

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

KEVIN MARTIN,

Defendant.

Case No.: _____

District Judge _____

Magistrate Judge _____

CONSENT DECREE

I. INTRODUCTION

1. This action was brought by the United States to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the “Fair Housing Act”).

2. In its Complaint, the United States alleges that Defendant Kevin Martin violated the Fair Housing Act by discriminating against tenants and prospective tenants because of sex in the rental of dwellings that he owned and managed in and around Athens County, Ohio. Specifically, the United States alleges that, since at least 2010 and continuing until at least 2020, Defendant Martin subjected actual and prospective female tenants to discrimination because of sex, including unwelcome and severe or pervasive sexual harassment. The Complaint alleges the conduct included, but was not limited to:

- a. Offering to grant tangible housing benefits—such as reducing rent or excusing late or unpaid rent—to female tenants and prospective tenants in exchange for engaging in sexual acts with him;
- b. Subjecting female tenants and prospective tenants to unwelcome sexual touching;

- c. Appearing at or entering the residences of female tenants without their permission and with no apparent legitimate reason to do so;
- d. Requesting sexual acts from actual and prospective female tenants;
- e. Making unwelcome sexual comments and sexual advances to female tenants and prospective tenants;
- f. Demanding that female tenants engage in sexual acts with him in order to not lose housing; and
- g. Taking adverse housing actions—such as initiating (or threatening to initiate) eviction actions—against female tenants who objected to or refused his sexual advances.

3. The United States alleges that the conduct described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act and a denial to a group of persons of rights granted by the Fair Housing Act that raises an issue of general public importance.

4. The United States and the Defendant (collectively, the “Parties”) agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

5. The Parties have agreed that the claims against Defendant should be resolved without further litigation. Therefore, the Parties consent to the entry of this Consent Decree, as shown by the signatures below.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

II. TERMS AND DEFINITIONS

6. The provisions of this Consent Decree shall apply to Defendant, his officers, agents, employees, successors and assigns, and all other persons or entities in active concert or participation with him.

7. This Consent Decree is effective immediately upon its entry by the Court. The “effective date” of this Consent Decree refers to the date on which the Court enters the Consent Decree.

8. “Aggrieved Person” means anyone whom the United States has determined was harmed by Defendant’s discriminatory housing practices.

9. “Contact or Communications” includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made directly or through third parties.

10. “Dwellings” has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

11. “Property Management Responsibilities” include the following: advertising dwelling units for rent; showing or renting dwelling units; processing rental applications; negotiating rents and security deposits; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; performing or supervising repairs or maintenance at dwelling units; collecting rent, fees, or payments under land installment contracts; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal Contact or Communications with tenants, prospective tenants, or parties to land installment contracts with Defendant.

12. Unless otherwise specified herein, the provisions of this Consent Decree apply to “Subject Properties,” which refers to any residential rental property: (1) that is owned, leased, managed, or operated by Defendant; or (2) that is owned or operated by any entity of which Defendant is an officer, agent, employee, or partner; or (3) in which Defendant has any ownership, financial, or controlling interest. “Subject Properties” also includes residential properties subject to land installment contracts between Defendant and prospective purchasers. This definition of “Subject Properties” applies whether the residential property is currently owned or subsequently acquired during the term of this Consent Decree and includes the following properties: 8157 Salem Road in Athens, Ohio; 8211 Salem Road in Athens, Ohio; 5015 State Route 56 in Athens, Ohio; and 111 Williams Street in Nelsonville, Ohio.

III. INJUNCTIVE RELIEF

A. Prohibition Against Discrimination and Retaliation Under the Fair Housing Act

13. Defendant, his officers, agents, employees, transferees, successors, heirs, and assigns, and all other persons or entities in active concert or participation with them, are permanently enjoined, with respect to the rental of dwellings, from:

- a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of sex;
- b. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex;

- c. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, because of sex; or
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, including by retaliating against any persons exercising their rights under this Consent Decree.

B. Prohibition Against Contact with Aggrieved Persons

14. Defendant shall be permanently prohibited from purposefully or knowingly engaging in Contact or Communications, either directly or indirectly, with: (1) any person the United States identifies as an Aggrieved Person, and (2) any person whom Defendant knows or believes to be a family member or close relation of any of the Aggrieved Persons.

