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City of Gary - Department of Community Development  
**MEMORANDUM OF FIRST-TIME HOME BUYERS  
DOWNPAYMENT ASSISTANCE AGREEMENT**  
(HOME PROGRAM LIEN)

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**THIS MEMORANDUM OF AGREEMENT** evidences the existence of a First-Time Home Buyers Down payment Assistance Agreement (the "Agreement"), dated June 13, 2006, by and between the Property Owner, Sandra T. Brown (the "Applicant"), and the City of Gary, Department of Community Development (the "Program"), creating a Lien in favor of the Program imposed upon real estate (the "Property") located in Gary, Lake County, Indiana.

FILED FOR RECORD  
JUL 15 2006  
CLERK OF COUNTY  
LAKELAND, INDIANA

1. The legal description, key number and common address of the Property subject to the Lien are as follows: **Gary Land Company's Fourth Subdivision, All Lot 11, Block 33, Key # 25-44-187-14, 315 Garfield Street, Gary, IN 46404**.
2. The amount of the Lien is: Two Thousand One Hundred Ninety Six Dollars (\$ 2,196.00 ), constituting HOME funds provided for down payment and closing costs. The Agreement and Lien shall be in effect through the Affordability Period of five (5) years. Unless prepaid or foreclosed, the Lien shall be satisfied and released by the Program on the 13th day of June, 2011.
3. The following agreement and covenant of the Down payment Assistance Agreement, as to which third parties are to have particular notice, are set forth in abbreviated or summary form and description:  
  
The Borrower agrees to maintain the Property as an owner-occupied residential property for a minimum of five (5) years from the date of the completion of the project (the "Affordability Period"). The Borrower must repay the HOME funds if the property is sold, transferred, or conveyed during the Affordability Period, or if use of the property has changed. Temporary sub-leases are not allowed. Repayment of funds shall be forgiven on a pro-rated basis in the amount of 20% per year for five years.
4. The Agreement contains other agreements and covenants of the parties, as set forth in an executed counterpart of it in possession of the parties.

Stewart Title Services  
of Northwest Indiana  
The Pointe  
5521 W. Lincoln Hwy.  
Crown Point, IN 46307

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**"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."**

*[Signature]*

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5. A complete copy of the Agreement is on file in the Department of Community Development of the City of Gary, 201 East 5<sup>th</sup> Avenue, Suite E, Gary, Indiana 46402. The agreements and covenants in the Agreement are incorporated, by reference, in this Memorandum as though contained in full herein.

Signed this 10th day of July, 2006.

APPLICANT  
By: Sandra Brown  
OWNER

PROGRAM  
CITY OF GARY  
COMMUNITY DEVELOPMENT DEPARTMENT

By: \_\_\_\_\_  
OWNER

By: [Signature]  
It's Director

STATE OF INDIANA, COUNTY OF LAKE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Sandra T. Brown and XXXX, who acknowledged the execution of the foregoing Memorandum of Agreement and Lien, and who having been duly sworn, stated that the representations therein contained are true.

Witness my Hand and Notaries Seal this 10th day of July, 2006.

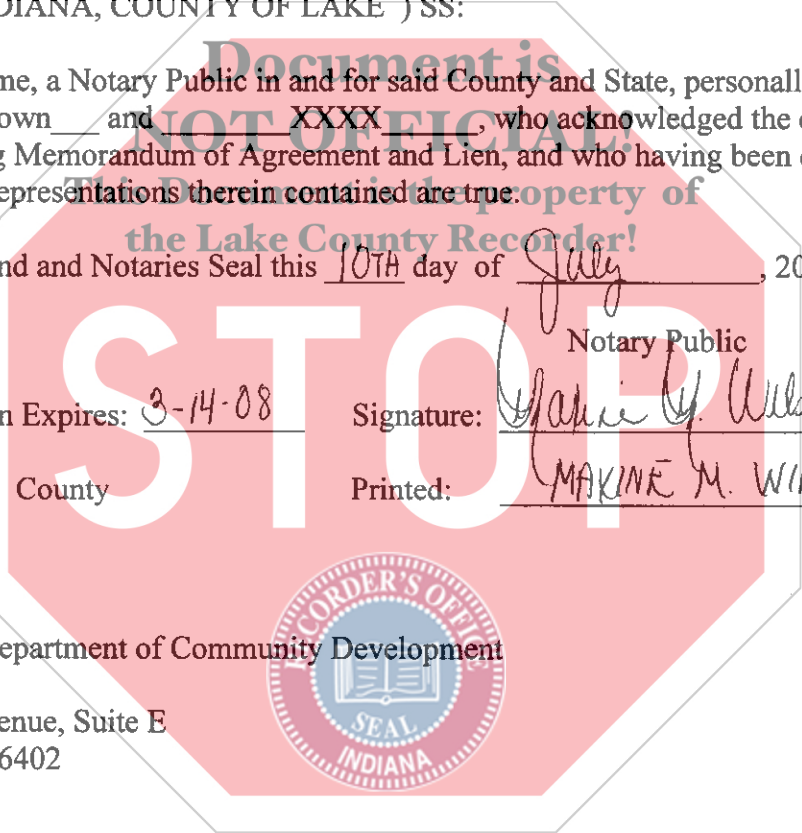
My Commission Expires: 3-14-08

Signature: [Signature]

Resident: Lake County

Printed: MAKINE M. WILSON

**RETURN TO:**  
City of Gary, Department of Community Development  
Attention:  
201 East 5<sup>th</sup> Avenue, Suite E  
Gary, Indiana 46402



(Prepared by City of Gary Law Department)

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