



Virginia Mechanic's Lien Handbook

July 2025

I. GENERAL PROCEDURES FOR CONSTRUCTION LOANS

a. MLA Posted Projects – No approval required if you comply with the requirements below

- i. Stewart Title has streamlined procedures for agents on Mechanic's Lien Agent (MLA) posted construction loans and out-sales. If the transaction meets the 3 criteria listed below, you may offer affirmative mechanic's lien coverage on the construction loan without submitting a request for approval prior to closing:
 - a) MUST be MLA posted site
 - b) Residential, 1-to-2 family (even if acreage parcel)
 - c) Loan cannot be revolver with additional lot take-downs.
- ii. You must include all necessary requirements in your binder (see Requirements section II below), and all the requirements must be met prior to closing. If any of the requirements are not going to be met, or if you receive push-back from any party, you must contact a Stewart underwriter.
- iii. You must follow all of Stewart's established mechanic's lien procedures as outlined in this handbook, including:
 - a) Obtaining the [Indemnity Agreement](#) [See Appendix¹, Form F] signed by the Owner, General Contractor, and all Loan Guarantors (retain originals and ensure that file/commitment number is included on all forms); and
 - b) Attaching one of the [ALTA Endorsement 32 series](#) and the [ALTA Endorsement 33](#) to your title commitment; and
 - a. **NOTE:** Stewpend ("the ["Pending Disbursement Clause"](#)") [See Appendix, Form B] may be used in place of the ALTA Endorsement 32 series, and Stewend (the ["Disbursement Endorsement"](#)) [See Appendix, Form E] may be used in place of the ALTA 33 endorsement as you prefer. The ALTA endorsements are more widely recognized in the industry and may be easier to use in your transaction.
 - c) you must continue to monitor the draws, do title continuations and obtain and retain [certifications from the MLA](#) [See Appendix, Form I].
- iv. This program may not be used on revolving credit construction loans which have lot take-down features, regardless of the number of lots that may be encumbered at any one time. However, the out-sale procedure may be used on subdivisions even if the original construction would not qualify for these new procedures.
- v. We do not require payment of any extra-hazardous premium on any MLA posted site
- vi. Issue the policy as soon as possible after settlement. Do not issue any disbursement endorsements until the policy has been issued; each disbursement endorsement must reference the policy number. If there is a land acquisition advance at settlement, include a [Disbursement Endorsement](#) (See Appendix, Form E) for the amount of the land advance with the policy.

b. Non-MLA Posted Projects – Approval required

¹ **PLEASE NOTE:** all forms included in the Appendix are for reference only. Please use the links to access the most current version of all forms on Virtual Underwriter.

- i. If the site does not qualify for the streamlined process outlined above, you must submit an [Overlimit Approval Form](#) [see Appendix, Form A]. The overlimit system will send you an approval in response, which will contain requirements you must satisfy prior to issuing a policy.
 - a) ****Please Note:** per the Overlimit Approval Form, if the transaction is a construction loan and the total loan policy amount is equal to or greater than \$40 million, there is an additional form that must be completed ([STG High Liability Mechanic's Lien Coverage Approval Request](#)) and committee approval is required.
- ii. On occasion, the approval you receive may require you to issue different endorsements than the standard ALTA 32 Series/ALTA 33 Endorsements (or the Pending Disbursement Clause/Disbursement Endorsements). You **MUST** issue, without modification, whichever endorsements are required by the approval.
- iii. The approval you receive will contain the requirements that must be included in your binder. In order to receive affirmative mechanic's lien coverage, the required documentation shown in the approval (i.e. financials, loan commitment, list of guarantors, etc.) must be submitted to and reviewed by a Stewart underwriter in advance of closing.
- iv. Your approval will also indicate whether any extra-hazardous premium will be required. If the extra-hazardous premium is required, you must collect it at settlement and remit it to Stewart with your policy report.
- v. Issue the policy as soon as possible after settlement. Do not issue any disbursement endorsements ([ALTA 33 Endorsement](#)) until the policy has been issued; each disbursement endorsement must reference the policy number. If there is a land acquisition advance at settlement, include an ALTA 33 Endorsement (or a [disbursement endorsement](#) [See Appendix, Form E]) for the amount of the land advance with the policy.

c. Construction Draw Procedures

- i. Obtain a copy of the draw request from the lender, stating the amount to be disbursed and the total of all previous disbursements. (Make sure the bank's total agrees with your total.)
- ii. Perform or obtain a title bring-down from the date of the policy or the previous endorsement.
 - a) Any intervening matters, including easements, covenants, etc., must be reported as exceptions on the endorsement.
 - b) Don't forget to check taxes at the appropriate times of the year.
 - c) If you find any involuntary liens in the title update, you must contact a Stewart underwriter
- iii. **MLA Posted Project**
 - a) obtain a [certificate from the MLA](#) identifying any subs that have sent notice to the MLA [See Appendix, Form I]. Obtain [lien waivers](#) from all subcontractors or suppliers giving notice, stating that the subcontractor or supplier has been paid through the prior draw [See Appendix, Form G].
 - b) **NOTE:** if the title bring-down shows a recorded mechanic's lien, but the claimant did not give notice to the MLA, the lien must be released and you may not issue a draw

endorsement without exception to the recorded lien.

iv. **Non-MLA Posted Project**

- a) obtain [lien waivers](#) from general contractor and *all* subcontractors or suppliers consistent with and to the extent that the waivers are requirements in the binder, stating that they have been paid through the prior draw [See Appendix, Form G].
- v. For the **first draw**, obtain the [First Draw Affidavit and Agreement](#) [See Appendix, Form D] from the Owner and General Contractor
- vi. At any subsequent draw, obtain an [Interim Affidavit and Agreement](#) from the owner and general contractor [See Appendix, Form N and O]
- vii. Issue the [ALTA 33 Endorsement](#) (or the [Disbursement Endorsement](#) [See Appendix, Form E]).
 - a) **NOTE:** On occasion for Non-MLA posted projects, you may be required by Stewart to issue something other than the standard ALTA 33 Endorsement (or Disbursement Endorsement). If so, we will furnish you the endorsement with the signed approval.