15. If Defendant inadvertently or unintentionally initiates any Contact or Communications with any individual identified in Paragraph 14 above, or such person initiates such Contact or Communication with Defendant, Defendant will immediately discontinue the Contact or Communication and take all reasonable steps to avoid any further Contact or Communication.

C. Prohibition Against Property Management

16. Defendant is permanently enjoined from directly or indirectly performing any Property Management Responsibilities at any Subject Properties, with the limited exception set forth in Paragraph 18 below.

17. For as long as Defendant owns, leases, manages, or controls any Subject Properties, all Property Management Responsibilities at the Subject Properties must be handled by a third-party property manager (hereinafter, “Manager”), consistent with Section D, with the limited exception set forth in Paragraph 18 below.

18. Notwithstanding the provisions of Paragraphs 16 and 17, Defendant may have Contact and Communications with the current tenants of the Subject Properties located at 8211 Salem Road and 5015 State Route 56, provided that (a) there is no change to the current tenancy, (b) the tenants of those properties are employed by Defendant to perform Property Management Responsibilities, and (c) Defendant’s Contact and Communications with those tenants directly relates to those Property Management Responsibilities. If Defendant wishes to offer these Subject Properties as residential rentals to anyone other than the current tenants, or enter into land installment contracts for these properties, he must comply with all requirements for Subject Properties set forth in this Consent Decree. Defendant must notify the United States within five (5) days of either of the following occurrences: (a) Defendant serves any notice or initiates any action requiring a current tenant to vacate a Subject Property or (b) a current tenant of a Subject Property provides notice to Defendant of their intention to terminate their lease and/or move from the Subject Property.

19. Defendant is permanently enjoined from entering the premises of any of the Subject Properties. This includes all areas of a dwelling and facilities that are provided in connection with the Subject Property, including communal spaces, yards, parking areas, driveways, and garages.

D. Additional Provisions Regarding Property Management

20. Within five (5) days of the effective date of this Consent Decree, Defendant will provide the United States with the name, contact information, and any relevant qualifications of his proposed Manager, for the United States' approval. The United States will not unreasonably withhold approval for Defendant's proposed Manager.

21. Within five (5) days of the United States' approval of the Manager, Defendant shall retain the Manager to perform all Property Management Responsibilities at the Subject Properties, subject to the exception set forth in Paragraph 18 above.

22. If, after retaining the Manager, Defendant wishes to change the Manager for any reason, he will submit the name, contact information, and any relevant qualifications of the proposed new manager to the United States for written approval at least ten (10) days prior to retaining the individual or entity.

23. Defendant will do the following through the Manager for all Subject Properties:
- a. Implement, subject to the United States' approval, a written policy prohibiting sex discrimination, including sexual harassment, and other forms of housing discrimination. The written policy will include a formal complaint procedure. A copy of this policy and procedure will be provided to counsel for the United States within sixty (60) days of the effective date of this Consent Decree. The policy and procedure shall be implemented within five (5) days of the United States' approval, at which time the Manager will distribute a written copy of the policy and procedure to (i) all tenants of Subject Properties, (ii) all parties to land installment contracts for Subject Properties, and (iii) all persons performing Property Management Responsibilities at Subject Properties. Within five (5) days

of such distribution, Defendant will provide the United States with documentation confirming that the Manager distributed the policy and procedure in accordance with this Paragraph. Thereafter, the policy and procedure will be distributed to all new tenants at the time of lease signing and to new parties to land installment contracts at the time of contract signing. If, at any time during the effective period of this Consent Decree, Defendant wishes to amend the policy or procedure, Defendant shall seek approval of any change or amendment to the policy or procedure from the United States prior to implementation of any amended policy or procedure.

- b. Ensure that all persons involved in performing Property Management Responsibilities at the Subject Properties, including the Manager, attend and provide proof of completion of a live training on the Fair Housing Act pursuant to the procedure outlined in Section F below. The attendees will be provided a copy of this Consent Decree before or at the training.
- c. Require that any advertising for any of the Subject Properties, including online, print, radio, television or other media, social media, signs, pamphlets, brochures and other promotional literature include either a fair housing logo, the words “equal housing opportunity provider,” and/or the following sentence: “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability.” The words or logo will be legible and prominently placed.

- d. Maintain all rental records kept in relation to rental and management of the Subject Properties and allow the United States to inspect and copy such records upon reasonable notice.
- e. Provide any information reasonably related to compliance with this Consent Decree that is requested by the United States.

