LIEN WAIVER

THIS IS A MODEL DOCUMENT FOR USE IN CONSTRUCTION LOAN TRANSACTIONS. THIS FORM IS PROVIDED AS AN EXAMPLE AND IS NOT VALID AND ENFORCEABLE IN ALL JURISDICTIONS. LENDERS SHOULD CONSULT WITH LEGAL COUNSEL TO ENSURE THAT ALL FORMS USED TO ORIGINATE LOANS ARE APPROPRIATE, AND THAT ALL LEGAL INSTRUMENTS ARE COMPLETED CORRECTLY AND IN COMPLIANCE WITH APPLICABLE LAW.

STATE OF _________________ )
COUNTY OF _________________ ) ss.: TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by __________________________ to furnish __________________________ for the premises known as __________________________ of which __________________________ is the owner.

The undersigned, for and in consideration of __________________________ ($ ____________ ) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under laws relating to mechanics’ liens, with respect to and on said above-described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery furnished to this date by the undersigned for the above-described premises.

Given under __ hand and seal this ______ day of ________________, ____________.

Signature and Seal: __________________________

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate him(her)self as partner.

______________________________

CONTRACTOR’S AFFIDAVIT

STATE OF _________________ )
COUNTY OF _________________ ) ss.: TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that (s)he is __________________________

_________________________________________ of the __________________________.
who is the contractor for the ________________________________ work on the building located at ________________________________ owned by ________________________________

That the total amount of the contract including extras is $________________________ on which (s)he has received payment of $________________________ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

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<tr>
<th>NAMES</th>
<th>PURPOSE</th>
<th>CONTRACT PRICE</th>
<th>AMOUNT PAID</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
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TOTAL LABOR AND MATERIALS TO COMPLETE: ________________________________

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _______________ day of ________________________________, ________.

Signature: ________________________________

Subscribed and sworn to before me this _______________ day of __________________, ____.

Signature: ________________________________