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Real Estate Retention Agreement
Homeownership Initiatives Programs- (Homeownership Opportunities Program,
Neighborhood Impact Program, Accessibility Modifications Program, Disaster Relief Program)
Grant Award - (Homeownership)

2016 057354

Grant Type: HOP NIP AMP DRP Project / ID#:

For purposes of this Agreement¹, 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 First Merchants Bank (FHLBI's Member institution), located at 200 E Jackson St Muncie IN 47305

"Borrower(s)" shall refer to Linda Smiley

For and in consideration of receiving direct subsidy funds (the "Subsidy") in an amount not to exceed \$ 10,000.00 under the Affordable Housing Program ("AHP") of the FHLBI through the Member, with respect to that certain real property located at 7412 Beech 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:

LOT TWENTY-SEVEN (27), BLOCK (1) OAK GROVE ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 20, PAGE 7, IN 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, and the Member are 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 (including transfer or assignment of the title or deed to another owner, subject to certain exceptions outlined herein), an amount calculated by the Member via an FHLBI prescribed calculation and verified by the 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 occupied 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 the household had obtained a permanent mortgage funded by an AHP subsidized advance and not a direct subsidy. Upon the sale of the home, the purchaser has no retention or AHP Subsidy repayment obligations, regardless of whether or not the purchaser is very low-, low- or moderate-income;
- (iii.) In the case of any refinancing prior to the end of the Retention Period, an amount calculated by the Member via an FHLBI prescribed calculation and verified by the FHLBI, equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the

¹ This Real Estate Retention Agreement complies with FHA requirements at 24 CFR §203.41, HUD Mortgagee Letter 94-02 and AHP regulations codified at 12 CFR §1291, et seq. and the directives of the Federal Housing Finance Agency.

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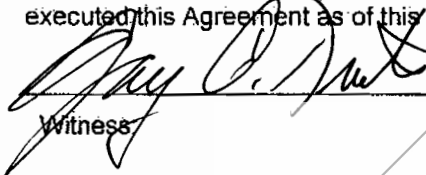
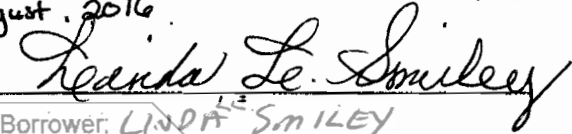
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MICHAEL B. BROWN
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS

property, reduced for every year the Borrower occupied 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, or the household had obtained a permanent mortgage funded by an AHP subsidized advance and not a direct subsidy, incorporating the requirements of clauses (i), (ii), (iii) and (iv) contained herein; and

- (iv.) In the case of a foreclosure, deed-in-lieu, or assignment of the first mortgage to the Secretary of HUD (assuming AHP funding is used in conjunction with FHA financing), the obligation to repay the direct Subsidy to the Member shall terminate upon final settlement or disposition, once such action is completed. Otherwise, the covenants contained herein shall continue until release by the Member in writing or the expiration of the Retention Period, whichever should first occur.
- (v.) Upon the death of the AHP-assisted sole owner, or owners in the case of multiple title holders, the AHP Retention Agreement terminates and there is no obligation to repay the AHP Subsidy.

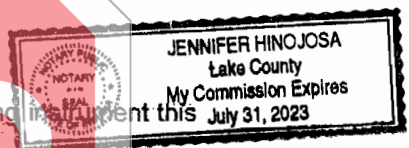
Borrower and Member acknowledge that the Bank may request additional documentation to assist with finalizing any property disposition that occurs during the Retention Period.

IN WITNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this 2nd day of August, 2016.

 Witness
 Borrower: LINDA SMILEY

Witness: _____ Borrower: _____
 State of (Indiana) _____
 County of (Lake) _____

This Document is the property of the Lake County Recorder!
 I, Linda Smiley, personally appeared before me and acknowledged the foregoing instrument this 2nd day of August, 2016.
 My Commission Expires: 7-31-2023
 My County of Residence: Lake



My Commission Expires: 7-31-2023
 My County of Residence: Lake
 Notary Public: Jennifer Hinojosa
 (Printed): Jennifer Hinojosa

(Member) _____
 By: 

(Witness) _____ (Member Representative) _____

(Printed Name of Witness) _____ (Printed Name and Title of Member) Phillip N. Fortner FUR + CRP 7/2015

State of (IN)
County of (Delaware)

) SS:



MEGAN I. JEFFERS
Resident of Delaware County, IN
My Commission Expires: February 26, 2021

Phil Fortner, personally appeared before me and acknowledged the foregoing instrument this 12th day of May, 2016

My Commission Expires: February 26, 2021 Megan Jeffers
Notary Public
My County of Residence: Delaware Megan Jeffers
(Printed)

This Instrument prepared by
(Upon recording, to be returned to) Jake Brown
~~Attorney at Law~~
First Merchants Bank
FHLBI Member Institution

10333 N Meridian St
Document is NOT OFFICIAL!
Indianapolis, IN 46290
(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)

This Document is the property of the Lake County Recorder!

Member Representative
Jake Brown Community Development Officer
(Printed Name and Title)

