

01-471-
RICHARD D. YOUNGKIN et al -vs- SCOTT E. MISTURA et al

01-471-CD

MECHANIC'S LIEN WAIVER

Made this 3rd day of April, 2001.

FILED

APR 05 2001

FROM RICHARD D. YOUNGKIN, t/d/b/a Youngkin Construction, having an office at
R.D.#1, Box 217A, Coalport, Pennsylvania 16627, hereinafter referred to as
"CONTRACTOR",

William A. Shaw
Prothonotary

TO

SCOTT E. MISIURA and LORI J. MISIURA, husband and wife, of R.R.#1, Box
192, Coalport, Pennsylvania 16627, "OWNERS".

RECITALS:

1. CONTRACTOR has contracted with OWNERS by contract dated February 9, 2001 referred to as ("CONTRACT") to provide all materials and perform all labor necessary for the construction and installation of a single family split level style dwelling, located on the PROPERTY, which is described on the attached Schedule "A".
2. CSB BANK (hereinafter referred to as the "BANK"), has agreed and committed to provide a mortgage loan in the sum of EIGHTY ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$81,600.00) to OWNERS. This sum is to be advanced by BANK as required by OWNERS and/or as the construction and installation work progresses in accordance with the Construction Loan Pay-out Schedule.

MECHANIC'S LIEN WAIVER:

NOW THEREFORE, intending to be legally bound, it is stipulated and agreed to as follows:

1. CONTRACTOR, for itself and anyone else acting or claiming through or under it, for and in consideration of the CONTRACT and the considerations stated within the CONTRACT, and intending to be legally bound by this MECHANIC'S LIEN WAIVER, does waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind shall be filed or maintained against the improvements or the

estate or the title of the OWNERS, their heirs, successors or assigns, in the PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNERS, their heirs, successors, or assigns, by or in the name of the CONTRACTOR or any subcontractors, 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 or about the improvements or the PROPERTY or any part thereof, or on credit thereof, and that all subcontractors, materialmen, and laborers on the work shall look to and hold CONTRACTOR personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind against OWNERS, their heirs, successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the construction, erection and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This agreement waiving the right of liens shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work in the construction, installation, and delivery work as well as to any work and labor done and materials furnished under the CONTRACT.
3. In the event that a CONTRACTOR consists of more than one person, firm or corporation, the undertakings hereunder of such persons, firms or corporations shall be joint and several. For purposes of this MECHANIC'S LIEN WAIVER, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and the feminine, as the context may require.
4. In the event that any mechanic's lien or claims filed by a CONTRACTOR or any person, firm or corporation claiming under, through or against a CONTRACTOR, CONTRACTOR, for itself and all such persons, firms and corporations, irrevocably waives any right to a jury trial in any action to strike or discharge the lien.
5. If a CONTRACTOR or any person, firm or corporation claiming under, through or against the a CONTRACTOR files a mechanic's lien, notwithstanding this waiver, OWNERS, their heirs, successors or assigns, and BANK, its successors and assigns shall each have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to such CONTRACTOR, an amount sufficient to completely reimburse and indemnify OWNERS, their heirs, successors and assigns, BANK, its successors and assigns against all expenses and losses resulting from such liens. Such expenses and losses shall include, without limitation, any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien, and any damages or other losses resulting from such lien, all of which such CONTRACTOR agrees to pay. If any payment then due to such CONTRACTOR by OWNERS, is not sufficient to

reimburse and indemnify OWNERS their heirs, successors or assigns, and BANK, its successors and assigns by way of off-set, such CONTRACTOR agrees to pay the amount of the difference to OWNERS, their heirs, successors or assigns, or BANK, its successors and assigns, as the case may be, upon demand.

6. CONTRACTOR agrees to release any and all liens for all work done, and materials and supplies of any kind that have been delivered or ordered, in connection with the construction, other work to the single family split level style dwelling and any right to file for such liens, which have or may have attached prior to the execution of this MECHANIC'S LIEN WAIVER.

7. In addition, CONTRACTOR further agrees that all provisions of this MECHANIC'S LIEN WAIVER shall apply to the release of any and all mechanic's, materialmen's and any and all other liens, and the right to file such liens, which have attached to the PROPERTY, buildings, or otherwise, prior to the execution of this MECHANIC'S LIEN WAIVER, as those provisions apply to the waiver of any and all mechanic's liens.

