

SWORN STATEMENT

Commitment No.:_

Lender:_

Bank Office:_

Owner:_

State of Michigan, County of :_

_____, being duly sworn deposes and says that _____ is the (owner, contractor, or subcontractor) of/for an improvement to the following described real property situated in the _____ of _____, County of _____ Michigan, described as follows, _____ commonly known as: _____

That the following is a complete statement of each contractor, subcontractor, supplier, and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, and for which laborer the payment of fringe benefits and withholdings is earned but unpaid, with whom the (contractor) (subcontractor) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names.

That (he) (she) has not employed or procured material from, contracted or subcontracted with, any persons, firm, or corporation other than those below-mentioned, and owes no monies for the construction of said buildings or improvements other than the sums set forth hereinafter.

That (he) (she) makes the foregoing statement as the (owner) (contractor) (subcontractor) or as the (owner) (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the aforementioned premises and his or her agents and the mortgagee and Devon Title Agency that the aforementioned property free from claims of construction liens, or the possibility of construction liens except as specifically set forth below.

	NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	ADJUSTED CONTRACT AMOUNT	AMOUNT ALREADY PAID	CURRENT REQUEST	BALANCE TO COMPLETE
1.		Basement – Block Layering or Poured Concrete					
2.		Brick-Hollow Tile-Cement Block-Transit Mix Mat'l.					
3.		Mason Labor & Materials					
4.		Rough Lumber					
5.		Finish Lumber-Mill Work-Flooring					
6.		Carpenter Labor - Rough					
7.		Carpenter Labor – Finish					
8.		Rough Plumbing & Materials					
9.		Finish Plumbing & Fixtures					
10.		Heating & Air Conditioning Materials & Labor					
11.		Plaster & Drywall Supplies					
12.		Plaster & Drywall Labor					
13.		Electric Wiring & Materials					
14.		Painting & Decorating					
15.		Aluminum Siding					
16.		Cement Work – Inside					
17.		Cement Work – Outside					
18.		Electric Fixtures					
19.		Excavating					
20.		Structural Iron					
21.		Cut Stone					
22.		Insulation					
23.		Roofing					
24.		Sheet Metal & Tinning					
25.		Floor Layering & Sanding					
26.		Tile & Terrazzo					
SUBTOTALS CONTINUED ON THE REVERSE							

WARNING TO OWNER. An owner or lessee of the above-described property may not rely on this sworn statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a notice

of furnishing or a laborer who may provide a notice of furnishing pursuant to section 109 of the construction lien act to the designee or to the owner or lessee if the designee is not named or has died.

	NAME OF SUBCONTRACTOR SUPPLIES OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	ADJUSTED CONTRACT PRICE	AMOUNT ALREADY PAID	CURRENT REQUEST	BALANCE TO COMPLETE
27.		Grading & Sodding					
28.		Linoleum					
29.		Major Built-In Appliances					
30.		Kitchen Cabinets					
31.		Garage Doors					
32.		Windows & Glass Door Walls					
33.		Architectural Fees					
34.							
35.							
36.							
37.							
38.							
39.							
40.							
41.							
42.							
43.							
44.							
45.							
46.							
47.							
		TOTALS					

Deponent hereby agrees to indemnify and hold Devon Title Agency harmless against any lien, claim or suit of or by any subcontractor or supplier or other mechanic's lien claimant if said lien, claim or suit is asserted by a claimant whose compensation for services or materials furnished was, or should have been, received whether directly or indirectly out of funds paid pursuant hereto. This indemnity includes, but is not limited to, a reimbursement of all legal fees and other reasonable expenses connected with the proper defense by Devon Title Agency of its insureds against claims of mechanic's liens.

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570. 1110 of the Michigan Compiled Laws.

_____ Date
Deponent

Subscribed and sworn to before me this _____

by _____

Notary Public _____ County, Michigan

My commission expires _____

WAIVER OF LIEN

For a valuable consideration, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release, and relinquish any and all claims or right of lien which the undersigned now have or may have hereafter upon the premises described in the above sworn statement, for labor and material, general supervisions construction, or otherwise.

_____ (L.S.)

Date _____ By _____