II. STEWART REQUIREMENTS AND EXCEPTIONS

a. Requirements for Construction Loans:

Start with the requirements for Schedule B, Section I of the Commitment; if the requirements are met, then you may issue affirmative mechanics' lien coverage.

i. **MLA Posted Projects** - include these requirements:

- 1. _____ must be appointed Mechanic's Lien Agent.
- 2. The Company must be provided a copy of the building permit prior to the first draw, showing _____ has been appointed MLA with their full address and telephone number.
- 3. The Company must be provided with a copy of written [acceptance of appointment by MLA](#) [See Appendix, Form J].
- 4. Prior to the first draw, the Company must be provided with Stewart's Indemnity Agreement signed by all owners, loan guarantors, and the general contractor.
- 5. At each draw, the Company must be provided with a [certification from the MLA](#) [See Appendix, Form I] identifying all parties who have given notice to the MLA, and the Company must be provided lien waivers from all such subs and suppliers.
- 6. At each draw, the Company must be provided with an executed Interim Affidavit and Agreement from the owner and the general contractor.

ii. **Non-MLA Posted Projects** - include these requirements:

- 1. Company must be provided with the following prior to closing:
 - a. Current financial statements (within 6 months) for all borrowers, loan guarantors, and general contractors;
 - b. Construction cost breakdown and draw schedule;
 - c. Construction loan agreement or loan commitment; and

- d. List of all subcontractors and suppliers, with phone numbers.
2. Prior to the first draw, the Company must be provided Stewart's Indemnity Agreement executed by the owner, all loan guarantors, and the general contractor.
3. Prior to each draw, the Company must be provided with a written draw request from lender (if available for the project being insured).
4. Prior to each draw, the Company must be provided lien waivers for all work completed or materials furnished through the previous draw.
5. Prior to each draw, the Company must be provided with a properly executed Interim Affidavit and Agreement from the owner and the general contractor.

b. Affirmative Coverage for Construction Loans

- i. Once the requirements are met, and the project has approval for affirmative coverage, add the following language immediately following the exception for Mechanics' Liens in Schedule B – Section II of the Title Commitment:

As to loan policy only: Item #_____ will be deleted on the final policy, subject to the terms and provisions of the Pending Disbursement Clause and Draw Endorsement attached hereto.

- a) **You must attach copies of an endorsement from the ALTA 32 Series (or the Pending Disbursement Clause [Stewpend]) and the ALTA 33 Endorsement (or Draw Endorsement [Stewend]) to the commitment.**
- b) For most construction loans, the exception will be removed will be replaced with either an endorsement from the ALTA 32 series or the Pending Disbursement Clause (Stewpend).

c. **NOTE: We do not give affirmative mechanics' lien coverage on owner's policies during the construction phase.**

III. OUT-SALE AND CONVERSION TO PERMANENT FINANCING REQUIREMENTS

a. **MLA Posted Project** – No pre-approval required if you comply with requirements below

- i. You may provide affirmative mechanics' lien coverage on out-sales and conversions to permanent financing without obtaining prior approval, provided that:
 - a) the property is a 1-to-2 family residence
 - b) the general contractor is state-licensed, and
 - c) the site was MLA posted.
- ii. When preparing a commitment for an out-sale, include the following requirements on Schedule B-1:
 - a) The Company must be provided [Acceptance of Appointment of Mechanic's Lien Agent](#) [See Appendix, Form J] and [Certification of Mechanic's Lien Agent](#) [See Appendix, Form I] with a copy of building permit attached.
 - b) The Company must be provided with [lien waivers](#) from all subcontractors and/or suppliers who gave notice to the MLA [See Appendix, Form H].

- c) The Company must be provided executed [Final Affidavit and Statutory Affidavit of Payment](#) [See Appendix, Form C], the General Contractor's Final Waiver of Liens [See Appendix, Forms [K](#) and [L](#)], and the [Commercial Affidavit](#) [See Appendix, Form M].
 - iii. As with the streamlined procedures on construction loans, you must follow our standard out-sale procedures, including obtaining and retaining the:
 - a) Standard Owner/Seller Affidavit [See Appendix, Form P], and
 - b) A final [Certificate of Mechanic's Lien Agent](#) [See Appendix, Form I], and
 - c) The [Final Affidavit And Agreement And Builder/Developer Statutory Payment Affidavit](#) [See Appendix, Form C], and
 - d) the General Contractor's [Final Waiver of Liens](#) [See Appendix, Forms [K](#) and [L](#)] and
 - e) the [Commercial Affidavit](#) [See Appendix, Form M]
 - f) Certificate of Occupancy if available
- b. Non-MLA Posted Project – Approval required**
- i. When preparing a commitment for an out-sale, include the following requirements on Schedule B-1:
 - a) The Company must be provided full and complete [lien waivers](#) [See Appendix, Form H] prior to settlement from all subcontractors and suppliers who have provide labor or materials to the property.
 - b) The Company must be provided executed [Final Affidavit And Agreement And Builder/Developer Statutory Payment Affidavit](#) [See Appendix, Form C] and General Contractor's [Final Waiver of Liens](#) [See Appendix, Forms [K](#) and [L](#)] and [Commercial Affidavit](#) [See Appendix, Form M].
 - ii. To provide affirmative coverage, you must obtain approval by submitting an [Overlimit Approval Form](#) [See Appendix, Form A] and sending it in with the supporting documents listed on the request form. The overlimit system will send you an approval in response, which will contain requirements you must satisfy prior to issuing a policy.
 - a) ****Please Note:** per the Overlimit Approval Form, if the transaction is a construction loan and the total loan policy amount is equal to or greater than \$40 million, there is an additional form that must be completed ([STG High Liability Mechanic's Lien Coverage Approval Request](#)) and committee approval is required.
- c. A Note About Residential Rehab projects**
- i. If you are dealing with a residential rehab or property “flip”, it will typically be a non-MLA posted job and may not be a construction loan at all.
 - ii. In this case, please contact your underwriter for approval prior to issuing mechanic's lien coverage. Please provide your underwriter with as many of the following documents as possible to assist him/her in the process:
 - a) Listing agreement for the property
 - b) Occupancy certificate (if there is one available)
 - c) Any licensing information on the general contractor
 - d) Information on what work was completed and when
 - e) All subcontractors and suppliers who worked on the site or provided materials, if known

- d. Any affirmative coverage may only be given if you have followed the procedures outlined in this manual. Once you have approval for affirmative coverage, delete the exception from Schedule B of the policies.

IV. BACKGROUND AND GENERAL TERMS

Any person who supplies labor or materials for the improvement of real property has a statutory right to file a lien against the property for money due (a Mechanics' and Materialmen's Lien) pursuant to Virginia Code §43-3. Mechanics' liens can take priority over almost all other liens (including a deed of trust recorded before the Mechanic's Lien Memorandum is recorded) and can even survive bankruptcy proceedings. Therefore, if we are insuring a lender (or an owner), we want to be certain that our insured's interest in the property is protected from these claims.

