

01-1385-CD
LISA J. MARTIN -vs- WELCOME HOME CENTERS, INC. et al

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

LISA J. MARTIN,

Plaintiff,

vs.

No. 2001, W.M.L.

WELCOME HOME CENTERS, INC. and
ROBERT DEMKO,

Defendants.

Type of pleading:

WAIVER OF RIGHTS UNDER
MECHANIC'S LIEN LAW OF 1963,
AS AMENDED

Filed on behalf of:

Lisa J. Martin, Plaintiff.

Counsel for Plaintiff:

Frederick M. Neiswender, Esquire
Supreme Court No. 74456
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

AUG 24 2001

William A. Shaw
Prothonotary

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

LISA J. MARTIN, :
Plaintiff, :
vs. : No. _____ 2001, W.M.L.
: :
WELCOME HOME CENTERS, INC. and :
ROBERT DEMKO, :
Defendants. :
:

WAIVER OF RIGHTS UNDER MECHANIC'S LIEN LAW OF 1963 AS AMENDED

THIS AGREEMENT, made and entered into as of this 17th day of February, 2001, by
and between LISA J. MARTIN, hereinafter "Owner" and the undersigned Contractors,
Subcontractors, and suppliers of materials, collectively known as "Releasors".

WHEREAS, it is the desire of the Owner that the undersigned for themselves and anyone
else acting or claiming through or under them, waive or release any right or claim that they may
now have or may in the future have that are commonly known as Mechanics or Materialmens
Liens or Claims on the premises described more particularly in Exhibit " A" attached hereto and
made a part hereof.

NOW THEREFORE, intending to be legally bound hereby, the parties do agree as
follows:

1. That the undersigned Releasors for themselves, their Subcontractors, Materialmen, their heirs, executors, administrators, assigns or anyone else acting or claiming through or under them intending to be legally bound hereby do hereby waive or relinquish all right to file a Mechanics Lien, claim or Notice of Intention to file any lien or claim and to 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 of the estate or title of the Owner in the property or the improvements thereto by or in the name of the Contractor or any other Subcontractor, Materialmen or Laborer for work done and 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 work shall look to and hold the 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 whatsoever against the Owner for any work done or labor or materials furnished under the contract for and about the erection, construction, completion of work improvements, or under any contract for any extra work or for work supplemental thereto or otherwise.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well as in respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction, and completion of the improvements. The Releasors for themselves and anyone else acting or claiming through or under them, including Subcontractors, Materialmen or Laborers do hereby agree for themselves, their heirs, successors, administrators and assigns to release all liens which they may now have or hereafter may have on the premises described hereafter may have on the premises described

herein by reason of any materials furnished or yet to be furnished or work performed or yet to be performed by them, or any person claiming under them, for and towards the erection and construction of improvements on said premises.

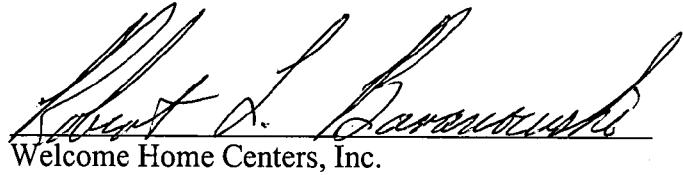
3. The Releasors for themselves, Subcontractors, Laborers, Materialmen or anyone else claiming or acting through or under them, including their heirs, administrators, executors and assigns do hereby agree to release and forever quitclaim and by these presents do remise, release and forever quitclaim onto the Owner, their heirs and assigns, all manner of liens, claims and demands whatsoever that any of them might have or could have had or may in the future have for work done or yet to be done or materials furnished or yet to be furnished by any of them and hereby agree not to file any liens, claims or demands against the premises, or if any liens, claims or demands have been filed against the premises, to promptly discharge the same.

4. It is the desire of the parties hereto that all benefits of this Agreement shall inure not only to the Owners but also to any mortgagees.

5. This Agreement shall be binding upon the parties hereto as well as any person claiming under them in regard to the erection, construction or completion of any improvements that have been erected or will be erected on the premises that are described more particularly in Exhibit 'A' attached hereto and made a part hereof.

6. This Agreement shall be filed in the Prothonotary's Office of Clearfield County in accordance with the Mechanics Lien Act of 1963 and is the express intent of the parties to be legally bound hereby in accordance with provisions of the Mechanics Lien Act of 1963 As Amended.

WITNESS the due execution hereof and intending to be legally bound hereby that as of
one day before any labor or materials have been provided for the improvements to the premises.



Robert A. Baranowski
Welcome Home Centers, Inc.



