

01-1710-CD
KENNETH M. LEONARD et al -vs- MARK ANDERSON

CONTRACTOR'S WAIVER OF LIENS

01-1710-CD

THIS AGREEMENT, made and entered into this 11th day of October, 2001, by and between KENNETH M. LEONARD and AMANDA R. LEONARD of Luthersburg, Pennsylvania, hereinafter "Owner" and MARK ANDERSON of DuBois, Pennsylvania, 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 tract of land situate, lying and being in Brady Township, Clearfield County and Commonwealth of Pennsylvania, 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 improvements as to any work and labor done and materials furnished under the Contract.

FILED

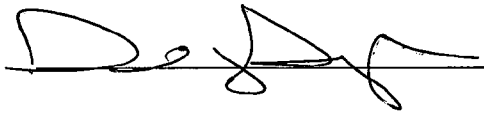
OCT 12 2001

William A. Shaw
Prothonotary

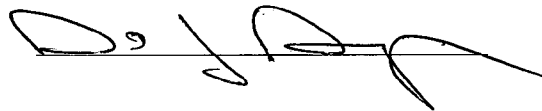
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be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



Witness:



Witness:



 (Seal)
KENNETH M. LEONARD, Owner

 (Seal)
AMANDA R. LEONARD, Owner

 (Seal)
MARK ANDERSON, Contractor

ALL that certain piece, parcel or tract of land situate, lying and being in the TOWNSHIP OF BRADY, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post on the South line of land now or formerly of Pearl Dush, said post also being on the West side of a township road; thence in a southerly direction along said township road 31 rods to a post at said township road; thence in a westerly direction along the land now or formerly of Harvey H. Soyler of which this was a part, 8 rods to a post; thence in a northerly direction still along lands now or formerly of Harvey H. Soyler of which this was a part, 31 rods to a post at the South line of lands now or formerly of Pearl Dush; thence along the South line of lands now or formerly of Pearl Dush 8 rods to a post and place of beginning.

BEING the same premises which were conveyed to Vern S. Bloom and Maryillis L. Bloom, husband and wife, by deed of Maryillis L. Bloom and Vern S. Bloom, her husband, dated January 14, 1992, and recorded in Clearfield County Deeds and Records Book Vol. 1439, Page 10, on January 22, 1992.

By Power of Attorney Instrument dated February 3, 1993, and recorded in Clearfield County Deeds and Records Book Vol. 1563, Page 15, the said Vern S. Bloom did appoint the said Maryillis L. Bloom as his Attorney-in-Fact.

Exhibit "A"