

01-1502-CD  
JOHN E. LEE et ux -vs- BILL E. CRATER, JR. CONTRACTING, INC.

01-1502-00

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 7th day of September, 2001, by and between JOHN E. LEE and SUZANNE LEE, husband and wife, of DuBois, Pennsylvania 15801, hereinafter "Owner" and BILL E. CRATER, JR. CONTRACTING, INC., of DuBois, Pennsylvania 15801, hereinafter "Contractor".

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 mechanic's 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's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against:

ALL that certain lot or parcel of ground situate, lying and being  
in Sandy Township, Clearfield County, and Commonwealth of  
Pennsylvania, and being known as Lot 22 in the Schall Land Company  
Plan of Lots, bounded and described on Exhibit "A" attached hereto.

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 improvement as to any work and labor done and materials furnished under the Contract.

**FILED**

SEP 10 2001

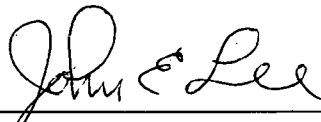
William A. Shaw  
Prothonotary

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.

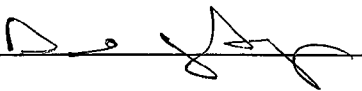
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

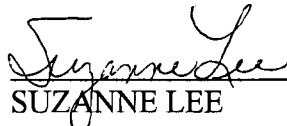
Witness:



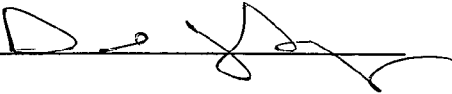
  
\_\_\_\_\_(Seal)  
JOHN E. LEE

Witness:



  
\_\_\_\_\_(Seal)  
SUZANNE LEE

Witness:



BILL E. CRATER, JR. CONTRACTING,  
INC.  
  
\_\_\_\_\_(Seal)  
BILL E. CRATER, JR., Contractor

## EXHIBIT "A"

ALL that certain lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a point bring the southeast corner of lot 22 and the northeast corner of lot 23 of the Schall Land Company plan of lots;

THENCE, North 50° 58' 30" West along lot 23, a distance of 136.03 feet to a point;

THENCE, North 50° 34' 59" East along lot 85, a distance of 143.79 feet to a point in right-of-way of Sylvan Heights Drive;

THENCE, South 44° 33' 21" East along right-of-way of Sylvan Heights Drive, a distance of 52.55 feet to a point;

THENCE, South 50° 58' 30" East, along right-of-way of Sylvan Heights Drive, a distance of 20.00 feet to a point;

THENCE, along a curve to the right, being the intersection of Sylvan Heights Drive and William Penn Avenue, the chord of which is South 5° 58' 30" East with a length of 49.05 feet to a point;

THENCE, South 39° 01' 30" West, along William Penn Avenue, a distance of 100.00 feet to the point and place of beginning.

CONTAINING 0.37 acres.

Said property being also known as Lot No. 22, as shown on the Schall Land Company subdivision plan dated January 1999, surveyed by Thomas C. Wingert, P.L.S., and recorded in the Office of the Recorder of Deeds in and for Clearfield County as Map No. 2332.

EXCEPTING and RESERVING therefrom and subject to:

1. All building and subdivision regulations of Sylvan Heights, as Amended, recorded in Volume 1635, Page 27 in the Clearfield County Recorder's Office; all of said restrictions being covenants which run with the land.
2. All easements, rights of way, reservations, and limitations shown or contained in prior instruments of record and as recorded.
3. All coal, mining, mineral, oil and gas rights of every kind and nature.

BEING a portion of the property conveyed by Deed dated September 30, 1993, by Raymond Schall, Inc., a Pennsylvania corporation, to Raymond E. Schall and Margaret S. Schall, husband and wife. Said deed having been recorded on October 15, 1993 in the Clearfield County Recorder's Office in Volume 1562, Page 540 and also being the same premises conveyed from Raymond Schall, Inc., to Raymond E. Schall and Margaret S. Schall, husband and wife, by corrective deed dated March 9, 2000 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200003590.

ALSO BEING a portion of the property conveyed by deed dated August 10, 1989 by Deposit Bank, a banking corporation organized and existing under the laws of the Commonwealth of Pennsylvania, as Trustee under trust dated August 7, 1989 to Raymond Schall, Inc., a Pennsylvania corporation, and Frank S. Schall, an individual, co-partners, trading and doing business as Schall Land Company. Said deed having been recorded on August 15, 1989 in the Clearfield County Recorder's Office in Volume 1297, Page 485.