



# INVESTORS TITLE INSURANCE COMPANY

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Commonwealth of Virginia, County of \_\_\_\_\_

## **AFFIDAVIT REGARDING LIENS & INDEMNITY** **(Seller to execute if sale; Borrower to execute if construction, refinance or other;** **AND General Contractor, if any, to execute)**

Commitment / Policy No. \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, Owner of the property, and \_\_\_\_\_, General Contractor, to me personally known, who, being duly sworn on their oaths, did say as follows: *(as indicated by checking the applicable box)*  
**[NOTE: unless otherwise indicated, paragraph (a) will be deemed to apply.]**

- (a) **No recent improvements:** Seller/Borrower states there has been no work, labor or materials for repairs, additions or improvements made, ordered or contracted to be made on or to the premises, within 123 days from the date hereof, nor are there any improvements or fixtures attached to the premises which have not been paid for in full; and that there are no outstanding or disputed claims for any such work or items.
- (b) **Construction or repairs completed within the last 123 days:** Seller/Borrower and General Contractor (if any) certify that all of the persons, firms and corporations, except those whose names, if any, appear in the Construction Disclosure section of this Affidavit, including the General Contractor and all subcontractors, 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 shown in the Construction Disclosure section of this Affidavit) 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 a Waiver of Liens. The General Contractor hereby waives and releases his right to file a mechanics' lien against the property.
- (c) **Construction contemplated but not commenced:** Seller/Borrower and General Contractor (if any) hereby certify that no services, labor or material have been performed or furnished and no construction has taken place at the time of or prior to recording of the Deed of Trust executed or to be executed as security for the loan to finance construction of improvements/repairs. Construction as used herein means to build, effect, alter, repair or demolish any improvement upon, connected with, or on or beneath the surface of the property; or to excavate, clear, grade, fill or landscape the property; site preparation (including architectural, surveying, and engineering services); offsite construction (including grading or paving of streets and installation of utilities); and delivery of building materials or construction equipment to the property. Seller/Borrower and General Contractor (if any) hereby agrees that the aforesaid Deed of Trust shall constitute a first and paramount lien for all amounts which have been or may be advanced under the relevant loan documents and Deed of Trust, and all of the claims and rights of the undersigned are hereby subordinated to the lien of said Deed of Trust.
- (d) **Construction in progress and not completed:** Seller/Borrower and General Contractor (if any) hereby certify that prior to the recording of the Deed of Trust as security for the loan to finance construction of improvements or repairs, certain materials for the property had been furnished and/or labor performed by those persons, firms or corporations whose names appear in the Construction Disclosure section of this Affidavit. Seller/Borrower and General Contractor (if any) hereby agrees that the aforesaid Deed of Trust shall constitute a first and paramount lien for all amounts which have been or may be advanced under the relevant loan documents and Deed of Trust, and all of the claims and rights of the undersigned are hereby subordinated to the lien of said Deed of Trust.

Deponent does hereby indemnify Investors Title Insurance Company against any and all matters, including but not limited to omissions, misstatements contained herein, and/or claims filed or recorded prior to and including the date of recording the deed or

mortgage to be insured by the referenced commitment, and which are the responsibility of the deponent and which may cause title to be construed to be unmarketable.

General Contractor as party hereto does for a valuable consideration (by reason of the fact that Investors Title Insurance Company has agreed to issue its title insurance policies without exception to mechanics' and materialmen's liens) hereby agree to indemnify and hold Investors Title Insurance Company harmless of and from any and all loss, cost, damage and expenses of every kind, including attorneys' fees, arising from any lien, claim or suit of or by any contractor, subcontractor, laborers, mechanics, and persons furnishing materials, in connection with the construction or repair of such building or improvements on the above described real estate. This indemnity applies only to those matters for which the General Contractor has privity of contract.

This Affidavit is given to induce Investors Title Insurance Company to issue its title insurance policy or policies, knowing it will rely on the accuracy of the statements herein made. The undersigned further agree(s) and do(es) hold harmless, and fully indemnify Investors Title Insurance Company for any losses or expenses it may incur by reason of its reliance on the accuracy of the statements made herein.

The real estate (and improvements) referred to herein is situated in the County of \_\_\_\_\_, Commonwealth of Virginia, and is briefly described as:

**WARNING: PURSUANT TO VIRGINIA CODE, IT IS A CRIMINAL OFFENSE TO SIGN THIS AFFIDAVIT IF THERE IS ANY SUM DUE OR CLAIMED TO BE DUE FOR LABOR OR MATERIAL AND WHICH IS UNPAID, UNLESS DISCLOSED HEREIN.**

**EXECUTION BY SELLER/BORROWER and GENERAL CONTRACTOR (IF ANY)**

**Seller/Borrower**

\_\_\_\_\_  
Name of Corporation/Partnership/LLC/Other

\_\_\_\_\_  
Seller/Borrower

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

\_\_\_\_\_  
Seller/Borrower

\_\_\_\_\_  
Print/type name

\_\_\_\_\_  
Seller/Borrower

\_\_\_\_\_  
Title

\_\_\_\_\_  
Seller/Borrower

State of \_\_\_\_\_, County of \_\_\_\_\_

**INDIVIDUAL:** The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date)

by \_\_\_\_\_ (name of person acknowledged).

**CORPORATION:** The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date)

by \_\_\_\_\_ (name of officer or agent, title of officer or agent)

of \_\_\_\_\_ (name of corporation acknowledging),  
a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_  
(Signature of person taking acknowledgement)(Title or Rank)(Serial Number, if any)

**General Contractor**

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

State of \_\_\_\_\_, County of \_\_\_\_\_

**INDIVIDUAL:** The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name of person acknowledged).

**CORPORATION:** The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name of officer or agent, title of officer or agent)  
of \_\_\_\_\_ (name of corporation acknowledging),  
a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_  
(Signature of person taking acknowledgement)(Title or Rank)(Serial Number, if any)

**CONSTRUCTION DISCLOSURE**

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 listed below. Attach a Waiver and Release of Liens for each party listed.

_____	_____
_____	_____
_____	_____
_____	_____