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1599 E 93rd Merrillville IN. 46410
Office 219-738-2799 Fax 219-756-0636

2008 063271

CONTRACT TO BUILD HOUSE

THIS AGREEMENT MADE AND ENTERED INTO ON 9-2-08 BY AND BETWEEN C&A HOMES, INC, HEREINAFTER CALLED "CONTRACTOR" AND Craig Lear and Laura Pelcher, HEREINAFTER CALLED "PURCHASER".

WITNESSETH:

THAT FOR THE CONSIDERATION HEREINAFTER SET OUT AND UNDER THE TERMS AND CONDITIONS HEREINAFTER SET OUT, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. THAT CONTRACTOR AGREES TO CONSTRUCT A RESIDENTIAL DWELLING FOR THE BENEFIT OF THE PURCHASER, SUBSTANTIALLY IN ACCORDANCE TO PLANS AND SPECIFICATIONS PROVIDED BY THE CONTRACTOR BY THE PURCHASER,

2. THE LEGAL DESCRIPTION OF THE REAL ESTATE TO BE IMPROVED BY THIS CONTRACT IS AS FOLLOWS:
Lot 606 in Renaissance, Unit 4, a subdivision in the town of St. John, Indiana, as per Record Plat there of appearing in Plat Book 101, page 89, all in the office of the Recorder of Lake County, Indiana.
COMMONLY KNOWN AS 9844 Aster Cove, St. John, IN Lot 606 Renaissance Sub. Of Lake County, Indiana.

3. CONTRACTOR WARRANTS AND REPRESENTS THAT CONTRACTOR IS ENGAGED IN THE BUSINESS WHICH IS THE SUBJECT MATTER OF CONTRACTOR'S OBLIGATIONS HEREUNDER AND AGREES TO PERFORM SUCH OBLIGATIONS AS AN INDEPENDENT CONTRACTOR. CONTRACTOR SHALL FURNISH ALL MATERIALS, WORK, LABOR AND SERVICES, NECESSARY TOOLS, EXPENDABLE EQUIPMENT AND MATERIALS, ALL UTILITY AND TRANSPORTATION SERVICES AND EVERYTHING NECESSARY AND REQUIRED TO PERFORM A COMPLETE CONSTRUCTION OF THE PROPERTY IN A GOOD AND WORKMANLIKE MANNER. THE PREMISES ARE SOLD SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD, IF ANY, PROVIDED THESE DO NOT PROHIBIT ERECTION AND MAINTAINANCE OF THE IMPROVEMENTS TO BE ERECTED HEREUNDER, TO UTILITY EASEMENTS, AND THE FIRST MORTGAGE HEREINAFTER DESCRIBED. CONTRACTOR IS NOT RESPONSIBLE FOR ANY UNUSUAL SITE CONDITIONS, OBSTACLE EXCAVATIONS, OR DEWATERING. SOIL BEARING MUST BE 2500 LBS. PER SQUARE INCH WITH STANDARD FOOTINGS. ANY SOIL BORINGS OR ENGINEERING TO BE PURCHASER'S RESPONSIBILITY.

