

**Lawyers Title Insurance Corporation  
First American Title Insurance Company**

**Construction Work and Tenants Affidavit  
Refinance Mortgages Only**

1. I am the Owner of the property (the Property) described in commitment number \_\_\_\_\_ issued by Lawyers Title Insurance Corporation/First American Title Insurance Company. The address of the property is \_\_\_\_\_.

2. **Construction work. (Check one box)**

- Repair or construction work **has not** been done on the Property in the last six months.
- Repair or construction **has** been done on the Property in the last six months. The total dollar amount of the work is approximately \$ \_\_\_\_\_. **All of the people who supplied labor and/or material are listed on the attached form with the final lien waivers attached.**

3. **Tenants.** The following tenants and renters occupy the Property (**check one box**)

- There are **no** tenants.
- There are tenants, but all have left the Property or **will leave** as of closing.
- One or more tenants **will stay** after the sale is closed. Their names are:  
\_\_\_\_\_  
\_\_\_\_\_

4. **Special Assessments.** There are no unpaid, pending or deferred special assessments, charges for water or sewer hookup or service, or other tax liens on the Property, except: \_\_\_\_\_

5. **Association dues and assessments.** There are no association dues owed to my Condominium or homeowner's association, except: \_\_\_\_\_

6. **Property use.** That the premises referred to above are at present in use as \_\_\_\_\_; that the present owner personally or through tenants has been continuously in peaceable, adverse, exclusive and undisputed possession of the whole of said premises for a period of \_\_\_\_\_ last past.

I give this affidavit to persuade **Lawyers Title Insurance Corporation/First American Title Insurance Company** to issue it policy or policies of title insurance. I agree to indemnify **Lawyers Title Insurance Corporation/First American Title Insurance Company** against loss caused by inaccuracies or omissions in the above information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My commission expires/is: \_\_\_\_\_

The following is a complete list of all persons, firms or corporations which have furnished labor or material in connection with the work described in paragraph 4 on the reverse side hereof:

TYPE OF LABOR OR MATERIAL FURNISHED	NAME OF CONTRACTOR
Surveying	
Excavating	
Grading and Backfill	
Footings and Foundations - Labor	
Footings and Foundations - Materials	
Concrete Floors - Labor	
Concrete Floors - Materials	
Brick/Stone Veneer - Labor	
Brick/Stone Veneer - Materials	
Structural Steel	
Rough Lumber	
Finish Lumber	
Carpentry Labor - Rough	
Carpentry Labor - Finish	
Roofing - Labor	
Roofing - Material	
Floor Sanding	
Windows	
Rough Heating and Sheet Metal	
Finish Heating	
Air Conditioning	
Rough Plumbing	
Finish Plumbing	
Plumbing Fixtures	
Rough Electrical	
Finish Electrical	
Electrical Fixtures	
Patio Doors	
Overhead Garage Doors	
Aluminum Siding	
Well	
Water Pump	
Septic System	
Sewer Laterals	
Water Laterals	
Insulation - Labor and Materials	
Drywall/Plastering - Labor	
Drywall/Plastering - Materials	
Millwork	
Cabinets	
Hardware	
Formica	
Ceramic Tile	
Resilient Tile - Flooring	
Carpeting	
Appliances	
Painting and Staining	
Weather-stripping and Caulking	
Culvert	
Access Walks	
Driveway and Sidewalk	
Landscaping	
General Contractor	
Other Labor or Materialmen	

**AFFIDAVIT AS TO SPECIAL ASSESSMENTS**

WHEREAS, **Lawyers Title Insurance Corporation/First American Title Insurance Company**, hereinafter referred to as the "Company" is about to issue its title insurance policy or policies or commitments therefore all hereinafter referred to as the "Title Insurance File" No. \_\_\_\_\_.

AND WHEREAS, the Company has raised as title exceptions on the **Lawyers Title Insurance Corporation/First American Title Insurance Company** Policy certain defects, liens, encumbrances, adverse claims or other matters, all hereinafter referred to as "Exceptions to Title" described as follows:

Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current or subsequent years.

Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefore in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefore, in respect to the land or some part or parts hereof, or interest therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments," either omitting all mention of the aforesaid Exceptions to Title or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which are hereby acknowledged, the undersigned, jointly and severally, for themselves, heirs, personal representatives, and assigns to hereby covenant and agree with the Company: (1) to forever fully protect, defend and save the Company harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorney's fees and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequences of the Title Insurance Policy on account, or in consequences or growing out of the Exceptions to Title, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequences, or growing out of the Exceptions to Title or any of them; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein, (3) to pay, discharge, satisfy and remove from the title to the land, and clear for the public record all the Exceptions to Title on or before day of closing; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_