

00-1475-CD  
STEVEN R. ORTMAN et al -vs- B & C CONTRACTING

**WAIVER OF LIENS**

00-1475-CD

Whereas, Steven R. and Ginger A. Ortman entered into a contract on October 17, 2000 with B & C Contracting to provide materials and perform labor necessary for erection, construction, alteration, or repair of the building known as 406 South Third Street, Clearfield, Pennsylvania 16830, situate upon that certain lot or piece of ground located in the Borough of Clearfield, County of Clearfield, Pennsylvania and more particularly described as follows:

ALL that certain lot or parcel of land, with buildings and improvements thereon erected, more particularly described as follows:

FIRST PARCEL: A Lot, piece or tract of ground known as Lot No. 18 in the Plan of dwelling house lots in the Second Ward of Clearfield Borough, recorded in Miscellaneous Book 24, Page 21, in the Recorder's Office in Clearfield County, said lot being 55.81 feet front on Third Street, 125.81 feet deep along an alley, 50 feet wide along Lot No. 17 and 101 feet deep along Lot No. 19.

SECOND PARCEL: ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, known as Lot No. 19 in the Plan of dwelling houses situate in the Second Ward of said Borough, said Plan being recorded in Miscellaneous Book 24, page 21, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, said premises being bounded on the North by Lot No. 18; on the East by Lot No 17; on the South by Pennsylvania Avenue; on the West by Third Street. Said lot having a frontage of fifty-five (55) feet on Third Street, and being a width of fifty (50) feet at the rear, and the two sides of said Lot being parallel, and the side of said Lot next to Pennsylvania Avenue being seventy-seven and eight-tenths (77.8) feet, more or less.

Now, therefore, it is hereby stipulated and agreed by and between the parties, as part of the Contract and for the consideration therein set forth, that neither the undersigned contractor, any subcontractor or material man, nor any other person furnishing labor or materials to the contractor under the Contract may file a lien, commonly called a mechanics' lien, for work done or materials furnished to the said building or any part thereof.

**FILED**

NOV 27 2000  
01/42/01/00 Weaver pd  
William A. Shaw  
Prothonotary  
\$20.00

This stipulation is made and intended to be filed with the County Prothonotary for the County of Clearfield, Pennsylvania in accordance with the requirements of Section 402 of the Mechanics Lien Law of 1963, codified at 49 P.S. §1402 (Purdon 1965), of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands and seals this 27<sup>th</sup> day of November, 2000.

Steven R Ortman  
Steven R. Ortman

Ginger A Ortman  
Ginger A. Ortman

William McCracken  
William McCracken  
B & C Contracting

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF CLEARFIELD :

On this, the 27<sup>th</sup> day of November, 2000, before me, the undersigned officer, personally appeared STEVEN R. ORTMAN and GINGER A. ORTMAN known to me to be the persons whose names are subscribed to the within document, and acknowledged that they executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal.

Stephanie L. Luzier  
Notary Public

NOTARIAL SEAL
STEPHANIE L. LUZIER, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES SEPT. 16, 2002

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF CLEARFIELD :

On this, the 27<sup>th</sup> day of November, 2000, before me, the undersigned officer, personally appeared WILLIAM McCACKEN, known to me to be the person whose name is subscribed to the within document, and acknowledged that he executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal.

Stephanie L. Luzier  
Notary Public

NOTARIAL SEAL
STEPHANIE L. LUZIER, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES SEPT. 16, 2002