

4

### SWORN STATEMENT AND NOTICE OF INTENTION TO HOLD MECHANIC'S LIEN

February 8, 1996

To: LILY MAE WEST A/K/A LILY M. WEST

Address: 1101 E. 56th Avenue, MERRILLVILLE, INDIANA 46410

You are hereby notified that LAWRENCE H. WACHTER A/K/A LARRY WACHTER

(hereinafter called "Claimant") whose address is 12881 WHITEOAK AVENUE, CEDAR LAKE, IN 46303

intend(s) to hold a Mechanic's Lien on the following described real estate:

SEE ATTACHED PAGE MARKED EXHIBIT "A" FOR LEGAL DESCRIPTION OF REAL ESTATE, WHICH IS MADE A PART HEREOF BY REFERENCE,

1101 E. 56th Avenue, Merrillville, IN 46410  
commonly known as \_\_\_\_\_  
(including Street and Number, if any, and other common description)

\_\_\_\_\_ and improvements thereon, for the amount of Seven Thousand Eight Hundred-----

----- Dollars (\$ 7,800.00) for (work and labor done) and (materials furnished) by Claimant for improvement(s) of said real estate within the last sixty (60) days which improvement(s) (is)(are) more specifically described as follows:

See attached Copy of Letter to Robert Workman and Lily Mae West, 1101 E. 56th Avenue, Merrillville, IN 46410 dated January 9, 1996, marked Exhibit "B" which is made a part hereof by reference.

The undersigned individual executing this instrument, having been duly sworn upon his oath, under the penalties of perjury hereby states that Claimant intends to hold a mechanic's lien upon the above-described real estate and the described improvement(s), and that the facts and matters set forth in the foregoing statement are true and correct.

*Lawrence H. Wachter*  
(Signature)

LAWRENCE H. WACHTER A/K/A LARRY WACHTER  
(Printed)

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

Before me, a Notary Public in and for said County and State, personally appeared LAWRENCE H. WACHTER A/K/A LARRY WACHTER

who acknowledged the execution of the foregoing Sworn Statement and Notice of Intention to Hold Mechanic's Lien, and who, having been duly sworn, under the penalties of perjury, stated that the facts and matters therein set forth are true and correct.

Witness my hand and Notarial Seal this 8th day of February, 1996.

My Commission Expires 4-14-99

Signature *James R. Bielefeld*  
Printed JAMES R. BIELEFELD  
Notary Public

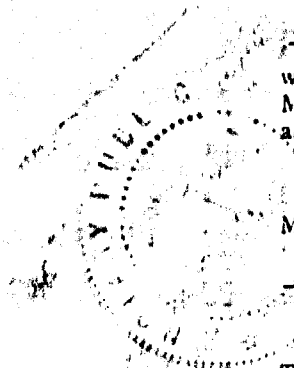
Residing in Lake County, Indiana.

This instrument was prepared by James R. Bielefeld, attorney at law.

96008720

96FEB - 8 PM 1:31

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



7-113 - Po. Box 717 CP. 46307

21.00  
CS  
SK

EXHIBIT "A"

LEGAL DESCRIPTION OF LILY MAE WEST REAL ESTATE LOCATED AT 1101 E. 56TH AVENUE, MERRILLVILLE, INDIANA, TO BE ATTACHED TO AND MADE A PART OF NOTICE OF INTENTION TO HOLD MECHANIC'S LIEN TO BE FILED ON SAID REAL ESTATE BY LAWRENCE H. WACHTER, MASON CONTRACTOR, ON FEBRUARY 8, 1996.

Part of the Southwest Quarter of the Northeast Quarter of Section 3, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at a point of intersection of the West line of the Northeast Quarter and the center line of 56th Avenue; thence South 85 degrees 16 minutes 15 seconds East along the center line of 56th Avenue, a distance of 966.5 feet to the place of beginning, thence south 4 degrees 43 minutes 45 seconds West 170 feet, thence South 85 degrees 16 minutes 15 seconds East 382.84 feet; thence North 00 degrees 16 minutes 09 seconds East 163.82 feet to the center line of 56th Avenue; thence North 82 degrees 38 minutes 19 seconds West 148.05 feet; thence North 85 degrees 16 minutes 15 seconds West 220.63 feet more or less to the place of beginning, in Lake County, Indiana.

KEY NO. 15-17-108; Tax Unit No. 8.

