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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 046626

2005 JUN -7 AM 11:16

MORTGAGE AGREEMENT

MICHAEL A. DROWN
RECORDER

WHEREAS, ERIC A. RUSH
CONDA M. RUSH is the purchaser of or owner providing
rehabilitation of a home on certain real property (together the "Premises") in
Lake County, described as;

LOT 2 IN BELL-RICH SQUARE, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF,
RECORDED IN PLAT BOOK 32 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE
COUNTY, INDIANA.

COMMONLY KNOWN AS: 6947 ARKANSAS AVE. HAMMOND, IN 46320

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, ERIC A. RUSH
CONDA M. RUSH (collectively the

1400
cl#
288377

"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.

Signed this 19TH day of APRIL 2005

Witnesses:

TIFFANY DANIELS

Purchasers/owners

ERIC A. RUSH

CONDA M. RUSH

Subscribed and sworn to before me a Notary Public in and for the Lake County, State Of Indiana, This 19TH day of APRIL, 2005

OCTOBER 16, 2010

My commission expires