

01-1448-CD  
ANDREW M. KALGREN et al. -vs- DUFFEE CONSTRUCTION

01.1448.CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 4th day of September,  
2001, by and between Andrew M. Kalgren and April L. Kalgren, hereinafter  
"Owners", of P.O. Box 154 Spruce Hill Road Rockton, PA 15856, and Duffee  
Construction, hereinafter "Contractors" of 247 Treasure Lake DuBois, PA 15801,

**See Exhibit "A" which is attached hereto, incorporated herein, and made  
a part hereof as though fully set forth herein**

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 mechanics' 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' Lien Act of 1963 to file or enter on record any Mechanics' Lien or  
Liens against ALL that certain piece, parcel or lot of ground situate in the  
Township of Union, County of Clearfield, State of Pennsylvania:

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SEP 05 2001

William A. Shaw  
Prothonotary

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.

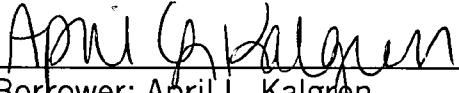
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be 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:

  
\_\_\_\_\_  
Contractor: Duffee Construction (SEAL)

\_\_\_\_\_  
  
\_\_\_\_\_  
Borrower: Andrew M. Kalgren (SEAL)

  
\_\_\_\_\_  
Borrower: April L. Kalgren (SEAL)

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

Exhibit "A"

**FILED**

SEP 05 2001

RECEIVED  
CATHY KENDALL  
William A. Shaw  
Prothonotary  
pd \*20.00

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NOCC