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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 058803

2016 AUG 29 AM 11:42

MICHAEL B. BROWN
RECORDER

GRANT OF RIGHT OF FIRST REFUSAL

THIS GRANT OF RIGHT OF FIRST REFUSAL (this "Agreement") is made this 4th day of August, 2016 (the "Effective Date"), by and between Shirley C. Williams ("Grantor"), and Habitat for Humanity of Northwest Indiana, Inc., an Indiana nonprofit corporation, or its legal successor ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real estate in Lake County, Indiana, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Real Estate");

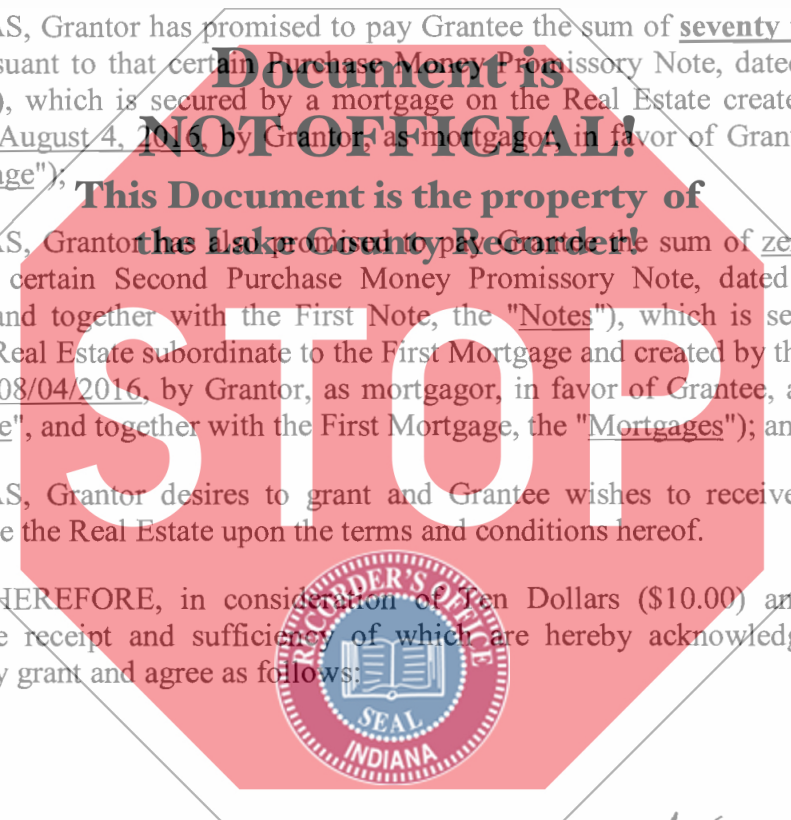
WHEREAS, Grantee conveyed the Real Estate to Grantor on or about the date hereof;

WHEREAS, Grantor has promised to pay Grantee the sum of seventy thousand dollars (\$70,000.00) pursuant to that certain Purchase Money Promissory Note, dated August 4, 2016 (the "First Note"), which is secured by a mortgage on the Real Estate created by that certain Mortgage, dated August 4, 2016, by Grantor, as mortgagor, in favor of Grantee, as mortgagee (the "First Mortgage");

WHEREAS, Grantor has promised to pay Grantee the sum of zero dollars (\$0.00) pursuant to that certain Second Purchase Money Promissory Note, dated 08/04/2016 (the "Second Note"), and together with the First Note, the "Notes"), which is secured by another mortgage on the Real Estate subordinate to the First Mortgage and created by that certain Second Mortgage, dated 08/04/2016, by Grantor, as mortgagor, in favor of Grantee, as mortgagee (the "Second Mortgage"), and together with the First Mortgage, the "Mortgages"); and

WHEREAS, Grantor desires to grant and Grantee wishes to receive, a right of first refusal to purchase the Real Estate upon the terms and conditions hereof.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby grant and agree as follows:



16-5379m

**Northwest Indiana
Title Services, Inc.**

101 E. 90th Drive Suite C
Merrillville, IN 46410

\$29,00
NET
JTB

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement and made a part hereof as though set forth herein verbatim.

