

Real Estate Retention Agreement Affordable Housing Program Grant Award (Homeownership)

620037198

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 to <u>Citizens Financial Services, FSB</u> (FHLBI's member institution)

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 monthly 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

Rev 7/03

Page 1 of 4



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 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 WITNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this 18th day of 2003 County Recorder! Witness: Borrower: Francisco C Witness: Borrower: Maria T Citizens Financial Services, FSB Witness: (Member) a Cle Ву: Witness: Richard A. Cole, Asst. Vice President

(Printed Name and Title

Rev 7/03

Page 2 of 4

EXHIBIT A

Lot 13, Block 3, LaSalle Addition to Hammond as shown in Plat book 14, page 28 in the Office of the Recorder of Lake County, Indiana.



Rev 7/03

Page 4 of 4

State of <u>Indiana</u>)	
)SS: County of <u>Lake</u>)	
The foregoing instrument was a	icknowledged before me this <u>18th</u> day of
September, 2003 , by	Francisco C. Lopez 2 Y PU
Maria T. Lopez .	GT GFICE
My Commission Expires: 4-18-08	Ayorary Publes Dryns
My County of Residence: <u>Lake</u>	LOBRY HANDENZE
	(Printed)
State of <u>Indiana</u>)	GARY A DRUTIS NOTARY PUBLIC STATE OF INDIANA LAKE COUNTY
County of Lake Docum	MY COMMISSION EXP. APR. 18,2008 MENT 1S
The foregoing instrument was acknowledged before me this 18 day of 2003, by Richard A. Cole the Asst. Vice President of Citizens Financial Services FSB (Member) for and on behalf of such organization. My Commission Expires: 4-18-08 My County of Residence: AARS Delay Brace CECELIA A BRACE (Printed) This Instrument prepared by: and upon recording, to be returned to) Citizens Financial Services FSB	
Man, MO	707 Ridge Road
	Munster indiana 46321 (Mailing Address)

Rev 7/03