

WAIVER AND RELEASE OF LIEN

LOAN #:

PROJECT:

OWNER:

WHEREAS THE UNDERSIGNED () Contractor () Subcontractor () Supplier () Architect/Engineer
() _____ has provided labor, services, materials or equipment for
the above project under and agreement with:

_____ in the capacity as () Owner () Owner Agent

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE ALL BOND CLAIMS, LIENS, OR CLAIMS OR RIGHT OF LIEN, STATUTORY OR OTHERWISE AGAINST THE PROPERTY PROJECT OWNER AND ANY SURETIES, FOR LABOR, SERVICES, MATERIAL OR EQUIPMENT, AS PROVIDED BY THE UNDERSIGNED, BUT ONLY TO THE EXTENT OF PAYMENT RECEIVED, AS INDICATED AND AS LIMITED BELOW.

() **CONDITIONAL Release:** This waiver and release is contingent upon the receipt of payment and final bank clearance of said remittance in the amount of \$_____. The remittance identified as payment and endorsed by the undersigned marked "Paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon this waiver and release shall become effective automatically without the requirement of any further act, acknowledgement or receipt on the part of the Undersigned.

Signed: _____
Title: _____ Date: _____

OR

() **UNCONDITIONAL Release:** The undersigned acknowledges receipt of payment in the amount \$_____ for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

Signed: _____
Title: _____ Date: _____

The person signing above does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the undersigned hereto and does in fact so execute this instrument.

State of _____

County of _____

Company Name: _____

Subscribed and sworn before me this _____ day of _____, 20_____

Notary Public: Signed: _____

My commission expires: _____