

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 046569

2005 JUN -7 AM 10:55

MICHAEL A. BROWN
RECORDER

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 CHICAGO TITLE LAND TRUST CO. AS TRUSTEE UNDER TRUST AGREEMENT #1109049 DATED OCTOBER 13, 2000

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 1378 HIRSCH AVE in the city/town of CALUMET CITY County of COOK State of ILLINOIS

which is more fully described as follows:

LOT 29 (EXCEPT THE NORTH 8.55 FEET THEREOF) AND THE NORTH 18.55 FEET OF THE LOT 28, IN BLOCK 1, IN FOREST RIDGE ADDITION, 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 KNOWN AS: 1378 HIRSCH AVE, CALUMET CITY, IL 60409

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:

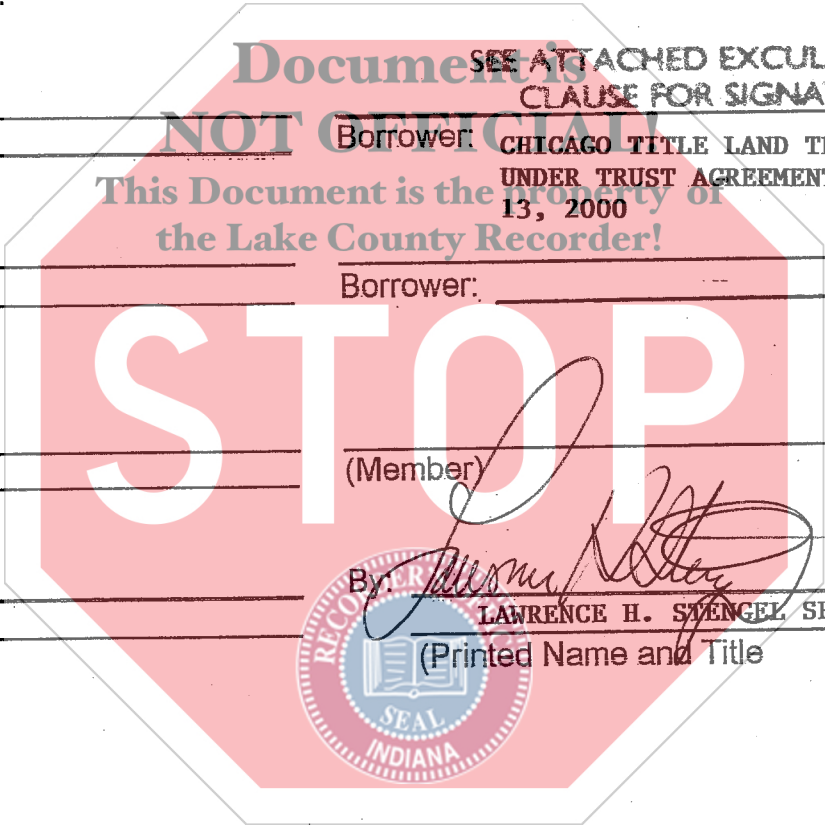
- (i) The FHLBI, whose mailing address is P.O. Box 60, Indianapolis, Indiana 46206, Attention: Community Investment Division, is to be given immediate written notice of any sale or refinancing of this property occurring prior to the end of the Retention Period;
- (ii) In the case of a sale prior to the 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 11th day of April, 2005.



SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE

Witness: _____ Borrower: CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT #1109049 DATED OCTOBER 13, 2000

Witness: _____ Borrower: _____

Witness: _____ (Member) _____

Witness: _____ By: [Signature] LAWRENCE H. STENGEL SR. VICE PRES. (Printed Name and Title)

State of INDIANA)
)SS:
County of LAKE)

The foregoing instrument was acknowledged before me this 11th day of April, 2005, by Lawrence H. Stengel

My Commission Expires: 10/16/10 [Signature]
My County of Residence: LAKE Notary Public
TIFFANY DANIELS
(Printed)

State of INDIANA)
County of LAKE)SS:

The foregoing instrument was acknowledged before me this 11th 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: 10/16/10 Jffay Dail
Notary Public
My County of Residence: LAKE TIFFANY DANIELS
(Printed)



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

(Mailing Address)

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1109049 ATTACHED TO AND MADE A PART OF THE MORTGAGE AGREEMENT 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: Sheila Paupert
Assistant Vice President



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NOT OFFICIAL!

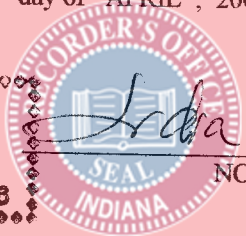
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SS. the Lake County Recorder!

State of Illinois
County of Cook

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

"OFFICIAL SEAL"
LIDIA MARINCA
Notary Public, State of Illinois
My Commission Expires 4/30/08



Lidia Marinca
NOTARY PUBLIC