

01-1339-CJ
BLACK'S HOME SALES, INC. -vs- GREGORY L. MILLER et al.

2001-1336-C0

MECHANIC'S LIEN WAIVER**FILED**Made this 17th day of August, 2001.

10 AUG 17 2001
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A. Shaw
notary 80
2001

FROM BLACK'S HOME SALES, INC., having an office in Allegheny Township,
Blair County, Pennsylvania, hereinafter referred to as a "CONTRACTOR",**TO****GREGORY L. MILLER and TAMARA L. MILLER,** husband and wife,
"OWNER".**A. RECITALS:**

1. CONTRACTOR has contracted with OWNER, (hereinafter referred to as the "CONTRACT") to provide all materials and perform all labor necessary for the purchase, construction, installation, and setting of a manufactured home, including but not limited to all excavation, site work, and utility hook-ups, on the property which is more fully described on the attached Schedule "A" (hereinafter referred to as the "PROPERTY").
2. TAMMAC CORPORATION (hereinafter referred to as the "BANK"), has agreed and committed to provide a mortgage loan to OWNER for purchase, construction, installation, and setting of a manufactured home, including but not limited to all excavation, site work, and utility hook-ups, on the PROPERTY. This sum is to be advanced by BANK as required by OWNER as the purchase, repair, remodeling and renovation of an existing single family residential dwelling progresses.

B. 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

Schedule "A"

All that certain piece or parcel of land situate in Decatur Township, Clearfield County, Pennsylvania bounded and Described as follows:

BEGINNING at an iron pin along Township Road T-659, said point of beginning the northwestern corner of the property herein described; thence along the line of lands of Reese, South eighty-two (82) degrees fifty-seven (57) minutes fifty-one (51) seconds East, a distance of four hundred thirteen and eighty-six one-hundredths (413.86) feet to an iron pin; thence continuing along the line of lands of Reese, South twelve (12) degrees fifteen (15) minutes forty (40) seconds East, a distance of fifty-two and ninety-eight one-hundredths (52.98) feet to an iron pin; thence continuing along the same, South twelve (12) degrees fifteen (15) minutes forty (40) seconds East, a distance of one thousand three hundred sixty-seven and seven one-hundredths (1367.07) feet to an existing iron pin; thence along the line of lands of Albright, North eighty (80) degrees twenty-five (25) minutes fifty-two (52) seconds West, a distance of four hundred thirty-two and sixty-five one-hundredths (432.65) feet to an iron pin; thence continuing along the same, North nine (9) degrees thirty-four (34) minutes zero (00) seconds East, a distance of thirty and no hundredths (30.00) feet to an iron pin; thence still along the same, North eighty (80) degrees twenty-six (26) minutes zero (00) seconds West, a distance of one hundred fifty and no hundredths (150.00) feet to an iron pin along T-659; thence along the eastern side of T-659 the following ten courses and distances:

North fourteen (14) degrees fifty-six (56) minutes fifty-one (51) seconds West, a distance of two hundred ninety-one and thirty-four one-hundredths (291.34) feet to a point; North twelve (12) degrees twenty-seven (27) minutes nineteen (19) seconds West, a distance of one hundred one and twenty-nine one-hundredths (101.29) feet; thence North ten (10) degrees fifty-four (54) minutes forty-nine (49) seconds West, a distance of one hundred three and eighty-nine one-hundredths (103.89) feet; thence North seven (07) degrees twenty-seven (27) minutes fifteen (15) seconds West, a distance of one hundred two and ten one-hundredths (102.10) feet; thence North three (3) degrees fifty-two (52) minutes forty-four (44) seconds West, a distance of ninety-eight and seventy-two one-hundredths (98.72) feet; thence North zero (00) degrees thirty-two (32) minutes forty-eight (48) seconds West, a distance of ninety-eight and forty-seven one-hundredths (98.47) feet; thence North zero (00) degrees thirty-eight (38) minutes forty-three (43) seconds East, a distance of three hundred twenty-three and eleven one-hundredths (323.11) feet; thence North zero (00) degrees forty-nine (49) minutes twenty-five (25) seconds West, a distance of one hundred seven and twenty-nine one-hundredths (107.29) feet; thence North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and twenty-four one-hundredths (50.24) feet to an iron pin; thence North four (04) degrees eight (08) minutes forty-nine (49) seconds West, a distance of fifty and ninety-seven one-hundredths (50.97) feet to an iron pin and point of beginning.

Containing 15.93 acres, more or less, as shown on the plan prepared by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, Pennsylvania, 16639, attached hereto marked Exhibit "A".

ZZZ

RESE

S 12°15'40" E
1367.07'

132.65

432.52" W

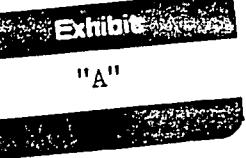
I.P.

I.P.

50' R/W

TONEY

15.93 ACRES +/-



ALBRIGHT

I.P. L2
I.P. L3

L13

I.P.

I.P. L2
I.P. L3

10 SR 2014

L1 S 82°57'51" E 413.86
L2 S 82°57'51" E 421.48

L7 T-659 33' R/W

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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 OWNER, their heirs, successors or assigns, in the PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNER, 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 OWNER, their heirs, successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the excavation, 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 OWNER, 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 OWNER, 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 OWNER, 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 excavation, construction, other work to the single family 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 Clearfield 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.

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

CONTRACTOR:
BLACK'S HOME SALES, INC.

By: Well Celonski
Name: SAIG WELCZINSKI
Title: President

(COMPORATE SEAL)

STATE OF PENNSYLVANIA:
COUNTY OF ~~Blair~~ CAMBRIA ss.

AFFIDAVIT

I, Dale Wronski, President of BLACK'S HOME SALES, INC., first being duly sworn according to law do depose and say that:

1. I am duly authorized by the aforementioned entity to make this affidavit.
2. My name is Dale Wronski.
3. BLACK'S HOME SALES, INC., the general contractor for the purchase, construction, installation, and setting of a manufactured home, including but not limited to all excavation, site work, and utility hook-ups, on the PROPERTY has not supplied any materials or labor, nor has any subcontractor for the purchase, construction, installation, and setting of a manufactured home, including but not limited to all excavation, site work, and utility hook-ups, on the PROPERTY, prior to the execution of the attached Mechanic's Lien Waiver.

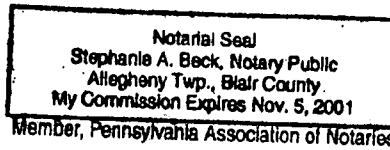
CONTRACTOR:
BLACK'S HOME SALES, INC.

By: Dale A. Beck
Name: DALE A. BECK
Title: President

SWORN TO AND SUBSCRIBED
TO BEFORE ME THIS 17
DAY OF August, 2001, BY THE
AFFIANT.

Stephanie A. Beck
NOTARY PUBLIC

(NOTARY SEAL)



ACKNOWLEDGMENT

State of Pennsylvania |
County of Blair |
 |
 |ss

On this the 17 day of August, 2001, before me, a notary public, the undersigned officer, personally appeared Dale Wronski, known to me (or satisfactorily proven) who acknowledged himself/herself to be the President of BALCK'S HOME SALES, INC., whose name is subscribed to the within instrument and acknowledged that he/she is authorized to execute the same by signing as President of BLACK'S HOME SALES, INC., by himself/herself for the purposes contained therein.

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

(Seal)

Stephanie A. Beck

Notary Public

