

LIEN WAIVER

THIS IS A MODEL DOCUMENT FOR USE IN RENOVATION 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 _____)
) ss.:
COUNTY OF _____)

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 my 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, the 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, and partner should sign and designate him(her)self as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF _____)
) ss.:
COUNTY OF _____)

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 sub-contracts 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:

NAMES	PURPOSE	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
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: _____