

AFFIDAVIT AND AGREEMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF [])

ON this [], before me personally appeared [],
General Contractor and [], owner to me personally known, who, being
duly sworn on his oath, did say that the contractor has paid in full (or will cause to be paid in full
when contract amounts are due and payable) all of its subcontractors, and materialmen who have
furnished services, labor or materials, according to plans and specifications, or extra items, on the
real estate hereinafter described, contractor has been paid in full, and that such work has fully
completed on or before [] and accepted by the owners, free and clear of mechanic's lien
whatever, all such liens or claims for lien being hereby expressly waived by contractor.

AFFIANT further says that there are no unsatisfied claim for lien or payment by, nor is
any suit now pending on behalf of any contractor, subcontractor, laborer, or materialmen of
contractor, and further that no chattel mortgage, conditional sale contracts, security agreement,
financing statements, retention of title agreements, or personal property leases have been given or
are now outstanding as to any material, fixture, appliances, furnishings, or equipment placed by
contractor upon the aforesaid premises or the improvements thereon, and all plumbing, heating,
lighting, refrigerating, and other equipment placed by contractor is fully paid for, including all
bills for the repair thereof, except as follows:

NONE

AFFIANT hereby requests [] to issue its policy of policies of title
insurance upon said real estate without exception therein as to any possible unfiled mechanic's or
materialmen's liens, or itself or its sub-contractors and materialmen, and in consideration thereof,
and as an inducement therefor, said contractor does hereby agree to indemnify and hold said
[] harmless of and from any and all loss, cost, damage and expense of every
kind, including attorney's fees, which said [] shall or may suffer or incur or
become liable for under its said policy or policies now to be issued, or any reissue, renewal or
extension thereof, or new policy at any time issued upon said real estate, part thereof or interest
therein, arising, directly or indirectly, out of or on account of any such mechanic's or
materialmen's lien or liens or claims or in connection with its enforcement of its rights under this
agreement. All representation, agreements or indemnity and waivers herein contained shall insure
also to the benefit of any party assured under any policy issued by [] and any
action brought hereon or instituted in the name of [] or said assured or both.

THE real estate and improvements referred to herein are situated at
[], in the County of [], State of New Mexico,
and are described as follows to wit:

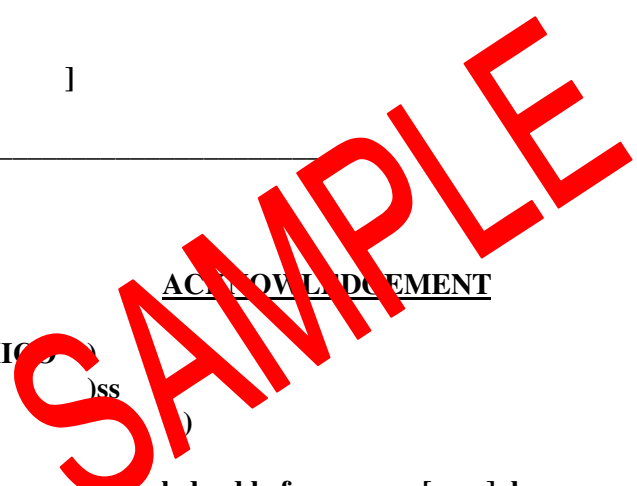
THIS affidavit is given to induce [] to issue its title insurance policy or policies.

By: _____

[]

By: _____

Its:



ACKNOWLEDGEMENT

STATE OF NEW MEXICO)

COUNTY OF [])

This instrument was acknowledged before me on [], by [], of []

My Commission Expires: []

Notary Public
[]

STATE OF NEW MEXICO)

COUNTY OF [])

This instrument was acknowledged before me on [], by [], [] of [], []

My Commission Expires:

Notary Public