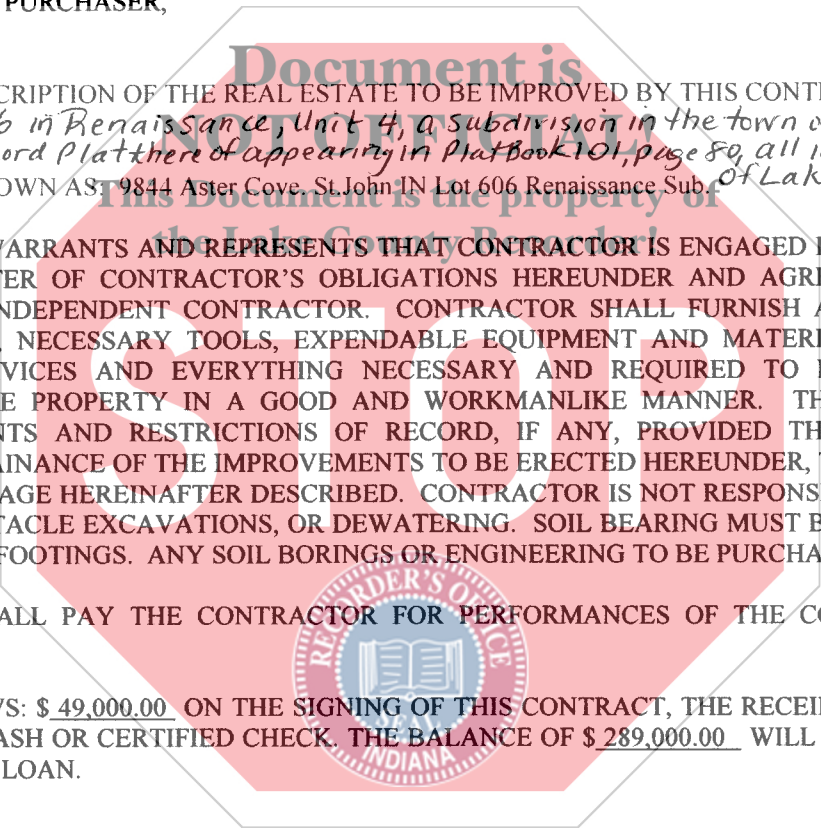
4. PURCHASER SHALL PAY THE CONTRACTOR FOR PERFORMANCES OF THE CONTRACT THE SUM OF: (\$338,000.00).

TO BE PAID AS FOLLOWS: \$ 49,000.00 ON THE SIGNING OF THIS CONTRACT, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY CASH OR CERTIFIED CHECK. THE BALANCE OF \$ 289,000.00 WILL BE FINANCED THROUGH THE PURCHASER'S END LOAN.

5. THIS CONTRACT IS SPECIFICALLY A "NO LIEN" CONTRACT PURSUANT TO THE TERMS OF I.C. 32-28-3 ET SEQ. AS SUCH A LIEN MAY NOT ATTACH TO THE REAL ESTATE, BUILDING, STRUCTURE, OR ANY OTHER IMPROVEMENTS CONTAINED IN THIS CONTRACT AND TO WHICH CONTRACTOR AND PURCHASER HAVE AGREED TO PROVIDE UNDER THE TERMS SET FORTH HEREIN. ANY SUCH LIEN FILED SHALL BE OF NO FORCE AND EFFECT.

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2008 SEP 23 AM 11:45
MICHAEL S. BROWN
RECORDER



6. CONTRACTOR SHALL MAINTAIN DURING THE TERM OF THIS AGREEMENT WORKMEN'S COMPENSATION INSURANCE FOR ALL WORKERS EMPLOYED AT THE SITE OF THE BUILDING BY CONTRACTOR, AND IN CASE ANY WORK IS SUBLET, HE SHALL BE REQUIRED TO SEE THAT ALL SUB-CONTRACTORS PROVIDE WORKMEN'S COMPENSATION INSURANCE FOR THE LATTER'S EMPLOYEES, UNLESS THE SAME ARE COVERED BY THE PROTECTION AFFORDED BY THE CONTRACTOR UNDER WORKMEN'S COMPENSATION INSURANCE.

7. DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL TAKE OUT AND MAINTAIN PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE TO PROTECT HIM AND ANY OF HIS SUB-CONTRACTORS AND OTHER PERSONS PERFORMING WORK COVERED BY THIS CONTRACT FOR CLAIMS AND DAMAGES FOR PERSONAL INJURY, INCLUDING ACCIDENTAL DEATH, WHICH MAY ARISE FROM OPERATIONS UNDER THIS CONTRACT WHETHER SUCH OPERATIONS BE BY THE CONTRACTOR OR ANY SUB-CONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR ANY OF THE SUB-CONTRACTORS. THE CONTRACTOR SHALL FURNISH TO PURCHASER, UPON PURCHASER'S REQUEST, PROOF OF SUCH INSURANCE REQUIRED UNDER THIS AGREEMENT.