A. Filing a Mechanics' Lien

A person entitled to a Mechanics and Materialmen's lien must file the Memorandum of Lien within 90 days from the last day of the last month in which work was performed or materials furnished and in no event later than 90 days from the time the work is completed or terminated. See Virginia Code § 43-4. By the calendar, then, the maximum number of days in which a lien can be filed is 121. For example, if October 1 is the last day work is done, it's 90 days from October 31 *plus* all the 31 days in October, so 121 days total. This means that a property could be sold on September 1, and a valid mechanic's lien might not be recorded until Thanksgiving! The filed lien can claim amounts due for up to 150 days *prior* to the last day on which labor was performed (or materials furnished).

The lien claimant files a Memorandum of Lien in the land records where the property is located, stating the name and address of the owner and general contractor (if any), name and address of the claimant, amount claimed, and the property against which the claim is made. See Virginia Code § 43-4. Once filed, the lienholder must bring suit to enforce the lien (1) within 6 months from the date the lien is recorded, or (2) within 60 days from the time the work was completed or terminated, whichever is *later*. See Virginia Code § 43-17. If no action to enforce the lien is taken within the prescribed time period, the lien will expire.

B. Who Can Claim a Lien?

Any general contractor, sub-contractor, sub-sub-contractor, etc., may record a lien for money due. In addition, any supplier of materials to the job (lumber, cement, plumbing supplies, etc.) has a right to a lien. See Virginia Code § 43-1.

The lien also runs to the benefit of any of the above who may supply labor or materials in a community—road pavers, for example, or parking lot builders for a condominium regime. In these cases, the lien must be apportioned over all of the properties affected.

Workers whose efforts did not directly benefit the land or the improvements are not legally entitled to file a lien. These would include, for instance, appraisers, title examiners, and utilities.

C. What Qualifies as an "Improvement" to Real Property?

In addition to the structure itself and everything built within the structure, wells, driveways, retaining walls, water/sewer systems, septic systems, shrubbery, sod, and swimming pools are considered improvements and can give rise to a mechanic's lien. Surveying, grading, and earth moving also fall within the definition. See Virginia Code § 43-2.

D. What is a Mechanics' Lien Agent?

A Mechanics' Lien Agent ("MLA") is a person appointed by the builder/owner to receive notices from subcontractors in a *residential* 1-2 family construction project. For a project to be "posted", the MLA must be listed on the building permit, and the permit must be posted on the job site continuously and conspicuously. If a residential, 1-2 family project is posted, no subcontractor or supplier can claim a lien *against the property* unless it has given notice to the MLA in accordance with the statute. See Virginia Code § 43-4.01. Upon request, the MLA provides a certification to the title agent of all subcontractors or material suppliers who have given notice that they are working on the project.

Only attorneys, title companies (or their agents/subsidiaries), and banks (and/or their subsidiaries) can qualify to be MLAs. Stewart Title Agents may be appointed as an MLA.

E. How Do We Protect Ourselves (and our clients)?

The only way to be absolutely protected is to ensure that everyone who could claim a lien has been paid. This involves paying the outstanding bills and collecting lien waivers from all laborers or suppliers of materials who are within that ninety-days-from-the-last-day-of-the-last-month window. But this isn't always practical, or possible. For example, in a large subdivision, the roads may not be completed by the time the first few houses are sold, so those laborers could have a lien right well beyond the 121 day rule period. Then there's 'the post-settlement' work such as sodding the lawn or completing 'punch list' items. For this reason, we must rely on an indemnification from the builder.

We start with the proposition that our policies will take exception to mechanics' liens unless the project (new, remodeling, or rehabilitative) qualifies for either the deletion of the exception, or replacement of the exception with affirmative coverage. Therefore, if there has been any construction on the property within the preceding 122 days, the agent should include the following language as an exception in Schedule B:

Any lien or right to a lien, for services, labor, or materials heretofore furnished or hereafter furnished.

Very few lenders or owners will be willing to accept a policy with this exception. Most will not only want the exception deleted from their title policy but will also require affirmative mechanics' lien coverage in the policy. You may give the affirmative coverage upon request, provided you follow our procedures.

APPENDIX

PLEASE NOTE: all forms included in the Appendix are for reference only. Please use the included links to access the most current version of all forms on Virtual Underwriter.

FORM A



Request for Approval to Issue Over Limits (Large) Policy or Extra Hazardous Coverage [Rev 01-07-22]

Please complete this form and email it to PolicyApprovalRequest@stewart.com and copy your underwriting contact, if applicable.

Date:	Name of Person Requesting Approval:		
Telephone #:	Email Address:		
Agency Name:	Stewart/ALTA ID:		
Agency Address:	File Number:		
City:	State:	ZIP:	
Subject Property Address: (If an address is not available, please include City, or County, State and ZIP)			
City:	State:	ZIP:	Anticipated Closing Date:
Project Name/Project Reference ("Re:"), if applicable:			
1. List the Policy Form(s), Type, Insured and Stewart's Policy Amount THIS SECTION IS REQUIRED. Please do not leave it blank. If a Policy Form is not identified, the form will be the 2021 ALTA Policy. Attach a copy of Commitment(s), Preliminary Report(s) and any Pro Forma(s).			
Policy Form (e.g., 2006/2021 ALTA)	Type (e.g., Loan/Owners)	Proposed Insured	Amount
			\$
			\$
			\$
			\$
2. Description of the Property (e.g., undeveloped, apartments, offices, etc.):			
3. Describe: (a) transaction and (b) purpose of financing (briefly, but in detail):			
4. Title was searched and examined from _____ to _____.			
5. Starter, if any. Please specify and include a copy: ☐ Yes ☐ No			
6. If this property was the subject of a prior Over Limits Approval, please insert the prior approval #:			
7. Describe grantor/mortgagor (e.g., person, entity) and authority (e.g., power of attorney, corporate resolution, etc.):			
8. Please select any of the following that apply to this transaction (anything left unchecked will represent "does not apply"):			
☐ A construction loan			
☐ Broken-priority (e.g., early start) or no-priority. If YES, please describe in a supplement.			
☐ Recent construction performed or completed within the lien period. If YES, please describe in a supplement.			
☐ Request for Mechanic's Lien Coverage? NOTE: If this transaction is a construction loan and if the total project cost (i.e. the loan amount plus other contributions) is equal to or greater than \$40,000,000, <u>please also complete STG High Liability (Over \$40 Million) Mechanic's Lien Coverage Approval Request</u>			
☐ Tidelands, filled land, submerged land, navigable waters or riparian issues			
☐ Insuring title to railroad property			
☐ Title based upon judicial proceedings (e.g., tax foreclosure, condemnation, bankruptcy)			
☐ Title based upon foreclosure or deed in lieu of foreclosure			
☐ Mineral coverage on commercial property in area of mineral development			
☐ Title derived from foreclosure or deed in lieu of foreclosure regarding a construction loan deed of trust, within the last three years			



