

01-1568-CD  
BRIAN T. LAMORTE et ux -vs- J S CONSTRUCTION AND REMODELING

01-1568-CO

**CONTRACTOR'S WAIVER OF LIENS**

**THIS AGREEMENT** made and entered into this 8th day of August, 2001, by and between **BRIAN T. LAMORTE and AMY J. LAMORTE**, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, hereinafter "Owners", and **J S CONSTRUCTION AND REMODELING**, hereinafter "General Contractor", of Sandy Township, Clearfield County, Pennsylvania.

**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

**FILED**

**SEP 20 2001**

**William A. Shaw  
Notary Public**

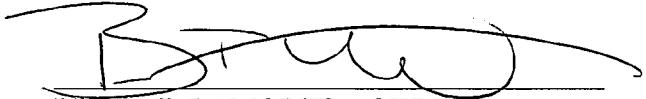
and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for 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 Sandy Township, Clearfield County, Pennsylvania, as is more particularly 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 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 work "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.



BRIAN T. LAMORTE, OWNER



AMY J. LAMORTE, OWNER

JS CONSTRUCTION AND REMODELING



BY: GENERAL CONTRACTOR

**ALL** that certain piece or parcel of land, situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point at the corner of East Dixon Avenue, also known as Short Street and South Brady Street; thence North 26 degrees 30 minutes East, 50 feet; thence South 70 degrees 57 minutes East, 174.2 feet to a point on Pentz Run Avenue; thence South 0 degrees 12 minutes West, 49 feet to a point at the corner of Pentz Run Avenue and East Dixon Avenue; thence North 70 degrees 58 minutes West, along East Dixon Avenue, 196.5 feet to the place of beginning, and having erected thereon a brick commercial building and a garage building.

**BEING** identified in the Clearfield County Mapping and Assessment Office as Map # 128-B4-430-123.

**BEING** the same premises which became vested in the Mortgagors herein by deed of Fred B. Valdes, et ux, dated, March 27, 2001, and recorded and recorded as Instrument No. 200104562.

**EXHIBIT "A"**