

02-722-CB  
THOMAS J. ZURAT, JR. et ux -vs- JOSEPH L. HESS

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

THOMAS J. ZURAT, JR. and :  
KRISTEN L. ZURAT, husband and wife, : No. 02-722-C0  
Owners :  
AND :  
JOSEPH L. HESS, :  
Contractor :  
MAY 08 2002

**FILED**

**WAIVER OF MECHANIC'S LIEN**

William A. Shaw  
Prothonotary

WHEREAS, the undersigned, on or about the 6<sup>th</sup> day of May, 2002 entered into a Contract with THOMAS J. ZURAT, JR. and KRISTEN L. ZURAT, husband and wife, of 1107 Turnpike Avenue, Clearfield, Pennsylvania, for the plaster repair, drywall and painting at premises situate at 221 Elizabeth Street, Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain lot of ground situate in the Borough of Clearfield, County of Clearfield and State of Pennsylvania, and known in the plan of Reed's Addition to the Borough of Clearfield, as Lot No. 1 in Block "K", bounded and described as follows:

BEGINNING at post corner of Linden and Elizabeth Streets; thence along Elizabeth Street a distance of two hundred (200) feet to an alley; thence along said alley a distance of forty-nine and five-tenths (49.5) feet to post corner of Lot No. 2; thence along line of Lot No. 2 a distance of two hundred (200) feet to Linden Street; thence along Linden Street a distance of forty-nine and five-tenths (49.5) feet to a corner of Elizabeth Street and place of beginning.

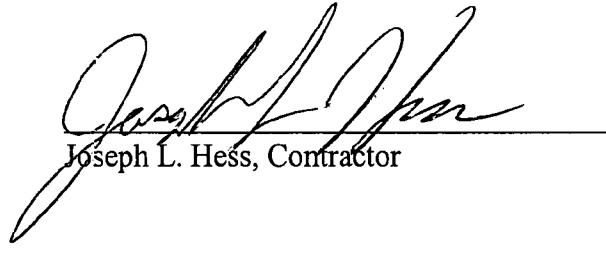
BEING the same premises conveyed to Thomas J. Zurat, Jr. and Kristen L. Zurat by Deed of F. Cortez Bell, Jr. dated April 10, 2002 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument Number 200206551.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the plaster repair, drywall and painting at said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before

the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the plaster repair, drywall and painting of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the plaster repair, drywall and painting at said dwelling or any extra additions to be made to said Contract in and about said building or premises.

WITNESS:

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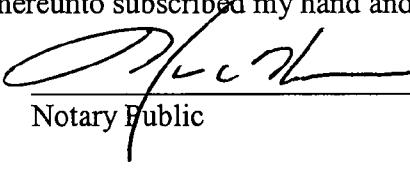


Joseph L. Hess, Contractor

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this the 6 day of MAY, 2002, before me the undersigned authority personally appeared, JOSEPH L. HESS, who acknowledged himself to be a sole proprietor and that as such, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his name thereon as such officer and subscribed before me the day and year aforesaid.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
KIM C. KESNER, Notary Public  
Lawrence Twp., Clearfield County, Pa.  
My Commission Expires Aug. 29, 2002

**FILED**

MAY 06 2002

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XSW William A. Shaw  
Prothonotary

no cc