ALSO:

Part of the SW $\frac{1}{4}$ , NE $\frac{1}{4}$  Section 3, Township 35 North, Range 8 West of the 2nd P.M., described as beginning at the Southeast corner of the SW $\frac{1}{4}$ , NE $\frac{1}{4}$  of said Section 3, thence North 00 degrees 16 minutes 09 seconds West along the East line of the SW $\frac{1}{4}$ , NE $\frac{1}{4}$  of said Section 3 a distance of 520.71 feet more or less to a point 163.82 feet South of the center line of 56th Avenue; thence North 75 degrees 16 minutes 15 seconds West, 382.84 feet; thence South 00 degrees 16 minutes 15 seconds East, 552.18 feet more or less to the South line of the NE $\frac{1}{4}$  of said Section 3, thence South 89 degrees 59 minutes 01 second East, 381.39 feet more or less to the point of beginning, containing 4.697 acres more or less in Lake County, Indiana.

KEY NO. 15-17-104; Tax Unit No. 8.

JAMES R. BIELEFELD

EXHIBIT "B"

100 S. MAIN STREET  
MAILING ADDRESS: P.O. BOX 717  
CROWN POINT, INDIANA 46307  
TELEPHONE (219) 663-0245

January 9, 1996

Mr. Robert Workman  
Ms. Lily Mae West  
1101 E. 56th Avenue  
Merrillville, IN 46410

Re: Larry Wachter, Mason Contractor

Dear Mr. Workman and Ms. West:

I represent Larry Wachter. You hired him to do work and furnish material at the real estate located at the above-listed address. The last work done on the property was on Saturday, December 16, 1995. Initially, your contract called for the following:

All Labor and Material:

- Pour 10" x 20" footing with 5 bag mix and 2 No. 4 rebar.
- Lay 10" block walls with 40 pieces 1/2" rebar, 8' x 8" long and drilled into beam or plate.
- Lay 8" blocks on chimney wall and underpin chimney when house is set down.
- Parge walls to brick ledge, put wash on footing.
- Tar walls same height.
- Apply 2 layers of 6 mill visqueen over tarred walls.
- Nail wood lath to hold visqueen on walls, tar wood lath with plastic cement to keep from rotting.
- Lay approximately 16" to 24" of red brick to height of beam or plate.
- Pour 3 pads 24" x 24" x 10" where lolly columns go to hold beam (beam and lolly columns to be set by others).
- Set 6 windows 3 - 16" x 32" with screen and storm windows and 3 - 24" x 32" with screen and storm windows. (PLEASE NOTE THAT THERE WAS AN AGREED CHANGE ON THIS WINDOW ITEM. The three (3) 24" x 32" windows, the larger of the windows, were taken out of the job, and in return Larry agreed to do the following: Forming, laying down wire, pouring, finishing, and setting anchor bolts on concrete slab approximately 10'3" x 8'3" for milk house concrete, which was heated when installed, with calcium chloride added, and covered. \$200.00 was allowed for this other work described in return for the deletion of the three larger windows, plus a \$25.00 deduction was to be made from the total price. In addition, the three (3) 16" x 32" windows that are to be installed will be windows with screens, as none are available that also have storm windows. They do not make such windows with storms.)
- Pour 4" floor over gravel with visqueen as a barrier. Finish to be troweled and sloped to all drains.
- ORIGINAL TOTAL: \$13,982, RAISED TO \$14,000.00 ON SIGNED CONTRACT due to other prior work done to shore house.
- Half down and balance at completion of job.
- Winterizing if necessary will have to use Propane heaters and anti-freeze, also water will have to be heated, and this will all be an additional charge.

SINCE BEGINNING THE WORK ON THIS JOB, THE FOLLOWING NECESSARY EXTRA ITEMS NOT INCLUDED IN THE ORIGINAL CONTRACT HAVE HAD TO BE ADDED AS ADDITIONAL COSTS TO BE PAID BY YOU, AS THE OWNERS:

A. WINTERIZING: Installation of tarps, 2 x 4's, use of heaters and L.P. Gas:

Heater usage: \$5.00 per day for 30 days:	\$150.00	
L.P. Gas used:		730.56
Nails, 2 x 4's, 2 x 6's and extra tarps purchased at Menards: (Note: tarps on hand placed around perimeter of house were not charged for)		133.64
Labor of workers:		435.00
Larry's labor:		170.80
TOTAL WINTERIZING REQUIRED:		\$1,620.00

B. LABOR AND MATERIAL USED IN MOVING THREE 8" I-BEAMS PER SPECIFIC REQUEST OF OWNER: 300.00  
(N.B. This was supposed to have been done by the House-Raiser, Gilmore, but Mr. Workman asked Larry to reset them correctly.)

