

**CONTRACTOR'S AFFIDAVIT - STAGE 1 2 3 4 (Circle One)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, \_\_\_\_\_ individually and/or as a general contractor operating in \_\_\_\_\_ County, \_\_\_\_\_ who after first being duly sworn and under oath, states and acknowledges this Affidavit is executed to induce Owner Builder Loan Services to release funds requested in a Request for Draw submitted by \_\_\_\_\_ against the construction contract in connection therewith, hereby certifies and warrants as follows:

- (a) \_\_\_\_\_ is the general contractor in connection with the construction of improvements and repairs to a project located upon property more particularly described as follows:

Property Address: \_\_\_\_\_

- (b) In connection with the contract for the aforementioned construction and repairs, Affiant further states he has been paid in full under its contract for such work through \_\_\_\_\_, 20\_\_\_\_\_, and all sub-contractors, materialmen and laborers who have performed work, furnished services and supplied the project through the date and time mentioned above have been paid in full except as appears below.

Laborer or Supplier (Use back if more space needed)	Amount Owed (\$0.00 if none)
_____	\$ _____

- (c) With the exception of the unpaid amounts reflected above, it is expressly understood and agreed the undersigned warrants all bills incurred in the construction of the improvements and work on repairs through the date and time mentioned above have been paid in full and there are no mechanic's or materialmen's liens against the property and no claims for labor, services, or materials remain unpaid.
- (d) The undersigned further stated he hereby waives and releases and forever quit claims onto the owner of the real estate described above, the heirs, executors, administrators, successors or assigns of said owner, all rights of the undersigned to claim a mechanic's lien or any and all other liens or encumbrances, for any and all labor that has been furnished and all equipment, material or supplies that have been used or consumed for the improvement of said real estate up to and including the date mentioned.
- (e) In the event a mechanic's materialmen's or other lien is filled against the property described above which is claimed respect for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of the undersigned affiant, the undersigned to or upon the request of the undersigned agrees to release the liens' effect upon the property by filing a written undertaking and security pursuant to \_\_\_\_\_ State Laws.
- (f) In the event any future demand or action or proceeding which in any way concerns or relates to matter(s) raised above is either made or commenced against Owner Builder Loan Services or \_\_\_\_\_, the undersigned also covenant(s) to bear the responsibility for any and all costs and expenses incurred by the owners of the property described above which may in any way relate to the demand or defense of or participation in such future action or proceeding, these costs and expenses expressly including but not being limited to the costs and expenses of counsel designated by the owner(s).

BY: \_\_\_\_\_  
Borrower (or Contractor if not same)

Date: \_\_\_\_\_

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

I (we) hereby authorize the release of draws for the next stage from the budget from the proceeds of the mortgage loan. To the best of (my) (our) knowledge the previous draws have paid in full satisfaction of all outstanding claims for labor and material furnished to date in connection with the improvements to the above property.

BY: \_\_\_\_\_  
Borrower:

Date: \_\_\_\_\_

\_\_\_\_\_  
Borrower:

Date: \_\_\_\_\_