E. Reporting Acquisition or Transfer of Interest in Residential Properties

24. If Defendant acquires a direct or indirect ownership, management, financial, or controlling interest in any residential rental property during the term of this Consent Decree, such property will be a Subject Property for purposes of this Consent Decree. Defendant must provide written notification to the United States within seven (7) days of acquiring such an interest, identifying the property address and the nature of the interest acquired. Defendant will further provide the United States with copies of any documents memorializing the transfer or creation of the interest in the property.

25. If Defendant subsequently sells or transfers his ownership, financial, or controlling interest in any Subject Property, including any property acquired under Paragraph 24, to a bona fide, independent third-party purchaser in an arms-length transaction, such property will no longer be considered a Subject Property for purposes of this Consent Decree. A “bona fide, independent third-party purchaser” is one with whom Defendant has no current or past financial, contractual, personal, or familial relationship. An “arms-length transaction” is one that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. Defendant will inform the United States within seven (7) days of any such transaction and provide

documentation sufficient to confirm the sale or transfer, including contact information for the purchaser.

26. For any Subject Property subject to a land installment contract, if the land installment contract is terminated by any party, Defendant will inform the United States of the termination within seven (7) days of such termination.

F. Education and Training

27. Within sixty (60) days of entry of this Consent Decree, Defendant, any person involved in performing Property Management Responsibilities at any of the Subject Properties, and any employees or agents who supervise such persons, including the Manager, will attend a live training on the Fair Housing Act, including the Fair Housing Act's prohibition of sex discrimination and sexual harassment. Live training may include training provided by streaming or video service (i.e. Zoom). The attendees will be provided a copy of this Consent Decree at the training. The training or training entity will be independent of Defendant, of Defendant's counsel, and of any Manager retained under this Consent Decree, qualified to conduct such training, and approved in advance by the United States. At a minimum, the training will consist of instruction on the requirements of the Fair Housing Act, with an emphasis on sexual harassment, and a question-and-answer session for the purpose of reviewing this topic. Any expenses associated with this training will be borne by Defendant.

28. Defendant will obtain certificates of attendance, executed by each individual who received training, confirming their attendance. The certification, included at Attachment A, will include the name of the instructor, the date the course was taken, the length of the course and/or time within which it was completed. Defendant will send copies of these certifications to counsel for the United States within seven (7) days of completion of the training.

29. All new agents or employees of Defendant, including any new or replaced Manager, or agents or employees of the Manager, who are involved in any Property Management Responsibilities at any of the Subject Properties, and all employees or agents who supervise such persons, will, within thirty (30) days of commencing an employment or agency relationship with Defendant or the Manager, undergo a training as described in Paragraph 27. For each such person, Defendant will obtain the certification of attendance described in Paragraph 28 and provide the certification to counsel for the United States within seven (7) days of completion of the training.

IV. MONETARY DAMAGES FOR AGGRIEVED PERSONS

30. Defendant shall pay a total sum of one hundred sixty-five thousand dollars (\$165,000) for the sole purpose of paying monetary damages to the Aggrieved Persons identified by the United States. This money will be referred to as “the Settlement Fund.”

31. Within ten (10) days of the effective date of this Consent Decree, Defendant will pay the \$165,000 Settlement Fund into a trust account held by Adam Baker Attorney & Counselor at Law LLC and provide proof to the United States that the account has been established and fully funded.

32. Within ninety (90) days of the effective date of this Consent Decree, the United States shall inform Defendant in writing of its determinations as to which persons are Aggrieved Persons and an appropriate amount of damages that should be paid to each. Defendant hereby waives the right to dispute the United States’ determinations in this or any other proceeding.

33. Within ten (10) days of the receipt of the United States' determinations, Defendant, through counsel, shall deliver to counsel for the United States, by overnight delivery, checks payable to each Aggrieved Person in the amounts specified.¹

34. Counsel for the United States will obtain a signed release (in the form of Attachment B) from each Aggrieved Person. No Aggrieved Person will receive a check until she has executed and delivered to counsel for the United States a signed release form. After the United States has distributed the checks, it will provide copies of the signed release forms to Defendant.

35. The monetary damages required to be paid under this Section are a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendant will not seek to discharge any part of this debt in bankruptcy.

V. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS

36. Within thirty (30) days of the receipt of the United States' identification of Aggrieved Persons, Defendant will execute and cooperate fully in the completion and filing of any and all necessary documents to (a) show that each and every eviction or other judgment Defendant initiated or maintained against any Aggrieved Person has been satisfied, discharged, or vacated and (b) seek to seal or redact any eviction judgments Defendant has against any Aggrieved Person.

