

CHICAGO TITLE INSURANCE COMPANY

PART I - AFFIDAVIT

(TO BE COMPLETED BY INDIVIDUAL BUILDER, PARTNERS OF BUILDING
PARTNERSHIP OR RESPONSIBLE OFFICER OF CORPORATE BUILDER,
WHETHER OWNER OR OTHER, IN ALL CASES OF NEW CONSTRUCTION.)

STATE OF _____
COUNTY OF _____

The undersigned, being duly sworn, states that he has exercised supervision and control over all contracts for labor employed, material used and fixtures attached in and about the erection and construction of improvements recently completed on the property at:

_____, legally
described as:

and that _____ knows of _____ own personal knowledge that each and every person, firm, association or corporation who performed any labor or furnished or supplied any material that was used in or about, or that entered into this construction of said improvements from the inception to the completion thereof have been paid in full; that all accounts and amounts for labor and material that have been paid have been accepted by the payee as absolute cash payments and that no payments of any accounts or amounts have been made by note, due bill or by any other manner or method requiring any further payment for services to be made or rendered by the undersigned or by any other person; that no security interest has been perfected under the provisions of the Uniform Commercial Code in any fixture attached to the improvements upon subject property, either prior to or subsequent to its attachment to the same; that affiant makes this statement to Chicago Title Insurance Company, as a statement of fact and not as a matter of opinion or belief and as a representation, inducement and warranty for the purpose of inducing said company to insure the title to the above described property to be free and clear of claims of mechanics or materialmen for liens in connection with the construction of said improvements and the rights of any creditors holding a perfected security interest in any fixtures attached to the improvements upon the subject property, which statement shall be construed as contractual as distinguished from a mere recital and without which it is understood said company would not assume such liability; that said statement shall constitute a continuing contractual obligation and may be sued upon for as many breaches as may occur.

Signature of Affiant

Signature of Affiant

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____.

PART II - WAIVER

(TO BE COMPLETED BY BUILDER IF OTHER THAN OWNER)

The undersigned, a general contractor, in consideration of Chicago Title Insurance Company, issuing the title policy or policies of title insurance referred to in the foregoing affidavit, hereby waives in favor of said company and any person, firm, association or corporation insured by said company the undersigned's lien as general contractor in connection with the erection and construction of the improvements referred to in the foregoing affidavit.

Witness the signature of the general contractor (if a corporation, it having caused its name to be affixed hereto by its duly authorized officers) this the _____ day of _____, 20__.

PART III - INDEMNITY CONTRACT

(TO BE COMPLETED BY OWNER OR OWNERS)

THIS CONTRACT made and entered into this the _____ day of _____, 200__, by and between _____, herein referred to as First Party whether one or more, and CHICAGO TITLE INSURANCE COMPANY, Party of the second part.

W I T N E S S E T H:

First party has requested the Party of the second part to insure title to the property at:

legally described as:

without excepting in the title policy possible rights of creditors holding a security interest perfected under the provisions of the Uniform Commercial Code as to any fixture attached to the improvements upon the subject real property, or rights of mechanics or materialmen for liens arising out of the improvements recently constructed on said premises by first party upon the representations and warranty by said first party that no security interest has been perfected under the provisions of the Uniform Commercial Code in any fixture attached to the improvements on the

subject real estate, either prior to or subsequent to its attachment, and that all bills for labor and material which entered into, or were used, in or about the construction of said improvements have been paid in full.

NOW, THEREFORE, in consideration of the Party of the second part so insuring title without making exception, the first party agrees to indemnify the Party of the second part against any or all loss, costs, damages and/or expenses of every nature, including attorney's fees, which the party of the second part may incur or become liable for:

1. In connection with such policy to be issued at this time, or any extensions, re-issue or renewal thereof, or any subsequent policy as to said above-described property, or any part thereof, or any interest therein, on account of the omission of such possible rights, liens or claims above referred to, and/or
2. On account of enforcing the party of the second part's rights under this contract.

It is further understood that this obligation shall be a continual one and may be sued upon for as many breaches hereunder as may occur.
