**Aff-26, Subcontractor's Payment Affidavit and Partial Waiver of Lien**

[Restoration of Priority- TN 21.03.03]

**BEFORE ME,** the undersigned authority, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who deposes and says under oath that He/She is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having furnished labor, material or services under a direct contract with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for consideration, the receipt of which is hereby acknowledged, does hereby release and waive any lien or right to lien the undersigned now has under the Notice of Commencement recorded \_\_\_\_\_\_\_\_ in O.R. \_\_\_\_\_\_\_, Page\_\_\_\_\_\_\_ or Instrument Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Public Records of \_\_\_\_\_\_\_\_\_\_\_ County, Florida, and against the property owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and legally described as follows:

SEE ATTACHED EXHIBIT “A”

The undersigned further acknowledges and certifies that:

(***Instructions****: the Payment Date, as used throughout this document, should be as close to the closing date as possible*).

1. This is a final waiver of lien rights which the undersigned has against the property described herein for all labor, material, and service furnished, including all extras and change orders through \_\_\_\_\_\_\_\_, 20\_\_\_ (the “Payment Date”). All laborers employed by the undersigned have been **PAID IN FULL** through the Payment Date, and the undersigned has the right and authority to execute this waiver of lien.
2. All suppliers and sub-contractors to the undersigned who have furnished labor, material, and services for the undersigned in connection with the construction of improvements upon the aforesaid property have been **PAID IN FULL** through the Payment Date, or, if not, attached are the name(s) of the party or parties and the amount(s) to be paid: NONE
3. All parties who have filed a Notice to Owner as a Vendor to the undersigned are **PAID IN FULL** through the Payment Date **and** their waivers of lien are attached.
4. The lienor recognizes that the Notice of Commencement recorded \_\_\_\_\_\_\_\_\_, 20\_\_ in O.R. \_\_\_\_\_\_\_, Page\_\_\_\_\_\_\_ or Instrument Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, became null and void as of the Payment Date and that any further labor, services or material provided to the property shall be done under a newly recorded notice of commencement.

The undersigned acknowledges that under Florida Statutes, Contractor, Owner, and **Old Republic National Title Insurance Company** have a right to rely on this Subcontractor’s Payment Affidavit and Lien Waiver.

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