

01-05-CD
KENNETH RUSSELL -vs- B.J.W. VOLUNTEER FIRE COMPANY

RELEASE OF MECHANIC'S LIEN

01-05-02

THIS RELEASE OF MECHANIC'S LIEN is made, executed and delivered as of this 11 day of December, 2000, by and from KENNETH RUSSELL, an adult individual, whose address is R.D. 3, Box 565, Curwensville, Pennsylvania 16833, hereinafter referred to as "Contractor";

T O

B.J.W. VOLUNTEER FIRE COMPANY, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is P.O. Box 81, Woodland, Pennsylvania 16881, hereinafter referred to as "Owner".

WHEREAS, Contractor has, prior to the date of this release of mechanic's lien, erected and constructed certain improvements and/or furnished materials to Owner for the erection and construction of certain improvements, in and upon premises which are located and situated in Bradford Township, Clearfield County, Pennsylvania, more fully described in Exhibit A which is attached hereto and made a part hereof (hereinafter referred to as the "Subject Premises"); and

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William A. Shaw
Prothonotary

WHEREAS, Contractor has agreed to release all liens which Contractor may now have or hereafter may have with respect to the Subject Premises, with the appurtenances thereto, by reason of materials furnished or to be

furnished, or work performed or to be performed by Contractor for and towards the erection and construction of the aforesaid improvements.

NOW, THEREFORE, WITNESSETH THAT:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, Contractor does hereby remise, release and forever quit-claim and by this release of mechanic's lien does hereby remise, release and forever quit-claim unto Owner, its successors and/or assigns, forever, all and any manner of liens, claims and demands whatsoever, including, without limitation, the right to lien or claim a mechanic's lien, which Contractor now has or might or could have on or against the Subject Premises for work done or to be done, or materials furnished or to be furnished by Contractor for the erection and construction of the aforesaid improvements, so that Owner, its successors and/or assigns shall have, hold and enjoy the Subject Premises freed and discharged from all liens, claims or demands whatsoever, which Contractor now has or might have in the future on or against the Subject Premises, if this release of mechanic's lien were not made.

IN WITNESS WHEREOF, KENNETH RUSSELL has executed and delivered this waiver of mechanic's lien as of the day and year first above written.

WITNESS:

CONTRACTOR:

By:


Kenneth Russell

**EXHIBIT A
TO RELEASE OF MECHANIC'S LIEN
FROM KENNETH RUSSELL
TO B.J.W. VOLUNTEER FIRE COMPANY**

PARCEL I

All those two certain parcels of land situate in Bradford Township, Clearfield County, Pennsylvania, being bounded and described as follows:

THE FIRST THEREOF: Beginning at a post corner of lot of the Harbison-Walker Company on West side of turnpike road; thence in a Northwest direction along said road thirty feet (30') to a post; thence in a Southwesterly direction along lot of D. M. Ross one hundred and twenty feet (120') to post at line of lot of John Falconer (now Knepp); thence by line of said Falconer (now Knepp) in a Southeasterly direction seventy feet (70') to line of Harbison-Walker Company lot; thence in a Northeasterly direction along line of said Harbison-Walker Company lot, one hundred and twenty feet (120') to place of beginning.

THE SECOND THEREOF: Beginning at a post in line of public road from Woodland to Clearfield and corner of lot heretofore deeded by party of the first part to party of the second part: thence along said public road in a Northwesterly direction seventeen feet, more or less, to a post at the intersection of above named road with road that leads to the Pennsylvania Railroad Depot; thence along the last named road, in a Southwesterly direction one hundred and twenty feet more or less to a post in line of said road and corner of the John Faulkner lot (now Knepp); thence by line of the said John Faulkner (now Knepp) lot in a Southeasterly direction about twenty feet, more or less, to a post in line of the John Faulkner lot (now Knepp) and corner of said lot of Paul Shirey, and thence by said Paul Shirey lot in a Northeasterly direction one hundred and twenty feet, more or less, to a post corner, and place of beginning.

BEING the same premises which Helen A. Smith and Velma M. Smith granted and conveyed to B.J.W. Volunteer Fire Company under a deed dated July 8, 1996 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deeds and Records Book 1775, Page 513.

PARCEL II

All that certain lot or parcel of land situate in the Village of Woodland, Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows: _____

_____BEGINNING at the intersection of a public road with the Snow Shoe and Packersville Turnpike, later U. S. Route No. 322, now Pennsylvania Route No. 17121, at the northeast corner of store building erected thereon; thence along said Route No. 17121 in a northwesterly direction fifty (50) feet to a post near Roaring Run; thence down said run in a southwesterly direction one hundred forty five (145) feet, more or less, to a point in line of lot heretofore sold by John Boynton to John J. Dole, now owned by Guy B. Lonjin, equi-distant from the corner of bed of said run as it now exists or previously existed; thence in a southeasterly direction (erroneously stated in all former deeds since 1911 as southwesterly) by line of said Dole lot, now Guy B. Lonjin, one hundred twenty (120) feet, more or less, to said public road; thence along the same in a northeasterly direction (erroneously stated in all former deeds since 1911 as northwesterly) one hundred sixty (160) feet, more or less, to the place of beginning. _____

_____RESERVING AND EXCEPTING all the fire clay on said lot or piece of land with the rights and privileges for mining or removing the same as acquired by the Woodland Fire Brick Company, Limited, under the lease of the same, inter alia, from Jonathan Boynton, of record. _____

BEING the same premises which J. Maynard Mullen and Arwilla Mullen, his wife, et al. granted and conveyed to B.J.W. Volunteer Fire Company under a deed dated September 15, 1966 which is recorded in Deed Book 524, Page 578.

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William A. Shaw
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