(continued selections from #8 on page 1)

- ☐ Easement independent of real property (e.g., an easement in gross)
- ☐ Insured Option
- ☐ Native American (Indian) lands
- ☐ Insuring Water Rights
- ☐ Sheriff's Sale, Tax Sale or Receivership Sale In last 10 years (other than mortgage foreclosure)
- ☐ Insuring a lease and/or a mortgage encumbering a lease. If YES, please attach a copy of the lease and describe consents/estoppels in a supplement.
- ☐ Assignment or partial assignment or mortgage of a lease, easement, or other interest. If YES, describe consents/approvals to be obtained in a supplement.
- ☐ Any purchase contract(s) or option(s) outstanding including right of first refusal, right of first offer, other than the purchase contract in favor of the proposed insured
- ☐ Other extra hazardous risks, such as those shown in [VU Underwriting Manual Section 5.36](#)
- ☐ Current, recent or impending litigation that might affect the subject property
- ☐ A transaction that, to your knowledge, has been turned down by another Underwriter
- ☐ An energy project (e.g., wind, solar, geothermal, hydro, etc., including conventional) and/or any energy endorsement(s)
- ☐ Other unusual risks, issues and/or affirmative coverages, if any. If YES, please describe in a supplement.
- ☐ Co-insurance? If YES, please list the co-insurers and their liability amounts/percentages

If "YES" to any of the above, please describe below or in a supplement.

9. This policy will be issued by (MUST be completed):

- ☐ an issuing agent authorized in the state, in compliance with state law; or
- ☐ direct issue/home office, in compliance with state law

From our examination of the Title and the foregoing, we are of the opinion that the requested Policy complies with Company Guidelines, including, but not limited to, those on Virtual Underwriter®, and can be safely issued in compliance with state law, including any requirements relating to authorized and licensed signatories on the Policy.

The requested coverages and endorsements are allowed to be issued in the state, and the rates to be charged will comply with state requirements, and the amount to be remitted to Stewart will comply with our underwriter agreement(s).

Signature

Date

You **MUST** receive the email approval from STG Underwriting before proceeding.

If endorsements and/or affirmative/express insurance are requested, please insert below or attach a list.

Endorsements and/or affirmative/express insurance requested. / Please use this area if you need additional space.



Request for Closing Protection Letter/Insured Closing Letter (CPL/ICL)

If you require a CPL that exceeds the standard coverage limit, please complete the information below and submit the complete form, including all pages, to stghoucontractadministration@stewart.com.

CPL Date:	CPL Limit: \$	Email:
Addressee/Covered Party: (a CPL will be issued for each type of party selected below. Buyer/Borrower is required if Lender Addressee)		
☐ Lender	☐ Buyer	☐ Seller
	Buyer/Borrower/Lessee	Seller
Name:		
Address:		
City, State, Zip:		
	Primary Lender	Secondary Lender
Name:		
Include "Its Successors and/or Assigns" Language	☐ Yes ☐ No	☐ Yes ☐ No
Address:		
City, State, Zip:		
Loan Number:		
Lender Attention To:		
Closing/Settlement Office: (enter ONLY if this office needs to appear on the CPL and is different from the Agency referenced on page 1)		
Name:	Stewart/ALTA ID:	
Address:	File Number:	
City:	State:	ZIP:

FORM B

**PENDING DISBURSEMENT CLAUSE (STEWPEND)
FOR USE IN CONSTRUCTION LOAN POLICIES**

Pending disbursement of the full proceeds of the loan secured by the Mortgage or Deed of Trust described in Schedule "A" hereof, this policy insures only to the extent of the amount actually disbursed. This policy insures against any loss or damage which might result from claims of mechanic's liens arising from non-payment of bills for labor performed or material furnished prior to _____ except any such liens or notices thereof as may be recited under Schedule B hereof. At the time of each disbursement of proceeds of the loan, an endorsement to this policy must be secured increasing the amount insured hereunder up to the face amount of the policy, subject to the following requirements being met before issuance of such endorsement that: (a) the company is furnished evidence from the insured certifying that the disbursement has been made in good faith and without knowledge of any defect in, or objection to the title, (b) a title search by the Company reveals no liens, objections or any other adverse changes in the title; (c) the contractor and owner furnish this company satisfactory paid bills, lien waiver, or other evidence that all items from which a lien might arise, have been paid or otherwise satisfied, and (d) the Owner and Contractor furnish the Company satisfactory Affidavit and Indemnity

Agreement(s) as to the matters referred to in (c) above.

This policy does not insure against mechanic's liens for labor performed and materials furnished subsequent to the last date to which mechanic's lien coverage has been extended, nor does this policy guarantee completion of the improvements in progress, or their compliance with plans and specifications. The company in no way guarantees the sufficiency of the mortgage proceeds as adequate to complete said improvements.

Notwithstanding any other language contained in the insuring provisions of this policy, the above provisions are the sole provision applicable to the extension of coverage for loss or damage resulting from mechanic's liens or claims of such liens not of record.

FORM C

FINAL AFFIDAVIT AND AGREEMENT
and
BUILDER/DEVELOPER STATUTORY PAYMENT AFFIDAVIT
(VIRGINIA CODE SEC. 43-13.2)

STATE OF _____,

COUNTY/CITY OF _____; TO-WIT:

On this _____ day of _____, 20____, before me personally appeared _____

- (a) Owner and developer of the property hereinafter described, the
- (b) Owner and general contractor in connection with the development or improvements of the property hereinafter described, or the
- (c) Owner and a contractor or subcontractor furnishing labor or material in connection with the development or improvement of the property hereinafter described;

to me personally known, who being duly sworn on his/her oath, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items; used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by owner.

Affiant further says that no claims have been made to affiant by, nor is any suit pending against affiant by general contractor, contractor, subcontractor, laborer or materialmen, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, equipment which are now installed in or upon said real property or on the improvements thereon.

Affiant on behalf of said Owner of the Property and General Contractor does for a valuable consideration hereby agree and guarantee to hold Stewart Title Guaranty Company (by reason of the fact that it has issued or will issue in the future its title insurance policies), harmless against any lien, claim or suit of or by any general contractor, contractor, subcontractor, laborer or materialmen, and against any chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction or repairs of such building or improvements on said real estate.

