

02-391-CJ
TORRELL & BERNARDO -vs- SAMUEL J. MOLICA et al
REMODELING & CUSTOM
HOMES

RELEASE AND WAIVER OF RIGHT TO FILE MECHANICS' LIEN

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, an Agreement was entered into between **TORRELL & BERNADO REMODELING & CUSTOM HOMES** of 130 McCracken Run Road, DuBois, Clearfield County, Pennsylvania (hereinafter referred to as "Contractor") and **SAMUEL J. MOLLICA and REBECCA C. MOLLICA**, his wife, of 1216 Daisy Street, Clearfield, Clearfield County, Pennsylvania (hereinafter referred to as "Owners"), wherein the said Contractor undertook to furnish material and labor necessary for the remodeling project at the Ponderosa Steak House located at Route 255, DuBois, Pennsylvania in accordance with the aforementioned agreement at said restaurant owned by the Owners and as described on "Exhibit A", attached hereto, made part hereof and incorporated herein by reference.

NOW THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of the sum of One (\$1.00) Dollar to them in hand paid by the said Owners, the receipt whereof is hereby acknowledged, and the further consideration mentioned and set forth as agreed upon, for themselves and their subcontractors, and all parties acting through or under them, covenants and agrees that no mechanics' liens or claims shall be filed or maintained by them against the said restaurant and lot of ground appurtenant thereto as hereinbefore described for or on account of any work done or materials furnished by them under said contract or otherwise for, toward in or about the completing of said remodeling project aforesaid; and the said Contractor, for themselves and their subcontractors and others acting under them, hereby expressly releases and waives the right to have, file and maintain any mechanics' liens or claims against ^{MAR 15 2002} ~~the said restaurant, the~~ **FILED** ^{W. H. A. Shaw} ~~W. H. A. Shaw~~ Prothonotary

real estate hereinafter described or appurtenances thereto or any of them, and agrees that this agreement releasing and waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of March, 2002.

WITNESS:

Patricia A. Youshous

WITNESSES:

ESL
LCB

CONTRACTOR:

**TORRELL & BERNARDO
REMODELING & CUSTOM
HOMES**

By: Rich J. Bernardo

OWNERS:

Samuel J. Mollica
Samuel J. Mollica
Rebecca C. Mollica
Rebecca C. Mollica

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

BEGINNING at a nail, said nail being in the centerline of Pa. Route 255, also said nail being approximately 754 feet from the centerline intersection of Pa. Route 255 and I.R. 402 (Shaffer Road); thence by lands of Morningside Cemetery Association, North $6^{\circ} 16'$ East 393 feet, more or less, to a point, said point being the Northwest corner of lands herein conveyed; thence turning to the right, South $84^{\circ} 41'$ East 150 feet to to a point in other lands of Morningside Cemetery Association, said point being the Northeast corner of land herein conveyed; thence turning to the right, South $6^{\circ} 16'$ West 370.83 feet to a nail in the centerline of Pa. Route 255; thence turning right by the centerline of Pa. Route 255 Northwesterly 150 feet, more or less, to a nail and place of beginning. Said parcel contains 1.35 acre.

BEING the same premises which were conveyed to the Clearfield County Industrial Development Authority by deed of Morningside Cemetery Association, dated June 28, 1978, and recorded at Clearfield, Pennsylvania, in Deed Book No. 765, page 112.



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BB
on

William A. Shaw
Prothonotary