8. CONTRACTOR AGREES TO SECURE AND MAINTAIN FIRE AND EXTENDED COVERAGE INSURANCE UPON THE ENTIRE STRUCTURE AND UPON THE MATERIALS APPLIED IN THE BUILDING OF THE STRUCTURE DURING THE TERM OF THIS CONTRACT. SAID INSURANCE SHALL BE ENDORSED TO PROTECT THE PARTIES HERETO, AS THEIR INTEREST SHALL APPEAR. CONTRACTOR SHALL FURNISH TO PURCHASER, UPON PURCHASER'S REQUEST, SATISFACTORY PROOF OF THE INSURANCE ABOVE REQUIRED.

9. IN THE EVENT THAT THE PURCHASER DESIRES TO MAKE ANY CHANGE IN THE PLANS OR IN THE ITEMS OF MATERIAL AND LABOR TO BE FURNISHED BY CONTRACTOR, PURCHASER SHALL NOTIFY CONTRACTOR OF SUCH INTENDED CHANGES, AND CONTRACTOR SHALL THEREUPON FURNISH PURCHASER WITH A STATEMENT SHOWING ADDITIONAL COST OF SUCH CHANGES OR THE AMOUNT OF CREDIT TO BE ALLOWED BY REASON THEREOF. BEFORE SUCH CHANGES ARE MADE, PURCHASER SHALL EXECUTE A WRITTEN CONSENT TO SUCH ADDITIONAL CHARGES OR CREDITS. ANY CREDIT RESULTING FROM SUCH CHANGES SHALL BE PAID AT THE TIME OF POSSESSION; ANY FEES FOR INCREMENTAL EXPENSES RESULTING FROM THE CHANGES SHALL BE PAID AT THE TIME THE CHANGE ORDER IS EXECUTED AND SIGNED OFF ON BY PURCHASER. AT NO TIME SHALL CHANGES TAKE PLACE UNTIL AUTHORIZATION FROM PURCHASER AND FULL PAYMENT IS RECEIVED. PURCHASERS AGREE TO COMPLETE THE SELECTION PROCESS, WHERE APPLICABLE, ACCORDING TO "EXHIBIT A", ATTACHED FOR REFERENCE. CONTRACTOR RESERVES THE RIGHT TO USE ITS STANDARD SELECTIONS IF PURCHASERS, AFTER REASONABLE NOTICE, DO NOT COMPLETE THE SELECTION PROCESS AS AGREED.

HOWEVER, IN THE EVENT THIS CONTRACT IS CONTINGENT UPON PURCHASER'S SALE OF CURRENT RESIDENCE, AND PURCHASER DESIRES CERTAIN UPGRADES, EXTRAS AND OPTIONS TO THE HOUSE NOW BEING CONSTRUCTED BY CONTRACTOR, WHICH ARE NOT A PART OF THE ORIGINAL CONTRACT, AND WHEREAS, IN THE EVENT CONTRACTOR ADDS SAID UPGRADES, EXTRAS OR OPTIONS, IT DESIRES TO BE COMPENSATED IN THE EVENT THAT THE TRANSACTION IS NOT FINALIZED.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

- A. THAT THE CONTRACTOR SHALL ADD THE ADDITIONAL UPGRADES AND EXTRAS AS SET FORTH IN THE CHANGE ORDERS AT A RATE OF \$50.00 PER CHANGE ORDER EXCLUDING OVERAGES IN ALLOWANCES.
- B. AS LONG AS THIS CONTRACT IS CONTINGENT UPON THE SALE OF PURCHASER'S RESIDENCE THE PURCHASER SHALL PRE-PAY CONTRACTOR FOR ANY AND ALL UPGRADES, EXTRAS OR OPTIONS.
- C. IN THE EVENT PURCHASER IS UNABLE TO COMPLETE THIS TRANSACTION IN A TIMELY MANNER (UPON COMPLETION OF THE HOME) FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO INABILITY TO SECURE FINANCING, INABILITY TO SELL AN EXISTING HOME OR FOR ANY OTHER REASON WHATSOEVER, THE UNDERSIGNED PURCHASER HEREBY AGREES TO FORFEIT ITS EARNEST MONEY AS LIQUIDATED DAMAGES FOR THE UPGRADES AND EXTRAS THAT HAVE BEEN ADDED BY CONTRACTOR AT PURCHASER'S REQUEST.
- D. THE ABOVE LIQUIDATED DAMAGES IN NO WAY, HOWEVER, SHALL LIMIT THE CONTRACTORS DAMAGES ON THE ORIGINAL BREACH OF CONTRACT, BUT ARE THE SOLE REMEDY OR DAMAGE TO BE USED REGARDING THE UPGRADES.

