

CONDITIONAL WAIVER AND RELEASE OF LIEN



The undersigned, for and consideration of the payment of Draw / Invoice # _____ in the amount of \$ _____ paid by Jim Macon Building Contractor, Inc. on account of labor performed and materials furnished for the improvement of the following described premises hereinafter referred to as "the project":

PROJECT NAME: _____ MB PROJECT #: _____

PROJECT ADDRESS: _____

The undersigned warrants that he/it has the right to execute this Conditional Waiver and Release. He/it warrants further that all laborers employed by the undersigned and all materials and supplies furnished by others to him/it in connection with the construction of the project have been fully paid and that no security agreement has been executed by him/it covering any part of the project.

The undersigned does hereby release or waive any lien, rights or claims which he/it may have for labor performed or materials furnished by it for the project prior to the date of this instrument. Notwithstanding, the undersigned does not release or waive any lien, rights, or claims which he/it may acquire for labor performed or materials furnished by it for the project after the date of this instrument.

Further, the undersigned agrees to indemnify and hold the Owner and the Title Insurance Company issuing insurance with respect to the project harmless from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said Owner or Title Insurance Company might suffer directly or indirectly on account of any liens or claims asserted by the undersigned for labor performed or materials furnished by it for the project prior to the date of this instrument.

SIGNED AND SEALED THIS _____ day of _____,

VENDOR NAME: _____

VENDOR ADDRESS: _____

VENDOR SA / POS #: _____

NAME / TITLE: _____ SIGNATURE: _____

Sworn to and subscribed before me this _____ day of _____,

(Notary Public) My Commission expires: _____

Please Return To:

EMAIL:

AccountsPayable@MaconBuilding.com

NOTARY STAMP