1. The property is described as follows:

2. All persons performing labor or furnishing materials in connections with the improvements on said property and with whom the owner is in privity of contract have been paid in full unless noted below by name, address, and amount payable or amount claimed to be payable:

NAME AND ADDRESS

AMOUNT PAYABLE

_____	_____
_____	_____
_____	_____
_____	_____

(attach additional sheets if necessary)

3. This affidavit is given pursuant to Virginia Code Section 43-13.2, which requires this affidavit to be furnished to the purchaser. THE AFFIANT UNDERSTANDS THAT ANY WILLFUL MATERIAL MISREPRESENTATION WITH RESPECT TO THIS STATEMENT WHICH CAUSES A MONETARY LOSS TO A FINANCIAL INSTITUTION, TITLE COMPANY, CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OWNER, MECHANIC'S LIEN AGENT, OR ANY OTHER PERSON OR INSTITUTION SHALL BE PUNISHABLE AS A CLASS 5 FELONY.

WITNESS the following signature:

By: _____

Print Name

The foregoing Final Affidavit and Agreement and Builder/Developer Statutory Payment Affidavit were subscribed and sworn to before me this _____ day of _____, 20____, by

_____.

Notary Public

My commission expires: _____.

FORM D

1ST DRAW AFFIDAVIT & AGREEMENT

STATE OF _____,

COUNTY/CITY OF _____; TO-WIT:

On this _____ day of _____, 20____, before me personally appeared

- (d) Owner and developer of the property hereinafter described, the
- (e) Owner and general contractor in connection with the development or improvements of the property hereinafter described, or the
- (f) Owner and a contractor or subcontractor furnishing labor or material in connection with the development or improvement of the property hereinafter described;

to me personally known, or satisfactorily proven, who, being duly sworn on his/her oath, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, will be paid in full from the first draw of the construction loan, and that such work has been performed to satisfaction and accepted by owner as of date herein.

Affiant further says that no claims have been made to affiant by, nor is any suit pending against affiant by any contractor, subcontractor, laborer or materialmen, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, equipment which are now installed in or upon said real property or on the improvements thereon.

Affiant on behalf of said Owner of the Property and General Contractor does for a valuable consideration hereby agree and guarantee to hold Stewart Title Guaranty Company (in consideration of its issuance of a draw endorsement to the construction lender), harmless against any lien, claim or suit of or by any general contractor, contractor, subcontractor, laborer or materialmen, and against any chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction or repairs of such building or improvements on the real estate.

The real estate and improvements referred to herein are situated in the State of _____,
County/City of _____ and described as follows:

_____.

WITNESS the following signatures and seals:

OWNER OF PROPERTY

OWNER OF PROPERTY

GENERAL CONTRACTOR

Final Affidavit and Agreement and Builder/Developer Statutory Payment Affidavit were subscribed and sworn to before me this _____ day of _____, 20____ by _____.

Notary Public

My commission expires: _____.

FORM E

DISBURSEMENT ENDORSEMENT (STEWEND) - VIRGINIA

Attached to and forming a part of Policy No. _____

Issued by

STEWART TITLE GUARANTY COMPANY

Upon disbursement of the amount shown at (b) below in connection with subject property, we hereby extend the date of our title insurance policy to the date below increasing the coverage to the amount stated in (c) below; and further, we insure against loss or damage which may result from the claims of mechanic's liens arising from non-payment of bills for labor performed or materials furnished prior to _____, except any such liens or notices thereof recited under Schedule B of the subject policy, and except such liens arising from "retention" funds withheld from contractors, subcontractors or suppliers out of mortgage loan proceeds or failure of the assured to advance sufficient funds to cover the cost of all of the construction completed prior to the date of assureds' disbursement as set out in (b) below.

(a) Total Disbursed Previously : \$

(b) Present Disbursement : \$

(c) Total Disbursement to Date : \$

The following exceptions are hereby added to Schedule B of said Policy:

NOTE: Taxes are not further examined.

Nothing herein contained nor in the policy previously issued shall subject Stewart Title Guaranty Company to liability for the completion of the improvements presently under construction of the insured premises or to liability for non-compliance with plans and specifications in connection with the construction, and Stewart Title Guaranty Company in no way guarantees the sufficiency of the mortgage proceeds as adequate to the complete said improvements. This endorsement is made a part of the policy referred to above and is subject to schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Policy Extended To:

This endorsement is made a part of the commitment or policy. It is subject to all the terms of the commitment or policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates, and amount of the commitment or policy and prior endorsements are not changed.

This endorsement shall not be valid or binding until signed by an authorized signatory.

AUTHORIZED SIGNATORY

FORM F

INDEMNITY AGREEMENT I

This Indemnification is made and given by: _____

referred to as "Indemnitor" (whether one or more) for the benefit of Stewart Title Guaranty Company hereafter sometimes referred to as "the Company". Indemnitor agrees that as to those transactions, present and future, that are covered by this agreement, the obligations of the Indemnitor herein may continue at a time when Indemnitor no longer has any direct financial or ownership interest in the land herein referred to, based upon the statutory period within which valid mechanic's liens may be filed.

1. Indemnitor has or will have interest in certain works of improvement which have been or will be commenced upon land described as follows:

2. Because of its interest in the land and improvements, Indemnitor desires the issuance by Stewart Title Guaranty from time to time of policies of title insurance, endorsements, commitments, binders and guarantees ("title assurances") covering the land and insuring against loss which may be sustained by reason of mechanic's liens, claims of liens, or actions to enforce any such liens, without showing those claims, liens and actions as exceptions to title; or insuring holders or mortgages or deeds of trust against loss by reason of the priority of any such mechanic's liens over the insured mortgages or deeds of trust. Indemnitor understands and agrees that the Company will make full disclosure of all claims, liens, and actions to the proposed insured.

3. As used in this agreement, the term "land" shall include all real estate, real property interests and improvements which by law constitute real property in which the Indemnitor is now, or may hereafter become, the owner of the estate or interest insured, contractor for the work performed, or legally responsible for the payment of liens. Indemnitor understands that no specific reference to this agreement in any title assurances shall be necessary or is contemplated and that it shall automatically apply to any title assurances which come within its terms.

4. To induce Stewart Title Guaranty Company to issue assurances in the manner hereinabove mentioned, Indemnitor promises and agrees to hold harmless, protect and indemnify Stewart Title Guaranty Company, its agents and assigns, from and against any and all liabilities (whether or not Stewart Title Guaranty Company, its agents or assigns, have suffered actual loss), losses, damages, expenses and charges, including but not limited to attorneys' fees and expenses of litigation for which the parties of any of them may or might become liable or sustain arising out of or in any way connected with any policy of title insurance, any endorsement, any binders or any agreements insuring against or guaranteeing against liens arising from unpaid bills for labor, services, or materials furnished to the above described property or an part thereof.

