

01-370-CD  
DEENA J. BELL et al -vs- SPENCER MASONRY et al

# Northwest Savings Bank, Lender

01-370-00

## PART I RELEASE OF LIENS

We, The undersigned, are general or subcontractors, materialmen, or other persons furnishing services, labor or materials, as indicated under our respective signatures below, in the construction or repair of improvements upon real estate owned by and, and described as follows

the construction of a 52' x 26' foundation, including  
all materials and labor at R.R.#2, Box 109, Mahaffey,

Pennsylvania (Bell Township, Clearfield County, PA)

Denna J. Bell and Robert A. Greslick, Owners

**FILED**

MAR 14 2001

William A. Shaw  
Prothonotary

In consideration of the sum of \$1.00 to each of us in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to us, we do hereby waive, remise, release and quit-claim in favor of the owner or owners of said real estate and each and every party making a loan on said real estate, as improved, and his or its successors and assigns, all right that we, or any of us, may now or hereafter have to a lien upon the land and improvements above described, by virtue of the laws of the state wherein said land is situate, or any amendments of said laws; and we do further warrant that we have not and will not assign our claims for payments, nor our right to perfect a lien against said property, and that we have the right to execute this waiver and release thereof.

ALL of the subscribers to this instrument respectively warrant that all laborers employed by them upon the aforesaid premises have been fully paid, and that all suppliers of materials from whom the subscribers have purchased materials have been fully paid, and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for or in connection with any material, appliances, machinery, fixtures, or furnishings placed upon or installed in the aforesaid premises by any of us, other than:

It is understood and agreed that any and all signatures hereto are for all services rendered, work done and material furnished heretofore and hereafter by the signers in any and all capacities, and are not understood to be only for the particular item against which the signature is affixed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day of the date written below our respective signatures.

### AMOUNT OF CLAIM UNPAID

(\$ 7,404.71 )

Witness: \_\_\_\_\_

### SUBSCRIBER

Company Name: Spencer Masonry  
Service Provided: 28x52 Foundation  
Signature: Spencer Ballou (seal)  
Title: Partner  
Date: 3-4-01

(\$ )

Witness: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Signature: \_\_\_\_\_ (seal)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(\$ )

Witness: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Signature: \_\_\_\_\_ (seal)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(\$ )

Witness: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Signature: \_\_\_\_\_ (seal)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(\$ )

Witness: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Signature: \_\_\_\_\_ (seal)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(\$ )

Witness: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Signature: \_\_\_\_\_ (seal)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(\$ )

Witness: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Signature: \_\_\_\_\_ (seal)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## PART II GENERAL CONTRACTOR'S STATEMENT

State of \_\_\_\_\_

To-Wit:

of \_\_\_\_\_

I, having been first duly sworn, doth now depose and say: That the persons, firms and corporations who have executed the release of liens on the reverse side hereof include all of the persons, firms and corporations who have furnished services, labor, or materials in the construction or repair of improvements on the real estate described in said release and that, as of the date of this affidavit, such work has been fully completed and accepted by the owner of said real estate.

GENERAL CONTRACTOR \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_.

(seal)

Notary Public

My commission expires: \_\_\_\_\_

## PART III OWNER'S AFFIDAVIT

State of Pennsylvania

To-Wit:

County of Clearfield

I/We, \_\_\_\_\_ and \_\_\_\_\_, having been first duly sworn, doth now depose and say: That the persons, firms and corporations who have executed the release of liens on the reverse side hereof are all of the persons, firms and corporations with whom or with which I have contracted for services, labor, or materials in the construction or repair of improvements on the real estate described in said release; that, as of the date of this affidavit, such work has been fully completed and accepted by me; that the general contractor, if any, and all other parties with whom I have contracted have been paid in full; that, at the time of paying said parties in full, I had no notice of any claim of any subcontractor, laborer or materialman; and that I do not now have notice of any claim of any subcontractor, laborer or materialman. I guarantee the genuineness of the signatures on said release of liens.

Denna J. Bell (seal)  
Denna J. Bell

Robert A. Greslick (seal)  
Robert A. Greslick

3-14-01 (seal)

3-14-01 (seal)

Sworn to and subscribed before me this 14 day of March 2001

Barbara J. Hugney-Shope (seal)  
Notary Public  
My commission expires: 3/14/01

NOTARIAL SEAL BARBARA J. HUGNEY-SHOPE, Notary Public Clearfield Boro, Clearfield County, PA My Commission Expires Oct. 20. 2003
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SPENCER MASONRY  
RD#1 Box 142  
Grampian, PA 16838

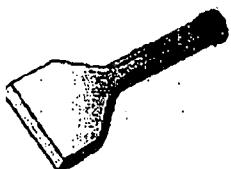
Jason Spencer  
(814) 236-3080

Spencer Collins  
(814) 236-7529



Bob Greslick Estimate

Materials	1350 Block, Sand, Mortar, Footer, Lintels, Waterproofing, French Drains, Rebar, ect.	
		Subtotal
		\$6,985.58
		Tax
		\$ 419.13
		Total
		\$7,404.71

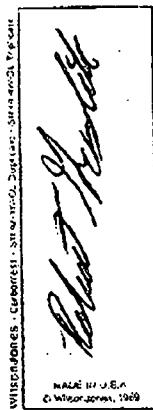


Foundation

Quote valid 30 days.  
This is an estimate prices  
of materials can change.

Caps and pilasters are not  
included in this quote.

Spencer Collins  
Jason Spencer

DATE 10-28-00RECEIVED FROM Bob Greslick & Denna BellAddress P.O. 2 Mahfry

## RECEIPT

NUMBER 11DOLLARS 5 7.404.71FOR Foundation (52000) materials & labor.

ACCOUNT	HOW PAID		
BEGINNING BALANCE	<u>7.404.71</u>	CASH	
AMOUNT PAID	<u>7.404.71</u>	CHECK	<u>7.404.71</u>
BALANCE DUE	<u>0.000.00</u>	MONEY ORDER	

BY

Steve Bellucci

**FILED**

REC MAR 14 2001  
SAC 013141 City Sherr  
William A. Shaw  
Prothonotary

PD \$20.00  
mc