Real Estate Retention Agreement Affordable Housing Program Grant Award (Owner-Occupied)

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620022949

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

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

instrument and further agrees with the Member that:

"Member"	sh	nall refe	er to _								
(FHLBI's member institution)											
"Borrower(s)" shall refer to Carolyn Montgomery											
For and 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 1127 Lyons St.											
the Lake Cointhe city/town of Hammond											
County o	f	Lake					, St	ate of .	India	na	
which is n	noi	re fully	descr	ibed a	s foll <mark>ow</mark>	s:					
Lot 15	in	Block	8 in	Maywo	od Addi	tion t	o Ham	nond, a	sper	plat the	reof,
recorde	d:	in Plat								corder o	
County,				Commo	n <mark>ly kn</mark> o	own as:	112	7 Lyons	St.,	Hammond,	Indiana
Borrower(maintain	OW	/nershi	succe p and	essors resid	, heirs e in thi	a <mark>nd a</mark> s	ssigns erty as	hereby their	y ag <mark>ree</mark> primary	e that th / residen	ey shaif ⁰ ce for a
period of	fiv	e (5) y	ears (("Rete	ntion Pe	eriod")	from th	ne date	or the	recordin	g of this

- (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 reduced for every year the Borrower/Seller owned the 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 ____% 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 net gain realized upon the 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 should first occur.

in withes representat	live, have executed this Agreement as of this <u>20th</u> day of <u>June</u> ,
2002	
* -	anolyn Montgomere
Witness:	Borrower: Carolyn Montgomery NOT OFFICIAL:
	This Document is the property of
Witness:	the Lake (Borrower: Recorder!
	Bank Calumet N.A.
Witness:	By: x
Witness:	Lawrence H. Stengel Sr. Vice presiden
	(Printed Name and Title
State of _ 1	ndiana)SS:
County of_	·
The	foregoing instrument was acknowledged before me this $\frac{\partial \mathcal{O}}{\partial x}$ day of
Jun	e , by <u>Carolyn Montsomery</u> (Borrower(s), name typed)
My Commi	ssion Expires: Katurio M. Bour
My County	of Residence:(Printed)
	KATRINA M BURNS

KATRINA M BURNS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 15,2009

State of <u>Indiana</u>))SS:	
County of <u>Lake</u>	
	knowledged before me this day of greence H. Stengel
	Bank Calumet N.A.
(Member) for and on behalf of such orga	inization.
My Commission Expires: ///15/09	Kabura M Burns Notary Public
M. O. anton (Besidence: Decilin	nenkatring M. Burns
My County of Residence: 17 KCUIII	(Printed)
NOTOF	FICIAL!
This Document is	s the property of
the Lake Cour	ity Recorder:
	OP
SE S	ANA
This Instrument prepared by:	Lawrence H. Stengel Sr. Vice-president
(and upon recording, to be returned to)	
	•
	Bank Calumet N.A. (personal loan)
	5231 Hohman Ave.
	Hammond, Indiana 46320
	(Mailing Address)

02/23/01