

02-641-CD
JAMES E. ADAMS etux -vs- QUENTIN MCCLARREN

02-641-00

**CONTRACTOR'S WAIVER, STIPULATION AGAINST AND RELEASE OF LIENS
AND MECHANICS CLAIMS**

THIS AGREEMENT, made and entered into as of this 16th day of April, 2002, by and between JAMES E. ADAMS, and LISA ADAMS, his wife, of 284 Moshannon Street, Philipsburg, Pennsylvania 16866, hereinafter "Owners" and the undersigned Contractors, Subcontractors, and suppliers of materials, collectively known as "Releasors".

WHEREAS, it is the desire of the Owners that the undersigned for themselves and anyone else acting or claiming through or under them, waive of release any right or claim that they may now have or may in the future have that are commonly known as Mechanics or Materialmens Liens or Claims on the premises described more particularly in Exhibit A attached hereto and made a part hereof.

Now therefore intending to be legally bound hereby the parties do agree as follows:

1. That the undersigned Releasors for themselves, their Subcontractors, Materialmen, their heirs, executors, administrators, assigns or anyone else acting or claiming through or under them intending to be legally bound hereby do hereby waive or relinquish all right to file a Mechanics Lien, claim or Notice of Intention to file any lien or claim and to 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 of the estate or title of the Owners in the property or the curtilage appurtenant thereto by or in the name of the Contractor or any other Subcontractor, Materialmen or Laborer for work done and 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 work shall look to and hold the Contractor personally liable for all subcontracts, materials furnished

FILED

APR 23 2002

William A. Shaw
Prothonotary

and work and labor done so that there shall not be any legal or lawful claim of any kind whatsoever against the Owners for any work done or labor or materials furnished under the contract for and about the erection, construction, and completion of the improvements under the contract. The Releasors for themselves and anyone else acting or claiming through or under them including any Subcontractors, Materialmen or Laborers do hereby agree for themselves, their heirs, successors, administrators and assigns to release all liens which they may now have or hereafter may have on the premises described herein by reason of any materials furnished or yet to be furnished or work performed or yet to be performed by them or any person claiming under them for and towards the erection and construction of improvements on said premises.

3. The Releasors for themselves, Subcontractors, Laborers, Materialmen or anyone else claiming or acting through or under them including their heirs, administrators, executors and assigns do hereby agree to release and forever quitclaim and by these presents do remise, release and forever quitclaim on to the Owners, their heirs and assigns, all manner of liens, claims and demands whatsoever that any of them might have or could have had or may in the future have for work done or yet to be done or materials furnished or yet to be furnished by any of them and hereby agree not to file any liens, claims or demands against the premises or if any liens, claims or demands have been filed against the premises, to promptly discharge the same.

4. It is the desire of the parties hereto that all benefits of this Agreement shall inure not only to the Owners but also to any mortgagees.

5. This Agreement shall be binding upon the parties hereto as well as any person claiming under them in regard to the erection, construction or completion of any improvements that have been erected or will be erected on the premises that are described more particularly in Exhibit A, attached hereto and made a part hereof.

6. This Agreement shall be filed in the Prothonotary's Office of Clearfield County in accordance with the Mechanics Lien Act of 1963 and is the express intent of the parties to be legally bound hereby in accordance with the provision of the Mechanics Lien Act of 1963.

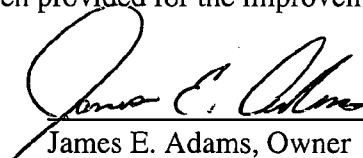
7. By executing this Agreement, the Owners does hereby certify that either no work has been performed or materials have been supplied by any person, partnership or corporation that would entitle that person, partnership or corporation at this time or in the future to file any Mechanics Lien or claim against the premises or in the alternative if any person, partnership or corporation may, prior to the execution of this Agreement have had the right or will in the future have any right to file a Mechanics Lien or claim, that any such right has been extinguished and terminated by the execution of this Agreement and that all persons, partnerships or corporations shall be prevented from maintaining or filing any Mechanics Lien or claim by virtue of the fact that they have executed this Agreement or some other party has executed this Agreement and they would be prevented from filing or maintaining any Mechanics Lien or claim as a result of that party's execution of this Agreement.

WITNESS the due execution hereof and intending to be legally bound hereby that as of one day before any labor or materials have been provided for the improvements to the premises.

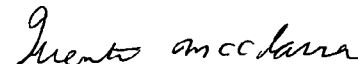
Witness 

Witness 

Witness 


James E. Adams, Owner


Lisa Adams, Owner


Quentin McClarren, Contractor

STATE OF Pennsylvania

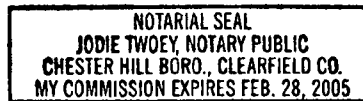
COUNTY OF Clearfield

}
} ss:
}

On this, the 16th day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared James E. Adams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jodie Twoey



STATE OF Pennsylvania

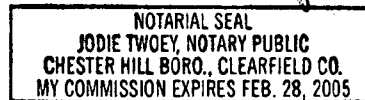
COUNTY OF Clearfield

}
} ss:
}

On this, the 16th day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared Lisa Adams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jodie Twoey



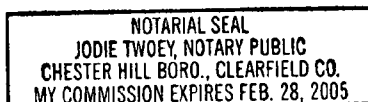
STATE OF Pennsylvania

COUNTY OF Clearfield

}
} ss:
}

On this, the 16th day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared Quentin McClarren, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jodie Twoey

EXHIBIT "A"

ALL that certain premises situate, lying and being in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a set iron pin; said iron pin being located on the Northern side of S.R. 0970; thence along said S.R. 970 South $66^{\circ} 03' 45''$ West a distance of 140.00 feet to an iron pin; thence continuing along S.R. 970 South $69^{\circ} 37' 40''$ West a distance of 108.25 feet to an iron pin; thence North $01^{\circ} 00' 40''$ East a distance of 490.02 feet to a set iron pin; thence North $01^{\circ} 00' 42''$ East a distance of 282.96 feet to an iron pin; thence South $88^{\circ} 30' 00''$ East a distance of 227.74 feet to an iron pin; thence South $01^{\circ} 00' 40''$ West a distance of 672.52 feet to a set iron pin and place of beginning. CONTAINING 3.789 acres more or less and being Lot #3 of the William L. and Mary J. Miller Subdivision as shown on a map dated May 15, 1996 and recorded August 2, 1996 in Clearfield County to Map File Number 1204.

BEING a portion of the same premises as vested unto Richard Allen Pryde, Jr., and Mark J. Rusnak by deed of William L. Miller and Mary Jane Miller, his wife, dated August 1, 1996 and recorded in Deed Book 1777 at page 542.

TOGETHER with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every party thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

FILED

APR 23 2002

0/11:30 AM
William A. Shaw
Prothonotary
PO 520.00

no cc