

02-24-CD

Mark R. and Barbara A. Spila and Haubert Homes, Inc.

MARK T. SPILA and BARBARA A. SPILA, }
 and } Owner(s)
 HAUBERT HOMES, INC. }
 Contractor(s) }
 IN THE COURT OF COMMON PLEAS,
 County of CLEARFIELD,
 State of PENNSYLVANIA
 No. Term, 2001

Mechanic's Lien Waiver

THIS AGREEMENT, Made and entered into this the 12th day of December, 2001, by and between the Owner(s) of R. R. #2, Box 71A, Curwensville, Pennsylvania 16833 and the Contractor(s) of 73 Beaver Drive, DuBois, Pennsylvania 15801

WHEREAS, the Owner(s) have ~~the day~~ entered into a written contract with the Contractor(s) for the construction of a 26' x 50' Three Bedroom Special Ranch Custom Home, including Deck in accordance with certain plans and specifications, and for the furnishing and providing of materials and labor necessary therefor upon a plot of ground being all that certain piece or parcel of land situate in Penn Township, Clearfield County, Pennsylvania, bounded and described on the attached "Exhibit A".

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said Contract and for the consideration therein set forth, before any of the above construction is commenced, that Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, and all parties acting through or under him, it or them, covenants and agrees that no mechanics' claims or liens shall be filed or maintained by him, them, or any of them against the buildings and the lots of ground appurtenant thereto, or any of them, for or on account of any work done or materials furnished by him, them or any of them, under this contract or otherwise, for towards, in or about the erection and construction of the said buildings, or any of them, and Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, and others under him, her, it or them, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' lien or claim against the buildings or any of them, and that this agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract, verbal or written, or contract for extra work in the erection and construction of the said buildings as to work and labor done and materials furnished under this contract.

This stipulation is made and intended to be filed with the CLEARFIELD County Prothonotary in accordance with the requirements of the Act of Assembly of this State in such cases made and provided.

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

Mark T. Spila L.S.
 MARK T. SPILA

Barbara A. Spila L.S.
 BARBARA A. SPILA
 HAUBERT HOMES, INC. Owner(s)

BY: Michael A. Peters L.S.
 MICHAEL A. PETERS, Contractor(s)
 DIVISION MANAGER

FILED

JAN 07 2002

William A. Shaw
 Prothonotary

Mechanic's Lien Dainer

No. _____ Term, # 2001

MARK T. SPILLA AND
BARBARA A. SPILLA

VS.

HAUBERT HOMES, INC. _____ Contractor

Filed _____, #X2001

EXHIBIT "A"

ALL that certain piece or parcel of land situate in the Township of Penn, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING in center of Township Road at northeast corner of lot now or formerly of Lawrence Mathews; thence along Township Road North 81 degrees 40 minutes East a distance of 290 feet and South 88 degrees 05 minutes East a distance of 125 feet; thence by residue now or formerly of William Freeman South 3 degrees 30 minutes East a distance of 500 feet, more or less, to land now or formerly of the Wall Estate; thence along same South 86 degrees 45 minutes West a distance of 685 feet; thence along lot now or formerly of Milford Jury North 3 degrees 15 minutes West a distance of 200 feet; thence along a 30 foot street North 86 degrees 45 minutes East a distance of 267 feet; thence along said Lawrence Mathews lot North 2 degrees 50 minutes West a distance of 284 feet, more or less, to the place of **BEGINNING**.

CONTAINING 5.85 acres, more or less.

BEING further identified as Clearfield County Tax Parcel Index No. 125-G10-34, as shown on the Assessment Map in the records of Clearfield County, Pennsylvania.

FILED

jan 07 2002
10:10 a.m. 20 pd by
William A. Shaw
Prothonotary
no cc.
atg:ayens