C. ADDITION OF WIRE MESH TO BASEMENT FLOOR (6 x 6 x 10) AT SPECIFIC REQUEST OF OWNER, TO STRENGTHEN FLOOR: 150.00  
(Cost of wire mesh was \$130.00; labor to install was \$20.00 in addition.)

D. COST OF STYROFOAM AND TAR, WITH LABOR, TO COVER BASEMENT WALL, CUT AND FIT TO BLOCK WALL, TO CONFORM TO TOWN OF MERRILLVILLE BUILDING CODE, NOT INCLUDED IN ORIGINAL BID; OWNER DIRECTED LARRY TO INSTALL THIS:

COST OF STYROFOAM AND TAR:	\$810.00	
LABOR TO INSTALL:	390.00	
TOTAL:	<u>\$1,200.00</u>	\$1,200.00

E. WORK DONE AT SPECIFIC REQUEST OF OWNER TO INSTALL FOOTING, FOUNDATION CHIMNEY BLOCKS, CUT AND TAPER, CLEAN-OUT DOOR FOR WOODBURNER, RELATIVE TO GAS-STOVE FOR KITCHEN AND WOOD-BURNER FOR BASEMENT, WORK ALL DONE IN BASEMENT TO GRADE LEVEL:

MATERIAL:	\$75.00	
LABOR:	225.00	
TOTAL:	<u>\$300.00</u>	300.00

F. NECESSARY WORK DONE AT SPECIFIC REQUEST OF OWNER TO FORM AND POUR FOOTING PAD FOR FURNACE AND SETTING FURNACE AT CORRECT HEIGHT ON 16 CEMENT BRICKS, FOUR ON EACH CORNER, IN ORDER THAT CONCRETE FLOOR COULD BE POURED; 55.00

---

TOTAL OF ADDITIONAL WORK DONE AT SPECIFIC REQUEST OF OWNER, AS REQUIRED TO BE DONE; \$3,625.00

RECAPITULATION

ORIGINAL CONTRACT AMOUNT: \$14,000.00

PLUS ADDITIONAL REQUIRED WORK AND MATERIAL PER LISTING IN A. THROUGH AND INCLUDING F. IN THIS LETTER; 3,625.00

---

TOTAL CONTRACT WITH ADDITIONS: \$17,625.00

CREDIT PROMISED RELATIVE TO TRADE OF 3 WINDOWS FOR OTHER WORK, PER PAGE 1 OF THIS LETTER: -25.00

---

TOTAL: \$17,600.00

At the present time, the necessary cost to my client to complete this job as contracted for in terms of labor and materials to completion is estimated to be approximately \$1,800.00; therefore at the present time if this figure were to be subtracted from the \$17,600.00 total amount owed, the difference amounts to \$15,800.00, which is what Larry has into this job at present, in terms of labor and materials. Since you have paid him a total to date of \$8,000.00, that leaves a balance of \$7,800.00. Your failure to take the necessary steps to have the work done that will make it possible for Larry to ~~being~~ work toward completion is stopping him from going ahead on this job. The carpenter work that must be done as a condition precedent to Larry being able to finish the brick on the foundation and complete his contract with you (other than the installation of the 3 windows.... only two could be put in now without a plate installed for the 3rd window, and they should all be put in at the same time) has not been started to date, and until it is done, Larry cannot proceed, but stands ready to work on this job to completion, weather permitting. In the meantime, you owe him what he has in this job, which is \$7,800.00 unpaid dollars. His last work was done on the job on December 16, 1995, and his right to a mechanic's lien will expire on approximately February 14, 1996. It will become



necessary to file a Notice of Intention to hold a mechanic's lien on or before that date, if Larry has not been paid up current before then, it will of course be necessary for him to file his Notice against your property. Please make your arrangements for payment within the next couple of weeks so that this does not become necessary.

In the meantime, please be further advised that none of the things mentioned in this letter prior to this point pertain to the additional work that will have to be done per your request that Larry says that you want done as follows:

\$3,000.00 for labor and material for laying double chimney approximately 32" x 16" with one 8" x 8" flue for the kitchen gas stove and one 8" x 12" flue for the wood burner in the basement. Lay approximately 6' hearth and 6' wall x 4' high behind stove with rollock cap.

This has not been properly contracted for yet and will not be worked on until signed for and until proper arrangements to guarantee payment have been made.

Larry stands ready to talk with you at any time; he just wanted you to know what his position was at this time, and after discussing it with me at my office, we decided to write to you before filing a lien. If you wish to talk with Larry about your situation, please call him immediately and he will come over to talk with you.

Thank you very much.

Very truly yours,

  
James R. Bielefeld

cc: Mr. Larry Wachter