

01-1432-CD  
DENNIS L. MERREY et ux -vs- JAMES A. COLLINS MASONRY

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

DENNIS L. MERREY and SHARI L. MERREY, husband and wife, Owners : 2001-1432-CD  
vs. : WML  
JAMES A. COLLINS MASONRY, Contractor :

FILED NO CC  
of 1157 Atty Smith  
AUG 31 2001 D. 20.00

RECEIVED  
William A. Shaw  
Prothonotary

**WAIVER OF MECHANIC'S LIEN**

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 21st day of August, 2001, between DENNIS L. MERREY and SHARI L. MERREY, husband and wife, with mailing address of RR 3, Box 30, Clearfield, PA 16830, hereinafter called "OWNERS", and JAMES A. COLLINS MASONRY with place of business at RD 1, 616 Fletcher Road, Clearfield, PA 16830, 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 2001/3193, and more particularly described as follows:

ALL that certain piece or parcel of land known as Lot 2 in the Kerr Subdivision as prepared by Yost Surveying, May 21, 2001, situate in Lawrence Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a 5/8" rebar set in the eastern line of S.R. 1005, said 5/8" rebar also being the northwestern corner of the land herein described; thence by Lot 1 in the Kerr Subdivision, land of Michael and Paula Kerr, the Grantors herein, (N 63 degrees 44' 26"E) 598.06 feet to a 5/8" rebar; thence still by Lot 1 in the Kerr Subdivision, land of Michael and Paula Kerr, the Grantors herein, (S 58 degrees 48'26" E) 359.19 feet to a 5/8" rebar set on the top of a ridge; thence still by Lot 1 in the Kerr Subdivision, land of Michael and Paula Kerr, the Grantors herein, and following the top of a ridge the following courses and

distances: (S 60 degrees 43' 06" W) 181.95 feet to a point, (S 51 degrees 23' 24" W) 103.78 feet to a point, (S 26 degrees 46' 53" W) 108.45 feet to a point, (S 32 degrees 59' 53" W) 96.61 feet to a point, (S 42 degrees 18' 06" W) 86.50 feet to a point, (S 32 degrees 05' 47" W) 119.85 feet to a point, (S 17 degrees 35' 22" W) 72.49 feet to a point, (S 04 degrees 14' 16" W) 99.66 feet to a point, (S 11 degrees 08' 50" W) 74.28 feet to a point, (S 35 degrees 21' 11" W) 58.70 feet to a point, (S 56 degrees 29' 11" W) 57.67 feet to a point, (S 78 degrees 42' 28" W) 104.42 feet to a point, (S 86 degrees 16' 28" W) 72.77 feet to a point, (N 82 degrees 57' 29" W) 69.07 feet to a point and (N 87 degrees 37' 56" W) 111.65 feet to a 5/8" rebar set in the eastern line of the aforementioned S.R. 1005; thence by the eastern line of said S.R. 1005 the following courses and distances: (N 20 degrees 03' 54" W) 123.89 feet to a point, (N 19 degrees 26' 30" W) 108.75 feet to a point, (N 15 degrees 14' 44" W) 77.78 feet to a point; thence by curve to the right having a radius of 158.30 feet, a Delta of (80 degrees 32' 49"), a Length of 222.54 feet and a Chord of (N 18 degrees 15' 40" E) 204.66 feet to a point, (N 49 degrees 29' 21" E) 77.37 feet to a point, (N 44 degrees 11' 50" E) 56.28 feet to a point; thence by a curve to the left having a Radius of 188.37 feet, a delta of (55 degrees 43' 01"), a Length of 183.18 feet and a Chord of (N 12 degrees 36' 40" E) 176.05 feet to a 5/8" rebar set in the eastern line of the aforementioned S.R. 1005 and the place of beginning.

**CONTAINING 12.5 Acres.**

Grantors expressly intent to, and do hereby grant and convey to the Grantees all their right, title and interest to coal, gas, clay, oil and other minerals under the premises described by this deed.

**BEING a portion of the same premises conveyed to Michael and Paula Kerr by deed dated July 21, 2001 and recorded at Clearfield County Instrument Number 200011855.**

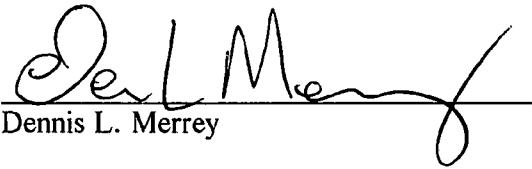
NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor 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.

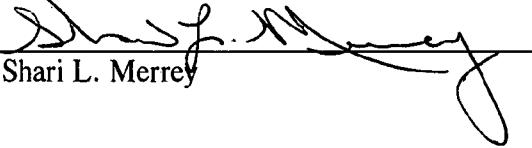
This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

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.

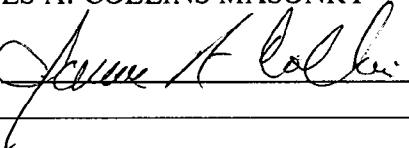
**OWNERS:**

  
Dennis L. Merrey

  
Shari L. Merrey

**CONTRACTOR:**

JAMES A. COLLINS MASONRY

By:   
James A. Collins

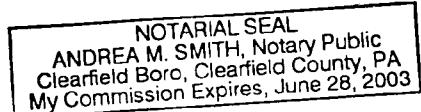
## AFFIDAVIT

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared DENNIS L. MERREY and SHARI L. MERREY, 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 21st day of August, 2001.

*Andrea M. Smith*  
Notary Public



AFFIDAVIT

STATE OF PENNSYLVANIA

:

:SS

COUNTY OF CLEARFIELD

:

Before me, the undersigned officer, personally appeared James A. Collins  
who being duly sworn according to law deposes and says that he is the Owner  
of JAMES A. COLLINS MASONRY 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 21st day of  
August, 2001.

Andrea M. Smith  
Notary Public

