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STATE OF INDIANA
LAKE COUNTY
RECORDS & DEEDS

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RECORDS & DEEDS

Real Estate Retention Agreement
Home Savings Program
Grant Award
(Owner-Occupied)

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For purposes of this Agreement, the following terms shall have the meanings set forth below:

"FHLBI" shall refer to the Federal Home Loan Bank of Indianapolis

"Member" shall refer Mercantile National Bank of Indiana
(FHLBI's member institution)

"Borrower(s)" shall refer to Gerald Francis Enright and Francis J. Enright Husband & Wife

For an in consideration of receiving direct subsidy funds (the "Subsidy") under the Affordable Housing Program ("AHP") of the FHLBI through the Member, with respect to that certain real property located at 6308 New Hampshire

Hammond in the city/town of Hammond
County of Lake State of Indiana

which is more fully described as follows:

See "Exhibit A" attached hereto and made a part hereof

Borrower(s), their successors, heirs and assigns hereby agree that they shall maintain ownership and reside in this property as their primary residence for a period of five (5) years ("Retention Period") from the date of the recording of this instrument and further agrees with the Member that:

- (i) The FHLBI, whose mailing address is P.O. Box 60, Indianapolis, Indiana 46206, Attention: Community Investment division, is to be given immediate written notice of any sale or refinancing of this property occurring prior to the end of the Retention Period;
- (ii) In the case of a sale prior to the end of the Retention Period, an amount equal to a pro rata share calculated by FHLBI on a per diem basis, of the direct Subsidy that financed the purchase, construction, or rehabilitation of this property, shall be repaid to the Member for reimbursement to the FHLBI from any net gain realized upon the sale of the property after deduction for sales expenses, unless the purchaser is a low- or moderate-income household which is defined as having not more than 80% of the area median income where such income targeting was committed to in the AHP application receiving the AHP grant award;
- (iii) In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction or rehabilitation of the property, reduced for every year the Borrower has owned the property, shall be repaid to the Member for reimbursement to the FHLBI from any new gain realized upon the

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Chicago Title Insurance Company

refinancing, unless the property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), (iii), and (iv) contained herein; and

- (iv) The obligation to repay the Subsidy to the Member shall terminate after any foreclosure. Otherwise the covenants contained herein shall continue until released by the Member in writing or the expiration of the Retention Period, whichever shall first occur.

IN WITNESS WHEREOF, the Borrower(s) and the member, by its duly authorized representative, has executed this Agreement as of this 10th day of October, 2002.

Witness: _____ Borrower: Gerald Francis Enright
Gerald Francis Enright

Witness: _____ Borrower: Francis J. Enright
Francis J. Enright

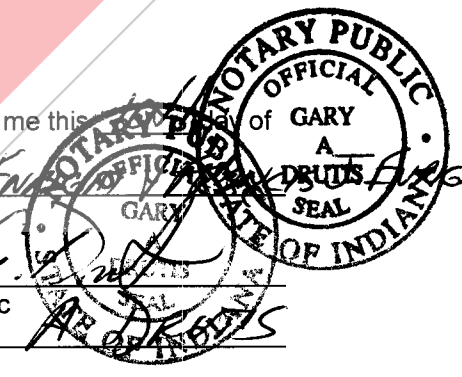
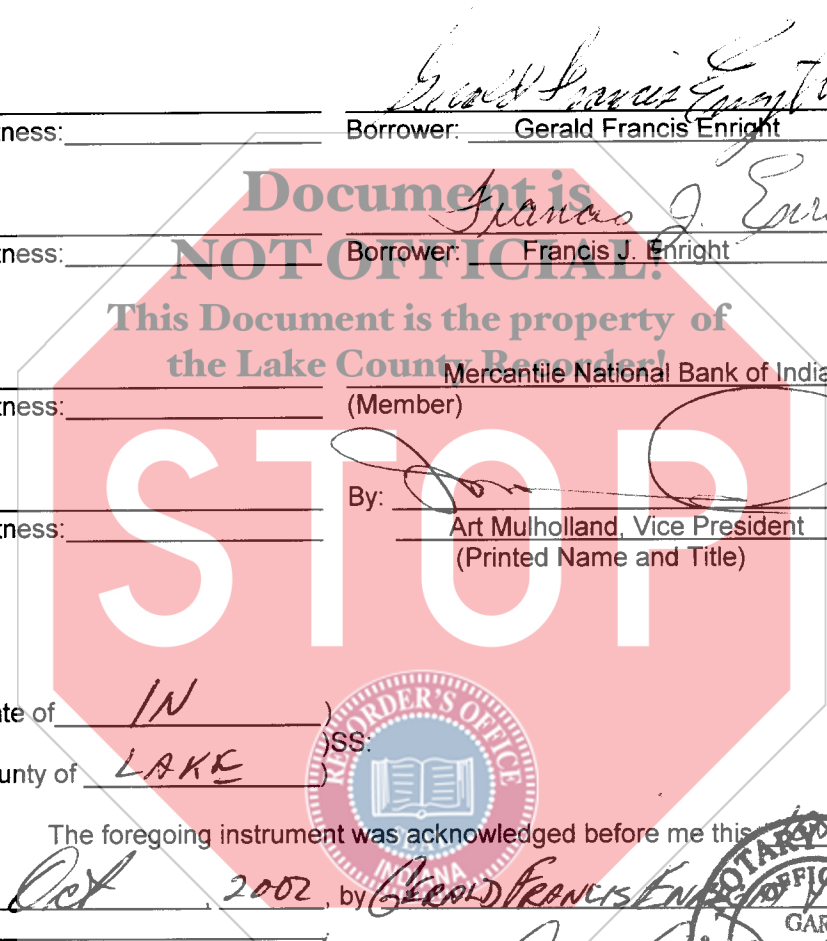
Witness: _____ Mercantile National Bank of Indiana
(Member)

By: _____
Witness: _____ Art Mulholland, Vice President
(Printed Name and Title)

State of IN
County of LAKE

The foregoing instrument was acknowledged before me this Oct, 2002, by Gerald Francis Enright

My Commission Expires: 4/18/08
My County of Residence: LAKE
Notary Public
GARY A DRUTIS
(Printed)



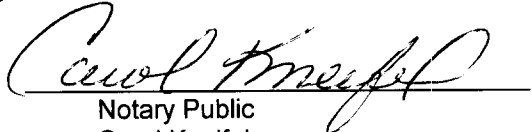
GARY A DRUTIS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 18,2008

State of Indiana)
)SS:
County of Lake)

The foregoing instrument was acknowledged before me this 10th day of
October, 2002, by Art Mulholland
the Vice President of Mercantile National Bank of Indiana
(Member) for and on behalf of such organization.

My Commission Expires: 3/9/07

My County of Residence: Lake


Notary Public
Carol Kneifel
(Printed)



This Instrument prepared by:
(and upon recording, to be returned to)

Carol Kneifel

Mercantile National Bank
5243 Hohman Avenue
Hammond, IN 46320

“EXHIBIT A”

LOT 4, EXCEPT THE SOUTH HALF FOOT THEREOF, AND LOT 3, EXCEPT THE NORTH 3 ½ FEET THEREOF, IN BLOCK 1 IN I.F. PRITCHARD'S FIRST ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 28, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL ID NUMBER 35-243-4, UNIT 26

