

01-436-CD
MICHAEL P. HORCHEN et ux -vs- MICHAEL P. HORCHEN

CONTRACTOR'S WAIVER OF LIENS

01-436-CD

THIS AGREEMENT made and entered into this 29th day of March ,2001, by and between **MICHAEL P. HORCHEN** and **TONI A. HORCHEN**, husband and wife, hereinafter "Owners", of Du Bois, Clearfield County, Pennsylvania; and **MICHAEL P. HORCHEN**, hereinafter "Contractor", of Du Bois, Pennsylvania.

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

1. The Contractor 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 Owner in the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, 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 subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and

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William A. Shaw
Prothonotary

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 Contractor does hereby remise, release and waive for himself, subcontractor 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 that certain piece, parcel or lot of ground situate in the Township of Sandy, Clearfield County, Pennsylvania, as is 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 Contractor 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 "Contractor" 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.


MICHAEL P. HORCHEN, Owner


TONI A. HORCHEN, Owner

By: 
MICHAEL P. HORCHEN, Contractor

ALL those certain pieces or parcels of land, situate in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows to wit:

THE FIRST THEREOF: BEGINNING at a tack in the center of Pennsylvania Legislative Route 17030 leading from Du Bois to Home Camp, said tack being the Northeast corner of land of J. Caylor; thence by the centerline of said Route 17030 South sixty-seven (67°) degrees, fifty-five (55') minutes East, seventeen and seventeen hundredths (17.17) feet to a tack in the Southwest corner of land of the City of Du Bois; thence still by the centerline of said Route 17030 South seventy-three (73°) degrees forty-six (46') minutes East, one hundred and ninety-one and ninety eight hundredths (191.98) feet to a spike; thence by lands of Grantees South eighteen (18°) degrees eleven (11') minutes West two hundred seven and fifty-three hundredths (207.53) feet to a point; thence by land to be conveyed to prior Grantee North seventy-three (73°) degrees forty-six (46') minutes West two hundred nine and forty-nine hundredths (209.49) feet to a point in other lands of the prior Grantee; thence by land of prior Grantees and J. Caylor North eighteen (18°) degrees eleven (11') minutes East two hundred nine and (209.0) feet to a tack in the centerline of Pennsylvania Legislative Route 17030 and place of beginning. CONTAINING one (1) acre more or less.

EXCEPTING AND RESERVING all of the coal, oil, natural gas and mineral deposits of whatever nature, together with all rights, privileges, immunities and easements of whatever nature as set forth in prior Deed to the Chain of Title.

KNOWN AS TAX PARCEL #128-D04-000-071.2 Tax I.D. #128-0-095861.

BEING THE SAME PREMISES WHICH BECAME VESTED IN MICHEL P. HORCHEN, ET UX, BY DEED OF OPPORTUNITY FUNDING I, LLC. DATED NOVEMBER 3, 2000 AND RECORDED IN CLEARFIELD COUNTY AS INSTRUMENT NO.200017052.

THE SECOND THEREOF: BEGINNING at a point in line of land of Green Glen Corporation said point being South thirteen (13°) degrees eleven (11') minutes West, two hundred nine (209.0) feet from a tack in the Northeast corner of land of J. Caylor; thence by

Green Glen Corporation said point being South thirteen (13°) degrees eleven (11') minutes West, two hundred nine (209.0) feet from a tack in the Northeast corner of land of J. Caylor; thence by line of land of Grantor and Paul J. Carmella and Mary Carmella South seventy-three (73°) degrees forty-six (46') minutes East, two hundred nine and forty-nine hundredths (209.49) feet in line of land of Grantor; thence by lands of Grantor South eighteen (18°) degrees eleven (11') minutes West, forty-two (42.0) feet to a point; thence by same North seventy-three (73°) degrees forty-six (46') minutes West, two hundred nine and forty-nine hundredths (209.49) feet to a point; thence still by same North eighteen (18°) degrees eleven (11') minutes East, forty-two (42.0) feet to a point and place of beginning. **CONTAINING** one-fifth (1/5) acre more or less.

EXCEPTING AND RESERVING to Green Glen Corporation, its successors and assigns, all of the coal, oil, natural gas and mineral deposits of whatever nature in and under the land above described together with the right to mine and remove the same.

ALSO EXCEPTING AND RESERVING all rights, privileges, immunities and easements of whatsoever nature heretofore excepting and reserved in the Chain of Title to the above described premises.

KNOWN AS TAX PARCEL #128-D04-000-99 TAX I.D. #128-0-95860

BEING the same premises which became vested in the Michael P. Horchen, et ux by deed of FCMS REO SUB CORP., dated March 7th, 2001 and recorded in Clearfield County as Instrument No. 200103459.

EXHIBIT "A"

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REC'D MAR 29 2001 Blakley
CIV 33164 Gatty pd. \$20.00
William A. Shaw
Prothonotary
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