

UL-1499-CD
MATTHEW C. MITCHELL et al -vs- MICHAEL W. OWENS et al

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

MATTHEW C. MITCHELL and *
HEATHER J. MITCHELL,
Owners *

-vs-

MICHAEL W. OWENS, t/d/b/a *
MICHAEL W. OWENS & SONS,
Contractor *

* Docket No. 01-1499-CO

Type of Pleading:
WAIVER OF MECHANICS LIEN

Filed on behalf of:
OWNERS: Matthew C. Mitchell
Heather J. Mitchell

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

SEP 10 2001

William A. Shaw
Prothonotary

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

MATTHEW C. MITCHELL and	*
HEATHER J. MITCHELL,	
Owners	*
-vs-	
MICHAEL W. OWENS, t/d/b/a	*
MICHAEL W. OWENS & SONS,	
Contractor	*

WAIVER OF MECHANICS LIEN

WHEREAS, MATTHEW C. MITCHELL and HEATHER J. MITCHELL (hereinafter "OWNERS") of P. O. Box 447, Bigler, Pa., 16825, have entered into a contract with MICHAEL W. OWENS, t/d/b/a MICHAEL W. OWENS & SONS (hereinafter "CONTRACTOR"), to perform the labor and materials necessary for building construction or repair and improvement to that certain property in Lawrence Township, Clearfield County, and being more particularly described in Deed from Mildred C. Johnson to Matthew C. Mitchell and Heather J. Mitchell dated August 13, 2001, and recorded at Clearfield County Instrument No. 200113044. Attached hereto as Appendix A is a copy of the deed covering said property.

NOW THEREFORE, at the time of and immediately before the execution of the contract between OWNERS and CONTRACTOR, and before any authority has been given by OWNERS to the said CONTRACTOR to provide the labor and material necessary for building construction or repairs and improvements, or to purchase materials for said project, in consideration of the making of the contract for the project between the OWNERS and CONTRACTOR, it is agreed that neither the undersigned CONTRACTOR, and any sub-contractor, or material man, or any workman, or any other person, for labor furnished or materials purchased, shall file a lien, commonly called a Mechanic's Lien, for work done or materials furnished to the said building under the contract between the OWNER and CONTRACTOR for the building and construction or repair and improvements to the building, the right to file, maintain or have such liens being expressly waived.

WITNESS, my hand and seal this 10TH day of SEPTEMBER,
2001.

By: 
Michael W. Owens, t/d/b/a
Michael W. Owens & Sons

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA:

:SS:

COUNTY OF CLEARFIELD : :

On this 10TH day of SEPTEMBER, 2001, before me,
the undersigned officer, personally appeared MICHAEL W. OWENS,
known to me or satisfactorily proven to be the person who, upon
being duly sworn according to law, deposed and stated that he
signed the foregoing Waiver of Mechanics Lien knowingly, and for
the purposes therein contained.


Notary Public

Notarial Seal
Shaune W'sor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 24, 2003

Member, Pennsylvania Association of Notaries

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200113044
RECORDED ON
AUG 17, 2001
2:51:38 PM
Total Pages: 4

MASON LAW OFFICE
P. O. Box 28
Philipsburg, PA 16866

THIS DEED

MADE the 13th day of August, in the year two thousand and one (2001).

BETWEEN MILDRED C. JOHNSON, a single individual, currently of Lanse, Pennsylvania, "GRANTOR" and Party of the First Part,

A

N

D

MATTHEW C. MITCHELL and HEATHER J. MITCHELL, his wife, currently of P.O. Box 447, Bigler, Pennsylvania, 16825, as Tenants by the Entireties, hereinafter "GRANTEEES" and Parties of the Second Part,

WITNESSETH: That for and in consideration of the sum of **TWENTY ONE THOUSAND FOUR HUNDRED (\$21,400.00) DOLLARS**, in hand paid, the receipt whereof is hereby acknowledged, the said **GRANTOR** does hereby grant and convey to the said **GRANTEEES**, their heirs and assigns

ALL those two (2) certain parcels or tracts of land located and situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a post on Township Road; thence South twenty three degrees East two hundred feet to a post; thence South sixty seven degrees West four hundred and thirty five and six tenths feet to a post; thence North twenty three degrees West two hundred feet to a post; thence sixty seven degrees East four hundred and thirty five and six tenths feet to a post and place of beginning. Containing two (2) acres. Being plot no. 18 in the plan or draft of land of Martha E. Snyder, excepting and reserving all the minerals as the same are excepted in prior deeds of record.