5. Indemnitor understands and agrees that Stewart Title Guaranty Company's issuance of such title assurance in the manner desired by Indemnitor may make it necessary for the Company to issue additional other title assurance covering the land, without showing such mechanic's liens or actions. Therefore, it is understood and agreed that the obligations of the Indemnitor hereunder shall not b limited to the title assurances initially issued on the land or potions thereof during the time

when the Indemnitor has a direct financial or ownership interest therein, but shall also apply to the title assurances subsequently issued on the same land, or portions hereof; and it is specifically understood by the Indemnitor that the Company will be relying upon this agreement as a continuing guarantee of the performance of Indemnitor's obligation with respect to the land in issuing any such further title assurances.

A. In the event that any mechanic's lien, liens, or claims thereof ("liens") arising out of such work or improvements shall be filed against the land, or any action shall be commenced to foreclose such lien, Indemnitor agrees, within twenty (20) days of such filing to:

(a) Cause a release of the lien to be filed in the County Recorder's Office; or

(b) Cause to be filed with respect to any such lien a bond or bonds conforming to applicable state statutes; or

(c) Deposit with the Company or its nominee an amount equal to one and one-half (1 1/2) times the amount claimed including attorney's fees, interest and costs, and execute such escrow agreement as shall be designated by the Company.

B. Should Indemnitor fail to comply with subparagraphs (a), (b) or (c) as set forth above, Stewart Title Guaranty Company is authorized by Indemnitor, but not obligated, to advance and pay such amounts as the Company shall in its absolute, subjective discretion, determine to be necessary to procure release of such lien, or take such other action which shall otherwise be necessary for the protection of the Company; and the Insured Indemnitor agrees upon demand to reimburse the Company for all amounts so advanced, together with the maximum rate of interest allowable by law.

C. To the extent that the Company shall put out any sum of money on account of this agreement, Stewart Title Guaranty Company shall have the right of subrogation against the Indemnitor and his rights in the property; and further, as an additional remedy, Stewart Title Guaranty Company shall have a lien on the property for any sum of money paid by the Company pursuant to this agreement. This lien shall be subordinate in priority only to those liens of record in the county where the real property is located at the time the Company records its statement of lien. The Company shall have the right to bid on the property at a foreclosure sale and to acquire, hold, lease, mortgage and convey the same. A suit to recover a money judgment on any sums of money paid the Company on account of this agreement may be maintainable without foreclosure or waiving the lien securing the same.

6. It is specifically understood and agreed by Indemnitor that, once such title assurance obligations have been undertaken by the Company, no cancellation by Indemnitor shall be effective so long as the Company has any continuing obligation under such title assurances affecting the land.

7. Indemnitor understands that, as a continuing guarantee, as well as a direct indemnification, Indemnitor authorizes Stewart Title Guaranty Company without notice of demand, and without affecting the Indemnitor's liability hereunder, from time to time, (a) to renew, compromise, extend, accelerate or otherwise change the time or terms of payment of any obligation which shall be so guaranteed hereunder; (b) to take security for the payment of this agreement and to exchange, enforce, waive and release any such security; (c) to apply such security and direct the order of manner of sale thereof as the Company may in its discretion determine; and (d) release or substitute and one or more of the Indemnitors (if more than one hereunder). In addition, Indemnitor waives any right to require the Company (a) to proceed against any person; (b) to proceed against or exhaust any security held by or for the Company or (c) to pursue any other remedy whatsoever. Indemnitor specifically waives all presentments, demand for performance, notice of non-performance, and notice of acceptance of this guarantee and indemnity.

8. Indemnitor hereby agrees that the Company shall have and is granted the right, at any reasonable time, to examine the books, accounts, and records of Indemnitor, pertaining to such works or improvement.

9. In the event any provision of this agreement shall be held invalid or unenforceable by any court having jurisdiction, such provision shall be deemed severable and shall not affect the validity of any other provisions or the balance hereof.

10. The failure of the Company from time to time to demand the performance of any act which it might require of Indemnitor hereunder shall not be construed as a waiver of the right to enforce such performance at a later time upon appropriate demand.

A. In the event of suit regarding any of the terms of this Agreement or performance or non-performance thereof, the parties agree that venue shall be in the Circuit Court in the county where the real property is located and that court shall have original jurisdiction for trial. The laws of the State of Virginia shall govern any suit. By signature hereto Indemnitor appoints the Clerk of the Court as his agent to receive service of process and further consents to jurisdiction of the Court over him.

B. In the event of any action to enforce the terms of this Agreement, the parties hereto authorize and agree that the Court in its discretion may award reasonable attorney's fees to the party prevailing therein and that attorney's fees and other costs of collection shall be added to the amount of any lien claimed by Stewart Title Guaranty Company.

11. Indemnitor understand and agrees that the Company is not obligated to issue any title assurances at any time, although requested to do so by Indemnitor, the Company may exercise its own discretion as to the issuance of any title assurances now or in the future. However, once the Company has issued title assurance, Indemnitor agrees that such assurance will be in specific reliance upon this indemnification and guarantee given by the Indemnitor and Indemnitor shall be obligated whether or not Indemnitor has specifically requested the issuance of the title assurances.

12. All written notices permitted or required to be given under this agreement may be personally delivered to each of the parties thereto, or mailed to each party by Registered United States Mail or Certified United States Mail, and shall be considered duly mailed when addressed with postage prepaid as follows:

To STEWART TITLE GUARANTY COMPANY:

P. O. Box 2029

Houston, Texas 77252-2029

With a copy to: LOCAL STGC OFFICE

Address: _____

ATTN: _____

To Indemnitor: _____

Either party may by written notice to the other, as aforesaid, change the address to which notices are to be sent.

A. The Parties acknowledge that Stewart Title Guaranty Company may be asked to provide title assurances pursuant to this Agreement wherein legal title to the subject real property and improvements may be vested in a corporation, partnership, joint venture or other form of ownership other than individuals. It is the intention of the parties hereto that any person signing this Agreement individually and not in a representative capacity shall be unconditionally and personally bound by the terms hereof and subject to full personal recourse against such individual.

B. The obligations hereunder are joint and several and unconditional and shall continue whether or not the undersigned titleholders or individuals have any interest in the entity which presently owns the real property, or in the real property itself, at the time a claim hereunder may be made by the Company.

1. This Agreement, consisting of four (4) typewritten pages including this page shall benefit and bind the parties hereto and their respective successors, assigns and, in the case of individual Indemnitors, their heirs and personal representatives. This Agreement may not be amended or modified without the written Endorsement of Stewart Title Guaranty Company.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective this _____ day of _____, 20____.

