Fidelity National Title Insurance Company

AFFIDAVIT, AGREEMENT AND LIEN WAIVER

State of North Carolina

County of _____

On this _____ day of _____, 20_____ before me personally appeared _____owner(s) of property, and _____, General Contractor, to me personally known, who, being duly sworn on their oaths, did say that all the persons, firms and corporations, including the General Contractor and all sub-contractors, who have furnished services, labor, or materials, according to plans and specifications, or extra items, used in construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by the owners.

Affiants further say that no claims have been made to either of the affiants by, nor is any suit now pending on behalf of, any contractor, laborer, or materialman, and further that no chattel mortgages or conditional bills of sale have been given or are now outstanding as to any materials, appliances, fixtures, or furnishings placed upon or installed in the aforesaid premises.

Affiants, parties hereto, hereby request **Fidelity National Title** to issue its policy or policies of title insurance upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's liens, and in consideration thereof, and as an inducement therefor, said affiants do hereby, jointly and severally agree to indemnify and hold **Fidelity National Title** harmless of and from any and all loss, cost, damage and expenses of every kind, including attorney's fees, which said **Fidelity National Title** shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any re-issue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its rights under this agreement.

Affiant General Contractor, in consideration of $1.00 in hand paid, receipt of which is hereby acknowledged, and other benefits accruing to Affiant General Contractor and in order to induce the making of one or more loans on said real estate as improved and the insuring of the title to the premises, Affiant does hereby waive and release all right that Affiant may now have or hereafter acquire to a lien upon the land and improvements below described, by virtue of the laws of the State of North Carolina, or any amendments of said laws; and Affiant General Contractor does further warrant that he has not and will not assign his claims for payment, nor his right to perfect a lien against said property and that he has the right to execute this waiver and release thereof.

The real estate and improvements referred to herein are situated in the County of _____, State of North Carolina, and are described as follows:

The undersigned Seller/Contractor, with knowledge of the penalties contained in N.C. General Statute 44A-24 for making a false statement, certifies that **ALL** bills for construction or repair on the above-described property have been paid in full and agrees that his or her signature as a corporate officer shall constitute personal liability in addition to corporate liability.

_____ _____(Seal)
General Contractor Owner of Property

By:_____ _____(Seal)
Individually, as Personal Guarantor Owner of Property

Sworn to and subscribed before me this ____ day of _____, 20____.

_____(SEAL) My commission expires:_____
NOTARY PUBLIC