2. Grant of Right of First Refusal. If, at any time during the term of the loan secured by the First Mortgage, Grantor receives a bona fide offer acceptable to Grantor for the purchase ("Transfer") of the Real Estate (the "Offer"), then:

- (a) Prior to accepting the Offer, Grantor shall provide written notice of the Offer to Grantee (the "Offer Notice"). The Offer Notice shall indicate (i) that Grantee has a bona fide written offer for the sale of the Real Estate, (ii) the name and address of the person offering to purchase the Real Estate, and (iii) the sales price and other terms of the sale. The Offer Notice shall also contain an offer to sell the Real Estate to Grantee upon the same terms and conditions set forth in the Offer;
- (b) Grantee shall have the right for thirty (30) days after receipt of the Offer Notice to elect to purchase the Real Estate on the terms and conditions of the Offer (the "Right of First Refusal"); and
- (c) If Grantee elects not to exercise the Right of First Refusal, Grantor may sell or convey the Real Estate to the party making the Offer at the same price and on the same terms and conditions contained in the Offer.

3. Exercise of Right of First Refusal. If Grantee elects to exercise its Right of First Refusal with respect to an Offer, then Grantee shall deliver to Grantor written notice of such election (the "Exercise Notice") within the time frame set forth in Section 2 of this Agreement. Within sixty (60) days after the delivery of the Exercise Notice, Grantor and Grantee shall execute a purchase agreement containing the same terms and conditions of the Offer (the "Purchase Agreement"). At closing, Grantee shall be entitled to a credit against the purchase price equal to the amount of the outstanding principal balance due under the Notes.

4. Termination of Right of First Refusal. The Right of First Refusal shall terminate upon Grantee's execution of a release of the First Mortgage (the "Termination Event"). The Right of First Refusal shall not apply to any offer or sale of the Real Estate after the occurrence of the Termination Event. A change in an Offer constitutes a new Offer to which the Right of First Refusal shall apply. If Grantee chooses not to exercise the Right of First Refusal and the Transfer is not consummated, Grantee shall not be deemed to have waived its Right of First Refusal, and the Right of First Refusal shall apply to any subsequent Offer.

5. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered three (3) days after deposit in the United States Mail as registered mail, return receipt requested, postage prepaid, or one (1) day after deposit with signed receipt to any national overnight courier for next business day delivery, in each case addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by at least five (5) days written notice to the other party):

If to Grantor: Shirley C. Williams
1717 Adams St.
Gary, IN 46407

If to Grantee: Habitat for Humanity of Northwest Indiana, Inc.
3777 Colfax
Gary, IN 46408
Attn: executive director

6. Miscellaneous.

(a) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and assigns.

(b) Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes any prior understandings, agreements, or representations by or among them, written or oral, to the extent they related in any way to the subject matter hereof.

(c) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.

(d) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto. No waiver by any such party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(f) Attorney's Fees. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to reasonable attorneys' fees and costs.

(g) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

- (h) Recordability. Either party may record this Agreement in the Office of the Recorder of Lake County, Indiana, to provide notice to third parties of the existence of the Right of First Refusal.
- (i) Relation to Notes and Mortgages. Nothing in this Agreement will be deemed to amend the terms of the Notes or the Mortgages or to permit any transfers by Grantor that are not permitted under the Notes or the Mortgages.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

"Grantor"

