

**Return this recorded document to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**or, fax copy to:**

\_\_\_\_\_

**REAL ESTATE RETENTION AGREEMENT**

This Real Estate Retention Agreement (the "Agreement") is made, entered into and effective on the date of its execution by the last of the parties hereto to execute the same (the "Effective Date").

For purposes of this Agreement, the following terms shall have the meanings set forth in this document:

"FHLBank" shall refer to Federal Home Loan Bank of Topeka, located at One S.W. Security Benefit Place, Suite 100, Topeka, KS 66606.

"Member" shall refer to \_\_\_\_\_ (FHLBank's Member), located at \_\_\_\_\_.

"Borrower(s)" shall refer to \_\_\_\_\_.

For and in consideration of receiving direct subsidy funds in this amount:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Subsidy") under the Affordable Housing Program (the "AHP"), in accordance with 12 U.S.C. 1430(j), 12 CFR Part 1291, and the AHP Implementation Plan (the "Rules"), with respect to certain real property located at \_\_\_\_\_, in the City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_,

which is more fully described as follows:

(or as attached hereto as Exhibit A and made a part hereof) (the "Property").

Borrower hereby agrees to maintain ownership of and reside in the Property as their primary residence for a period of five years (60 months) (the "Retention Period") from (a) the closing date for the purchase of the Property as evidenced by the closing disclosure, or (b) the Effective Date of this Agreement for owner-occupied rehabilitation projects. Borrower further agrees that:

1. FHLBank, at P.O. Box 176, Topeka, KS 66601-0176, Attention: Housing and Community Development, is to be given immediate written notice of any sale or refinancing of this Property occurring before the end of the Retention Period.
2. In the case of the sale or refinancing of the Property before the end of the Retention Period (including a transfer or assignment of the title or deed to another owner, subject to certain exceptions outlined herein), Borrower shall repay to FHLBank from any net gain realized upon the sale or refinancing of the Property an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the Property, reduced for every month Borrower occupied the unit, as calculated by FHLBank per the methodology found on FHLBank's website, unless: (i) the Property was assisted with a permanent mortgage loan funded by an AHP-subsidized advance; (ii) the Property is sold to a very low-, low-, or moderate-income household, or proxy for such household, which is defined as having not more than 80% of the area median income; or (iii) following a refinancing, the Property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism as required by the Rules.
3. In the case of a foreclosure, deed-in-lieu of foreclosure, or assignment of the first mortgage to the Secretary of HUD, FHLBank must be given notice of such events, and the obligation to repay the direct Subsidy to FHLBank shall terminate upon the final settlement or disposition of the foreclosure, deed-in-lieu of foreclosure, or assignment. Upon the death of Borrower, this Agreement terminates and there is no obligation to repay the Subsidy.
4. The Subsidy is provided to Borrower as a grant, subject to the Retention Period. There is no obligation to repay the Subsidy, except as described in this Agreement, and there shall be no interest charged on this Subsidy.
5. Borrower agrees to properly record this Agreement with respect to the Property at Borrower's expense.
6. Upon request and satisfaction of the terms required by this Agreement, FHLBank agrees to release this Agreement without charging a processing fee. Borrower agrees to record the release of this Agreement at Borrower's expense.

7. Borrower waives the rights of presentment and notice of dishonor. Presentment means the right to require FHLBank to demand payment of amounts due. Notice of dishonor means the right to require FHLBank to give notice to other persons that amounts due have not been paid.
8. Borrower acknowledges FHLBank may request additional documentation to assist with finalizing any disposition of the Property that occurs during the Retention Period. Borrower agrees to reasonably comply with any such requests for additional documentation.
9. If any part of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement, or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible.

**Borrower:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Borrower:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_  
 Signature (Notary Public)

**(seal)**

\_\_\_\_\_  
 Typed or Printed Name

My Commission Expires: \_\_\_\_\_