2008 062583

Real Estate Retention Agreement

Homeownership Initiatives - (Homeownership Opportunities Program,
Neighborhood Impact Program, Disaster Recovery Program)

Grant Award

620082203

Grant Type: ☐ HOP ☒ NIP ☐ DRP

Project / ID#: NIP/Contact IL Dept

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 **Centier Bank** (FHLBI's member institution), located at **600 E. 84th Ave., Merrillville, IN 46410**.

"Borrower(s)" shall refer to Angela M. Johnson.

For and in consideration of receiving direct subsidy funds (the "Subsidy") in an amount not to exceed \$ 10,000.00 under the Homeownership Initiatives Program of the FHLBI through the Member, with respect to that certain real property located at 534 Cherry Str. Hammond, In 46324, in the city/town 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:

Lots 9 and 10, in Block 16, in South Hammond Subdivision, as per plat thereof, recorded in Plat Book 2 page 38, in the Office of the Recorder of Lake County, Indiana.

Borrower(s) 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 closing and further agrees with the Member that:

- (i.) The FHLBI, whose mailing address is 8250 Woodfield Crossing, Indianapolis, 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;
- (ii.) 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 occupies the unit, 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 very low-, low- or moderate-income household which is defined as having not more than 80% of the area median income or if the unit was assisted with a permanent mortgage loan funded by an AHP subsidy advance;
- (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

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rehabilitation of the property, reduced for every year the Borrower occupies the unit, 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, or if the unit was assisted with a permanent mortgage loan funded by an AHP subsidy advance; 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 and the Member, by its duly authorized representative, have executed this Agreement as of this and the Member, by its duly authorized representative, have executed this Agreement as of this and the Member, by its duly authorized representative,	
	angele M. Janon
Witness: N/A	Borrower: Angela M. Johnson
Witness: N/A	Borrower:
State of (Indiana) Documents State of (Indiana)	ment is
County of (Lake)	'FICIAL!
This Document The foregoing instrument was acknowledged be Angela M. Johnson My Commission Expired My Commission Expired My County of Residence: Lake CENTIER BANK (Member)	pires Denniter Hingiasa (Printed)
(Witness)	(Member Representative)
N/A (Printed Name Witness:	John Misiora Jr., VP (Printed Name and Title of Member)
State of (Indiana)) SS: County of (Lake)	

The foregoing instrument was acknowledged before me this 3 pl day of September, 2008, by John Misiora Jr . My Commission Expires: 2/11/12 Lisa M. Pensinger My County of Residence: Lake (Printed) LISA M. PENSINGER NOTARY PUBLIC, Lake County, Indiana My Commission Expires February 11, 2012 Resident of Lake County, Indiana This Instrument prepared by (Upon recording, to be returned to) Centier Bank, Barb Jerzyk, Officer 600 E. 84th Ave., Merrillville, IN 46410 (Mailing Address) I affirm, under the penalties for perjury, that I have taken reasonable required by law.

(Districted Name and Title) (Printed Name and Title)