

**AFFIDAVIT/AGREEMENT REGARDING LIENS**

To: **Lawyers Title Insurance Corporation** ("Title Company")

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, Owner and \_\_\_\_\_ General Contractor, to me personally known, who, being duly sworn on their oaths, did say as follows:

**FOR CONSTRUCTION RECENTLY COMPLETED-**

(1) that, in the event that this affidavit is given for the purpose of obtaining title insurance on the property on which recent improvements have been made and construction is completed, they are the Owner of the property hereafter described and the General Contractor in connection with the construction or repair of the improvement located on said property ( if the word "none" appears in the above space preceding " General Contractor", Owner states that said construction or repair was made under his own supervision, no general contractor having been employed) and that all of the persons, firms and corporations, excepts those whose names, if any, appear on the Waiver of Liens on the reverse side hereof, including the General Contractor and all subcontractors, who have furnished services, labor or materials, according to plans and specifications, or extra items, used in the construction or repair of such improvement, have been paid in full; that there are no mechanics' or materialmen's liens against said property and no claims outstanding which would entitle the holder thereof to claim a lien against said property ( except those claims, if any, which are waived by the Waiver of Liens on the reverse side hereof); and that such construction or repair has been fully completed and accepted by the Owner. The General Contractor hereby waives and releases his right to file a mechanics' or materialmen's lien against said property. Further, the parties say that there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures or any cabinets, mantels, awnings, doors, windows or screens, or any plumbing, lighting , heating, cooking, refrigerating, ventilating or air-conditioning equipment or apparatus used separately or in combination as packaged units or installations in connection with the improvements on said property; OR,

**FOR NO RECENT IMPROVEMENTS-**

(2) that, in the event that this affidavit is given for the purpose of obtaining title insurance on property on which there have been no recent improvement, the Owner says that there are no pending suits, judgments, executions, or encumbrances against the Owner in the State of North Carolina or in any Federal Court; except:

\_\_\_\_\_

The Owner swears that they are the Owner of the property hereafter described, that no improvements or repairs have been made on said property during one hundred twenty (120) days immediately preceding this date; that there are no outstanding bills incurred for labor employed and materials used in making any repairs or improvements on said property; and, that there are no unpaid bills or liens against said property for sewage, street improvements, etc.; except:

\_\_\_\_\_

The parties hereto, request the Title Company to issue its policy or policies of title insurance upon said property, without exception therein to any possible unfiled mechanics' and materialmen's liens, and in consideration thereof and as an inducement therefor, said parties do hereby, jointly and severally, agree to indemnify and hold the Title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which the Title Company shall or may suffer or incur or become liable for under its policy or policies, directly or indirectly, out of the improvement to said property, or on account of any mechanics' or materialmen's liens of claims or lien, or in connection with the enforcement of this agreement.

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

GENERAL CONTRACTOR

OWNER

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_  
(SEAL)  
(Type or Print)

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

AFFIX NOTARIAL SEAL

**WAIVER OF LIENS**

We, the undersigned, are subcontractors, materialmen, or other persons furnishing services, labor or materials, as indicated beside our respective signatures below, in the construction or repair of improvements upon the property briefly described on the first page hereof.

In consideration of the sum of \$1.00 and other valuable consideration to each of us in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to us, in order to procure the conveyance of said property and the making of one or more loans on said property, as improved, we do hereby waive, release and quitclaim in favor of each and every party receiving title to said property through conveyance, their successors and assigns, from the Owner named on the reverse side hereof, and every party making a loan on said property as improved, and his or its successors and assigns, all right that we, or any of us, may now or hereafter have to a lien upon the said property and improvements, by virtue of the laws of North Carolina; and we do further warrant that we have not assigned - and will not assign our claims for payment, nor our right to perfect a lien against said property, and that we have the right to execute this waiver and release thereof.

All of the subscribers to this instrument respectively warrant that all laborers employed by them upon said property have been fully paid and that none of such laborers have any claim, demand, or lien against said property; and further, that no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements have been given or executed by the Owner, the General Contractor or other party or any of us, for or in connection with any material, appliances, machinery, fixtures, or furnishings placed upon or installed in the said property by any of us, other than:

\_\_\_\_\_

It is understood and agreed that any and all signatures hereto are for all services rendered, work done and material furnished heretofore and hereafter by the signers in any and all capacities, and are not understood to be only for the particular item against which the signatures is affixed.

Witness the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

_____	_____ (Seal)
Labor or Material Furnished & By Whom	
_____	_____ (Seal)
Labor or Material Furnished & By Whom	
_____	_____ (Seal)
Labor or Material Furnished & By Whom	
_____	_____ (Seal)
Labor or Material Furnished & By Whom	
_____	_____ (Seal)
Labor or Material Furnished & By Whom	