

01-1619-CD  
BRADLEY B. FINNIE et ux -vs- DAVID BALL HOMES

01-1619.CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of September, 2001, by and between BRADLEY B. FINALLE and DEBORAH L. FINALLE, husband and wife, of 316 Rumbarger Avenue, DuBois, Pennsylvania 15801, hereinafter "Owner", and DAVID BALL HOMES, 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 piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe in the westerly line of the public road leading from Gelnett Crossroads to Penfield Pike at corner of lands now or formerly of Percy Scott;

THENCE North 46 degrees 43 minutes West 403.5 feet to an iron pipe in line of lands now or formerly of John J. Overdorf;

THENCE along said lands, North 43 degrees 17 minutes East 210 feet to line of lands now or formerly of Florence Moppin,

THENCE South 46 degrees 43 minutes East 403.5 feet to the westerly line of the aforesaid public road;

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William A. Shaw  
Prothonotary

THENCE along said public road, South 43 degrees 17 minutes West 210 feet to an iron pipe and place of beginning. BEING part of Warrant No. 3580 and containing 1.94 acres, more or less.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed by James R. Ball and Mary E. Ball, husband and wife, to Mary E. Ball, an individual, by deed dated November 26, 1996 and recorded in the office of the Recorder of Deeds of Clearfield County Deed and Records Book 1806, page506.

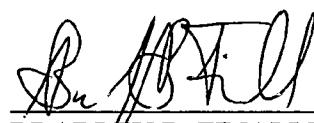
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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:

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(Seal)  
BRADLEY B. FINALLE, Owner

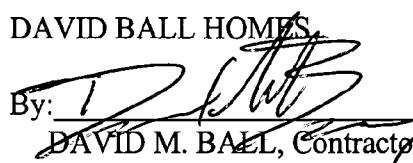
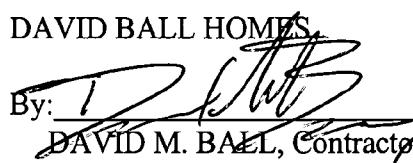
Witness:

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(Seal)  
DEBORAH L. FINALLE, Owner

Witness:

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DAVID BALL HOMES  
  
(Seal)  
By:   
DAVID M. BALL, Contractor

**FILED**

SEP 28 2001

Q18 A11  
IIC Absolute Settlement Co., Inc.  
William A. Shaw  
Prothonotary  
PA \$ 20.00

IIC absolute