

00-1515-02
CLIFFIELD COUNTY HOUSING AUTHORITY -vs- MOWREY'S PLUMBING &
HEATING

00-1515-00

MECHANIC'S LIEN WAIVER AGREEMENT

WHEREAS, the Clearfield County Housing Authority, Henry E. Meyer Towers, 222 Leavy Avenue, Clearfield, PA 16830, hereinafter designated as Owner, is the Owner of certain pieces or parcels of land situate in the Borough of Clearfield and Township of Lawrence, County of Clearfield, PA, and more fully described in that certain deeds to the Owner from dated the 18th day of October, 1984, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, at Deed Book Volume 976, page 476; a photocopy of which is attached hereto and made a part hereof as Exhibit 'A'.

WHEREAS, the Owners desire to have improvements constructed upon said premises as follows:

EDGEWOOD APARTMENTS, R.R. #4 VALLEY VIEW DRIVE, TOWNSHIP OF LAWRENCE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, PROJECT NO. HUD PA 28 P065902-99, CIAP. FOR BATHTUB RECONDITIONING PER THE CONTRACT DOCUMENTS AS PREPARED BY EVANS STRICKLAND BEST, ARCHITECTS, RTS. 322 & 257, CRANBERRY, PA 16319.

WHEREAS, the undersigned MOWREY'S PLUMBING & HEATING, hereinafter designated the Contractor, has contracted with the Owner to construct and erect the said improvements on the aforesaid premises, to wit: IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.

WITNESSETH, that the parties hereto, in consideration of the contracts herein referred to, the payment agreed upon thereunder, and intending to be legally bound hereby, and in further consideration of the stipulations and agreements herein contained, do hereby agree in the manner following:

The Contractor, for himself/herself, his/her employees, his/her agents, his/her subcontractors, and all parties acting through or under them, covenants and agrees that no mechanics' liens or claims shall be filed or maintained by him/her, them or any of them, against the lot, building, or ground appurtenant thereto, or any of them hereinafter described, for or on account of any work done or materials furnished by them under this contract, or otherwise, for, toward, in or about the erection and construction of the said improvements, and the Contractor, for and behalf any and all of his/her employees, his/her agents, subcontractors, and others under them hereby expressly waives and relinquishes his/her right to have, file, or maintain any mechanic's liens or claim against said lot, building or ground appurtenant thereto, or any of them, and that this agreement waiving the right of lien shall be an independent covenant, and shall operate and be effective to work and labor done and materials furnished under any supplemental contract, verbal or written, or contract for extra work and erection of said improvements, as well as to work and labor done and materials furnished under this contract.

DEC 05 2000

William A. Shaw
Prothonotary

In order to give the Owner full power and authority to protect themselves, and the said lot, building, and ground appurtenant thereto, and every one of them, against any and all claims filed by the Contractor, or any one acting under or through him/her in violation of the foregoing covenant, the Contractor for himself/herself, his/her agents, his/her subcontractors, and for everyone acting through or under him/her, hereby irrevocable authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear for him/her or for anyone acting through, with, or under him/her, and, in his/her name and stead, to mark satisfied of record, at the cost and expense of the Contractor, any and all claim or claims, lien or liens, filed by or for the Contractor, or by or for any subcontractor with or under him/her, against the said lot, building, or ground appurtenant thereto, or any of them, and for such act or acts this shall be good and sufficient warrant and authority, and the Contractor, for himself/herself, his/her employees, his/her agents, his/her subcontractors, or any one acting through or under him/her does hereby remise, release, and quitclaim all rights, and all manner of error, or errors, defects and imperfections whatsoever, in entering such satisfaction or in any wise touching or concerning the same.

This Agreement shall extend to and bind the parties hereto and their, and each of their, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused the same to be executed this 29th day of November, 2000, and hereunto set their hands and seals.

(Seal)

Thomas L. Berry
Secretary

CLEARFIELD COUNTY HOUSING AUTHORITY

(Owner)

By Paul G. Pecharko (SEAL)
Paul G. Pecharko
Executive Director (Contracting Officer)

(Witness)

(SEAL)

Scott Mowrey
Scott Mowrey
(Corporate Secretary)

(Witness)

MOWREY'S PLUMBING & HEATING

(Contractor)

By Linda Mowrey (SEAL)
LINDA MOWREY, PRESIDENT
1343 TREASURE LAKE ROAD
DUBOIS, PA 15801

Recorded deedExhibit 'A'

VOL 976 PAGE 476

DEED AND BILL OF SALE

THIS INDENTURE, Made this 15th day of October,
in the year of Our Lord one thousand nine hundred and eighty-four
(1984), by and between

