

STEWART TITLE GUARANTY COMPANY AFFIDAVIT REGARDING LIENS

STATE OF NORTH CAROLINA

COUNTY OF _____

On this _____ day of _____, 2002 before me personally appeared _____,

Owner of property, and _____ General Contractor, to me personally known, who, being duly sworn on their oaths, did say as follows:

(1) **Construction Recently Completed** --- that, in the event that this affidavit is given for the purpose of obtaining title insurance on property on which recent improvements have been made or construction is nearly completed, they are the Owner of the property hereafter described and the General Contractor in connection with the construction or repair of the improvements located on said property as indicated above (if the word "None" appears in the above space preceding "General Contractor," owner stated 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, except those whose names, if any, appear on the Waiver of Liens on the reverse side hereof, 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 the construction or repair of such improvements, 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 the 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, or if not fully completed and accepted by the owner, that all persons, firms and corporations, who have furnished services, labor or materials used in such construction or repair have been paid in full or have executed the Waiver of Liens on the reverse side hereof. The General Contractor hereby waives and releases his right to file a mechanics' or materialmen's lien against said property; further, 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 or windows or screens therefor 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 the property;

OR, (2) No Recent Improvements --- that, in the event that this affidavit is given for the purpose of obtaining title insurance on property on which there has been no recent improvements, the Owner says on oath that there are no pending suits, judgments, executions or encumbrances against _____ either in _____ County or in any other county in the State of North Carolina or in any Federal Court; except:

Owner further swears that no improvements or repairs have been made on said property during the 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 premises, and that there are no unpaid bills or liens against said property for sewage, street improvements, etc.;

OR, (3) New Construction/Non-Commencement/Construction Commenced – that, in the event that this affidavit is given for the purpose of obtaining title insurance on property on which new construction is contemplated, that Owner and/or General Contractor proposes to construct a building or any other improvements on said property herein described, that _____ has made a loan to finance such construction which is secured by a Deed of Trust (or Mortgage) filed for record in Book _____, page _____ of the official recording office of the County of _____, State of North Carolina; that as of the time and date of filing of said Deed of Trust (or Mortgage), (a) no materials or equipment were situated on said premises and there was nothing whatsoever thereon to evidence the visible commencement of construction or to visibly evidence the intent to Commence construction, or (b) that prior to recordation of the aforesaid Deed of Trust (or Mortgage) certain materials for the property described therein had been furnished and/or labor performed by the following persons, firms or corporations:

The parties hereto do waive, by execution of the Waiver of Liens on the reverse side hereof, any lien, claim to lien or any other interest whatsoever they might have in said lands in order for disbursements of the aforesaid Deed of Trust (or Mortgage) as a valid lien on said premises, and all parties thereto do further agree that the aforesaid Deed of Trust (or Mortgage) shall constitute a first and paramount lien for all amounts which have been or may be advanced thereunder, and all of the claims and rights of the parties hereto are hereby subordinated to the lien of said Deed of Trust (or Mortgage).

That this affidavit is made for the purpose of inducing the making of a loan on said property and _____ to issue its policy or policies insuring the title to said property without exception to claims of Mechanics, materialmen and laborers, and said affiants do hereby jointly and severally agree to indemnify and hold _____ harmless of and from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which said _____ shall or may suffer or incur or become liable for under its said policy or policies directly or indirectly, out of such improvements, repairs or other construction on the property hereafter described 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.

Owner certifies that there are no oral or unrecorded written contracts, leases, easements or agreements relating to or affecting the Property, except those specifically pertaining to this sale or mortgage and of which all parties have been made aware.

Owner certifies that there are no persons in possession of or using any portion of the Property other than pursuant to a recorded document.

No lis pendens, judgment or decree has been entered in any court (state or federal) against Owner which remains unsatisfied. No proceeding in bankruptcy, divorce or dissolution of a marriage is pending by or against Owner in any court. No tax liens (federal, state, county, or city) have been entered against Owner.

Owner certifies that there are no unpaid or delinquent real estate taxes or assessments (including deferred taxes) against the Property; nor are there any unpaid or delinquent water, sewer or other utility service charges or homeowners association dues. Also, Owner has not received notice of, nor does Owner know of any recent or future planned improvements (such as street paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against the Property.

The real estate (and improvements) referred to herein is situated in the County of _____ State of North Carolina, and is briefly described as:

WARNING

NORTH CAROLINA GEN. STAT. 44A-24 MAKES IT A CRIMINAL OFFENSE TO SIGN THIS AFFIDAVIT IF THERE IS ANY SUM DUE OR CLAIMED TO BE DUE FOR LABOR OR MATERIAL.

(SEAL)

By:
Name:

(SEAL)

General Contractor

Executed, subscribed, and sworn to and before me the _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

WAIVER OF LIENS:

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

In consideration of the sum of \$1.00 to each of us in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to us, and in order to procure the making of one or more loans on said real estate, as improved, we do hereby waive, release and quit-claim in favor of each and every party making a loan on said real estate, 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 land we do further warrant that we have not 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 the aforesaid premises have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no financing statements, chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by the owner or any 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 aforesaid premises by any of us, other than:

It is understood and agreed that any and all signatures hereto are for all services rendered, work done 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 signature is affixed.

Witness the following signatures and seals this _____ day of _____, _____.

_____	_____ (SEAL)
Labor or Material Furnished	
_____	_____ (SEAL)
Labor or Material Furnished	
_____	_____ (SEAL)
Labor or Material Furnished	
_____	_____ (SEAL)
Labor or Material Furnished	
_____	_____ (SEAL)
Labor or Material Furnished	
_____	_____ (SEAL)
Labor or Material Furnished	
_____	_____ (SEAL)
Labor or Material Furnished	