

STATE OF ILLINOIS)
) ss
COUNTY OF)

Waiver of Mechanics Lien - To Amount
(contractor, subcontractor, or materials supplier)

WHEREFORE, the Construction Participant (identified below) participated in a construction project at the Subject Property (identified below) through providing labor, or materials, or both; and

WHEREFORE, the Construction Participant wishes to waive rights to a mechanics lien claim arising from the above-referenced construction project that is or may be available under the Illinois Mechanics Lien Act, 770 ILCS 60/0.01 et seq., but only to a specified amount of money and not more;

WHEREFORE, the Amount of Waiver (identified below) describes the maximum dollar value to which the Construction Participant intends by operation of this document to waive and release mechanics liens claims arising from such acts at the Subject Property; and

NOW THEREFORE; By signature and attestation below, the Construction Participant does hereby waive and release those mechanics lien claims arising from the work and/or materials provided at the Subject Property **up to the amount specified and not more**, including without limitation those claims against:

- (1) the Subject Property itself,
- (2) the improvements upon the Subject Property,
- (3) the material, fixtures, apparatus, and/or machinery furnished at or to the Subject Property, and
- (4) the funds due or to become due from the owner of the Subject Property,

including without limitation any combination of the foregoing four items.

The "Construction Participant" is the following:

Name of Company: _____

Street Address: _____

City, State, ZIP: _____

Phone: _____

This document comes with detailed instructions attached. Instructions, information about mechanics liens, and updated mechanics lien forms are available for free on the Web at

<http://www.lienmechanics.com>

Copyright October 2007, Thomas J. Westgard

The "Subject Property" is the following:

Street Address: _____

City, State, ZIP: _____

PIN: _____

The legal description, if known, should be attached to this Waiver as Exhibit A.

The "Amount of Waiver" is the following: \$ _____.

State of Illinois)
) ss
County of)
<p>The undersigned Affiant, first being duly sworn upon oath deposes and says that (s)he has authority to sign on behalf of the Construction Participant; that (s)he has read the foregoing Waiver of Lien - To Amount, that (s)he knows the contents thereof, and that all the statements therein contained are true.</p>	
Date: _____	Signed: _____
Name of Person Signing:	
Title with Company:	
Name of Company (if different):	
Subscribed and sworn to before me this date: _____	
_____ Notary Public	

Thomas J. Westgard, Attorney at Law
6970 North Sheridan Road #C
Chicago, Illinois 60626
tom @ lienmechanics.com
(773) 338-3643 voice
(773) 338-3674 fax

Illinois Mechanics Liens

prevention before litigation

Waiver of Mechanics Lien - To Date: Instructions
October 16, 2007
Page 1 of 3

License for Use of This Mechanics Lien Form:

By using this form, you agree to the terms of the license displayed on the Internet at <http://www.lienmechanics.com/copyrightlicense.html>. You should read the full text of those terms, and in the event you have any questions or concerns, consult an attorney familiar with agreements of that nature. There are many mechanics lien forms commercially available that do not require your agreement to this license. Should you desire to use a form free from the obligations stated in the license governing this form, you are free to use forms from another publisher.

Which Form to Use:

The Waiver of Mechanics Lien - To Amount form is used when no lien has been filed with the County Recorder of Deeds, and the potential lien claimant wishes to destroy only selected lien rights, defined by dollar amount. This form permits the construction participant to release only the amount that has already been paid, without regard to dates of completion, and without a full release. An alternative means of waiving some but not all rights is the Waiver of Mechanics Lien - To Date form, which permits the construction participant to waive liens arising from contributions which take place over a certain period of time, and are most commonly used when an architect or construction manager is certifying certain degrees of completion as of a certain date, and a title insurance company wishes to match the waiver dates with the completion date. Of the three waiver forms, it provides the most accurate and convenient way to keep the waiver and payment in equal strides. The Waiver of Mechanics Lien - Full and Final form is used when no lien has been filed with the County Recorder of Deeds, and the potential lien claimant wishes to destroy all lien rights.

If a lien has been filed, the Release of Mechanics Lien form may be appropriate. Another form used to eliminate some but not all mechanics lien rights is the Mechanics Lien Subordination Agreement. Our forms include the most commonly used processes, but other dispositions are legally possible.

<http://www.lienmechanics.com>

Waiver of Mechanics Lien - To Date: Instructions
October 16, 2007
Page 2 of 3

General Cautions:

The Waiver of Mechanics Lien - To Amount form has significant legal effects for all involved. It is likely to destroy significant rights to payment that the lien claimant may have, but may not be sufficient to completely absolve the property owner of all liability. This form also includes a statement, sworn under oath, that the recitations in the document are true. Falsehoods sworn under oath could result in the signer being charged with forgery or perjury, both of which are felonies that carry significant fines and prison sentences. Because specific information relating to your project has not been reviewed in preparing these general instructions, this document does not constitute legal advice. Consulting with an attorney before signing or accepting the attached form is strongly recommended.

Specific Information to be Completed:

1. Page one, top ("County of..."): Fill in the name of the county where the document will be signed and notarized. The state may be changed if signed out of Illinois; check with an attorney familiar with notarization in that state.
2. Page one, bottom ("Name of Company"): This is the legal entity that was the construction participant, so it may be a corporation, a partnership, a "d/b/a," or an individual, as appropriate. The following spaces are for the business address and telephone number; a street address rather than a P.O. Box is preferable, due to some regulations on disclosure by contractors.
3. Page two, top ("Subject Property"): PIN refers to the Permanent Index Number used by many counties in the State of Illinois to identify separate parcels of land. Care must be taken to apportion work according to the requirements of case law, when the work affects multiple parcels. Also, caution is advised in attempting to use this form for work on condominiums, especially if work is on the common elements.
4. Page two, top ("Subject Property"): Although not necessarily required for legal effect, best practice calls for the legal description of the property to be included in a waiver of lien. These are available from the county Recorder of Deeds, or through any title search company.

<http://www.lienmechanics.com>

Waiver of Mechanics Lien - To Date: Instructions
October 16, 2007
Page 3 of 3

5. Page two, top ("Amount of Waiver"): Fill in the amount for which no lien is to be claimed. Although this is ordinarily also the amount that has been paid at the time of waiver, there is no legal requirement (absent agreement of the parties) that the amount of a waiver match the amount paid.
6. Page two, bottom ("Attestation"): Fill in the county where the document is being signed. See #1 above for out-of-state signing.
7. Page two, bottom ("Attestation"): THE SIGNATURE REPRESENTS UNDER OATH THAT EVERYTHING STATED IN THE DOCUMENT IS TRUE. The person signing must be an individual, regardless of whether the lien claimant was by an individual or a corporation. Title with the company may be Self, Owner, President, Vice-President, Controller, or similar title showing authority. Name of Company is needed when the lien claim is by a corporation or the like. Example information for this section: "Alex Jones, President, Jones Construction, Inc." This form should not be signed by an attorney, unless that attorney is prepared to be deposed on the truth of the statements, disclose in discovery the sources of information, and to be prosecuted for forgery if the statements prove to be false.
8. Page two, bottom ("Attestation"): Have the document properly dated and notarized by a notary authorized in the location of signing.
9. Be sure to check the website noted below for updated forms and other relevant information.

<http://www.lienmechanics.com>