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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 044787

2005 JUN -2 AM 8:51

MICHAEL J. ...
RECORDING

Real Estate Retention Agreement
Home Savings Program
Grant Award
(Owner-Occupied)

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 BANK CALUMET N.A.
(FHLBI's member institution)

"Borrower(s)" shall refer to PHYLLIS J. 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 1344 MICHIGAN ST.
in the city/town of HAMMOND

County of LAKE, State of INDIANA

which is more fully described as follows:

LOT 18 AND THE WEST ONE - HALF(1/2) OF LOT 19, EXCEPT THE NORTHERN FIVE (5) FEET OF LOT 18 AND THE NORTHERN FIVE (5) FEET OF THE WEST ONE -HALF (1/2) OF LOT 19, IN BLOCK 4 OF THE MORRIS PARK ADDITION TO CITY OF HAMMOND LAKE COUNTY, INDIANA; KEY NO. 35-111-17; MORE COMMONLY KNOWN AS 1344 MICHIGAN ST. HAMMOND, IN 46320.

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

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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.

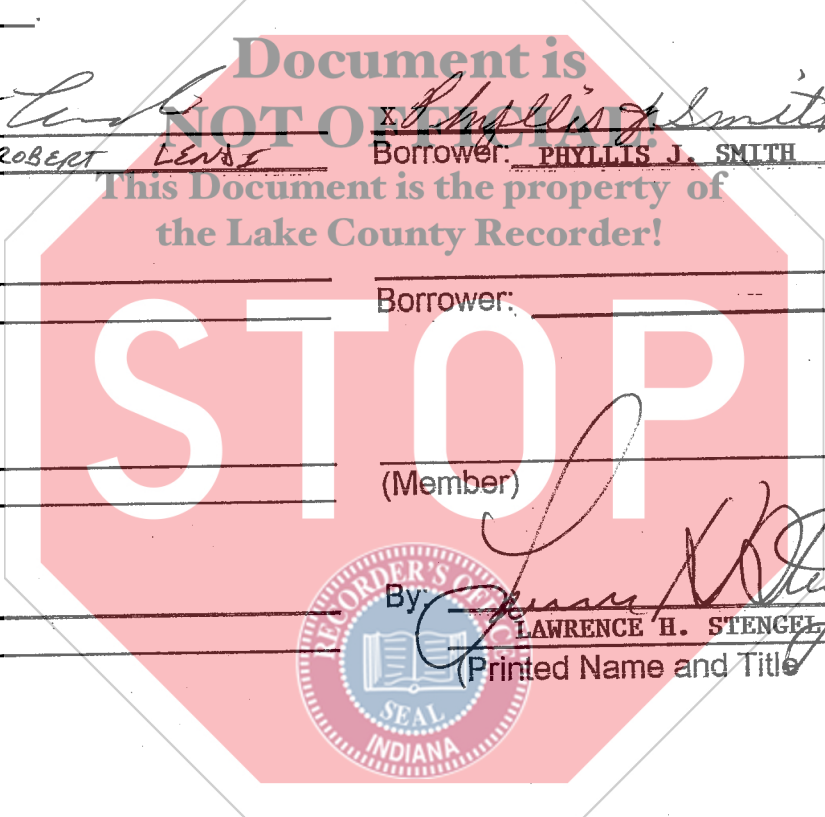
IN WITNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this 8th day of April, 2005

Witness: Robert Lense Borrower: Phyllis J. Smith

Witness: _____ Borrower: _____

Witness: _____ (Member)

Witness: _____ By: Lawrence H. Stengel, Sr. VICE PRES.
(Printed Name and Title)



State of Indiana)
County of Lake)SS:

The foregoing instrument was acknowledged before me this 8th day of April, by Phyllis J. Smith

My Commission Expires: 12-1-11

My County of Residence: Lake

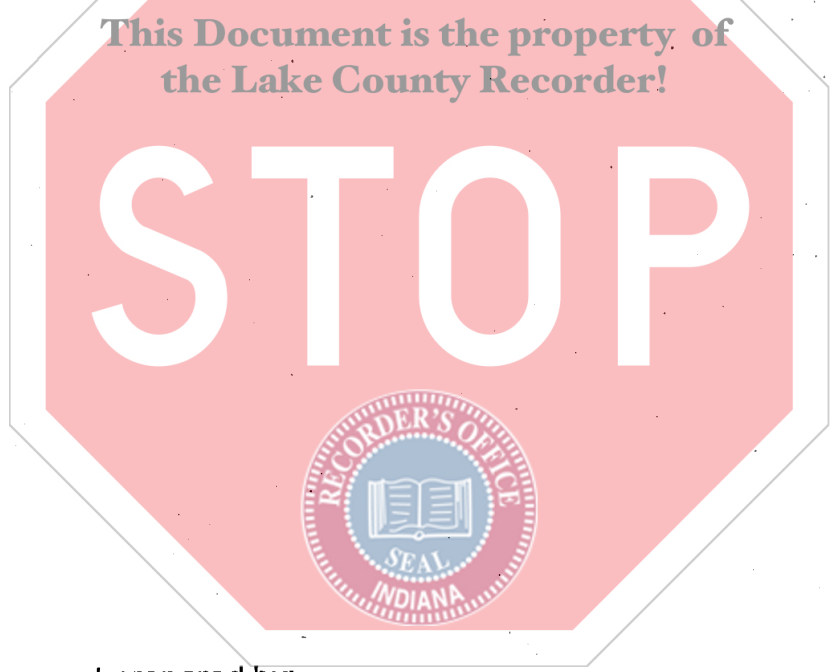
Clara J. McCormack
Notary Public
Clara J. McCormack
(Printed)

State of INDIANA)
)SS:
County of LAKE)

The foregoing instrument was acknowledged before me this 8th day of April, 2005, by Lawrence H. Stengel the Sr. Vice President of Bank Calumet, NA (Member) for and on behalf of such organization.

MY COMMISSION EXPIRES: OCTOBER 17, 2009
My Commission Expires: OCTOBER 17, 2009 
Notary Public
My County of Residence: LAKE Sonia Osorio

Document is NOT OFFICIAL!
(Printed)



This Instrument prepared by: _____
(and upon recording, to be returned to) Attorney at Law

(Mailing Address)