

INTERIM WAIVER AND RELEASE OF LIENS ON REAL PROPERTY

SIGNER (Company): _____

PROPERTY: _____

(Insert Street Address or brief description and/or attach a description as Exhibit A)

OWNER: _____, and its/their successors and/or assigns.

PAYMENT INFORMATION

Current Payment: _____	Signer to initial if payment is FINAL payment: _____
Date of Current Payment: _____ (the "Release Date")	

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Signer, first being duly sworn, does depose, say and agree as follows:

1. Waiver and Release of Liens on Real Property:

The Signer does hereby waive and release any and all liens, claims, or rights to lien on the Property for labor, services, or materials provided prior to and as of the Release Date and arising under and by virtue of the mechanics' lien laws of the State of North Carolina (NCGS Ch. 44A, Art. 2) which the Signer and anyone claiming by, through, or under the Signer might have in the Property.

The Signer agrees that as to the Owner, its successors and/or assigns, including any mortgagee of the Owner (but not as to other lien claimants in the event of proration in funds disbursement), for purposes of determining the Signer's date of first furnishing for the enforcement of any lien rights for the provision of any future labor, services or materials provided by or through the Signer on the Property, the same shall be that date actually provided, but in any event such date shall be after the above Release Date.

2. No Waiver as to Owner's Personal Liability:

By execution of this Agreement the Signer does not waive any rights or claims against Owner, including the right to claim any retainage held by the Owner, other than those rights or claims specifically referenced in this Agreement.

3. Reliance

This Agreement may be relied upon by Owner, by a purchaser in the purchase of the Property, by a lender to make a loan secured by a deed of trust encumbering the Property and by a title insurance company in issuance of a title insurance policy or policies insuring title to the Property without exception to potential liens for labor, services or materials waived by Signer and those claiming by through and under Signer.

4. NCLTA Copyright:

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below.

SIGNATURE

Company: _____ (SEAL)	State of _____ County of _____	(Affix Official/Notarial Seal)
By: _____	Signed and sworn to (or affirmed) before me this day by	
Printed or Typed Name/Title: _____	_____ [insert name(s) of principal(s)].	
By: _____	Date: _____	
Printed or Typed Name/Title: _____	_____, Notary Public	
	My Commission Expires: _____	