CLEARFIELD AREA HOUSING CORPORATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office in the Borough of Clearfield and County of Clearfield in said Commonwealth, herein referred to as the "Grantor,"

and

CLEARFIELD COUNTY HOUSING AUTHORITY, a public housing authority and a body corporate and politic organized by the County of Clearfield under and pursuant to the laws of the Commonwealth of Pennsylvania with its principal office located in the Borough of Clearfield and County of Clearfield in said Commonwealth, herein referred to as the "Grantee"; and

WHEREAS, the Grantor has acquired the two parcels of land hereinafter described as Parcels A-1 and A-2; and the Grantor has constructed on Parcel A-1 ninety-nine low-rent dwelling units for elderly persons, and on Parcel A-2 eighty-one low-rent dwelling units for families; and

WHEREAS, the Grantor financed the cost of the acquisition and construction of such two projects from the proceeds of its Project A First Mortgage Revenue Bonds, Series of 1972 (the "Bonds"), dated November 15, 1972, and in the original aggregate principal amount of \$4,060,000, issued under and pursuant to a First Mortgage Trust Indenture, dated November 15, 1972, from the Grantor to Clearfield Bank and Trust Company, as Trustee, and amortized, with substantially level annual debt service payments thereon, over the twenty year period immediately following the date of the Bonds; and

WHEREAS, in connection with that financing and in order to obtain the revenues to retire the Bonds in accordance with their terms, the Clearfield County Housing Authority leased said two parcels of land and the projects constructed thereon to the Grantee under the Project A-1 Lease Agreement of Project Pa 65-1 and Project A-2 Lease Agreement of Project Pa 65-1; and

WHEREAS, the Articles of Incorporation of the Grantor provide that the Grantor is organized under the Nonprofit Corporation Law of Pennsylvania for the purpose of providing low-rent housing in private accommodations within the meaning

VOL 976-159477

of Section 23 of the United States Housing Act of 1937 or any amending or succeeding statute by, among other things, purchasing, owning and constructing dwelling units and related facilities for elderly and family units, by leasing such dwelling units and related facilities to the Clearfield County Housing Authority (or any succeeding public organization or agency of a political subdivision of the Commonwealth of Pennsylvania) without profit except for the retirement of indebtedness, by financing the purchase, ownership and construction of such dwelling units and related facilities by the issuance of bonds or other Federal income tax-free interest obligations, and by conveying full legal title to such dwelling units and related facilities to the Clearfield County Housing Authority (or any succeeding public organization or agency of a political subdivision of the Commonwealth of Pennsylvania) upon the retirement of such bonds or other obligations:

NOW, THEREFORE, WITNESSETH, that the Grantor, in consideration of the true sum of One Dollar (\$1.00), lawful money of the United States of America, and other good and valuable considerations, to it paid or given by the Grantee, at or before the execution, sealing, acknowledgement and delivery of these presents, the receipt of which is hereby acknowledged, has granted, conveyed, bargained, sold, transferred and assigned, and, by these presents, does grant, convey, bargain, sell, transfer and assign unto the said Grantee, its successors and assigns, subject to certain prior rights of others therein as herein provided and, while the Bonds are outstanding, for so long as the properties hereby conveyed are owned and/or used by the Clearfield County Housing Authority (or any succeeding public organization or agency of a political subdivision of the Commonwealth of Pennsylvania) for purposes that are public in nature, and the interest payable on the Bonds from the lease rentals with respect to such properties under the existing Lease Agreements herein mentioned are exempt from Federal income taxes, all within the provisions of, and under the rules and regulations promulgated with respect to, Section 103 (a)(1) of the Internal Revenue Code of 1954 (or the corresponding provisions of any amending or succeeding statute), the following two tracts of land in the County of Clearfield and Commonwealth of Pennsylvania:

PROJECT A-1

ALL THAT CERTAIN parcel of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, more particularly described as follows:

BEGINNING at an old iron shaft at the intersection of the West side of Third Street and the Northeast side of Leavy Avenue; thence by Leavy

VCL 976-478

Avenue, North 33° 31' West, 312.5 feet to an iron pipe at a Sixteen (16) foot alley; thence North 26° 05' East, 21.1 feet to an old iron pin at a Sixteen (16) foot alley; thence by said alley, South 88° 45' East, 241.6 feet to an old iron pin at Third Street; and thence by Third Street, South 15° 55' West, 285.3 feet to an old iron shaft, the place of beginning. Being part of Lot No. 6 in the Mossop Addition to Clearfield Borough. The original lot included the Sixteen (16) foot alley to the North of the above described parcel.

