

00-1425-CD
DONALD E. RUSSELL et ux -vs- LEZER LUMBER AND BUILDING MATERIAL
CENTERS

2000-1425-00

FILED

SUPPLIER'S WAIVER OF LIENS

NOV 16 2000
01-301w
William A. Shaw
Prothonotary

THIS AGREEMENT made and entered into this 14th day of November, 2000, by and between **DONALD E. RUSSELL and MARY M. RUSSELL**, husband and wife, of 2015 Green Glen Drive, Du Bois, Clearfield County, Pennsylvania, hereinafter "Owners" and **LEZZER LUMBER AND BUILDING MATERIAL CENTERS**, hereinafter "Supplier", of Du Bois, Clearfield County, Pennsylvania.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Supplier for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owners in the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Supplier or any Supplier, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the property or any part thereof, or on credit thereof, and that all Suppliers, materialmen and laborers on the works shall look to and hold Supplier personally liable for all Suppliers, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owners for any work done or labor or materials furnished under the Contract for and about

the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Supplier does hereby remise, release and waive for himself, Supplier and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL those certain pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Supplier consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the work "Supplier" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do

execute this Agreement the day and year first above written.

Donald E. Russell
Donald E. Russell, Owner

Mary M. Russell
Mary M. Russell, Owner

LEZZER LUMBER AND BUILDING
MATERIAL CENTERS

BY Dave H. Nelson
Supplier

ALL that certain piece, parcel or lot of land lying and being situate in the City of Du Bois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point in the western right-of-way of Green Glen Drive in the Coke Hill Estates Subdivision in the City of DuBois, said point being the northeast corner of Lot No. 2; thence along Lot No. 2 N 62 degrees 24 minutes 22 seconds W 163.8 feet to a point at the northwest corner of Lot No. 2, being also in the easterly line of Lot No. 4; thence along Lot No. 4 N 40 degrees 41 minutes 24 seconds E 77.32 feet to a point in the southerly right-of-way line of Nathan Court; thence by Nathan Court S 70 degrees 05 minutes 00 seconds E 120.66 feet to a point; thence still along right-of-way with a curve to the right having a radius of 25.0 feet to a point in the westerly right-of-way of Green Glen Drive; thence by the westerly right-of-way of Green Glen Drive S 29 degrees 00 minutes 00 seconds W 66.63 feet to a point and the place of beginning.

CONTAINING 0.30 Acres more or less and being known as Lot No. 3 in the Coke Hill Estates Subdivision in the City of Du Bois, Pennsylvania.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines along and adjacent to the right-of-ways.

BEING the same premises which became vested in the Mortgagors herein by deed of Torrell and Bernardo Land Corporation dated October 12, 2000, and recorded in Clearfield County as Instrument No. 200015894

EXHIBIT "A"