8. This agreement and stipulation is made and is intended to be filed with the Cambria County Prothonotary within ten (10) days of the date of this MECHANIC'S LIEN WAIVER, in accordance with the authority granted by the ACT of August 24, 1963, P.L. 1175, SECTION 405, 49 P.S. SECTION 1402.

ALL that certain piece or parcel of land situate in the Township of Beccaria, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

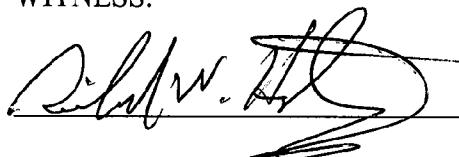
BEGINNING at an iron pipe on the East side of L.R. 17020, said iron pipe being the Northwest corner of land now or formerly of Robert Bacher; then along L.R. 17020, North Forty-nine degrees Ten minutes East (N 49 degrees 10' E) Twenty (20') feet to a point; then along the line of land now or formerly of Harry Beers, South Seventy-five degrees Zero minutes East (S 75 degrees 00' E) Two Hundred and Four tenths (200.4') feet to a point; then by same South Sixty-eight degrees Forty-two minutes East (S 68 degrees 42' E) Three Hundred Eighty-one and Nine tenths (381.9') feet to an iron pin; then along the line of land now or formerly of Daniel Oshell and Virgil Thon, South Two degrees Thirty-two minutes West (S 2 degrees 32' W) Four Hundred Seventy-seven and Sixty Hundredths (477.60') feet to an iron pin; then along the line of land now or formerly of James Hahn North Forty-five degrees One Minute West (N 45 degrees 01' W) Five Hundred Eighty-six and Fifteen Hundredths (586.15') feet to an iron pipe; then along the line of land now or formerly of Robert Bacher, North Twenty-one degrees Forty-two minutes East (N 21 degrees 42' E) Two Hundred (200') feet to an iron pipe; then by same North Seventy-five degrees Zero minutes West (N 75 degrees 00' W) Two Hundred Ten (210') feet to an iron pipe and place of beginning. Containing 3.3 acres.

This parcel of land is further identified on the Clearfield County Tax Assessment records as Tax Control No. 101.0-34100 and Tax Map No. 101.0-H18-000-00077.

Schedule "A"

IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered this MECHANIC'S LIEN WAIVER as of the date first written above.

WITNESS:



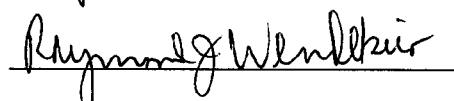
CONTRACTOR:

By:  (SEAL)
RICHARD D. YOUNGKIN, t/d/b/a
Youngkin Construction

OWNERS:



 (SEAL)
SCOTT E. MISIURA



 (SEAL)
LORI J. MISIURA

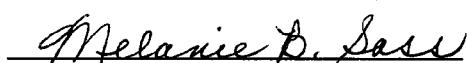
ACKNOWLEDGMENT

State of Pennsylvania |
| ss
County of Clearfield

On this the 3 day of April, 2001, before me, a notary public, the undersigned officer, personally appeared Richard D. Youngkin, t/d/b/a Youngkin Construction, known to me (or satisfactorily proven) who acknowledged himself to be the owner of Youngkin Construction, whose name is subscribed to the within instrument and acknowledged that he is authorized to execute the same for the purposes contained therein.

In Witness Whereof, I hereunto set my hand and official seal.

(Seal)


Notary Public
Notarial Seal
Melanie B. Sass, Notary Public
Coalport Boro, Clearfield County
My Commission Expires March 8, 2002

ACKNOWLEDGMENT

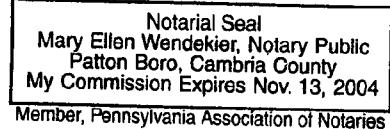
State of Pennsylvania |
| ss
County of Cambria |

On this the 5th day of April, 2001, before me, a notary public, the undersigned officer, personally appeared SCOTT E. MISIURA and LORI J. MISIURA, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes contained therein.

In witness whereof, I hereunto set my hand official seal.

(Seal)

Mary Ellen Wendekier
Notary Public



FILED

APR 05 2001

10/058/00
William A. Shaw
Prothonotary
PA \$20.00

No cc