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10. CONTRACTOR AGREES TO COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS AND TO SECURE THE NECESSARY PERMITS AND LICENSES IN CONNECTION WITH THE OPERATION OF THE WORK TO BE PERFORMED BY CONTRACTOR HEREUNDER AND CONTRACTOR HEREIN FURTHER AGREES TO ASSUME THE COSTS OF SUCH NECESSARY PERMITS OR LICENSES.

11. COMMENCEMENT OF CONSTRUCTION: UNLESS CONTRACTOR ELECTS TO COMMENCE CONSTRUCTION EARLIER, THE CONSTRUCTION OF THE IMPROVEMENTS ON THE REAL ESTATE BY CONTRACTOR SHALL BE COMMENCED UPON RECEIPT BY CONTRACTOR FROM PURCHASER OF ALL OF THE FOLLOWINGS:

- A. A FIRM LOAN COMMITMENT FROM A SATISFACTORY MORTGAGE LENDER;
- B. ANY CONSTRUCTION DEPOSIT IN CASH SPECIFIED HEREIN OR IN THE PURCHASE AGREEMENT;
- C. A SIGNED SPECIFICATIONS SHEET REFERRED TO AS "EXHIBIT A".

CONTRACTOR AGREES TO PROVIDE ITS BEST SKILL AND JUDGMENT IN THE PERFORMANCE OF THE WORK IT IS OBLIGATED TO PERFORM UNDER THIS AGREEMENT, TO COMMENCE WORK AND TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AS SOON AS WEATHER PERMITS, AND TO PROCEED WITH PERFORMANCE OF SAID WORK IN A DILIGENT AND WORKMANLIKE MANNER. IN THE EVENT CONTRACTOR BECOMES UNABLE TO PERFORM THIS AGREEMENT BECAUSE OF CIRCUMSTANCES BEYOND ITS CONTROL, IT SHALL ONLY BE LIABLE TO RETURN PAYMENTS MADE BY PURCHASER TO IT. IT SHALL NOT BE LIABLE FOR DELAYS IN PERFORMANCE ARISING FROM CIRCUMSTANCES BEYOND ITS CONTROL INCLUDING, BUT NOT LIMITED TO, STRIKES, FLOODS, UNAVAILABILITY OF MATERIALS, PRICE RESTRICTIONS, UNAVAILABILITY OF LABOR, WAR, OR THE THREAT OF WAR, AND WEATHER, NOR SHALL CONTRACTOR BE HELD RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

12. PURCHASER OR PURCHASER'S REPRESENTATIVE SHALL HAVE ACCESS TO THE WORK AT ALL TIMES WHENEVER IT IS IN PROGRESS. PURCHASER AGREES THAT SUPERINTENDANT MUST BE PRESENT FOR PROPERTY VIEWINGS. IF IN THE EVENT THE PURCHASER ENTERS THE WORKSITE WITHOUT SUPERINTENDANT SUPERVISION, PURCHASER HOLDS CONTRACTOR HARMLESS FROM ANY LIABILITIES THE PURCHASER MAY HAVE INCURRED.