Titleholder: _____

By: _____

Title: _____

Guarantor(s): _____

By: _____

Title: _____

General Contractor: _____

By: _____

Title: _____

FORM G

PARTIAL WAIVER OF LIENS

DATE: _____ Original Contract Amount \$ _____
Previous Payments: \$ _____
Current Payments: \$ _____
Contract Balance: \$ _____
Less Retention: \$ _____

STATE OF VIRGINIA _____,

COUNTY/CITY OF _____; to wit:

KNOW ALL MEN THAT _____,
for and in consideration of, the sum of _____,
in payment of invoice or application dated _____,
does hereby waive, release and relinquish any and all claims of lien which _____,
_____ now has upon the premises known and described as _____,
_____ for labor, materials and services furnished prior to _____
said premises being owned by _____.

By: _____

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

Notary Public

My Commission Expires: _____.

FORM H

FINAL WAIVER OF LIENS

DATE: _____ Original Contract Amount: \$ _____
Previous Payments: \$ _____
Current Payments: \$ _____
Contract Balance: \$ _____

STATE OF VIRGINIA _____,
COUNTY/CITY OF _____; to wit:

KNOW ALL MEN THAT _____
for and in consideration of, the sum of _____
in payment of invoice or application dated _____
does hereby waive, release and relinquish any and all claims of lien which _____
_____ now has upon the premises known and described as _____
_____ for labor, materials and services furnished prior to _____
said premises being owned by _____.

By: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____.

FORM I

CERTIFICATION OF MECHANIC'S LIEN AGENT

The undersigned hereby certifies as follows: _____ has been designated in writing as the Mechanic's Lien Agent and has consented to such designation in writing in accordance with the provisions of §43-1 of the Code of Virginia (1950, as amended) with respect to:

Property Description: _____

Property Address: _____

Owner: _____

The following items are attached hereto:

A. A copy of Building Permit # _____ issued in connection with improvements to the property, as furnished by the owner; **(with first cert. only)**

B. A complete listing of all names, addresses and telephone numbers of parties that have furnished the undersigned with Notice as of the date hereof, that they seek payment for labor performed on, or materials furnished to, the property:

D. Copies of all Notices received by the undersigned whether the Notices comply with §43-4.01 of the Code of Virginia or not.

Date: _____

Mechanic's Lien Agent

Mechanic's Lien Agent Address and Telephone Numbers:

_____ (Telephone) _____ (Facsimile)

STATE OF VIRGINIA, CITY/COUNTY OF _____; to-wit:

Acknowledged before me this _____ day of _____, 20____, by _____

_____.

Notary Public

My Commission Expires: _____.

FORM J

ACCEPTANCE OF APPOINTMENT AS
MECHANIC'S LIEN AGENT

Date: _____

To: _____

Dear: _____

Pursuant to your request, please be advised that _____
accepts your appointment as "Mechanic's Lien Agent" on the following construction site:

_____ (Property Street Address)

a/k/a LOT _____ BLOCK _____ SECTION _____
SUBDIVISION: _____
COUNTY: _____, Virginia

NOTE: USE ONLY LEGAL DESCRIPTION OF PROPERTY. DO NOT USE YOUR JOB #.

You may designate _____ as "Mechanic's Lien Agent" on the Building Permit issued or to be issued for construction on the above property. Furnish us with a copy of the Building Permit at your earliest convenience.

Respectfully submitted,

_____ (Name)

_____ (Entity)

_____ (Street Address)

_____ (City/State/Zip)

_____ (Telephone Number)

_____ (Facsimile Number)

_____ (E-mail address)

FORM K

FINAL AFFIDAVIT & AGREEMENT

STATE OF _____

_____ OF _____

On this _____ day of _____, _____, before me personally appeared _____, Owner of Property, and _____ General Contractor, to me personally known, who being duly sworn on their oaths, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been performed to satisfaction and accepted by owner as of date herein.

Affiants further say that no claims have been made to either of the affiants by, nor is any suit pending against affiants by any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages or conditional bills of sale, security agreements or financing statements have been given or are outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises.

Affiants as parties hereto do for a valuable consideration hereby agree and guarantee to hold Stewart Title Guaranty Company (by reason of the fact that it has issued or will issue in the future its title insurance policies), harmless against any lien, claim or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages or conditional bills of sale, security agreements or financing statements in connection with the construction or repair of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the _____ of _____ State of Virginia, and are described as follows, to wit:

OWNER OF PROPERTY

OWNER OF PROPERTY

GENERAL CONTRACTOR

Executed, subscribed and sworn to before me the day and year above written.

My Commission Expires:

Notary Public

NOTE: FOR USE WHEN OWNER AND GENERAL CONTRACTOR ARE NOT THE SAME

FORM L

FINAL AFFIDAVIT & AGREEMENT

STATE OF _____
_____ OF _____

On this _____ day of _____, _____ before me personally appeared _____ President of _____ Owner of Property and General Contractor, to me personally known, who, being duly sworn on his oath, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by owner.

Affiant further says that no claims have been made to affiant by, nor is any suit pending against affiant by any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or in the improvements thereon.

Affiant on behalf of said Owner of Property and General Contractor does for a valuable consideration hereby agree and guarantee to hold Stewart Title Guaranty Company by reason of the fact that it has issued or will issue in the future its title insurance policies), harmless against any lien, claim or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction or repair of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the _____ of _____ State of Virginia, and are described as follows, to wit:

OWNER OF PROPERTY

OWNER OF PROPERTY

GENERAL CONTRACTOR

Executed, subscribed and sworn to before me the day and year above written.

My Commission Expires:

Notary Public

NOTE: FOR USE WHEN OWNER AND GENERAL CONTRACTOR ARE THE SAME.

FORM M

COMMONWEALTH OF VIRGINIA)
COUNTY OF FAIRFAX) ss:

1. The Affiant, _____ (hereinafter referred to as “**Owner**”), is the grantee in that certain Deed dated _____ (the “**Deed**”), recorded _____ in Deed Book _____ at Page _____ among the Land Records of _____, Virginia, which conveyed to Owner the property known as _____ (the “**Conveyed Property**”) described in the Deed, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference. Based solely on that certain Owner’s Policy of Title Insurance No. [_____] , dated _____ (the “**Owner’s Title Policy**”), from _____ to Owner, Owner is the owner of the Conveyed Property. Owner has been advised that (i) a portion of the Conveyed Property is that certain property described in the Exhibit B, attached hereto and incorporated herein by this reference (the “**Property**”), and (ii) Stewart Title Guaranty Company’s Commitment for Title Insurance No. _____ (the “**Title Commitment**”), copy of which is attached hereto and incorporated herein by this reference as Exhibit C, is a commitment to insure the Owner’s conveyance of the Property to _____.

