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AHP Project No.:

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

62038767

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)

"Borrower(s)" shall refer to Kathleen A. Weems

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 6424 Madison Avenue

County of Lake State of Indiana which 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:

- (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

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5. 28 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.

Jocument is IN WITNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this October, 2003 This Document is the property of this 14th day of the Lake County Recorder! Witness: Kathleen A. Witness: Borrower: Citizens Financial Services, FSB Witness: (Member) el a Cole Witness: Richard A. Cole, Asst. Vice President (Printed Name and Title

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State ofI	<u>ndiana</u>)		
County of	Lake)SS:)		
The fore	egoing instru	ment was ack	nowledged before me	this <u>14th</u> day of
		, by		
My Commissio			Notary Public Cecelia A. Bra (Printed)	Bragg
State of	Indiana)		
County of	Lake)SS: Docum	nent is	
the Asst. Vice (Member) for ar	President on behalf of Expires:	ocument is	Richard A. Cole Citizens Financial Serization. Notary Public Cecelia A. Bragg (Printed)	day of rvices FSB
This Instrument and upon record	prepared by: ding, to be re	turned to)	Brian L Goins	,
		(M	ailing Address)	

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EXHIBIT A

The South Half of that part of the East Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 1, Township 36 North, Range 10 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point 390 feet North of the Southeast corner of the said West Half of the Southeast Quarter of the Southeast Quarter and running thence West 165.75 feet; thence South 100.1 feet; thence East 165.75 feet; thence North to the Place of Beginning.



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