13. UPON RECEIPT OF NOTICE THAT THE WORK HEREIN HAS BEEN COMPLETED AND IS READY FOR INSPECTION AND ACCEPTANCE, THE PURCHASER OR HIS REPRESENTATIVES SHALL EXPEDITIOUSLY MAKE SUCH INSPECTION AND THE PURCHASER AND HIS REPRESENTATIVES SHALL MAKE THE TOTAL PAYMENT DUE UNDER THIS CONTRACT. IN THE CASE THERE IS A DISCREPANCY BETWEEN PURCHASER AND CONTRACTOR AS TO WHETHER SUBSTANTIAL COMPLETION OF CONSTRUCTION HAS OCCURRED OR AS TO THE QUANTITY OF ANY ESCROWS TO BE ESTABLISHED FOR UNCOMPLETED CONTRACTOR WORK, KEILMAN & ASSOCIATES ARCHITECTS, OR A MUTUALLY AGREEABLE ARCHITECT SHOULD KEILMAN & ASSOCIATES BE UNAVAILABLE, SHALL RENDER AN OPINION BINDING UPON BOTH PARTIES.

THIS TRANSACTION SHALL BE CLOSED NOT LESS THAN FIVE (5) DAYS NOR MORE THAN TEN (10) DAYS AFTER THE LATER OF (1) WRITTEN NOTICE OF SUBSTANTIAL COMPLETION OF CONTRACTOR'S CONTRACTUAL CONSTRUCTION OBLIGATION IS GIVEN BY CONTRACTOR TO PURCHASER, UNLESS EXTENDED BY BOTH CONTRACTOR AND PURCHASER, OR (2) WRITTEN NOTICES OF SUBSTANTIAL COMPLETION FROM KEILMAN & ASSOCIATES IS OBTAINED. IF THE CONTRACT CALLS FOR PURCHASER TO COMPLETE CERTAIN ASPECTS OF CONSTRUCTION WHICH DELAY THE CLOSING REQUIRED ABOVE, THEN CONTRACTOR SHALL HAVE THE OPTION AND RIGHT TO EITHER (1) COLLECT INTEREST ON THE TOTAL CONTRACT AMOUNT FROM THE DATE CLOSING SHOULD HAVE OCCURRED AT THE RATE OF 18% PER ANNUM OR (2) TO PERFORM THE CONSTRUCTION WORK IN QUESTION ON BEHALF OF THE PURCHASER AND AT PURCHASER'S SOLE EXPENSE. SUCH AMOUNT SHALL BE CONSIDERED AN ADDITION TO THE PURCHASE PRICE OF THIS CONTRACT. CONTRACTOR SHALL BEAR THE RISK OF LOSS UNTIL CLOSING. AT CLOSING, CONTRACTOR SHALL EXECUTE AND DELIVER A SPECIAL WARRANTY DEED CONVEYING THE REAL ESTATE TO PURCHASER AND A VENDOR'S AFFIDAVIT. PURCHASER SHALL TAKE POSSESSION OF THE REAL ESTATE ON OR AFTER CLOSING.

14. THE EXECUTION OF THIS AGREEMENT IS THE ONLY INDUCEMENT FOR THE CONTRACTOR TO BEGIN CONSTRUCTION. IN THE EVENT PURCHASER SHALL BREACH OR OTHERWISE FAIL TO FULLY PERFORM ALL OBLIGATIONS HEREUNDER, CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE WORK HEREUNDER AND IT IS AGREED THAT LIQUIDATED DAMAGES FOR SUCH FAILURE OR BREACH SHALL CONSIST OF EIGHTEEN PERCENT (18%) INTEREST ON THE BALANCE DUE FROM PURCHASER HEREUNDER FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE DATE OF REMEDYING DEFAULT IN ADDITION TO REASONABLE

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ATTORNEY'S FEES, TAXES AND ASSESSMENTS AND ALL OTHER FEES AND EXPENSES AS MAY BE DUE THIRD PARTIES FROM CONTRACTOR, ANY APPLICABLE SELLING COMMISSIONS, AND ANY AND ALL OTHER OBLIGATIONS.

