

AFFIDAVIT AND AGREEMENT

(OWNER'S AND CONTRACTOR'S)
(INTERIM)

STATE OF _____

COUNTY OF _____

This the ____ day of _____, 200__, personally appeared before me, the undersigned authority in and for said county and state, the undersigned owner, and/or contractor, who after being first duly sworn states on oath:

They are owner and general contractor in connection with improvements on the real property situated in the County of _____, State of Mississippi known as _____, Mississippi, 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 to the extent of all sums advanced to date; 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: the contract with the undersigned contractor. **(list each contract or guarantee made and obtain affidavit and agreement of 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 is in possession of the subject premises, unless otherwise stated: _____

The contractor has been paid in full for work or services performed and materials furnished on the above project to date and

does hereby waive, release and surrender any and all lien or claim or right of lien, including amounts earned but retained under the contract with owner, to the date for which payment is made, for labor, services, and/or materials furnished by the undersigned upon the premises described above, except: _____.

The owner and/or contractor has/have paid in full any and all amounts due architects, engineers, surveyors, attorneys, subcontractors, materialmen and laborers for work or services performed and materials furnished to date to the undersigned in connection with the construction of the improvements on the above property, except: _____.

The owner has received no notice of any unpaid bills or claims for labor or services performed or materials furnished on the above project, except: _____.

The owner and/or contractor state 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 the improvements thereon, and that all plumbing, heating, lighting, refrigerating and other equipment stored or installed is fully paid for; and

The owner and/or contractor hereby request(s) Chicago 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 Chicago Title Insurance Company of and from any and all loss, cost, damage and expense of every kind including attorney's fees, which said Chicago Title Insurance Company shall suffer or incur or become liable for under its said policy or policies now 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.

OWNER:

CONTRACTOR:
By: _____

_____ Title:_____

SWORN TO AND SUBSCRIBED before me, by the owners whose signatures appear above this the _____ day of _____, 20__.

Notary Public

My Commission Expires:_____

SWORN TO AND SUBSCRIBED before me, by the contractor whose signature appears above this the _____ day of _____, 20__.

Notary Public

My Commission Expires:_____