BEING the same premises conveyed by Kenneth R. Long and Betsy D. Long, husband and wife, to Clearfield Area Housing Corporation by a deed dated January, 12, 1973, and recorded in Clearfield County Deed Book Volume 616, page 126.

TOGETHER WITH the ninety-nine low-rent dwelling units for elderly persons heretofore constructed thereon by the Grantor, in accordance with the plans and specifications therefor, being a part of Project PA 65-1, which plans and specifications were approved by HUD as meeting minimum property standards and/or acceptable alternatives as therein noted and approved; and all equipment, furnishings and tangible property of the Grantor located on and in said Parcel A-1 and the structures now located thereon.

PROJECT A-2

ALL THAT CERTAIN parcel of land, located in Lawrence Township, Clearfield County, Pennsylvania; bounded and described as follows:

BEGINNING at an iron pipe, the Westernmost corner of lands now or formerly of the Lawrence Township School District, said point being on the Northeastern Right-of-Way Line of Township Road #517; thence by said Right-of-Way Line N 54° 19' W, 198.33 feet to an iron pipe; thence by same N 20° 17' W, 226.47 feet to an iron pipe; thence by same N 3° 10' W, 398.33 feet to an iron pipe; thence by same N 23° 51' W, 479.77 feet to an iron pipe; thence by same N 36° 03' W, 247.98 feet to an iron pipe; thence by lands now or formerly of T. H. Aughenbaugh, of which this is a part, S 86° 11' E, 222.68 feet to an iron pipe; thence by same S 39° 12' E, 470.02 feet to an iron pipe; thence by same S 82° 59' E, 760.53 feet to an iron pipe on line of Fred L. Hoover; thence by lands now or formerly of Fred L. Hoover,

VOL 570155410

S 3° 49' W, 384.21 feet to an iron pipe on line of the Lawrence Township School District; thence by lands now or formerly of the Lawrence Township School District, N, 83° 50' W, 344.40 feet to an iron pipe; thence by same S 27° 40' W, 617.27 feet to an iron pipe on the Northeastern Right-of-Way Line of Township Road #517 and the place of beginning.

Containing 15.00 acres.

BEING the same premises conveyed by Thomas H. Aughenbaugh, Jr. and Winifred Aughenbaugh, as Trustee and being husband and wife, to Clearfield Area Housing Corporation by deed dated January 12, 1973 and recorded in Clearfield County Deed Book Volume 616, page 130.

TOGETHER WITH the eighty-one low-rent dwelling units for families heretofore constructed thereon by the Grantor, in accordance with the plans and specifications therefor, being a part of Project PA 65-1, which plans and specifications were approved by HUD as meeting minimum property standards and/or alternatives thereto accepted by HUD as therein noted and approved, and all equipment, furnishings and tangible property of the Grantor located on and in said Parcel A-2 and the structures now located thereon.

The conveyance of the above-described two Parcels of land, together with the structures thereon, appurtenances thereto and equipment, furnishings and tangible property thereon and therein, is expressly made under and subject to the following terms, conditions, encumbrances and rights:

1. The rights, duties, responsibilities and immunities of the Grantor, of Clearfield Bank and Trust Company, as Trustee, and of the Bondholders under the terms and provisions of, and subject to the prior lien of, the First Mortgage Trust Indenture herein described, of, under, in and to, the real and personal property described in said Trust Indenture and of the net receipts and revenues of Clearfield Area Housing Corporation from Project A, as said net receipts and revenues are defined in said Trust Indenture, and all moneys and funds held in trust by the Trustee under and pursuant to the provisions of said Trust Indenture, which Trust Indenture is more particularly described as the First Mortgage Trust

VOL 976 PAGE 480

Indenture (the "Indenture"), dated November 15, 1972, by and between Clearfield Area Housing Corporation (the "Corporation"), as mortgagor, and Clearfield Bank and Trust Company (sometimes referred to as the "Bank"), as Trustee and as mortgagee, and as the Indenture is recorded on January 11, 1973, in the Office of the Recorder of Deeds of Clearfield County in Mt. Book Volume 263, at page 80; and

2. The rights, duties and immunities of the Corporation and the Clearfield County Housing Authority (the "Authority"), under the terms and provisions of the Project A-1 Lease Agreement of Project Pa. 65-1, by and between the Corporation, as Lessor, and the Authority, as Lessee, with respect to Parcel A-1; of the Project A-2 Lease Agreement of Project Pa. 65-1, by and between the Corporation, as Lessor, and the Authority, as Lessee, with respect to Parcel A-2; so that the leasehold interests of Clearfield County Housing Authority under each of said two Lease Agreements is not hereby and shall not be merged into the determinable freehold interests of Clearfield County Housing Authority under this Deed and Bill of Sale so long as the Bonds are outstanding.

