

Record and Return To:

WAIVER OF MECHANICS' LIENS TO LIENS

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, have commenced or are about to commence to render services, to perform work, or to furnish materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site of development or subdivision of a plot of land, on certain real property owned by

_____ known as

_____ in the

Town/City of _____, Connecticut.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration in consideration of any title insurance company issuing its title insurance policy or policies insuring one or more interests in said lot, land, buildings or appurtenances, or a portion thereof, for the purpose of enabling financing and/or sale thereof, and, recognizing the title company's reliance upon the waivers herein contained, without taking exception for lien rights which the undersigned have or may have for the furnishing of labor or materials, or both, on said real property received by each of us to our full satisfaction and in order to enable said OWNER to obtain a loan from

_____ or any other institutional lender receiving a first mortgage, and to secure the payment thereof by granting to said lender a mortgage on said real property, we, the undersigned, do hereby severally subordinate to the lien of said mortgage all of the several liens and claims of lien which we may have, or may hereafter have, in land, buildings and appurtenances pursuant to the laws of the State of Connecticut, by virtue of said services rendered, work performed or materials furnished, heretofore and hereafter, upon said lot, land, building and appurtenances, whether completed or still in the process of construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names.

(Note: If a provider of labor or materials uses a CTA form 002.1 instead, please attach it to this form and print "See Form 002.1 Attached" in the place where the provider would have signed below.) This waiver consists of this page plus _____ additional pages.

DATE SIGNED

DATE SIGNED

_____	General Contractor	_____	Cabinets
_____	Architect	_____	Carpenter
_____	Architect (landscape)	_____	Carpeting
_____	Air Conditioning System	_____	Concrete
_____	Boiler	_____	Concrete Blocks
_____	Brick	_____	Doors
_____	Face Brick	_____	Doors – Overhead
_____	Ducts	_____	Insulation

Excavating (cellar – cesspool)	Iron – Steel
Electrician	Kitchen Cabinets
Electrical Supplies	Landscaping
Electrical Fixtures	Lather
Elevator and Doors	Linoleum - Rubber Tile
Fire Escape	Lumber
Flagstone	Lumber (trim)
Flashings – Gutters	Marble
Flooring (material)	Mason
Floor (laying)	Mason’s Supplies
Floor (scraping)	Metal Work
Floor (finishing)	Oil Burner
Foundation	Oil Tank
Frames – Sash	Paint Supplies
Gas – Electric Ranges	Painter (outside)
Glass – Glazier	Painter (inside)
Grading	Paper – Decorator’s Supplies
Hardware	Paper – Decorator
Heating Contractor	Plasterer
Heating Supplies	Plumber
Heaters – Radiators	Plumbing Fixtures
Incinerator	Plumbing Supplies
Refrigeration	Surveyor

Roofer	Tile
Roofing (materials)	Tiler
Sand – Gravel – Stone	Tinner
Screens	Trimmer
Septic Tank – Cesspool	Vanities
Shades	Venetian Blinds
Shingles	Walks
Shutters – Blinds	Water Pumping System
Stair Builder	Weather Strips
Steel Sash	Well Drilling
Stone (for building)	Other (specify)
Stone (for driveway)	Other (specify)
Stone (ornamental)	Other (specify)
Storm Doors and Windows	Other (specify)

**GENERAL CONTRACTOR'S
AFFIDAVIT AND INDEMNITY AGREEMENT**

STATE OF CONNECTICUT)
) ss: Date: _____
COUNTY OF _____)

I, being the GENERAL CONTRACTOR, or being an authorized officer and/or agent of the below-named corporate GENERAL CONTRACTOR, engaged in construction on the above-described property, after being duly sworn, depose and say: (1) that I have read the within and foregoing WAIVER OF MECHANICIS' LIENS; (2) that the persons, firms and corporations who have executed said waiver are the only persons, firms and corporations who have furnished or have contracted to furnish services, labor, or materials in the construction or repair of the buildings and appurtenances on said property as of the date hereof; (3) that I have no notice of any claim of any subcontractor, laborer or materialmen against said property; (4) that this combined Affidavit and Indemnity Agreement is being made with the understanding that TICOR TITLE INSURANCE COMPANY will rely upon the truth of the statements made herein when it issues its mortgagee policy or mortgagee policies of title insurance on this date insuring title to said property without taking any exception with respect to any possible unrecorded mechanics' liens; (5) that, in order to induce TICOR TITLE INSURANCE COMPANY to issue such policy or policies, I, individually, or said corporate GENERAL CONTRACTOR, do/does hereby agree to indemnify TICOR TITLE INSURANCE COMPANY, and agree to hold it harmless by reason of any and all loss, cost or damage, including attorneys' fees and court costs, which it may sustain by reason of the recording of any and all mechanics' liens against said property by any person or entity claiming under any subcontract with the undersigned; and (6) that, if any such mechanics' liens are recorded against said property, I or said corporate GENERAL CONTRACTOR, will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said property.

_____ - GENERAL CONTRACTOR

By _____, its _____

Subscribed and sworn to by _____

Before me, this _____ day of _____, 20_____

Commissioner of the Superior Court/Notary Public

OWNERS' AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF CONNECTICUT)
) ss: Date: _____
COUNTY OF _____)

Each of the undersigned OWNER(S), or authorized officer and/or agent of the below-named CORPORATE OWNER of the above-described property, after being duly sworn, deposes and says: (1) that he/she has read the within and foregoing WAIVER OF MECHANICIS' LIENS; (2) that the persons, firms or corporations who have executed said waiver are the only persons, firms and corporations who have furnished or who have contracted to furnish services, labor or materials in the construction or repair of the buildings and appurtenances on said property as of the date hereof; (3) that he/she has no notice of any claim of any subcontractor, laborer or materialman against said property; (4) that this combined Affidavit and Indemnity Agreement is being made with the understanding that TICOR TITLE INSURANCE COMPANY will rely upon the truth of the statements made herein when it issues its mortgagee policy or mortgagee policies of title insurance on this date insuring title to said property without taking any exception with respect to any possible unrecorded mechanics' liens; (5) that, in order to induce TICOR TITLE INSURANCE COMPANY to issue such policy or policies, he/she jointly and/or severally, or said CORPORATE OWNER do/does hereby indemnify TICOR TITLE INSURANCY COMPANY, and agree to holt it harmless by reason of any and all loss, cost or damage, including attorneys' fees and court costs, which it may sustain by reason of the recording of any and all mechanics' liens against said property; and (6) that, if any such mechanics' liens are recorded against said property, he/she or said CORPORATE OWNER will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said property.

_____ - OWNER _____ - OWNER

_____ - OWNER By _____, its _____

Subscribed and sworn to by _____

Before me, this _____ day of _____, 20_____.

Commissioner of the Superior Court/Notary Public