By: Shirley C. Williams

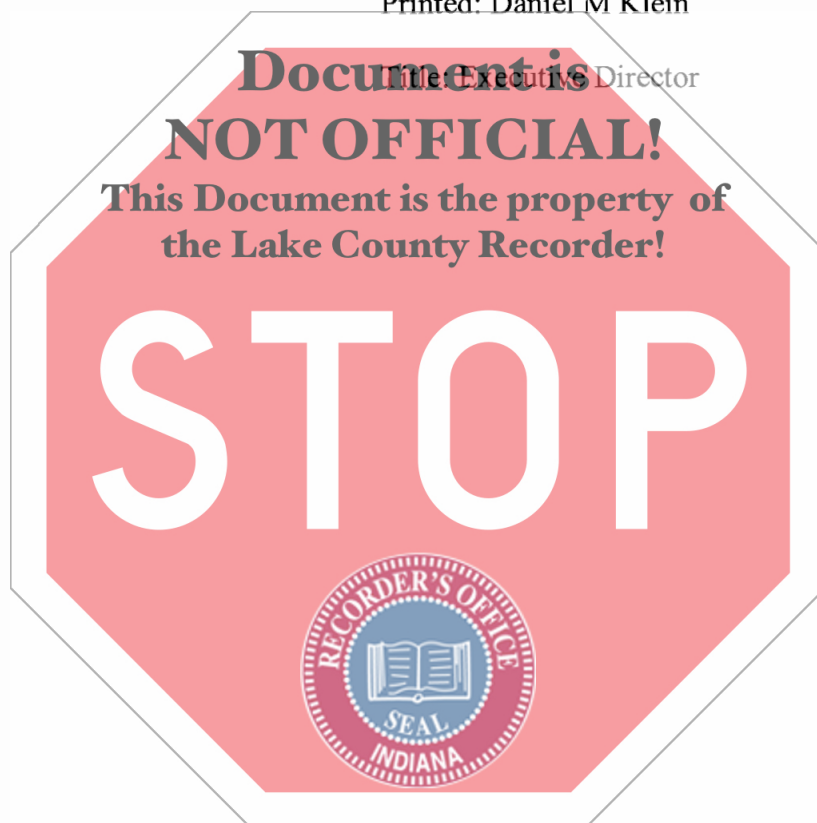
Printed: Shirley C. Williams

"Grantee"

Habitat for Humanity of Northwest Indiana, an
Indiana nonprofit corporation

By: Daniel M Klein E.D.

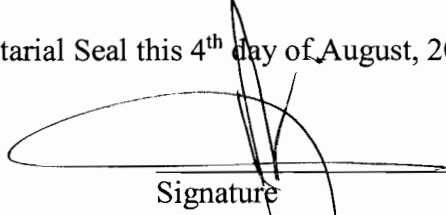
Printed: Daniel M Klein



STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared this 4th day of August, 2016 , Shirley C. Clark and Daniel M. Klein Executive Director, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of August, 2016

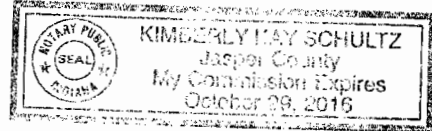


Signature

Kimberly Kay Schultz, Notary Public

My Commission Expires:
10/29/2016

County of Residence:
Jasper



This instrument was prepared by Gregory C. Touney, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282-0200. Telephone: (317) 236-2100.

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. Gregory C. Touney



EXHIBIT A

Legal Description

Lot 2 in FIELD OF DREAMS ADDITION to the City of Gary, Indiana, as per Record Plat thereof appearing in Plat Book 107, Page 44, in the Office of the Recorder of Lake County, Indiana



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

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 Miucnie IN 47305

“Borrower(s)” shall refer to Shirley Williams

For and in consideration of receiving direct subsidy funds (the “Subsidy”) in an amount not to exceed \$ 5000,00 under the Affordable Housing Program (“AHP”) of the FHLBI through the Member, with respect to that certain real property located at 1717 Adams St , in the city/town of Gary , 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 2 IN FIELD OF DREAMS ADDITION TO THE CITY OF GARY, INDIANA, AS PER RECORD PLAT THEROF APPEARING IN PLAT BOOK 107, PAGE 44 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, 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

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.

share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the 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 _____ day of _____

Witness:

Shirley C. Williams
Borrower:

Witness:

State of (*IN*)

County of (*Delaware*)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
MEGAN I. JEFFERS
Resident of Delaware County, IN
My Commission Expires: February 26, 2021

Philip Foster, personally appeared before me and acknowledged the foregoing instrument this day of *20 July 2016*

My Commission Expires: *2-26-2021*

Megan Jeffers
Notary Public

My County of Residence: *Delaware*

Megan Jeffers
(Printed)

(Member)

[Signature]

(Witness)

(Member Representative)

(Printed Name of Witness)

Philip W. Foster III
(Printed Name and Title of Member) *Gen. Trans.*

State of (IN)

) SS:

County of (Lake)

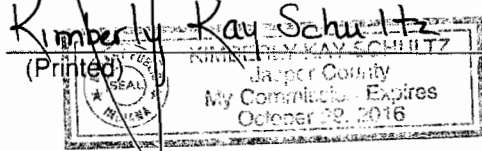
Shirly C. Williams

, personally appeared before me and acknowledged the foregoing instrument this 4 day of August 2016.

My Commission Expires: 10-29-16

My County of Residence: Jasper

Notary Public



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

Jake Brown

~~Attorney at Law~~

First Merchants Bank

FHLBI Member Institution

Document is

10333 N Meridian St

NOT OFFICIAL!

Indianapolis, IN 46290

(Preparer's Mailing Address)

This Document is the property of the Lake County Recorder!

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

Jake Brown Community Development Officer (Printed Name and Title)