37. Within thirty (30) days of the receipt of the United States' identification of Aggrieved Persons, Defendant will deliver to Counsel for the United States, via overnight mail, a letter in the form of Attachment C and/or Attachment D for each Aggrieved Person against

¹ All documents, instruments, and written materials to be sent to the United States as required by this Consent Decree shall be directed to: Katherine Raimondo, Attn: DJ 175-58-265, United States Department of Justice, Civil Rights Division, Housing & Civil Enforcement Section, 150 M Street, NE, 8th Floor, Washington, DC 20002.

whom Defendant has filed an eviction, forcible detainer, or foreclosure action. Defendant will take any other actions necessary to expunge from credit histories any detrimental information he has reported to any of the three major credit bureaus (Equifax, Experian, or TransUnion) with respect to the Aggrieved Persons.

VI. CIVIL PENALTY

38. Within ten (10) days of the effective date of this Consent Decree, Defendant shall pay five thousand dollars (\$5,000) to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

39. The civil penalty referenced above is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. Defendant shall not seek to discharge any part of this debt in bankruptcy.

40. In the event Defendant engages in any future violation of the Fair Housing Act, such violation will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii).

VII. REPORTING AND RECORD KEEPING

41. Defendant will make good faith efforts to ensure that he and the Manager preserve and maintain all records that are the source of, contain, or relate to any information pertinent to his obligations under the Consent Decree, including, but not limited to, the following:

- a. A list of all tenants and all parties to land installment contracts with Defendant, the units in which they live, and their telephone numbers;
- b. Rental records, including leases, maintenance orders, notices of non-renewal or

lease termination, eviction-related notices, tenant complaints, and correspondence with tenants;

- c. Land installment contracts, and correspondence with parties to land installment contracts;
- d. Rental policies and procedures, including the sexual harassment policy referred to in Paragraph 23(a), and any tenant rules and regulations;
- e. Rental ledgers, any records of payments by tenants or parties to land installment contracts, and other financial records; and
- f. Any documents related to notifications or complaints of contact or interference by Defendant or anyone on his behalf, or discrimination, harassment, unfair treatment, or violations of this Consent Decree by Defendant, the Manager, or any of their agents.

42. Defendant and the Manager will provide copies of the documents described in Paragraph 41 to the United States upon request and will permit the United States to inspect and copy these documents upon reasonable notice.

43. Defendant will, through the Manager, provide to the United States notification and documentation of the following events, no later than fifteen (15) days after their occurrence:

- a. Any information indicating that any person or entity is or may be in violation of this Consent Decree; and
- b. Any complaint in the possession of the Manager, whether written, oral, or in any other form, against Defendant or his agents or employees, regarding contact or interference by Defendant, or discrimination, harassment, unfair treatment, retaliation, or violation of this Consent Decree by Defendant. The Manager will

promptly provide the United States all information it may request concerning any such complaint. The Manager will also inform the United States, in writing, about the substance of any resolution of the complaint within fifteen (15) days of such resolution.

44. Six (6) months after the date of entry of this Consent Decree, and every six (6) months thereafter for the term of this Consent Decree, Defendant, through the Manager, will provide a report to the United States containing the following information, except that the final report will be submitted sixty (60) days prior to the expiration of this Consent Decree:

- a. A list of current tenants living at the Subject Properties with a contact telephone number for each tenant;
- b. A list of parties to land installment contracts involving any of the Subject Properties with a contact telephone number for each party;
- c. Written verification from Defendant and the Manager that (i) Defendant is not directly or indirectly performing any Property Management Responsibilities at any Subject Properties and (ii) the Manager has managed the Subject Properties in accordance with the terms of the Consent Decree during the reporting period; and
- d. Any documents required by any provision of this Consent Decree to the extent that these documents have not been previously provided.

VIII. COMPLIANCE TESTING

45. The United States may take steps to monitor Defendant's compliance with this Consent Decree, including, but not limited to, conducting fair housing tests at any of the Subject Properties.

IX. DURATION, MODIFICATION, AND ENFORCEMENT

46. Unless otherwise specified or extended pursuant to Paragraph 47, or terminated pursuant to Paragraph 48, the provisions of this Consent Decree will be in effect for a period of five (5) years from the effective date. The Court will retain jurisdiction for the purpose of enforcing or interpreting the provisions of this Consent Decree. The United States may move the Court to extend the terms of this Consent Decree in the event of noncompliance with any of its terms, or if the interests of justice so require.

