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DeMotte State Bank
10119 W. 133rd Ave
PO Box 683
Cedar Lake, Indiana 46303

2014 005718

**CONTRACTOR AFFIDAVIT, CONTINGENT FINAL WAIVER
AND RELEASE OF LIEN**

(For use with final payment applications)

STATE OF Indiana, COUNTY OF Lake, SS:

General Contractor:
("Contractor")

Paradise Builders
Casey Wedding, Owner

Project No.:

Pay Request No.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B. BROWN
RECORDER
2014 JAN 30 AM 11:00

Construction Lender:

DeMotte State Bank ("DSB")
10119 W. 133rd Ave
PO Box 683
Cedar Lake, Indiana 46303

Owner:
(if different)

Jason and Donna Cochran
the Lake County Recorder!

Project:

Jason and Donna Cochran
2181 W. 153rd Ave
Crown Point, Indiana

Contract Amount:

\$350,685.00

Loan Amount:

\$350,000.00

Contract Date:

July 11, 2013

Contract Scope of Work:

Custom Built Home

The undersigned, being duly sworn, deposes, certifies and says that: (i) he (she) is an officer of, and is duly authorized to make this Contractor Affidavit, Contingent Final Waiver and Release of Lien on behalf of the above-named Contractor; (ii) Contractor has contracted with Owner to furnish certain labor and/or materials as follows: Electric, Plumbing, Cabinets, mill work, overhead for the above Project; (iii) the final balance due from Owner for labor performed and material furnished to said Project is the sum of Three Hundred fifty thousand & no/100 Dollars

15.00
MT
PP

13-35471-2
HOLD FOR MERIDIAN TITLE

(\$350,000.00), which amount either has been received, or which shall be paid to Contractor either upon the execution of this Final Waiver and Release of Lien, or shall be paid to Contractor at the final closing of the Project; (iv) with the exception of the final balance noted in (iii) above, Contractor has received all payments due under its Contract referred to above ("Contract"); (v) Contractor has completed all of the work for the Project which is required under the Contract and has paid in full or otherwise satisfied all of its obligations to its subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees for all labor performed, materials and equipment furnished, and services rendered to the Project, and has paid or otherwise satisfied all other claims and indebtedness associated with the performance of the Contract; and (vi) no other party has any claim, or right to a lien on account of any work performed, materials or equipment furnished, or services rendered for said Project under the Contract.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the final payment to be received by it under the Contract, Contractor, for itself and its subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees **HEREBY**:

(A) EXPRESSLY AND FOREVER WAIVES, RELEASES AND RELINQUISHES all rights to hold, assert, enforce or file any and all claims and liens which Contractor now has or may have against Owner, Construction Lender, or any other equitable or legal interest holder in the Project, the Project itself (including without limitation the real property on which such Project is located and the improvements thereon), and Owner's contract proceeds to which it now or in the future may be entitled to receive from the Owner and/or Construction Lender or any other third party, for any and all labor performed, materials and equipment furnished, and services provided to or for the Project by or through Contractor; and

(B) EXPRESSLY AND FOREVER AGREES TO INDEMNITY, DEFEND AND HOLD HARMLESS Owner and Construction Lender, their officers, agents, representatives, and employees, and any other equitable or legal interest holder in the Project, from and against any claim or lien of any kind whatsoever asserted through or under Contractor, including without limitation any claim or lien asserted by any person who has furnished labor, materials, equipment or services to Contractor, and from and against any and all damages, losses and expenses, including attorney fees, arising therefrom or incurred in connection therewith.

This Affidavit, Contingent Final Waiver and Release of Lien has been executed and tendered by the undersigned on behalf of Contractor to induce payment by Owner and/or Construction Lender of the above amount.

Date: 12-18-13

CONTRACTOR: Paradise Builders

By:

Casey Wedding
Casey Wedding, Owner
 Printed Name and Title

STATE OF Indiana)
) SS:
 COUNTY OF Newton)



Subscribed and sworn to before me, a Notary Public, in and for said County and State this 18 day of December, 2013.

Signature: Kimberly Wedding

Printed: Kimberly Wedding

My Commission Expires: Oct. 24, 2021

My County of Residence Is: Newton