TO HAVE AND TO HOLD the same unto and for the use of the said Grantee, its successors and assigns, but expressly subject to and conditioned on certain prior rights, liens and documents of record with respect to the same, including the First Mortgage Trust Indenture, as amended and supplemented, and the first lien thereunder on the two Parcels of land above-described and the structures thereon and the equipment therein until the Bonds issued under the Indenture have been paid as provided in the Indenture, and the pledge under the Indenture of the net receipts and revenues from Project A, as defined in the Indenture and the two existing Lease Agreements above-described with respect to said two Parcels of land that are related to and support such Trust Indenture, as amended and supplemented, and the first lien thereunder on the two Parcels of land above-described and the structures thereon and the equipment therein until the Bonds issued under the Indenture have been paid as provided in the Indenture, and the pledge under the Indenture of the net receipts and revenues from Project A, as defined in the Indenture, and the two existing Lease Agreements above-described with respect to said two Parcels of land that are related to and support such

VOL 8109901

Bonds financed under the Indenture; and while said Bonds issued under the Indenture are outstanding, the fee estate intended to be conveyed at this time to the Grantee hereby shall be absolute / unless determined during the time such Bonds are outstanding because the properties conveyed hereby are not owned and/or used by the Authority (or any succeeding public organization or agency of a political subdivision of the Commonwealth of Pennsylvania) in a manner and for purposes that are public in nature within, or the interest payable on said Bonds from the lease rentals with respect to such properties payable under the two Lease Agreements is not free from Federal income taxes under, the provisions of and the rules and regulations promulgated concerning Section 103(a)(1) of the Internal Revenue Code of 1954 or the corresponding provisions of any amending or succeeding statute.

AND, the Grantor, for itself and its successors, covenants with the Grantee, its successors and assigns, against all lawful claimants whomsoever claiming by or through the Grantor the same and every part thereof to warrant and defend.

The said Grantor doth hereby constitute and appoint the President or Vice President of Clearfield Area Housing Corporation to be its attorney, for it and in its name, and as and for its corporate act and deed, to acknowledge this Deed and Bill of Sale before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

This Deed and Bill of Sale is made, executed, acknowledged and delivered under and pursuant to a resolution duly adopted by the Board of Clearfield Area Housing Corporation at a duly constituted meeting held on June 21, 1984, authorizing the same.

IN WITNESS WHEREOF, Clearfield Area Housing Corporation, the Grantor, has caused this Deed and Bill of Sale to be executed on its behalf by the President or the Vice President of the Board of Directors of Clearfield Area Housing Corporation and its corporate seal to be hereunto affixed and attested by the Secretary or the Assistant Secretary of Clearfield Area Housing Corporation, all on the day and year first above written.

CLEARFIELD AREA HOUSING CORPORATION

By

President

ATTEST:

Secretary

VOL 976 PAGE 401

COMMONWEALTH OF PENNSYLVANIA)

) ss:

COUNTY OF CLEARFIELD)

I hereby certify that on the 18th day of October, 1984, before me, a Notary Public in and for said County and Commonwealth, personally appeared Philip Rhinchart, known to me to be the President of the Board of Directors of Clearfield Area Housing Corporation, the attorney named in the foregoing Deed and Bill of Sale, and by virtue thereof and in pursuance of the authority therein conferred upon him, acknowledged said Deed and Bill of Sale to be the act and Deed and Bill of Sale of Clearfield Area Housing Corporation, to the end that it may be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

My Commission Expires:

(NOTARIAL SEAL)

Michael R. Lytle
Notary Public

My Commission Expires
First Monday in January, 1988

CERTIFICATE AS TO RESIDENCE

The undersigned hereby certifies that the precise residence of the Grantee herein named is as follows:

Clearfield County Housing Authority
222 Leavy Building
Clearfield, Pennsylvania 16830

THIS DEED REGISTERED BY
BOROUGH OF CLEARFIELD

Anthony A. ...
Borough Secretary

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD: ss

RECORDED in the Recorder's Office in and for said

County in Deeds and Records Book No. 976Page 476 etc.

WITNESS my hand and seal of office this

18 day of Oct A.D. 1984

Michael R. Lytle Recorder

My Commission Expires
First Monday in January, 1988

James G. ...
Secretary, Clearfield County
Housing Authority

CLEARFIELD COUNTY
ENTERED OF RECORD, 11/17
TIME 9:57 A.M.
BY Laurence B. ...
FEES 19.50
Michael R. Lytle, Recorder

FILED

DEC 05 2000
O/11:48/Mary
William A. Shaw
Prothonotary
P v B 20.00
Plumbury