47. The Parties may mutually agree, in writing, to reasonable extensions of time to carry out any provisions of the Consent Decree.

48. In the event that Defendant dies prior to the expiration of the term of this Consent Decree, the Manager shall inform the United States of Defendant's death and provide information about the person or entity that has taken over Defendant's ownership interest in each Subject Property. In the event of Defendant's death, the provisions set forth in Sections III.B. through III.F., Section VII, and Section VIII will no longer have effect or be enforceable.

49. Other than the provisions set forth in Paragraphs 47 and 48, any other modifications to the provisions of this Consent Decree must be approved by the Court.

50. If Defendant violates any of the provisions of this Consent Decree, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, civil contempt proceedings, an order requiring performance or non-performance of certain acts, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

51. Except as otherwise provided in Paragraph 50, the Parties will bear their own costs and attorneys' fees associated with this litigation.

52. The Parties agree that as of the effective date of this Consent Decree, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Consent Decree.

IT IS SO ORDERED this ____ day of _____, 2024.

HON. _____
UNITED STATES DISTRICT COURT JUDGE

The undersigned agree to and request the entry of this Consent Decree:

For Plaintiff United States of America:

Dated: August 15, 2024

KENNETH L. PARKER
United States Attorney
Southern District of Ohio

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief

/s/ Matthew J. Horwitz
MATTHEW J. HORWITZ
MICHAEL J.T. DOWNEY
Assistant U.S. Attorneys
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303 Marconi Boulevard, Suite 200
Columbus, Ohio 43215
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E-mail: michael.downey@usdoj.gov

s/ Katherine A. Raimondo
TIMOTHY J. MORAN
Deputy Chief
KATHERINE A. RAIMONDO
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950 Pennsylvania Avenue NW – 4CON
Washington, DC 20530
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Fax: (202) 514-1116
Email: Katherine.Raimondo@usdoj.gov

For Defendant Kevin Martin:

Dated: August 14, 2024

A handwritten signature in cursive script that reads "Kevin Martin". The signature is written in black ink and is positioned above a horizontal line.

KEVIN MARTIN

/s/ Adam Baker

Adam Baker, Ohio Supreme Court No. 0059130
Adam Baker, Attorney & Counselor at Law, LLC
8 North Court Street, Suite 212
Athens, Ohio 45701
Phone: (740) 407-0863
Fax: (740) 592-9034
Email: adambakerlaw@frontier.com
Attorney representing Kevin Martin

Attachment A

Employee/Agent Training Acknowledgment

I hereby acknowledge that on _____, 202_, I completed training conducted by _____ on the requirements of the federal Fair Housing Act and the Consent Decree entered by the United States District Court for the Southern District of Ohio in *United States v. Kevin Martin*, [insert case number]. I have also received and read a copy of that Consent Decree. My attendance at the training occurred during the following time frame: [insert starting and ending times].

I understand my obligation to not discriminate against any person in any aspect of the rental of a residential dwelling because of sex, race, color, religion, national origin, disability, or familial status (having children under age 18).

I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

Signature

Print Name

Job Title/Position

Date

Attachment B

Release of Claims

In consideration for the Parties' agreement to the terms of the Consent Decree they entered into in the case of *United States v. Kevin Martin*, [insert case number] (S.D. Ohio), as approved by the United States District Court for the Southern District of Ohio, and in consideration for the payment of \$ _____, I, _____, do hereby fully release and forever discharge Kevin Martin from any and all fair housing sexual discrimination claims based on the facts set forth in the Complaint in the action named above that I may have had against him as of the entry of the Consent Decree. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this _____ day of _____, 2024.

Signature

Print Name

Attachment C

Letter to Credit Bureaus

To Whom It May Concern:

_____ was formerly a tenant at a residential property that I owned. I am requesting you disregard any negative credit information that may have previously been submitted in connection with her tenancy at my unit. _____ should not have a negative credit history associated with this tenancy.

Regards,

Attachment D

Letter to Credit Bureaus

To Whom It May Concern:

_____ was formerly a buyer of property pursuant to a land installment contract for property that I owned. I am requesting you disregard any negative credit information that may have previously been submitted in connection with the land installment contract. _____ should not have a negative credit history associated with this land installment contract.

Regards,
