**Lien Waiver Affidavit [Interim]**

**by Contractor**

**BEFORE ME**, the undersigned authority, personally appeared  Jim Griffin     (hereinafter referred to as “Contractor”), of **Excello HomesHomes,** City of Beaumont, County of Jefferson, State of Texas, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

“Pursuant to an Agreement made by and between undersigned Contractor and Guadalupe County FEMA Home Elevation Program (hereinafter referred to as “Owner”), whereby Contractor agreed to furnish labor, services and/or material for the elevation of a single-family residence (the “Project”), located **at**

**«Address»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and made a part hereof for all purposes (the “Property”); and

In consideration of payment in the sum of **$«Draw4bill»**, receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the Contractor accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Project and/or Property (whether choate or inchoate, and including, without limitations, all mechanics and material men liens under the laws of the State of Texas), on account of any materials or services furnished and/or work and labor performed by Contractor or Contractor’s employees in connection with the home elevation construction/improvements on or about the Project and/or the Property through «sign\_date»(except as set forth in writing attached hereto) (hereinafter referred to as the “Cutoff Date”). The undersigned Contractor further states, acknowledges and affirms that as of the date hereof (1) all payments, exclusive of retainage, and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished as of the Cutoff Date, together will all applicable local, state or federal taxes or assessments payable by Contractor, have been paid; (2) all labor performed and materials supplied by the undersigned Contractor and Contractor’s vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) all labor was performed in a good and workmanlike manner. For the funding of the loan proceeds used to pay for labor and material furnished by the Contractor, Contractor agrees that all mechanics’ liens owed by Contractor are subordinate and inferior to the Deed of Trust lien held by the lender lending money for elevation of the Property (the “Lender”). The undersigned Contractor further agrees to indemnify and hold Owner and the Lender harmless against all liability, cost, or expense, including attorneys’ fees and court and other costs, from any claim or action by Contractor or any person claiming by, through, or under Contractor with respect to the representation and waivers in this Lien Waiver Affidavit[Interim]. The undersigned Contractor makes these representations with knowledge and awareness of Section §53.026 of the Texas Property Code, pertaining to sham contracts, false statements, and interdependent contractual relationships in construction projects. ”

**Subcontractor List who performed on Project listed above During Phase 1:**

**Corresponding Lien Waiver Affidavits and Canceled Check**

|  |
| --- |
| **«people\_list»** |

EXECUTED this **\_\_\_\_\_\_«date2»\_\_\_\_\_\_\_\_\_\_\_\_\_**

Excello Construction

[Name of Contractor]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: Jim Griffin

Title: President

**Notary’s Acknowledgement**

Before me, the undersigned authority, on this day personally appeared Jim Griffin, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the «Date3day»\_ day of «month» , «year».

(Seal) Notary Public, State of Texas

**My commission expires**\_\_\_\_«date\_expires»\_\_\_\_