STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 047125

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MICHAEL A. BROWN

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 toBANK_CALUMET N.A.
(FHLBI's member institution)
Borrower(s)" shall refer to DEBORAH HALL
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 1115 MORRIS ST **********************************
County of LAKE State of INDIANA
which is more fully described as follows:
LOT NINETEEN (19) BLOCK NINE (9), MAYWOOD ADDITION TO THE CITY OF HAMMOND IN LAKE COUNTY, INDIANA.
COMMONLY KNOWN AS:1115 MORRIS ST. HAMMOND, IN 46320
Borrower(s) their successors, heirs and assigns hereby agree that they shall

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

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 <u>7TH</u> day of <u>APRIL</u> .
Document is Hall
Witness: Borrower: DERORAH HALL. This Document is the property of the Lake County Recorder!
Witness: Borrower:
Witness: By: LAWRENCE H. STENGEL SR/ VICE PRE
Witness: (Printed Name and Title
State of <u>Indiana</u>))SS: County of <u>Lake</u>)
The foregoing instrument was acknowledged before me this 7TH day of APRIL, 2005 by LAWRENCE H. STENGEL
My Commission Expires: 10/16/10 My County of Residence: LAKE Notary Public THANY DANIELS
(Printed)

State of)	
)SS: County of <u>LAKE</u>)	
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	owledged before me this 7TH day of ENCE H. STENGEL.
the SR. VICE PRESIDENT Of B	ANK CALUMET. NA
(Member) for and on behalf of such organi	zation.
1,1,2	Affay Dail
My Commission Expires: 10 16 10	Notary Public
My County of Residence: LAKEUM	THEANY DANIELS
NOTOFF	IC (Printed)
This Document is t	he property of
the Lake County	Recorder!
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EAL WOLAND	to the state of th
This Instrument prepared by: (and upon recording, to be returned to)	Attorney at Law
(and upon recording, to be retarned to)	, mo, at all a
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	(Mailing Address)
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