EXCEPTING AND RESERVING, there out and therefrom two (2) separately described parcels of land previously conveyed unto John Nachman, et ux, those being described as follows:

1. 0.714 acre tract as described in Deed Book Volume 797 at page 442.
2. 0.995 acre tract as described in Deed Book Volume 1294 at page 142.

BEING a tract of land 33 feet in width and extending 435.60 feet, purported to contain 0.33 acres.

THE SECOND THEREOF:

BEGINNING at a post on an alley; thence South sixty seven (67) degrees West four hundred and thirty five and six tenths (435 6/10) feet to a post; thence North twenty (20) degrees West five hundred (500) feet to a post; thence North sixty seven (67) degrees East four hundred and thirty five and six tenths (435 6/10) feet to a post; thence South twenty three (23) degrees East five hundred (500) feet to a post and point of beginning. Containing five (5) acres of land.

EXCEPTING AND RESERVING, however, all of the minerals as the same are reserved in prior deeds of record.

BEING the same premises as vested in Mildred C. Johnson, a single individual, by deed of Estate of Halden Johnson, by Mildred C. Johnson, Executrix dated the 2nd of May, 1983, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book Volume 917 at Page 209.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the

messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, forever.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)

Matthew C. Mitchell

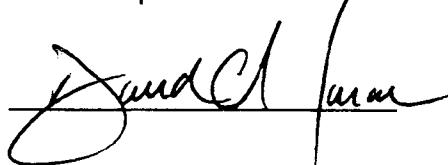
Matthew C. Mitchell

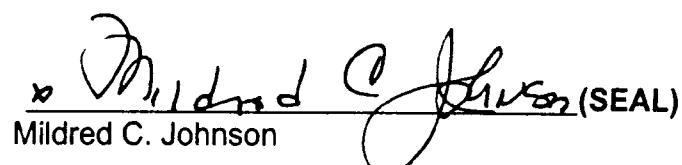
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said Grantors will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered
in the presence of

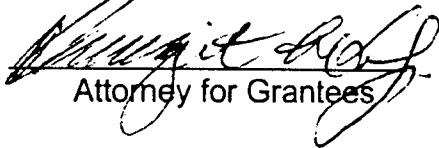


 x Mildred C. Johnson (SEAL)
Mildred C. Johnson

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Grantees herein is as follows:

P. O. Box 447
Bigler, PA 16825



Attorney for Grantees

COMMONWEALTH OF PENNSYLVANIA

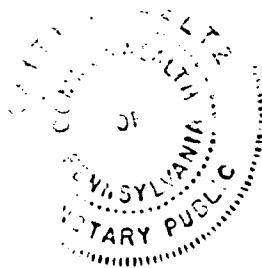
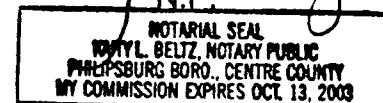
:ss:

COUNTY OF Centre

On this, the 13th day of August, 2001, before me, a Notary Public, personally appeared, **MILDRED C. JOHNSON**, a single individual, 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 purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

C:\OFFICE\DEEDS\Johnson.mitchell.wpd\kib



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Contractor

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SEP 19 2001
WMA 23) Matt Korn
William A. Shaw
Prothonotary

PD \$30.00

3c atty

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY - AT - LAW

110 NORTH SECOND STREET

P. O. Box 1320

CLEARFIELD, PENNSYLVANIA 16830