

518 E Glen Park
Griffith 46319

8

91026930

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of JUNE, 1991, by and between Pete & Kathy Georgis, (hereinafter called the owners and sometimes referred to as buyers) and Earl G. Schreiber d/b/a Schreiber Const. and Remodeling (hereinafter called contractor).

WITNESSETH:

1. For and in consideration of the payment by the owners to the contractor of the sum of One Hundred Forty-Seven Thousand Five Hundred Seventy-Five (\$147,575.00) Dollars, the contractor agrees with the said owners to erect and finish a single family residence in a satisfactory and workmanlike manner, upon the following described real estate, to-wit:

Lot 16, Countryshire Estates Addition Phase II, Town of Griffith, as shown in Plat Book 69, Page 30, and Corrected in Plat Book 69, Page 50, Lake County, Indiana.

(hereinafter referred to as the real estate)

according to and in conformity with this Agreement and Specifications, a copy of which are hereto attached and signed the parties (as modified hereinafter). Pete and Kathy Georgis certify themselves to be the owners of said real estate and that said real estate is free and clear of any liens.

2. Said contractor shall provide and furnish at his own expense good and sufficient materials and all labor necessary for the completing and finishing of said premises according to this Agreement and the plans except as hereinafter stated:

3. Cost of Building (Purchase Price). The owners agree with the contractor to pay to him the sum of One Hundred Forty-Seven Thousand Five Hundred Seventy-Five (\$147,575.00) Dollars in terms as follows:



ROBERT BOB B. REED AND
RECORDER

JUN 3 2 14 PM '91

STATE OF INDIANA/S.S.NO.
LAKE COUNTY
FILED FOR RECORD

FILED

JUN 3 1991

Quinn N. Antone
AUDITOR LAKE COUNTY

00050 20.00

a. Two Thousand Five Hundred (\$2,500.00) Dollars down payment with const. draws as per bank, owner and SCR upon execution of this agreement.

b. Approximately Fifty Thousand (\$50,000.00) Dollars when building is "rough in". For purpose of this Agreement, the building will be considered in "rough in" condition when the basement, foundations, frame, roof and outside walls are complete.

c. Approximately Fifty Thousand (\$50,000.00) Dollars when building is ready for dry wall.

d. Balance of cash within fifteen (15) days after total completion.

4. Changes. The cost of any changes from the Plans and Specifications shall be added to the agreed purchase price but no change shall be made unless in writing and signed by both parties.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
The owners have the right to inspect the building and the premises at any time during the progress of the work and may make any alterations, deviations, additions, or omissions to or from said Agreement by giving written notice before the "rough in" has been completed, and the same shall in no wise affect the validity of the Agreement, but the difference in cost if any, occasioned thereby shall be added to or deducted from the amount of the contract as the case may be by a fair and reasonable valuation to be made by the contractor.

5. Construction and Completion of the Building.

a. The work shall be commenced on or before bank approval of owner const. financing, weather permitting, and shall be fully completed and ready for occupancy within six (6) months from the date of this Agreement, baring unforeseen circumstances, acts of God, strikes, and circumstances beyond the control of the contractor.

b. Final waivers of lien, from the contractor, subcontractor or materialmen receiving final payment, or for

whose work final payment is being made, will be required, waiving all claims of money for labor and material furnished or to be furnished, and will be required before final payment is made for the labor, materials, craft, contractor, subcontractor or material covered by such payment.

c. The owners and contractor hereby agree that no lien shall attach to the real estate, building, structure or any other improvement of the owner and that this provision shall be valid against the subcontractors, mechanics, journeymen, laborers or persons performing labor upon or furnishing materials or machinery for such property. The contractor shall not supply or arrange for either himself or any subcontractor, mechanic, journeyman, laborer or person performing labor to supply labor, material or machinery prior to the time of the filing of this Agreement in the Recorder's Office of Lake County, Indiana.

d. The contractor hereby waives and releases any contractor's, mechanic's or materialmen's lien, or claim or right of such lien, on the described premises and on improvements now or hereafter located thereon and which now exist or might otherwise arise because of the labor or materials furnished or to be furnished by the undersigned pursuant to this agreement after all contractual and additional extra payments are made by the owner.

6. Miscellaneous

a. The building permits, and every kind of municipal or county licensing permits necessary to commence work on the aforesaid new premises shall be acquired and paid for by the contractor.

