

Re-record to add exhibit A!

~~2014 054694~~

~~STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD~~

~~2014 SEP 11 AM 9:33~~

~~MICHAEL B. BROWN
RECORDER~~

Re-record to add owner signature.

2014 058986

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 OCT -7 AM 9:32

MICHAEL B. BROWN
RECORDER

Real Estate Retention Agreement
Affordable Housing Program
Grant Award
(Rental Project)

AHP Project No.: 2011A0609

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 Merchants Bank of Indiana, (FHLBI's member institution), located at 11555 North Meridian Street, Suite 400, Carmel, Indiana 46032

"Sponsor" shall refer to Edgewater Systems for Balanced Living, Inc., (The not-for-profit sponsor), located at 1100 West Sixth Avenue, Gary, Indiana 46402.

"Project Owner" shall refer to South Shore Commons I LP, (The entity which owns the property subject to this mortgage) located at 1100 West Sixth Avenue, Gary, Indiana 46402.

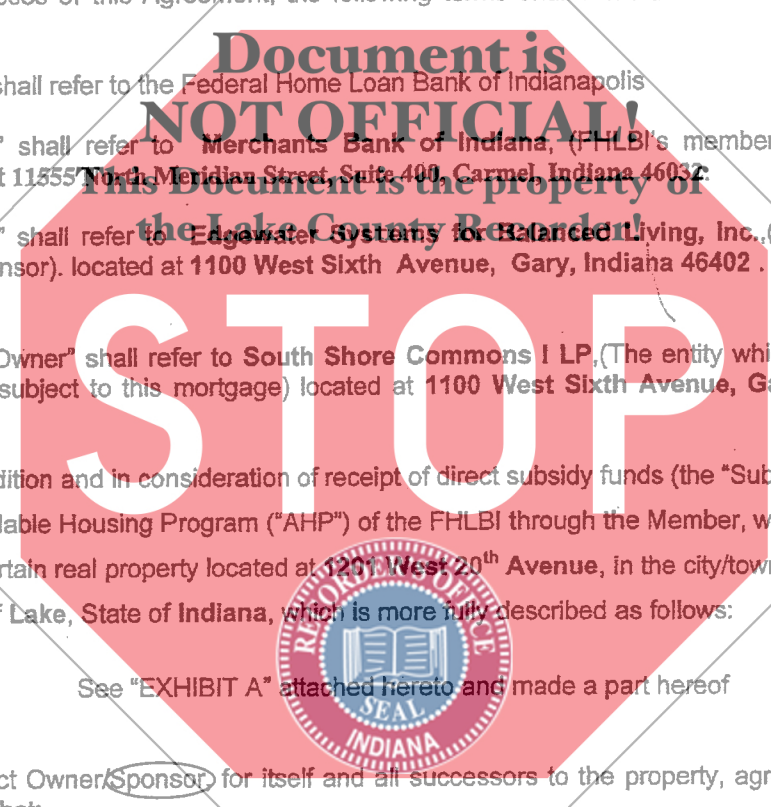
As a condition and in consideration of receipt of direct subsidy funds (the "Subsidy") under the Affordable Housing Program ("AHP") of the FHLBI through the Member, with respect to that certain real property located at 1201 West 20th Avenue, in the city/town of Gary, County of Lake, State of Indiana, which is more fully described as follows:

See "EXHIBIT A" attached hereto and made a part hereof

the Project Owner/Sponsor for itself and all successors to the property, agrees with the Member that:

- (i) The rental units contained in South Shore Commons Apartments ("Project"), or applicable portion thereof, must remain occupied by and affordable for households

Rental AHP Reten Agree rev May 2011



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2014 SEP 29 PM 3:47
MICHAEL B. BROWN
RECORDER

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with incomes as committed to in the AHP Application, or as modified and approved by the FHLBI, for a period of fifteen (15) years ("Retention Period") from the date of the completion of the project;

- (ii) 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;
- (iii) In the case of a sale or refinancing of the Project prior to the end of the Retention Period, an amount equal to the full amount of the direct Subsidy shall be repaid to the Member, for reimbursement to FHLBI, unless the Project 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 authorized by the FHLBI, in its discretion, the households are relocated, due to the exercise of eminent domain, or for expansion of housing or services, to another property that is made subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the approved AHP application for the remainder of the retention period; and
- (iv) The income-eligibility, affordability restrictions applicable to the Project and obligation to repay the Subsidy to the Member terminate after foreclosure settlement. 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 Project Owner/Sponsor and the Member by its duly authorized representatives, have executed this Agreement as of this 31st day of May, 2013.

