

01-930-00
GENE M. YOUNT -vs- ADAMSON ELECTRIC

Stipulations Against Liens

01-936-02

GENE M. YOUNT

Owner

vs.

ADAMSON ELECTRIC

Contractor

In the Court of Common Pleas, County of

Clearfield, Pennsylvania

Number _____ Term, 19

WHEREAS, Owner

of P. O. Box 132, Falls Creek,

Pennsylvania,

is about to execute contemporaneously herewith, a contract, with Contractor

of R.R. 3, Box 233A, DuBois,

Pennsylvania,

for the erection of a ~~new~~ residential home ~~building~~ upon a lot of land situate in the Treasure Lake Subdivision to Sandy Township, Clearfield County, Pennsylvania, known and designated as Lot No. 102, Section No. 6A as more fully described in Instrument Number 199911027.

FILED

JUN 15 2001

William A. Shaw
Prothonotary

NOW, June 8,

2001 at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said

Gene M. Yount

to the said

Contractor

to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with

Gene M. Yount

and the further

consideration of One Dollar, to

Contractor

paid

by Owner

, it is agreed that no lien shall be filed against the

building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year aforesaid.

SIGNED AND SEALED IN THE PRESENCE OF

William A. Shaw Seal
Adamson Electric

Gene M. Yount Seal

Gene M. Yount Seal

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Att'y Ling pd.
20-00
William A. Shaw
Prothonotary

01-93(-CU.
MICHAEL R. MAYERS etux -vs- QUALITY BUILDERS & REMODELERS, INC.

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 11th day of June, 2001, by and between MICHAEL R. MAYERS and LISA A. MAYERS, husband and wife, of 512 Wood Street, DuBois, Pennsylvania, 15801, hereinafter "Owner" and QUALITY BUILDERS & REMODELERS, INC. of DuBois Mall, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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 mechanic's 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 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's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain piece or parcel land known as 512 Wood Street, DuBois, Pennsylvania, Clearfield County, Pennsylvania, bounded and described as follows:

See Attached Exhibit "A"

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.

FILED

JUN 15 2001
10:09 AM
by William A. Shaw
Prothonotary

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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 word "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.

Witness:

Carl A. Jura

Michael R. Mayers (Seal)
MICHAEL R. MAYERS, Owner

Witness:

Carl A. Jura

Lisa A. Mayers (Seal)
LISA A. MAYERS, Owner

Witness:

Carl A. Jura

QUALITY BUILDERS & REMODLERS, INC.

Rudy C. Labrasca (Seal)
Rudy C. Labrasca, Contractor

EXHIBIT "A"

All that certain piece, parcel or tract of land, situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a post at the intersection corner of Wood Street and an alley; thence North 25 degrees 10 minutes East along line of Wood Street 78.8 feet to a post at corner of Lot No. 30 of same plot, thence along line of said Lot No. 30 North 64 degrees 50 minutes West 150 feet to a post at an alley, thence South 25 degrees 10 minutes West 25 feet, more or less, to a post at an alley, thence South 44 degrees 25 minutes East along line of said last mentioned alley 160 feet to a post at Wood Street and place of beginning. Being known in the Mary Love Addition to DuBois as Lot No. 31 recorded in Misc. Book 6, page 459.