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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 047063

2005 JUN - 8 AM II: 42

MICHAEL A. BEOWN JECORDAR

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" s	hall refer to	BANK CA	LUMET N.	.A.						
	/	(FHLBI's	member	institutio	on)	*				
Document is										
"Borrower(s)" shall refer to CHARLENE S. MCATEE										
		OI OF	ric	LALL			m> 1 47			
For and in	consideration	n of receiving	direct si	ubsidy fu	inds (the	e "Subsidy	") under the			
Affordable	Housing Pr	ogram ("AHI	of th	e FHLE	II through	gh the Me	ember, with	1		
respect to that certain real property located at 6708 MISSOURI										
***************************, in the city/town of,										
County of	LA			, Sta	te of	TNDTANA				
which is m	ore fully desi	cribed as follo	ows:							
LOTS 3 AN	D 4 BLOCK 1	5 IN MANUFAC	TURER'S	ADDITIO	ON TO HA	AMMOND, AS	PER PLAT TI	EREOF,		
	IN PLAT BOO	K 2 P <mark>AG</mark> E 23,	IN THE	OFFICE	OF THE	RECORDER	OF LAKE COUR	MTY,		
INDIANA.										
COMMONLY	KNOWN AS: 6	708 MISSOURI	HAMMON	D, IN 46	5323					

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 representative, have execute 2005	e Borrower(d this Agree	s) and the Member, ement as of this <u>1911</u>	by its duly authorized Aday ofAPRIL,
2005			
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NOT			.71 & atec
NOT		harlene >	(
Witness:	Borr ment is t	ower: CHARLENE S.	MCATEE
		Recorder!	
the Lak	c County	Accorder.	
Witness:	Borr	ower:	
Y VIII ICSU.			
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Witness:	(Me	mber)	
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	TUDER'S		Jan
	By:	1 Aug	THE PROPERTY OF THE PROPERTY O
Witness:		LAWRENCE H.	STENGEL SR VICE PRI
		(Printed Name and	d little
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State of)		
)SS:		
County of LAKE)		
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The foregoing instru	ıment was a	cknowledged before	e me this <u>19тн</u> day of
ADD-1 000F	la	TATION II COMMIN	OTT OD WEGE DOUG
APRIL, 2005	, by	LAWRENCE H. STENG	EL. SR. VICE PRES
My Commission Expires:	10/16/2010	Siffan	Dal
		Notary & u	blic
My County of Residence:	LAKE		MIELS
	•	(Printed)	

State of)	
)SS: County of <u>LAKE</u>)	
The foregoing instrument was ackn	owledged before me this <u>19TH</u> day of RENCE H. STENGEL
the SR. VICE PRESIDENT Of Of	BANK CALUMET, NA
(Member) for and on behalf of such organ	ization.
My Commission Expires: 10/16/2010	Affan DaD
Dogume	Notary Public
My County of Residence: LAKE NOTOFF	TIFFANY DANTELS (Printed)
This Document is t	he property of
the Lake County	y Recorder!
STORING TO	
EAL SEAL	
TO AND	in
This Instrument prepared by: (and upon recording, to be returned to)	Attorney at Law
(and apen recording)	
	(Mailing Address)

Document4 Owner – AHP Grant / mmk 02/23/01