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

Community Investment Company

62007989

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 Joel Zamudio

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 3521 - 164<sup>th</sup> Street 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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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 22nd day of October, 2002.

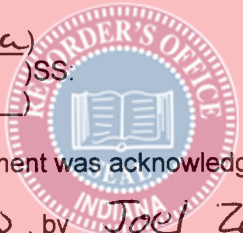
Witness: \_\_\_\_\_ Borrower: Joel Zamudio

Witness: \_\_\_\_\_ Borrower: \_\_\_\_\_

Witness: \_\_\_\_\_ (Member) \_\_\_\_\_  
Mercantile National Bank of Indiana

By: \_\_\_\_\_  
Art Mulholland, Vice President  
(Printed Name and Title)

State of Indiana  
County of Lake



The foregoing instrument was acknowledged before me this 22 day of October, 2002, by Joel Zamudio

My Commission Expires: \_\_\_\_\_  
Katrina M. Burns  
Notary Public

My County of Residence: \_\_\_\_\_  
(Printed)

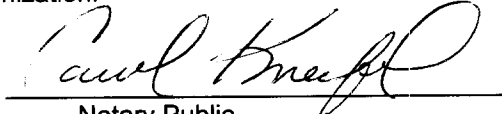
KATRINA M. BURNS  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. NOV. 16, 2004

State of Indiana )  
 )SS:  
County of Lake )

The foregoing instrument was acknowledged before me this 22nd 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 38 IN BLOCK 5, IN EASTGATE SUBDIVISION, IN THE CITY OF HAMMOND, AS  
PER PLAT THEREOF, RECORDED IN PLAT BOOK 30, PAGE 16, IN THE OFFICE OF THE  
RECORDER OF LAKE COUNTY, INDIANA

Parcel ID Number: 33-226-38 UNIT 26  
3521 - 164TH STREET  
HAMMOND  
("Property Address"):

which currently has the address of  
[Street]  
[City], Indiana 46323 [Zip Code]

