STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2003 109434

2003 OCT 10 AM 10: 21

MORRIS W. CARTER RECORDER

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

620017951

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

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 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,

13. OPG 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.

representativ	$y_{\rm e}$, have executed this Agreement as of this <u>18th</u> day of <u>July</u> ,
2002	
F	Documbicassis Watsen
Witness:	Borrower: Valessa Watson
	NOT OFFICIAL!
	This Document is the property of
Witness:	the Lake Gorrower.Recorder!
10.44	Bank Calumet N.A.
Witness:	By; x When What
Witness:	Lawrence H. Stengel Sr. Vice president (Printed Name and Title
	CAL SEAL MOIANAMINE
State of <u>Ind</u>))SS:
County of 1	•
The fo	regoing instrument was acknowledged before me this 18 day of
July	(Borrower(s) name typed
	ion Expires: 11-15-32 Xaliuna Al Brun Notary Public Residence: LAKE KATRINA M. BURINS
	(Printed)

KATRINA M BURNS NOTARY PUBLIC STATE OF INDIANA LAKE COUNTY MY COMMISSION EXP. NOV. 15.2009

State of <u>Indiana</u>)	· •
County of <u>Lake</u>));
July , 2002, by	acknowledged before me this <u>/</u> gay of Lawrence H. Stengel ,
the Sr. Vice-president	Of Bank Calumet N.A.
(Member) for and on behalf of such o	rganization.
My Commission Expires:	Labura M. Beun
My County of Regidered: Docu	ment Notary Public
My County of Residence:	FFT (Printed)!
	is the property of KATRINA M BURNS NOTARY PUBLIC STATE OF INDIANA LAKE COUNTY MY COMMISSION EXP. NOV. 15,2009
	OP
	ER'S OFFICE OF THE PARTY OF THE
This Instrument prepared by: (and upon recording, to be returned to	Lawrence H. Stengel Sr. Vice-president
	Bank Calumet N.A. (personal loan)
	5231 Hohman Ave.
	Hammond, Indiana 46320
	(Mailing Address)