STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

MORTGAGE A GREEMENT 2005 JUN - 7 AM 10: 56

CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST
WHEREAS, AGREEMENT 1109049 DATED OCTOBER 13, 2000
IS the purchaser of or owner providing
rehabilitation of a home on certain real property (together the "Premises") in
Lake County, described as;
LOT 29, EXCEPT THE NORTH 8.55 FEET THEREOF, AND THE NORTH 18.55 FEET OF LOT
28, IN BLOCK 1, IN FOREST RIDGE ADDITON, BEING A SUBDIVISION OF THE SOUTH HALF
OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 36
NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWNAS: 1378 HIRSH AVE. CALUMET CITY, IL 60409

and;

WHEREAS, Bank Calumet of Hammond IN received a direct pay subsidy in the amount of \$5,000.00 **** (Subsidy) under the Home Savings Program (HSP) of the Federal Home Loan Bank of Indianapolis (FHLBI), subject to the Federal Housing Finance Board, FHFB, regulations 12 C. F. R. 960. 1 et seq. for the purposes of providing funding for Downpayment and Closing Costs assistance or Owner Occupied rehabilitation of the above mentioned home, and;

WHEREAS, for a period of 5 years (retention period) after the date of the within Agreement the HSP requires (1) that all purchasers of the Premises qualify as "low- and moderate-income households" or "very low-income households" as defined in 12 C. F. R. 960. 1, AND (2) that the use of said Premises otherwise shall remain consistent with the purposes of the HSP, and;

WHEREAS, if at any time during said Retention Period the foregoing requirements are not complied with, Bank Calumet will be required to reimburse FHLBI for the amount of the Subsidy less subsidy forgiven on a prorata basis of the Subsidy for each month that the foregoing requirements were complied with and;

WHEREAS, CHICAGO TITLE LAND TRUST CO. AS TRUSTEE UNDER TRUST AGREEMENT #1109049

(collectively the

"Undersigned") are purchasers/owners of the above described Premises;

NOW THEREFORE in consideration of the Premises and as an inducement to Bank Calumet disbursing the Subsidy to Purchaser, come the Undersigned and represents and warrants as follows:

- 1. That the Undersigned qualifies as a "low- and moderate-income household" or "very low-income household" as defined in 12 C.F.R. 960. 1.
- 2. That if within 5 years of the date of the within Agreement (1) the Undersigned sell the Premises or (2) the Undersigned otherwise uses the Premises in a manner inconsistent with the puposes of th HSP, the Undersigned shall immediately reimburse Bank Calumet from sale proceeds if applicable, for the amount of the Subsidy then owing to the FHLBI as based on the prorata subsidy forgiveness for months that the household was in compliance.
- 3. That the covenants of the within Agreement shall bind the successors and assigns of the Undersigned.
- 4. That in the event that any provision of this Agreement is in conflict with applicable law, such conflict shall not conflict with other provisions of this Agreement. To these end provisions of this Agreement are declared to be severable.

My commission expires

Agreement. To these end pro	ovisions of this Agreement are declared to be
severable.	
G:1/1: 1/a//	
Signed this // //	day of April, 2005.
Witnesses:	
witnesses:	Purchasers/ownerssee ATTACHED EXCULPATORY
Jeffang Dans	CLAUSE FOR SIGNATURE
	CHICAGO TITLE LAND TRUST CO. AS TRUSTEE UNDER TRUST
	AGREEMENT #1109049 DATED OCTOBER 13, 2000
TIFFAMY DANIELS	Direction of the contract of t
· ·	JEAL OF ALL
Subscribed and sworn to before	re me a Notary Public in and for the Lake
County Ct. 4. OCT 1.	to the attomy I dolle it and for the Lake
County, State Of Indiana, Thi	S 11th day of April, 2005
OCTOBER 16, 2010	
OCTOBER 16, 2010	

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1109049 ATTACHED TO AND MADE A PART OF THE REAL ESTATE RETENTION AGREEMENT, HOME SAVINGS PROGRAM GRANT AWARD (OWNER-OCCUPIED) DATED APRIL 11, 2005, TO BANK CALUMET.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: APRIL 11, 2005

CHICAGO TITLE LAND TRUST COMPANY, as Trustee Under Trust No. 1109049

By:

Assistant Vice President

State of Illinois County of Cook This Document is the property of SS. the Lake County Recorder!

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 11TH day of APRIL, 2005

No My "OFFICIAL SEAL" LIDIA MARINCA Notary Public, State of Illinois

My Commission Expires 4/30/06

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CORPORATE SEAI

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Exculpatory Clause w/Notary