Robert Demko



Dixi Martin
Owner

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ~~CLEARFIELD~~ Jefferson) SS:
)

ON THIS, the 21st day of August, 2001, before me, the undersigned officer, personally appeared Robert L Baranowski, who acknowledged himself to be the Vice president of WELCOME HOME CENTERS, INC., a corporation, and that he as such Vice president, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice president.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: **NOTARIAL SEAL**
KELLY S. HANKEY, NOTARY PUBLIC
WASHINGTON TWP., JEFFERSON COUNTY
MY COMMISSION EXPIRES SEPT. 8, 2003

Kelly S Hankey
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

ON THIS, the 22nd day of August, 2001, before me, the undersigned officer, personally appeared ROBERT ~~KEMKO~~, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal
Frederick M. Neiswender, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Apr. 8, 2002

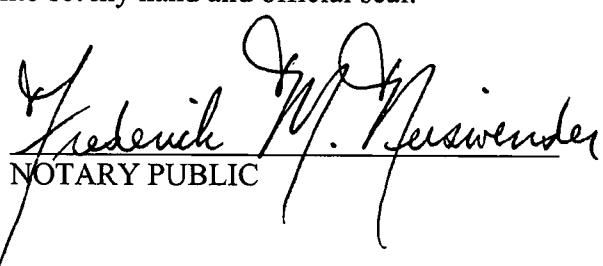
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:
)

ON THIS, the 23rd day of August, 2001, before me, the undersigned officer, personally appeared LISA J. MARTIN, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal
Frederick M. Neiswender, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires April 2002


Frederick M. Neiswender
NOTARY PUBLIC

Tax I. D. #106.0-N09-00066

THIS DEED,

Made the 6th day of June, in the year two thousand one (2001),

Between LINDA MAY McDONALD, now by marriage LINDA MAY MURRAY, and ROBERT D. MURRAY, her husband, whose address is R. D. 1, Box 21B, Woodland, Pennsylvania, 16881, party of the first part, hereinafter referred to as the GRANTOR;

AN
D

LISA J. MARTIN, whose address is R. D. 2, Box 221, Curwensville, Pennsylvania, 16833, party of the second part, hereinafter referred to as the GRANTEE.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Witnesseth, That in consideration of the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor(s) does hereby grant and convey to the said Grantee(s), his or her heirs and assigns.

All that certain parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

Beginning at a steel rail located at the center line of a township road, known as Mutton Hollow Road (T-327), said point being the southwest corner of the property being conveyed herein and said point being located four hundred thirty-four (434) feet east of a post in the center of said Mutton Hollow Road (T-327), marking the southwest corner of land now or formerly of Thomas O. McDonald and Joyce C. McDonald, described in deed recorded in Clearfield County Deed Book Volume 519, page 228; thence in a generally easterly direction along the center line of Mutton Hollow Road (T-327) a distance of two hundred ten (210) feet to a pipe; thence in a generally northerly direction along other land now or formerly of Thomas C. McDonald and Joyce C. McDonald a distance of two hundred fifty-two (252) feet to a pipe; thence in a generally westerly direction along other land now or formerly of Thomas O. McDonald and Joyce C. McDonald a distance of two hundred ten (210) feet to a point at a common corner with land now or formerly of Suzzettee McDonald and Craig Wisor, et ux; thence in a generally southerly direction along the eastern boundary of land now or formerly of Suzzettee McDonald a distance of two hundred fifty-two (252) feet to a steel rail in the center line of Mutton Hollow Road (T-327), the place of beginning. Containing 1.2 acres, more or less.

Subject to all exceptions, reservations, conditions, restrictions, covenants, rights of way, and easements, the same as may appear in the recorded chain of title.

Being the same premises conveyed by deed of Thomas O. McDonald and Joyce C. McDonald, husband and wife, to Linda May McDonald, dated March 12, 1985, and recorded on March 29, 1985, in the Office of the Recorder of Clearfield County in Volume 1004, page 191.

Community Sewage System. The property conveyed is not served by an existing community sewage system. Buyer is hereby notified that a permit for an individual sewage system will have to be obtained pursuant to the Pennsylvania Sewage Facilities act 35 P.S. Section 750. The Buyers should contact the local agency charged with administering the Pennsylvania Sewage Facilities Act before signing this contract to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained.

GRANTORS HAVE NO KNOWLEDGE OF ANY HAZARDOUS WASTE AS DEFINED BY ACT NO. 1980-1997 OF THE COMMONWEALTH OF PENNSYLVANIA, HAVING BEEN OR WHICH IS PRESENTLY BEING DISPOSED ON OR ABOUT THE SUBJECT PREMISES DESCRIBED IN THIS DEED OF CONVEYANCE.

And the said Grantor(s) will **Specially Warrant and Forever Defend** the property hereby conveyed.

In Witness Whereof, the said Grantor(s) has hereunto set his/her hand and seal the day and year first above written.

Kathleen M. Myers

Linda May McDonald (Seal)
LINDA MAY McDONALD

Linda May Murray (Seal)
now by marriage LINDA MAY
MURRAY

Robert D. Murray (Seal)
ROBERT D. MURRAY

FILED

AUG 24 2001

cc
011331
Atty Newender
William A. Shaw
Prothonotary
cc \$20.00

1cc Atty Newender