

5

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

After Recording Return To:
First Financial Bank, N.A.
Attn: Retail Mortgage Lending
225 Pictoria Drive, Ste 700
Cincinnati, OH 45246

2013 021517

2013 MAR 22 AM 9:15

MICHAEL B. BROWN
RECORDER

(Space Above This Line For Recording Data)

No-Lien Contract

THIS AGREEMENT made and entered into by and between CP Partners, the Contractor/Builder (hereafter called the "Builder"), and Eric A. Mlynarczyk, the Owner and Borrower (hereafter called the "Borrower").

WITNESSETH THAT:

WHEREAS, Builder and Borrower have entered into a construction contract in which Builder agrees to erect a single family dwelling to be used as a primary residence (hereafter called "Premises") for Borrower upon the real estate hereinafter described, in the Exhibit A attached hereto and made a part hereof.

WHEREAS, the parties have agreed to a no-lien contract provision and are desirous of incorporating it into the construction agreement.

NOW, THEREFORE, in consideration of mutual promises, the parties agree as follows:

1. **Waiver of Lien.** Builder will pay for all materials of every kind and description used by it in the construction of the Premises for the Borrower on the real estate and that it will fully pay, when due, all wages and compensation due or to become due and owing to each and every employee or laborer who may be employed by it and Builder. Builder waives for itself and all other persons, firms or corporations that may perform labor or furnish materials or supplies in the construction of Premises, all right to take or claim a mechanic's lien upon Premises or any buildings or improvements now existing or to be erected upon the real estate. Builder further agrees on behalf of itself and all subcontractors, mechanics, journeymen, laborers or persons, firms or corporations performing labor upon or furnishing material or machinery for the construction of Premises, or the preparation of the real estate for the construction of Premises

FIDELITY NATIONAL
TITLE COMPANY

2013-0183

19
FB
AD

that no lien shall attach to the real estate, or any building, structure or other improvement located thereon.

2. No-Lien Contract. The parties agree that no lien shall attach to the real estate, building, structure or any other improvement of the Borrower by the Builder, any subcontractors, mechanics, journeymen, laborers or persons, firms or corporations performing labor upon or furnishing materials or machinery for such property or improvement of the Borrower. Also, the Builder agrees to enter into agreements with all subcontractors, mechanics, journeymen, laborers or persons, firms or corporations performing labor upon or furnishing materials or machinery for such property or improvement of the Borrower, which agreement shall contain an explicit waiver of lien clause requiring that no liens shall attach to the real estate, building, structure or other improvement of the Borrower.

The parties agree that this No-Lien Contract is intended to be construed as being a part of the construction contract, and is not an agreement separate and distinct from the construction agreement, and all terms and conditions of the construction agreement are affirmed.. Accordingly, the parties agree that the consideration for the construction contract shall be regarded as consideration for this No-Lien Contract.

3. Binding Effect. This No-Lien Contract shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

4. Governing Laws. This No-Lien Contract shall be governed by and subject to the laws of the State of the premises' address.

The parties hereby acknowledge execution of this document, and state that any representations contained herein are true.

IN WITNESS WHEREOF, the parties have executed this document together with the construction contract on the 25 day of February, 2013.


Borrower signature

Borrower signature

Printed: Eric A. Mlynarczyk

Printed: _____


Builder signature

Printed: Timothy G. Henderlong
C.P. Partners, LLC



ACKNOWLEDGEMENT

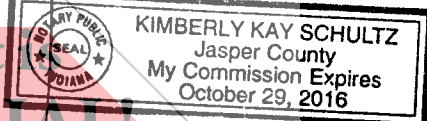
STATE OF Indiana)
)SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared Timothy G Henderloeh on behalf of Builder/Contractor and Eric A Mlynarczyk, Borrower/Owner, who acknowledged the execution of the foregoing No-Lien Contract and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Seal this 25th day of February, 2013.

[Signature]
Notary Public

My Commission Expires: 10/29/16
My County of Residence: Jasper



Prepared by First Financial Bank, N.A.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Kim Schultz
Printed Name

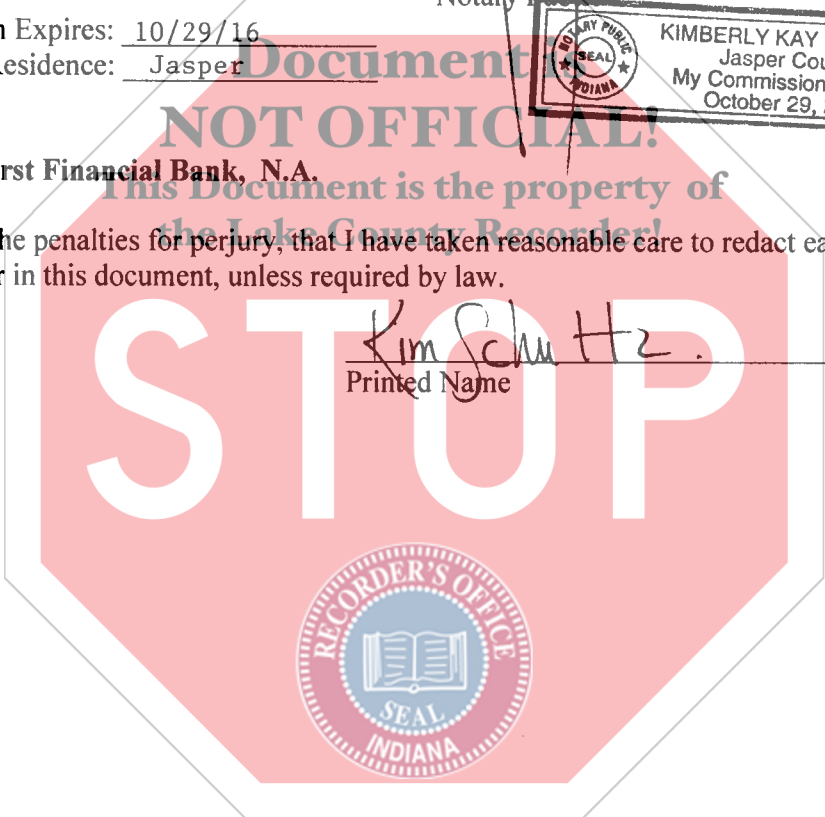


Exhibit "A"

LEGAL DESCRIPTION



920130183

EXHIBIT A

Lot 154 in Penn Oak Unit Four East, as per plat thereof, recorded in Plat Book 100 page 87, in the Office of the Recorder of Lake County, Indiana.

45-16-09-431-016-000-042.