Joseph P. Winterhagen

Edgewater Systems for Balanced Living, Inc
(Project Owner/Sponsor)

Witness: [Signature]

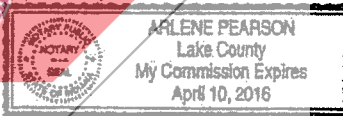
By: [Signature]

Witness: _____

Danita Johnson Hughes, President & CEO
(Printed Name and Title)

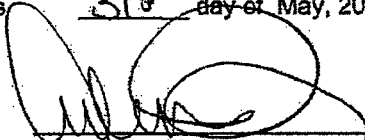
State of Indiana)

County of Lake)



Danita Johnson Hughes, the President and CEO of Edgewater Systems for Balanced Living, an Indiana non-profit corporation, personally appeared before me and acknowledged the foregoing instrument this 31st day of May, 2013

My Commission Expires: April 10, 2016



Notary Public

My County of Residence: Lake

(Printed)

Merchants Bank of Indiana
(Member)

Witness: _____

By: _____

Witness: _____
(Printed Name and Title)

State of _____

County of _____

_____ personally appeared before me and acknowledged the foregoing instrument this _____ day of May, 2013

My Commission Expires: _____
Notary Public

My County of Residence: _____

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

(Printed)



(Preparer's Mailing Address)

Danita Johnson Hughes, the President and CEO of Edgewater Systems for Balanced Living, an Indiana non-profit corporation, personally appeared before me and acknowledged the foregoing instrument this _____ day of May, 2013

My Commission Expires: _____ Notary Public

My County of Residence: _____ (Printed)

JOHANA CASANOVA South Shore Commons I, LP
~~Merchants Bank of Indiana~~
(Member) (Owner)

Witness: Johana Casanova

JOHANA CASANOVA By: _____

Witness: Johana Casanova Cullen J. Davis, Manager
(Printed Name and Title)

State of Illinois
County of Cook

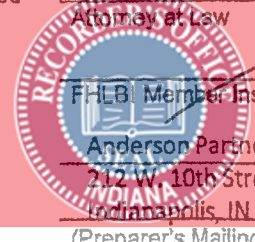


Cullen J. Davis, Manager of South Shore Commons I, LP personally appeared before me and acknowledged the foregoing instrument this 2nd day of May, October, 2014.

My Commission Expires: 8/27/16 K Kreifels
Notary Public

My County of Residence: COOK Katherine Kreifels

This instrument prepared by (Upon recording, to be returned to) Jon R. Anderson
Attorney at Law



Anderson Partners, LLC
212 W. 10th Street, Suite D440
Indianapolis, IN 46202
(Preparer's Mailing Address)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. (Required in Indiana only)


Member Representative

Michael F. Petrie; CMB; Chairman
(Printed Name and Title)



Exhibit A
Legal Description

Lots 1 to 20, both inclusive, and Lots 28 to 48, both inclusive, all in Block 1, and Lots 1 to 12, both inclusive, and the East 22 feet of Lot 13, all in Block 4 and that part of the North ½ of vacated Alley 20A from Pierce Street West 487 feet, adjoining lots 1 to 20, both inclusive, block 1, and that part of the South ½ of vacated Alley 20A from Pierce Street West 487 feet, adjoining Lots 28 to 48, both inclusive, Block 1, and that part of the North ½ of vacated 20th Place from Pierce Street West 450 feet, adjoining Lots 30 to 48, both inclusive, Block 1 and that part of the South ½ of vacated 20th Place from Pierce Street West 450 feet adjoining Lots 1 to 12, both inclusive, and adjoining the East 22 feet of Lot 13, Block 4, all in Gary Park Second Addition, in the City of Gary, as per plat thereof, recorded in Plat Book 7, page 14, in the Office of the Recorder of Lake County, Indiana.

