

North Carolina Land Title Association
AFFIDAVIT/AGREEMENT REGARDING LIENS

To: Investors Title ("Title Company")

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

On this ____ day of January, 2023, before me personally appeared Greg Edds, Chairman of the Board of Commissions of Rowan County, North Carolina, a body politic, who by authority of its Board of Commissioners duly given, signed this instrument, his signature being duly attested to by its Clerk and its County seal affixed, Owner of Property and ____N/A____, General Contractor, who did say as follows:

FOR CONSTRUCTION RECENTLY COMPLETED:

- (1) that, in the event that this affidavit is given for the purpose of obtaining title insurance on property on which recent improvements have been made and construction is completed, they are the Owner of the property hereafter described and the General Contractor in connection with the construction or repair of the improvements located on said property as indicated above (if the word "none" appears in the above space preceding "General Contractor," Owner stated that said construction or repair was made under his own supervision, no general contractor having been employed) and that all of the persons, firms and corporations, except those names, if any, appear on the Waiver of Liens on the reverse side/following page hereof, including the General Contractor and all sub-contractors, 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 waived by the Waiver of Liens on the reverse side/following page hereof) and that such construction or repair has been fully completed and accepted by the Owner. The General Contractor hereby waives and releases his right to file a mechanic's lien or materialmen's lien against said property; further, that there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures or any cabinets, mantels, awnings, doors, windows or screens therefore, or any plumbing, lighting, heating, cooling, refrigerating, ventilating or air-conditioning equipment or apparatus used separately or in combination as packaged units or installations in connection with the improvements on the property; OR

FOR NO RECENT IMPROVEMENTS:

- (2) that, in the event that this affidavit is given for the purpose of obtaining title insurance on property on which there have been no recent improvements, the Owner says on oath that there are no pending suits, judgments, executions, or encumbrances against Owner in the State of North Carolina or in any Federal Court; except:

Owner swears that no improvements or repairs have been made on said property during the one hundred twenty (120) days immediately preceeding this date; that there are not outstanding bills incurred for labor employed and materials used in making any repairs or improvements on said premises, and that there are no unpaid bills or liens against said property for sewage, street improvements, etc.: except: NONE

The parties hereto, hereby request the Title Company to issue its policy or policies of title insurance upon said real estate without exception therein as to any possible unfilled mechanic's or materialmen's liens, and in consideration thereof, and as an inducement therefore, said affiants do hereby, jointly and severally agree to indemnify and hold said Title Company harmless of and from any and all loss, cost, damage and expenses of every kind, including attorney's fees, which said Title Company shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any re-issue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or new policy at any time 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 lien or liens or claim or claims or in connections with its enforcement of its rights under this agreement.

The real estate and improvements referred to herein are situated in the County of Rowan, State of North Carolina, and are described as follows: SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF THE PROPERTY.

Rowan County, North Carolina, a body politic

By: _____
Chairman of the Board

ATTEST:

Clerk to the Board

(seal)

State of North Carolina - County of Rowan

I, the undersigned Notary Public of the County and State aforesaid, certify that Carolyn Barger personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Rowan County, North Carolina, a body politic, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman of the Board, sealed with the seal of Rowan County, North Carolina, and attested by her as the Clerk to the Board. Witness my hand and Notarial stamp or seal, this ____ day of _____, 2022.

My Commission Expires:_____

Notary Public
Printed or Typed Name of Notary Public:

EXHIBIT A

DESCRIPTION OF PROPERTY:

Being all of that certain tract or parcel described as Lot #2, containing 3.744 acres, more or less, as shown on plat recorded in Plat Book 9995, Page 10115, entitled "Minor Sub Division Survey of: 0 Summit Park Dr" for owner Rowan County.