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2003 109431

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2003 OCT 10 AM 10:21
MORRIS W. CARTER
RECORDER

Original The Insurance Company

620022953

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

2003 OCT 10 AM 10:21

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

"Member" shall refer to Bank Calumet N. A.
(FHLBI's member institution)

"Borrower(s)" shall refer to Jo Ann Smith

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 1108 May St.
Hammond
in the city/town of Hammond

County of Lake, State of Indiana
which is more fully described as follows:

Lots 66 and 67 in Hammond Realty Company's Addition to Hammond, as per plat thereof, recorded in Plat Book 9 page 17, in the Office of the Recorder of Lake County, Indiana.

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 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,

NOTE: This document being re-recorded to add signature.

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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.

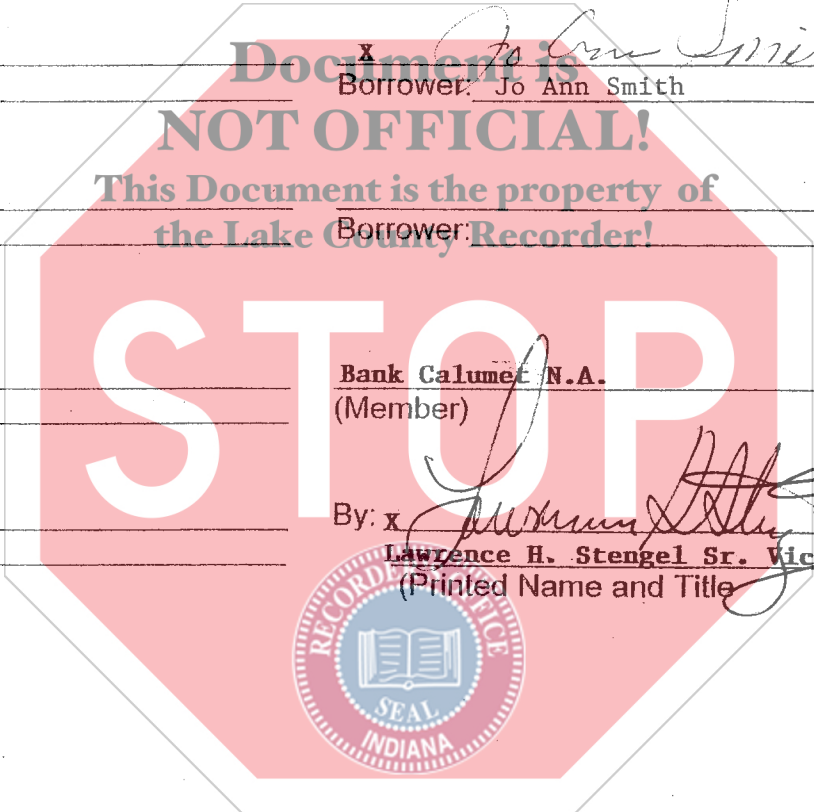
IN WITNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this 24th day of July, 2002

Witness: _____
 Borrower: Jo Ann Smith
 Jo Ann Smith

Witness: _____
 Borrower: _____

Witness: _____
 Bank Calumet N.A.
 (Member)

Witness: _____
 By: x Lawrence H. Stengel Sr.
 Lawrence H. Stengel Sr. Vice-president
 (Printed Name and Title)



State of Indiana)
)SS:
 County of Lake)

The foregoing instrument was acknowledged before me this 24 day of July 2002, by Jo Ann Smith
 (Borrower(s) name typed) Jo Ann Smith

My Commission Expires: _____
Katrina M. Burns
 Notary Public

My County of Residence: _____
 (Printed)

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

State of Indiana)
)SS:
County of Lake)

The foregoing instrument was acknowledged before me this 29~~th~~ day of July, 2008, by Lawrence H. Stengel,
the Sr. Vice-president of Bank Calumet N.A.
(Member) for and on behalf of such organization.

My Commission Expires:

Katrina M. Burns
Notary Public

My County of Residence:

Document is

(Printed)

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder:
KATRINA M BURNS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 15,2009

STOP



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)