

01-921-CD
SCOTT A. COLLINS etux -vs- SWATSWORTH BROTHERS etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

SCOTT A. COLLINS and ELIZABETH A. :
COLLINS, husband and wife, :
Owners :

2001-

921-CD
-WAL

vs. :

Sweetsworth Brothers :
Robert Sweetsworth :
Contractor :

FILED

JUN 13 2001

William A. Shaw
Prothonotary

WAIVER OF MECHANIC'S LIEN

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 11 day
of June, 2001, between SCOTT A. COLLINS and ELIZABETH A.
COLLINS, husband and wife, with mailing address of RR 3, Box 177A, Morrisdale,
Pennsylvania, 16858, hereinafter called "OWNERS", and Sweetsworth Bros.
Gen. Cont. Inc. (PO Box 585)
with place of business at 108 Bigler Ave Clearfield, PA.
hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the
construction of a home on all that certain piece or parcel of land situate in Lawrence Township,
Clearfield County, to which OWNERS took title by deed at Clearfield County Instrument Number
200015075, and more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Township of Lawrence,
Clearfield County, Pennsylvania, bounded and described as follows, to wit:**

**BEGINNING at a point in the centerline of Township Road 590, said point also being the
southwest corner of Collins (Deed Book 512 Page 325); Thence, N 80° 02' 52" E along said
south line of Collins, a distance of 331.99' to a point in the centerline of State Route 2023,**

said point lying on the westerly line of Lytle (Inst. #200001605); Thence, S 21° 08' 04" E along said Lytle and Clear Lake Lumber, Inc. (Deed Book 1880 Page 560), a distance of 1297.04' to an existing 1" iron pip, said point also being the northeasterly corner of Michaels (Deed Book 823 Page 025); Thence, S 66° 24' 08" W along the north line of the aforementioned Michaels, a distance of 215.43' to a point in the centerline of Township Road 590; Thence, along the centerline of said road and a curve to the left (CD-N 26° 42' 31" W, LC-354.44', R-2514.26') and an arc distance of 354.74' to a point; Thence, N 32° 26' 27" W along the same, a distance of 112.83' to a point; Thence, still along the centerline of said road and a curve to the right (CD-N 28° 42' 41" W, LC-149.74', R-1151.09') an arc distance of 149.85' to a point; Thence, N 25° 31' 04" W along the aforementioned centerline, a distance of 162.42' to a point; Thence, along a curve to the right (CD-24° 07' 40" W, LC-246.84', R-5088.38') an arc distance of 246.86' to a point; Thence, N 22° 34' 54" W still along the same, a distance of 350.51' to a point and the Place of Beginning.

CONTAINING 8.6657 acres according to the Plan of survey prepared by Land & Mapping Services dated July 24, 2000, and recorded in the Clearfield County Courthouse.

BEING the same premises conveyed unto Scott A. Collins and Elizabeth A. Collins, husband and wife, by deed dated October 7, 2000, recorded at Clearfield County Instrument Number 200015075.

EXCEPTING AND RESERVING the coal with the mining rights and privileges which John J. Read, by his deed dated December 26, 1883, and recorded in Deed Book 30, Page 604, granted and conveyed to John F. Weaver and W.W. Betts.

NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties has properly executed this Agreement the day and year first above written.

OWNERS:

Scott A. Collins
Scott A. Collins

CONTRACTOR:

Swartzworth Bros. Gen. Cont, Inc.

By: Robert D. Swartzworth

Elizabeth A. Collins
Elizabeth A. Collins

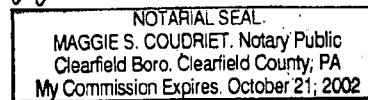
AFFIDAVIT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared SCOTT A. COLLINS and ELIZABETH A. COLLINS, husband and wife, who being duly sworn according to law deposes and says that they are the Owners in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of June, 2001.

Maggie S. Coudriet
Notary Public



AFFIDAVIT

STATE OF PENNSYLVANIA

:
:SS

COUNTY OF CLEARFIELD

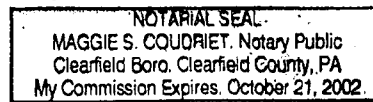
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Before me, the undersigned officer, personally appeared Rahim D. Swartzman
who being duly sworn according to law deposes and says that he is the President
of Swartzman Bros. Gen. Cont. Inc. in the foregoing Waiver of
Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien for the
purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of

June, 2001.

Maggie S. Coudriet
Notary Public



FILED

JUN 13 2001

9/3:53 AM

No 1
cc


William A. Shaw
Prothonotary

Atty Smith

pd. 20.00