15. PURCHASER AGREES THAT THE DIRECTION AND SUPERVISION OF THE WORKING FORCES, INCLUDING SUBCONTRACTORS, REST EXCLUSIVELY WITH THE CONTRACTOR, AND PURCHASER AGREES NOT TO ISSUE ANY INSTRUCTION TO, OR OTHERWISE INTERFERE WITH SAME. THE PURCHASER FURTHER AGREES NOT TO NEGOTIATE FOR ADDITIONAL WORK WITH THE CONTRACTOR'S SUBCONTRACTORS EXCEPT WITH THE CONTRACTOR'S CONSENT AND IN SUCH MANNER AS WILL NOT INTERFERE WITH CONTRACTOR'S COMPLETION OF WORK UNDER THIS CONTRACT.

16. ALL STRUCTURAL AND MECHANICAL COMPONENTS (EXCLUDING FLATWORK) ARE FULLY GUARANTEED (MATERIAL AND LABOR) FOR A PERIOD OF ONE YEAR FROM THE DATE OF CLOSING. CONTRACTOR WILL NOT BE RESPONSIBLE FOR FAILURE OF MATERIALS OR EQUIPMENT NOT CONTRACTORS FAULT, BUT WILL HOWEVER, DELIVER ANY AND ALL APPROPRIATE WARRANTIES FROM SUBCONTRACTORS TO PURCHASER. CONTRACTOR IS NOT RESPONSIBLE FOR WARRANTY OF DETERIORATION DUE TO NATURAL WEAR AND TEAR, ACTS OF GOD, EXPANSION OR SHRINKAGE OF LUMBER, SETTLING OF FOUNDATION OVERDIG BACKFILL MATERIAL, CONCRETE CRACKS AND PITTING CAUSED BY FREEZING AND THAWING, SALT, OR ANY OTHER REASON. ALL FLOOR COVERINGS WILL BE WARRANTED BY MANUFACTURER THROUGH WHOLESALE OR RETAIL DISTRIBUTOR. CONTRACTOR WILL ASSIST PURCHASER IN OBTAINING REMEDIES WHERE IT IS AGREED THAT DETERIORATION IS DUE TO POOR MANUFACTURING OR SUBSTANDARD QUALITY OR MATERIAL AND/OR LABOR. PURCHASER UNDERSTANDS BACKFILL, ESPECIALLY IN FOUNDATION OVERDIG, WILL SETTLE SUBSTANTIALLY, AND ACCEPT FULL RESPONSIBILITY FOR RE-ESTABLISHING GRADE CHANGES DUE TO SETTLING OF FILL MATERIAL. IF AN OBSERVATION OR DISPUTE ARISES, CONTRACTOR WILL USE THE SPECIFICATIONS PROVIDED BY THE NATIONAL ASSOCIATION OF HOME BUILDERS IN THE RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES ADDITIONAL ARBITRATION WILL BE PROVIDED BY KEILMAN & ASSOCIATES ARCHITECTS, CHICAGO, IL IF NECESSARY.

17. PURCHASER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING FINANCING AND SHALL PROVIDE CONTRACTOR EVIDENCE OF AN END-LOAN (MORTGAGE LOAN) FINANCING COMMITMENT AND EQUITY ADEQUATE TO PAY FOR THE HOUSE AND LOT AT CLOSING. FAILURE TO DO SO SHALL BE EVIDENCE OF BREACH OF CONTRACT.

18. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO, THERE BEING NO ORAL OR OTHER AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES, SUPERSEDES ANY AND ALL PREVIOUS AGREEMENTS AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. SEE ATTACHED SPEC SHEET AND PLANS (EXHIBIT A) FOR CONSTRUCTION DETAILS.

19. THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR PERSONAL REPRESENTATIVES, ASSIGNS AND ANY AND ALL SUCCESSORS IN INTEREST TO THE PARTIES HERETO.

