STATE OF MOTOR LAKE COUNTY FILED FOR RECUR

2006 015182

2006 FEP 37 14 10: 02

Micheller 580WA

Real Estate Retention Agreement Homeownership Initiatives - (Homeownership Opportunities Program, Neighborhood Impact Program, Disaster Recovery Program) Grant Award - (Homeownership)

| Grant Type: | □НОР | ⊠ NIP | □DRP | | Project / | ID#: n/a | | | |
|---|----------|----------|------------|------------|-----------|------------|-------------|----------------|--------|
| 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), located at 5231 Hohman Ave, Hammond, Indiana 46320. | | | | | | | | | |
| "Borrower(s)" shall refer to is Betty un Bohse is the property of | | | | | | | | | |
| For and in consideration of receiving direct subsidy funds (the "Subsidy") in an amount not to | | | | | | | | | |
| exceed \$ 5,000 under the Affordable Housing Program ("AHP") of the FHLBI through the Member, | | | | | | | | | |
| with respect to that certain real property located at 7136 Jefferson , in the city/town | | | | | | | | | |
| of Hammond | | , Count | y of Take, | State of T | ndiana | , which is | more fully | described as | |
| of Hammond , County of Lake , State of Indiana , which is more fully described as follows, or as attached hereto as Exhibit A and made a part hereof: | | | | | | | | | |
| | | | | | | | as per | plat there | eof, |
| recorded i | In Plat | Book 17 | page 22 | , in the | Office | of the | Recorde | r of Lake (| County |
| Indiana. | | | | | | | | | |
| 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, w | hose mai | ling addre | ss is 8250 | Woodfield | Crossing | ı, Indianap | oolis, Indiana | |
| 46240, 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; | | | | | | | | | |

In the case of a sale prior to the end of the Retention Period, an amount calculated by FHLBI, equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of this property reduced for every year the Borrower/Seller is subject to the retention agreement, 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;

FHLBI HI Real Estate Retention Agreement - Rev. 3/05

(ii.)

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- (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 is subjected to the retention agreement, 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 have executed this Agreement as of this | ne Member, by its duly authorized representative, ay of Dec , 1009 |
|---|--|
| , - | x Botto Of Bolos |
| Witness: | Borrower: J. Bohse |
| Witness: | Borrower: X nent 1s |
| State of (Illulalia) | FICIAL! |
| County of (Lake) This Document is the Lake County of (Lake) | s the property of nty Recorder! |
| The foregoing instrument was acknowledged before | |
| My Commission Expires: My Commission Expires: MY COMMISSION EXP. A | OF INDIANA APR. 18,2000 Notary Public DRUTTS |
| My County of Residence: Lake | MARY HIS |
| Bank Calumet N.A. | (Printed) |
| (Member) | |
| (Witness) | (Member Representative) |
| (Printed Name Witness: | Lawrence H. Stenge Sr. Vice-president (Printed Name and Title of Member) |
| State of (Indiana) | |

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FHLBI HI Real Estate Retention Agreement - Rev. 3/05

) SS:

County of (Lake)

The foregoing instrument was acknowledged before me this 16th day of Dec, , by

"OFFICIAL SEAL"

My Commission Expires:

ANGELICA ROCHA tary Public, State of Indiana

My County of Residence:

This Instrument prepared by (Upon recording, to be returned to)

Bank Calumet, Personal Loan Department

5231 Hohman Ave

Hammond, Indiana 46320

ocument is

(Mailing Address)

This Document is the property of the Lake County Recorder!

Prescribed by the State Board of Accounts (2005)

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

- 1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
- 2. I have redacted, to the extent permitted by law, each Social Security number in the attached document. Jocument 18

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

AWRENCE Printed Name of Declarant