

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
NO-LIEN AGREEMENT

2005 047332

2005 JUN 10 AM 10:10

WHEREAS, the parties to this agreement entered into a Construction Loan Agreement ("Agreement") between and ERI Housing INC ("Contractor") on 1509 E High St, which Agreement was simultaneously executed with this No-Lien Agreement and is by reference incorporated herein and made a part hereof.

MICHAEL A. BROWN
RECORDER

(AKA Lot 142 Guyton Subdivision Hobart IN 46342)

WHEREAS, the parties to the Agreement wish to enter into a No-Lien Agreement pursuant to L.C. 32-8-3-1 that will prohibit liens from attaching to the real estate, building, structure, or any other improvement belonging to Owner(s) which real estate is more particularly described in the attached Exhibit "A" which is by reference incorporated herein and made a part hereof (the "Property").

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and to satisfy the requirements of the Construction Agreement dated, the parties enter into the following:

1. The parties hereto acknowledge that they have this date simultaneously entered into an Agreement whereby Owner has employed Contractor as a general contractor for the purpose of performing all the principal office of the Contractor which is currently located at 3212 Elkhart Rd, Gosport IN 46526, and shall be made available at reasonable times for inspection upon the request of any sub-contractor, mechanic, journeyman, laborer, or person performing labor upon or furnishing materials or machinery for the Owner's real estate or improvements constructed thereon. As is more fully set forth in the Agreement, Owner shall pay the Contractor for the full performance of the Agreement, a maximum sum as described in the Construction Loan Agreement dated 19 Nov 2004, which Agreement is being executed contemporaneously herewith, in the manner and at the times therein more fully described; and Contractor shall furnish for the improvements all labor, materials, and incidental services as specified in the Agreement and in conformity with all the provisions thereof.

2. The parties agree that all of the work to be performed by contractor is to be performed under a No-Lien Agreement pursuant to L.C. 32-8-3-1, and it is agreed that there shall be no liens filed against the property described in Exhibit "A" or any improvements made thereon by Contractor or any of its employees or sub-contractors, or any mechanic, journeyman, laborer, or person performing labor upon or furnishing materials any machinery for the work performed upon the Property.

3. The parties agree that within five (5) days of the execution of the No-Lien Agreement they shall cause this No-Lien Agreement to be recorded in the office of the Recorder of LAKE Country.

By: Ray M. Foster

By: Craig Pawling General Manager

Ray M. Foster
Owner

Craig Pawling
Contractor

Before me, a Notary Public, in and for said County and State, personally appeared Ray M. Foster and Craig Pawling who, having been duly sworn, acknowledge the foregoing No-Lien Agreement.

My Commission Expires: 5-18-2007

Paul I. Hoffmeyer
Rec. of St. Joseph City

State of IN
County of Elkhart

TICOR HBT
920047945

Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.

10-
LP
TI

TICOR TITLE INSURANCE
Crown Point, Indiana