20. AT NO TIME MAY THE PURCHASER MOVE INTO THE SUBJECT HOUSE UNTIL IT HAS BEEN PAID FOR IN FULL.

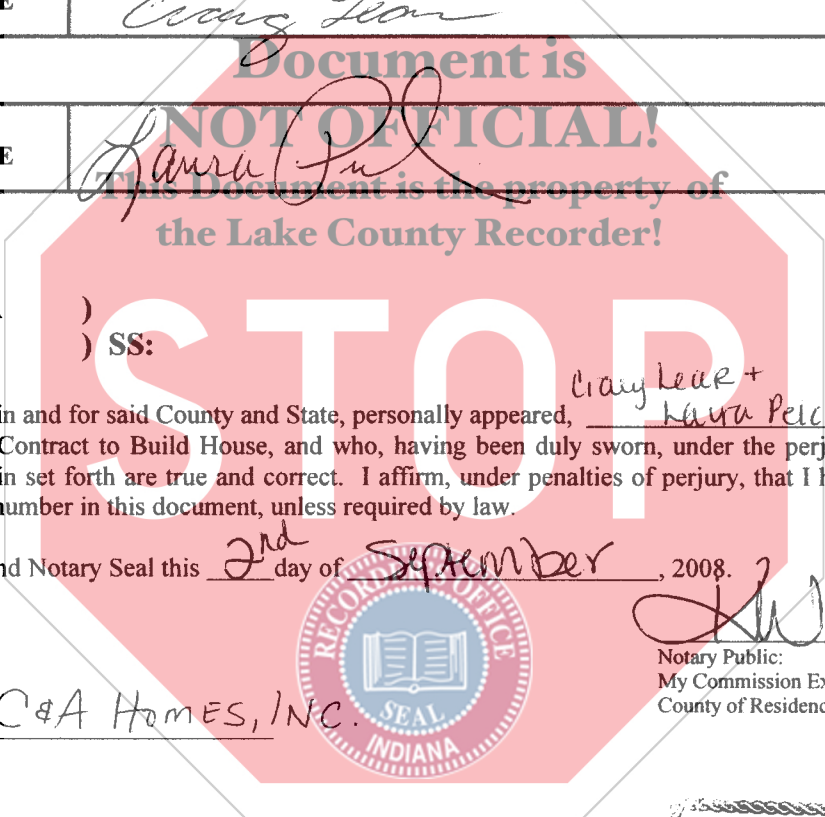
21. IF A DISPUTE ARISES BETWEEN THE PARTIES, BOTH PARTIES AGREE TO SETTLE THE DISPUTE BY USING BINDING ARBITRATION, CONTRACTOR WILL USE THE SPECIFICATIONS PROVIDED BY THE NATIONAL ASSOCIATION OF HOME BUILDERS IN THE RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES. IN THE EVENT THAT A WARRANTY ITEM IS NOT COVERED IN THE HOMEOWNER MANUAL, BOTH PARTIES AGREE TO HIRE KEILMAN & ASSOCIATES ARCHITECTS TO ARBITRATE AND BOTH PARTIES AGREE TO BE BOUND AND ABIDE BY THE ARBITRATOR'S DECISION. THE UNSUCCESSFUL PARTY MUST PAY ALL ARBITRATION AND ATTORNEY'S FEES.

CONTRACTOR	C & A HOMES, INC.
PURCHASER(S)	Craig Lear + Laura Pelcher
CURRENT ADDRESS	
HOME PHONE	
CELL PHONE	
WORK PHONE	
EMAIL	

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS 2nd DAY OF Sept, 2008

PURCHASER SIGNATURE Craig Lear

PURCHASER SIGNATURE Laura Pelcher



STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared, Craig Lear + Laura Pelcher who acknowledged the execution of the foregoing Contract to Build House, and who, having been duly sworn, under the perjuries of penalties of perjury, stated that the matters therein set forth are true and correct. I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Witness my hand and Notary Seal this 2nd day of September, 2008.

Kristin Winans
 Notary Public:
 My Commission Expires: Jan 13, 2016
 County of Residence: LAKE

This instrument was prepared by: C & A Homes, Inc.



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