Said building shall conform to all local and state law and building codes.

b. Contractor shall pay for all public utility costs incurred by him during construction and to date of closing.

c. When the building is delivered to the owners, it shall be free and clear from all liens of any kind due to the

aforesaid construction. When the last payment called for in paragraph 3D hereinabove and payment for all extra and additional work, if any, shall be made by the owners to the contractor, the contractor shall give the keys and exclusive possession to the owners upon receipt thereof.

d. Both parties agree that all terms and conditions of this Agreement are included herein, and no verbal agreements of any kind shall be binding upon them.

e. This contract shall not be assignable by either party without prior written consent of the party not so assigning; and said contract shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, if any there be.

g. ~~Debris cleaning:~~ Contractor to remove all debris from the premises of new structure before final payment. At completion of job, building shall be left broom clean.

g. The contractor shall maintain fire insurance in the amount of the purchase price and general liability insurance on the premises during construction in the amount of \$500,000/\$500,000 insuring both of the parties hereto, and shall deliver proof of such insurance to the owners prior to commencement of construction; the contractor shall also maintain workmen's compensation on all employees, workmen and others brought onto the premises by the contractor, and in any event to the fullest extent permitted by laws and regulations, contractor shall indemnify and hold harmless the owners and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, whether any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the work itself) including the loss of use resulting therefrom and whether any claim is caused in whole or in part by any act or omission of contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

h. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The contractor shall, if required, furnish such evidence as to kind and quality of materials.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

STOP
When required by the specifications, or when called for by the owner, the contractor shall furnish the owner for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed.

1. Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except for non-payment of sums due herein as agreed and except as contractor and owner may otherwise agree in writing.

j. The owners have the right to inspect the building and the premises at any time during the progress of the work. The contractor shall give the owner seven (7) days notice prior to the performance of any concrete work, including but not

limited to, the pouring of the foundation, sidewalks and driveway. The contractor shall allow the owner to inspect the performance of this work.

1. If the work is defective, or contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, owner may order contractor to stop the work or any portion thereof, until the cause for such order has been eliminated; however, this right of owner to stop the work shall not give rise to any duty on the part of owner to exercise this right for the benefit of contractor or any other party.

7. Modification to Plan.

1. House foundations at 18" thk, except front & front porch at 10" thk.
2. Porches & garage foundations at 5' x 4' height.
3. 2' x 10' roof over garage.
4. No brick on sides of foundation.
5. Replace window in laundry rm with ext. door & conc. porch with railings.
6. Basement floor at 4" thk.
7. Gas to fireplace.

These items (including work and material) shall be considered to be included in the plans and specifications if not mentioned therein (superceding anything to the contrary therein mentioned) and are not considered as extras or changes and the performance or supplying of such work and materials is included in the cost of purchase price thereof.

8. Items Not Included in the Contract. The following items shall not be included in the contract and shall be performed or provided, as the case may be, solely by the owners and at their own expense, separate and apart from any obligation on the part of the contract herein:

- a. No black dirt or fill figured to be brought into lot.
- b. No appliances included.
- c. No painting or staining included.
- d. No ceramic or wood flooring included.
- e. Title search or title policy on lot.

9. Warranties.

a. Prior to receiving the final payment, the contractor agrees to provide the owners with a one (1) year express written general warranty covering all construction which is the subject of this agreement, including, but not limited to, all work performed and the general quality and habitability of the entire building. Additionally, the warranty will specifically cover:

1. All mechanical parts of the house, including, but not limited to water heaters, furnaces and all other mechanical fixtures.

2. All masonry and plaster work from structural failure.

3. Water leaks.

b. The above-mentioned warranty shall not relieve the contractor of any implied warranties or other obligations which may raise under applicable state or federal laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of June, 1991.

Subscribed And Sworn To
Before Me This 1st Day OF June

JANET R. SUROVIAK
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAR. 21, 1995

Janet R. Suroviak

Pete Georgis

PETE GEORGIS

Kathy Georgis

KATHY GEORGIS

"OWNERS"

Pete Georgis, Subscribed and Sworn to before me this 1st day
of June, 1991.

Janet R. Suroviak

NOTARY PUBLIC Janet R. Suroviak

My Commission Expires: March 21, 1995

County of Residence:
Lake

Document is NOT OFFICIAL!
This Document is the property of
the Lake County Recorder.

Earl G. Schreiber

EARL G. SCHREIBER d/b/a
Schreiber Const. & Remodeling
BY:

Subscribed and Sworn to before me this 1st day
of June, 1991.

Janet R. Suroviak

NOTARY PUBLIC Janet R. Suroviak

My Commission Expires:
March 21, 1995

County of Residence:
Lake

