i i	AHP Project No.:

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

6202/1771

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 Citizens Financial Services, FSB (FHLBI's member institution)

"Borrower(s)" shall refer to	Mary Kukula		
For and in consideration of rec Affordable Housing Program	eiving direct subsidy fu	inds (the "Subsidy") under t	the
respect to that certain real pro	perty located at 6514	1 Nevada Avenue	
County of Lake more fully described as follows	State of	Indiana , which	, ı is

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:

- The FHLBI, whose mailing address is P.O. Box 60, Indianapolis, Indiana (i) 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:
- In the case of a sale prior to the end of the Retention Period, an amount (ii) 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
September, 2003	cuted this Agreement as of this 18th day of
the La	ike County Recorder!
Witness:	Borrower: Mary Kukula
	Bollowell Wilary Rundla
Witness:	Borrower:
	Citizens Financial Services, FSB
Witness:	(Member) Rifand a Cole
Witness:	By: Richard A. Cole, Asst. Vice President (Printed Name and Title

Rev 7/03

Page 2 of 4

EXHIBIT A

LOTS 5 AND 6, IN BLOCK 3, IN MANUFACTURER'S ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 23, 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	acknowledged before me this <u>18th</u> day of
September 2003 , by	Mary Kukula
My Commission Expires: 4/18/08	Jac Cont
My County of Residence: <u>Lake</u>	(Drinted)
State of <u>Indiana</u>)	(Printed) GARY A DRUTIS NOTARY PUBLIC STATE OF INDIAN, LAKE COUNTY
)SS:	MY COMMISSION EXP. APR. 18,2008
The foregoing instrument was a seeten 2003, by	cknowledged before me this \\ \frac{15}{5} \text{ day of } \\ Richard A. Cole \\ of \text{Citizens Financial Services FSB}
the <u>Asst. Vice President</u> (Member) for and on behalf of such ore	of <u>Citizens Financial Services FSB</u>
My Commission Expires: 4/18/08 My County of Residence: Lake	Notary Public Cecelia A Bragg (Printed)
This Instrument prepared by: (and upon recording, to be returned to)	cian L Goins Vice President Citizens Financial Services FSB 707 Ridge Road
	(Mailing Address)

Rev 7/03

Page 3 of 4