

02-402-CD  
THOMAS L. HOFFMAN et ux -vs- JOSEPH BOSAK, JR. et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

THOMAS L. HOFFMAN and  
KRISTEN K. HOFFMAN,  
husband and wife,

Owners

vs.

JOSEPH BOSAK, JR. D/B/A  
BOSAK CONSTRUCTION COMPANY  
Contractor

2001-~~WML~~

02-402-CO

**FILED**

MAR 19 2002

William A. Shaw  
Prothonotary

***WAIVER OF MECHANIC'S LIEN***

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 18<sup>th</sup> day of March, 2002, between THOMAS L. HOFFMAN and KRISTEN K. HOFFMAN, husband and wife, with mailing address of 320 Park Avenue, Clearfield, Pennsylvania, 16830, hereinafter called "OWNERS", and JOSEPH BOSAK, JR. D/B/A BOSAK CONSTRUCTION COMPANY with place of business at P. O. Box 199, R.R. 1 Morrisdale, Pennsylvania, 16858, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the construction of a home on all that certain piece or parcel of land situate in Jordan Township, Clearfield County, to which OWNERS took title by deed at Clearfield County Instrument Number 200202509, and more particularly described as follows:

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

**BEGINNING at a hemlock on line of land of Frederick Bates survey, corner of land conveyed by allotment to James Witherow; thence by same North forty-one (41) degrees West three hundred thirty-eight (338) perches to post on line of land of John Singer; thence by same, North fifty-two (52) degrees East one hundred four (104) perches, more or less, to the line of land conveyed to E. A. Irvin; thence by said line southeasterly three hundred thirty-eight**

(338) perches to Dogwood on line of F. Bates survey; thence South fifty-two (52) degrees West, about ninety-eight (98) perches to Hemlock and place of beginning.

Containing two hundred one (201) acres and forty-five (45) perches, more or less.

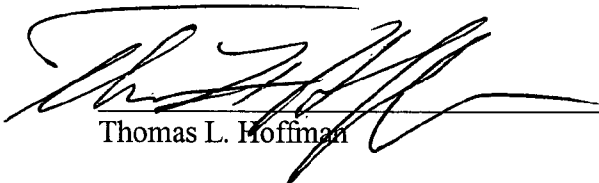
NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

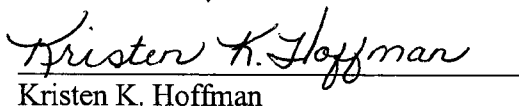
This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties has properly executed this Agreement the day and year first above written.

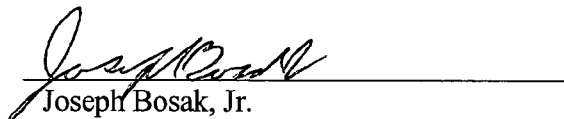
**OWNERS:**

  
Thomas L. Hoffman

  
Kristen K. Hoffman

**CONTRACTOR:**

JOSEPH BOSAK, JR.  
D/B/A BOSAK CONSTRUCTION COMPANY

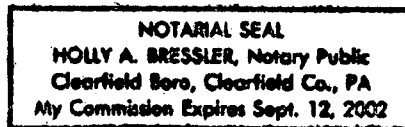
  
Joseph Bosak, Jr.

AFFIDAVIT

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared THOMAS L. HOFFMAN and KRISTEN K. HOFFMAN, husband and wife, who being duly sworn according to law deposes and says that they are the Owners in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18<sup>th</sup> day of March, 2002.



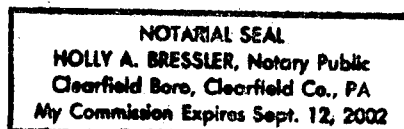
Holly A. Bressler  
Notary Public

AFFIDAVIT

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Joseph Bosak, Jr., who being duly sworn according to law deposes and says that he is the owner of Bosak Construction in the foregoing Waiver of Mechanic's Lien, and further that he company executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18<sup>th</sup> day of March, 2002.



Holly A. Bressler  
Notary Public

NOTARY PUBLIC  
STATE OF CALIFORNIA  
My Commission Expires 03/31/2005  
01/04/03 Notary Public  
01/04/03 Notary Public

FILED

MAR 19 2002

01/04/03 Notary Public  
William A. Shaw  
Prothonotary  
PD \$20.00

no cc

NOTARY PUBLIC  
STATE OF CALIFORNIA  
My Commission Expires 03/31/2005  
01/04/03 Notary Public  
01/04/03 Notary Public