

01-800-CD
FRED FLENGER et al -vs- DALE A. KESSLER et al

61-800-4
Lap over margin

JOHN R. LHOOTA, P.C.
ATTORNEY AT LAW
110 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

3/26
FILED
MAY 2 2001
PL-5120-
William A. Shaw
Prothonotary

RELEASE OF MECHANIC'S LIEN

01-800-CD

THIS RELEASE OF MECHANIC'S LIEN is made, executed and delivered as of this 23rd day of May, 2001, by and from FRED FLEEGER, an adult individual, t/a FLEEGER CONTRACTING, a sole proprietorship, whose address is 222 South Church Street, DuBois, Pennsylvania 15801, hereinafter referred to as "Contractor";

T O

DALE A. KESSLER and MARIE A. KESSLER, husband and wife, whose address is R.R. 1, Box 15C, DuBois, Pennsylvania 15801, hereinafter referred to as "Owners".

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

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.

MAY 21, 2001

William A. Shaw
Prothonotary

FILED

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 Owners, their heirs, 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 Owners, their heirs, 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, FRED FLEEGER, an adult individual, t/a FLEEGER CONTRACTING, a sole proprietorship, has executed and delivered this release of mechanic's lien as of the day and year first above written.

WITNESS:

FRED FLEEGER, t/a
FLEEGER CONTRACTING,
A SOLE PROPRIETORSHIP

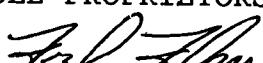
By: 
Fred Fleeger, Sole Proprietor

EXHIBIT A
TO RELEASE OF MECHANIC'S LIEN
FROM FRED FLEEGER t/a
FLEEGER CONTRACTING, A SOLE PROPRIETORSHIP
TO DALE A. KESSLER and MARIE A. KESSLER

ALL that certain piece or parcel of land situate, lying and being
in Sandy Township, Clearfield County, Pennsylvania, bounded and
described as follows, to wit:

BEGINNING at a 1" iron pipe set at the Southwestern most corner of
the land hereby conveyed, said iron pipe being South 00° 30' West,
759.0 feet from an existing iron pin found at the Northwestern
most corner of the lands of Howard and Gloria Kessler, and said
iron pipe also being in the Western most line of the lands of
Howard and Gloria Kessler and the Eastern most line of the lands
of Leonard and Isabelle Kessler and running thence South 44° 11'
East 422.1 feet along the lands of Howard and Gloria Kessler to a
1" iron pipe set at the Southeastern most corner of the land hereby
conveyed; thence North 01° 05' East 290.0 feet along the lands of
Kenneth Shaffer to a 1" iron pipe set at the Northeastern most
corner of the land hereby conveyed; thence North 67° 25' West
338.7 feet along the lands of Howard and Gloria Kessler to a 1"
iron pipe set at the Northwestern most corner of the land hereby
conveyed; thence South 00° 30' West 103.0 feet along the lands of
John and Beryl Kelly and the lands of Leonard and Isabelle Kessler
to a 1" iron pipe set at the Southwestern most corner of the land
hereby conveyed and the point of beginning. Containing 1.42 acres
as shown on plot plan hereto attached and made a part hereof.

TOGETHER WITH all and singular, an easement for a roadway or
driveway to and from the aforesaid premises and Township Road T-
373, which roadway shall be eighteen feet in width, the centerline
of which is bounded and described as follows:

BEGINNING at a point bearing North 00° 30' East 9.0 feet
from the Southwestern most corner of the above described
parcel and running thence North 80° 50' West 185.8 feet
along the centerline of an 18 foot wide right of way to a
point of curvature; thence along the arc of a circle curving
to the right an arc distance of 80.68 feet having a radius
of 51.61 feet and a chord bearing North 35° 07' West 73.3
feet to a point of tangency in the centerline of an 18 foot
wide right of way; thence North 10° 06' East 127.5 feet
along the centerline of an 18 foot wide right of way to the
end of a tar a chip surface of T-373.

BEING the same premises which Howard P. Kessler and Gloria A.
Kessler, husband and wife, granted and conveyed to Dale A. Kessler
and Marie A. Kessler, husband and wife, under a deed dated January
15, 1988 which is recorded in the Office of the Recorder of Deeds
in and for Clearfield County, Pennsylvania in Deeds and Records
Book 1205, Page 334. The aforesaid right of way was granted to the
said Dale A. Kessler and Marie A. Kessler, husband and wife, under
a right of way agreement dated January 15, 1988 from Leonard
Kessler and Isabell Kessler, husband and wife, to Dale A. Kessler
and Marie A. Kessler, husband and wife, which is recorded in the
above mentioned Office in Deeds and Records Book 1205, Page 339.