



LANDMARK TITLE OF RACINE, INC.

CONTRACTOR'S AFFIDAVIT AND STATEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Owner: _____

File No.: _____

Affiant _____, being first duly sworn on oath, deposes and says as follows:

That he is _____ of _____, the prime contractor, owner, architect who has entered into the contracts as set out on the reverse side hereof for furnishing materials or labor or both, in connection with the construction and erection of a structure or improvement on the premises, described in _____ Commitment No. _____.

That for the purpose of performing said contract the persons, firms, associations and corporations as set out on the reverse side hereof and no others have been contracted with or employed by said prime contractor, owner or architect, and have furnished, are now furnishing, or preparing, or are to furnish or prepare materials or have performed, are performing, or are to perform labor on said structure or improvement; that in connection with the furnishing and the preparing of such materials and the performing of such labor there is due or to become due them respectively the amounts set opposite their respective names for material and labor as shown on the Schedule; and affiant represents and warrants on behalf of himself and said contractors that said amounts are the bona fide sums due and/or to become due as stated and that said amounts are not padded or inflated in any manner whatsoever; that there are no secret agreements or understandings whereby all or any part of said sum or sums has been or is to be paid to said contractor and/or said owner; and that the following statement is a full, true and complete statement of all such persons, firms associations and/or corporations and the amounts due and unpaid and/or to become due.

That sub-contracts for materials and labor will be necessary to complete said contract, and the said Schedule also includes such contracts for materials labor and/or work which will be necessary to complete said contract, but have not been let; that the affiant represents and warrants on behalf of himself and said contractors that the sub-contracts therein enumerated and all other materials and work necessary to complete the contract will cost not to exceed the amounts set forth after each of the items in said schedule, and that said amounts are fair and reasonable values for the materials, labor and/or other work as stated.

That the amount shown thereon after the word "Total Contract" is the total sum of the amounts now due and hereafter to become due to the aforesaid contractor or sub-contractors, and is and will be sufficient to pay and discharge any and all present and future liability of the said owner and said contractor under the aforementioned contract, including all extras and deductions; and that there will be no further claim against or liability on the part of the owner and/or lender or the Transnation Title Insurance Company disbursing the construction funds for any other sum or sums of money for extra work, labor, materials and/or otherwise, in connection with the entire and full completion and performance of said contract.

That the waivers of lien of said contractor, sub-contractors, and material men presented and delivered by affiant to Transnation Title Insurance Company on the date of disbursement are true, correct and genuine and are signed by the respective contractor and/or sub-contractors whose names appear thereon; that such waivers are presented to cover the payments made to date by owner; that each and every such waiver was delivered to affiant unconditionally by the respective contractor and/or sub-contractor who signed the same; that said waivers were not obtained by affiant by or through any fraud, accident, mistake or duress, nor were they delivered to affiant on any condition whatsoever and affiant further states there is no claim, either legal or equitable, which may be set up to defeat the validity of said waivers.

Affiant warrants and represents he will not authorize, directly or indirectly, the doing of any work or furnishing of any materials upon said premises for any cause whatsoever, which will be an expense or claim in addition to the amount set forth in the above Schedule, without first obtaining the written consent of the Lender and Transnation Title Insurance Company.

Affiant makes this affidavit for and on behalf of himself for the purpose of inducing _____ to pay unto said contractors the amounts set forth after each item in said Schedule as designated under total contract, that all payments hereafter will be applied on said contract. All disbursements shall be based upon written authorization of the owners and lender.

Subscribed and sworn to before me this _____ day of _____, _____

Affiant:

(Signed)

Affiant Street Address

*(Type name of Notary)

Affiant City and State

Affiant Phone

Notary Public, _____ County, State of _____

Expiration date: _____

(Notary Seal)