

STATE OF INDIANA  
LAKE COUNTY  
MORTGAGE AGREEMENT

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2006 015183

2006 FEB 27 11:10:02

WHEREAS, Betty J. Bohse is the purchaser of or owner providing rehabilitation of a home on certain real property (together the "Premises") in Lake County, described as;

Lots 50 and 51 in Block 11 in Jackson Terrace, Hammond as per plat thereof, recorded in Plat Book 17 page 22, in the Office of the Recorder of Lake County, Indiana.

(Commonly known as 7136 Jefferson Ave. Hammond, Indiana 46324)

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, Betty J. Bohse (collectively the

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#291038  
291039/SS

"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 16th day of December, 2005

Witnesses: Purchasers/owners  
X *Betty J. Bohse*  
Betty J. Bohse

Subscribed and sworn to before me a Notary Public in and for the Lake County, State Of Indiana, This 16th day of

GARY A DRUTIS  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES APR 16 2008  
My commission expires

*Gary A. Drutis*  
NOTARY PUBLIC  
OFFICIAL SEAL  
GARY DRUTIS  
STATE OF INDIANA

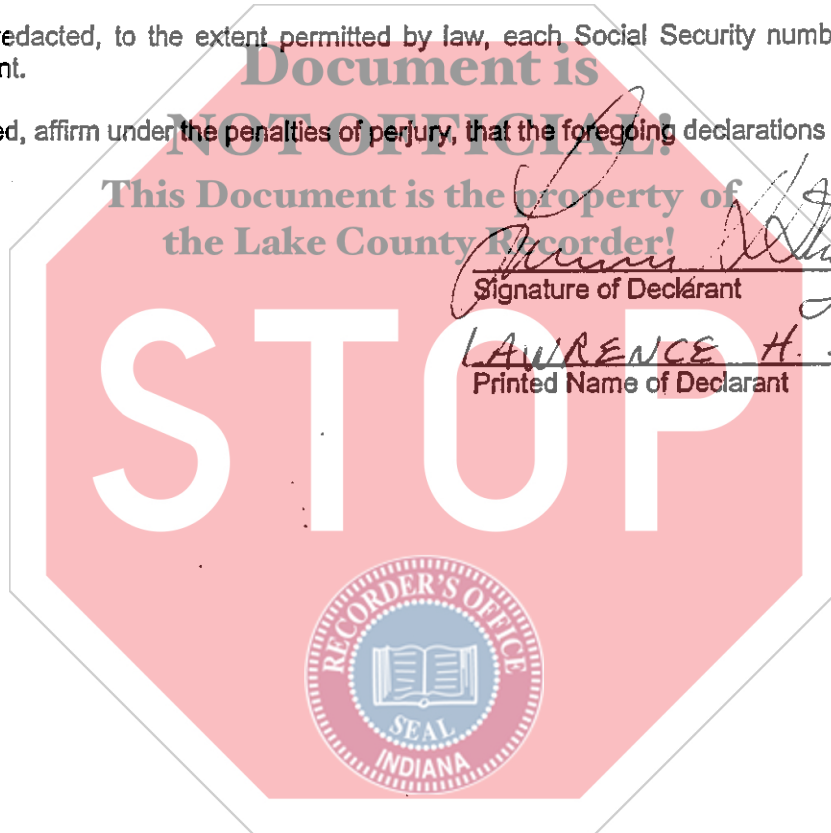
Declaration

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.

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



*Lawrence H. Stengel*  
Signature of Declarant

LAWRENCE H. STENGEL  
Printed Name of Declarant