3. Owners' enjoyment of the Property has been peaceful and undisturbed and Owner's title to the Property has never been disputed or questioned to Owner's knowledge, nor does Owner know of any facts by reason of which title to, or possession of the Property might be disputed or questioned, or by reason of which any claim to the Property or any portion thereof might be asserted adversely, except as disclosed in the Owner's Title Policy and Title Commitment.

(b) A complete list of all parties in possession of any portion of the property is attached hereto and made a part hereof. There are no other tenancies, leases, parties in possession, or other occupancies of the property and each of the parties disclosed on the attached list occupies the property or has a right to such occupancy either as a tenant from month to month without lease, or pursuant to the terms of an unrecorded lease.

5. The Owner knows of no action or proceeding relating to the Property currently pending in any State or Federal Court in the United States nor does the Owner know of any State or Federal Judgment or any Federal Lien of any kind or nature whatever, which now constitutes a lien or charge upon the Property.

7. Owner has not received any notice of any unpaid real estate taxes and/or special assessments by _____, or assessments by the _____, affecting the Property other than those shown on the Title Commitment.

8. To Owner's knowledge, there are no unpaid real estate taxes to _____ or charges for public water and/or public sewer services or unpaid special assessments to _____ for items such as improvements for sidewalks, curbs, gutters, sewers, etc., other than as may be shown as existing liens on the Property in the public records.

With respect to the Property, Owner has no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve (12) months for alterations, repair, work, or new construction on the Property, except items not yet due and payable which will be paid in the ordinary course of business by Owner, or except for the following:

9. ☐ There is no building located on the Property OR ☐ the building or buildings were completed more than _____ years ago.

Owner knows of no contract by Owner for the making of repairs or improvements on the Property except as follows:

10. This affidavit is given to induce Stewart Title Guaranty Company to issue its policy or policies of title insurance insuring Owner's conveyance of the property with full knowledge that Stewart Title Guaranty Company will be relying upon the accuracy of same.

By:

Its

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____

FORM N

INTERIM AFFIDAVIT & AGREEMENT

STATE OF _____

COUNTY/CITY OF _____

On this day of _____, 20__, before me personally
appeared _____, Owner of Property, and
_____, General Contractor, to me personally known,
who, being duly sworn on their oaths, did say that all of the persons, firms and corporations, including the
general contractor and all subcontractors who have furnished services, labor or materials according to plans and
specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate
hereinafter described, have been paid in full and that such work has been performed to satisfaction and accepted
by owner as of date herein.

Affiants further say that no claims have been made to either of the affiants by, nor is any suit pending against
affiants by any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages or
conditional bills of sale, security agreements or financing statements, have been given or are outstanding as to
any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises.

Affiants as parties hereto do for a valuable consideration hereby agree and guarantee to hold Stewart Title
Guaranty Company (by reason of the fact that it has issued its title insurance policies), harmless against any lien,
claim or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel
mortgages or conditional bills of sale, security agreements or financing statements in connection with the
construction or repair of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the

County/City of _____

State of Virginia, and are described as follows, to wit: [insert legal
description] _____

OWNER OF PROPERTY

OWNER OF PROPERTY

GENERAL CONTRACTOR

Executed, subscribed and sworn to before me the day and year above written.

Notary Public

My Commission Expires:

NOTE: FOR USE WHEN OWNER AND GENERAL CONTRACTOR **ARE NOT** THE SAME.

FORM O

INTERIM AFFIDAVIT & AGREEMENT

STATE OF _____

COUNTY/CITY OF _____

On this day of _____, 20____, before me personally appeared _____, Owner of Property and General Contractor, to me personally known, who, being duly sworn on his oath, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been performed to satisfaction and accepted by owner as of date herein.

Affiant further says that no claims have been made to affiant by, nor is any suit pending against affiant by any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages or conditional bills of sale, security agreements or financing statements, have been given or are outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises.

Affiant as a party hereto does for a valuable consideration hereby agree and guarantee to hold Stewart Title Guaranty Company (by reason of the fact that it has issued its title insurance policies), harmless against any lien, claim or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages or conditional bills of sale, security agreements or financing statements in connection with the construction or repair of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the

County/City of _____

State of Virginia, and are described as follows, to wit: [insert legal description] _____

OWNER OF PROPERTY

OWNER OF PROPERTY

GENERAL CONTRACTOR

Executed, subscribed and sworn to before me the day and year above written.

Notary Public

My Commission Expires:

NOTE: FOR USE WHEN OWNER AND GENERAL CONTRACTOR **ARE** THE SAME.

FORM P

STEWART TITLE GUARANTY COMPANY
OWNER/SELLER AFFIDAVIT

RE: _____
in the City/County of _____, Virginia (hereinafter referred to as the "Property")

THE UNDERSIGNED, BEING DULY SWORN, this _____ day of _____, 20_____,
state(s) that:

I/We am/are known as: _____

- a) I/We have been the owner(s) of the Property for at least 123 days prior to this date (or the date of this settlement whichever last occurred).
- b) All labor and material used in the construction of improvements on the above-described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I/we hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.
- c) I/We have been in sole possession of the Property and there are no leases or sub-leases of the Property except:
_____ (if none, state "NONE").
- d) No one has ever questioned or disputed my/our ownership of the Property. Other than the present sale or refinance, I/we have not entered into any contracts of sale which are pending and which would prohibit my/our transferring or encumbering the title.
- e) There are no unpaid real property taxes, special assessments, water or sewer charges levied against this property other than:
_____ (if none, state "NONE").
- f) If the undersigned is a corporation or partnership, it has not been dissolved or terminated. All necessary documents or certificates have been filed with the appropriate state and/or local governmental authority in the jurisdiction in which this property lies in order to legally convey or finance this property.
- g) No proceedings in bankruptcy have been instituted by or against me/us, and I/we have never made an assignment for the benefit of creditors.
- h) I/We know of no judgment or lien (including State or Federal Tax Liens) which has or may be levied, assessed or filed against me/us or the Property in any state or federal court.
- i) If the Property is a condominium unit or a planned unit development subdivision (PUD), there are no violations of the restrictive covenants and all assessments due and owing to a (the) Homeowners Association or Condominium Regime are current.
- j) I/We have been residents and domiciled in Virginia for at least 183 days in the last year.

This affidavit is given to induce STEWART TITLE GUARANTY COMPANY to issue its policy(ies) of title insurance with full knowledge that the Company will rely upon the accuracy of same. I/We hereby affirm and state under penalty of perjury that the statements made herein are true.

State of: _____

County/City of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Notary Public

My Commission Expires: _____