

AFFIDAVIT AND AGREEMENT

State of _____

County of _____

(OWNERS AND CONTRACTORS) (FINAL)

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the undersigned owner, purchaser and/or contractor, who after being first duly sworn states on oath:

They are/he is the owner and/or general or _____ contractor in connection with improvements on the real property situated in the County of _____ known as

more particularly described in the Deed of Trust, Mortgage or other Security Instrument in favor of _____ dated _____, securing the sum of \$ _____, and filed or to be filed for record in the office of the recorder of the county in which the above land is located, which Deed of Trust, Mortgage or other Security Instrument is a valid first lien on said premises: and,

The undersigned owner states that of his personal knowledge, no other contracts have been let or guarantees of payment made by the undersigned owner to anyone other than: (List each contract let or guarantee made and obtain affidavit and agreement for each)

The owner has no interest or ownership in the contracting firm or firms and the contractor has no interest in the real property described above, except:

The undersigned owner has inspected the premises before making this affidavit and found all work satisfactory to owner; and that the undersigned owner is in possession of the subject premises, unless otherwise stated: (List discrepancies and nature of possession other than by owner)

The contractor has been paid in full for all amounts due for work or services performed and materials furnished on the above project and does hereby waive, release and surrender any and all lien or claim or right of lien to the date for which payment is made, for labor, services, and/or materials furnished by the undersigned upon the premises described above, except: (If none, state "None")

The owner and/or contractor has/have paid in full any and all amounts due architects, engineers, surveyors, attorneys, sub-contractors, materialmen and laborers for work or services performed and materials furnished to the undersigned in connection with the construction of the improvements on the above property, except: (If none, state "None")

The owner has received no notice of any unpaid bills or claims for labor or services performed or materials furnished on above project, except: (If none, state "None")

The owner and/or contractor states that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, personal property leases or the like have been given or are now outstanding as to any materials, fixtures, appliances, furnishings or equipment placed upon, installed in or upon the aforesaid premises or improvements thereon, and that all plumbing, heating, lighting, refrigerating and other equipment is fully paid for; and,

The owner and/or contractor hereby request(s) Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company to issue its policy or policies of title insurance, or endorsements thereto, upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's lien, and in consideration thereof, and as an inducement therefor, the undersigned does hereby agree to indemnify and hold harmless the said Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company of and from any and all loss, cost, damage and expense of every kind including attorney's fees, which said Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company shall suffer or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or a new policy anytime 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 liens, claim or claims as a result of the undersigned's unpaid bills or in connection with its enforcement of its rights under this agreement.

The undersigned purchaser(s) (if applicable) state(s) that he/they has/have no notice of any unpaid bills or claims for labor or services performed or materials furnished on the above described land, except: (If none, state "None").

Contractor

Purchaser (If applicable)

Owner (Or Seller)

SWORN TO AND SUBSCRIBED before me, by the owner(or seller), contractor or purchaser, whose signature appears above, this _____

My Commission Expires: _____

Notary Public _____