

02-915-CD
BRIAN L. DIMMICK -vs- THOMAS JOHNSON

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

BRIAN L. DIMICK,
Owner

-VS-

THOMAS JOHNSON,
Contractor

WAIVER OF MECHANICS LIEN

FILED

013:564H
JUN 06 2002

WAS
William A. Shaw
Prothonotary

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

3cc
Atty Koerber
Atty pd.
20.00

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

BRIAN L. DIMMICK ,
Owner

-vs-

THOMAS JOHNSON,
Contractor

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Docket No. 02-915-C2

Type of Pleading:
WAIVER OF MECHANICS LIEN

Filed on behalf of:
OWNER: Brian L. Dimmick

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
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BRIAN L. DIMMICK ,
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Docket No.

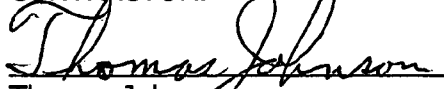
WAIVER OF MECHANICS LIEN

WHEREAS, BRIAN L. DIMMICK (hereinafter "OWNER") of R. R. 1, Box 600, Mahaffey, Pennsylvania, 15757 has entered into a contract with THOMAS JOHNSON, of R. D. 1, Box 479, Grampian, Pennsylvania, 16838 (hereinafter "CONTRACTOR"), to perform the labor and materials necessary for building construction or repair and improvement to that certain property in Pike Township, Clearfield County, and being more particularly described in Deed from Christopher M. McCracken, Sr. and Tracey L. McCracken to Brian L. Dimmick dated and recorded on October 25, 2000, at Clearfield County Instrument No. 200016012. Attached hereto as Appendix A is a copy of the legal description covering said property.

NOW THEREFORE, at the time of and immediately before the execution of the contract between OWNER and CONTRACTOR, and before any authority has been given by OWNER to the said CONTRACTOR to provide the labor and material necessary for building construction or repairs and improvements, or to purchase materials for said project, in consideration of the making of the contract for the project between the OWNER and CONTRACTOR, it is agreed that neither the undersigned CONTRACTOR, and any sub-contractor, or material man, or any workman, or any other person, for labor furnished or materials purchased, shall file a lien, commonly called a Mechanic's Lien, for work done or materials furnished to the said building under the contract between the OWNER and CONTRACTOR for the building and construction or repair and improvements to the building, the right to file, maintain or have such liens being expressly waived.

WITNESS, my hand and seal this 5th day of June, 2002.

CONTRACTOR:


Thomas Johnson

COMMONWEALTH OF PENNSYLVANIA:

:SS:

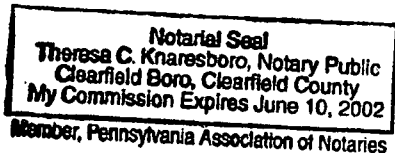
COUNTY OF CLEARFIELD :

On this 5th day of June, 2002, before me, the undersigned officer, personally appeared THOMAS JOHNSON known to me or satisfactorily proven to be the person who, upon being duly sworn according to law, deposed and stated that he signed the foregoing WAIVER OF MECHANICS LIEN knowingly, and for the purposes therein contained.

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

My Commission Expires:

Theresa C. Knaresboro
NOTARY PUBLIC



ALL that certain parcel of land in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the east side of Township Road No. 324. Said point is also the southwest corner of Lot No. 5, thence along Lot No. 5 South eighty-three degrees, seven minutes, fifteen seconds East (S 83° 07' 15" E), three hundred forty-two and seventy-one hundredths (342.71') feet to an iron pin on line of, now or formerly, Stanley Douglas, Jr., thence along said line South six degrees, twenty-nine minutes, twenty seconds West (S 06° 29' 20" W), two hundred seventy-five (275.0') feet to an iron pin, thence along other lands of GRANTORS North eighty-three degrees, seven minutes, fifteen seconds West (N 83° 07' 15" W), three hundred sixty-seven and sixty-five hundredths (367.65') feet to an iron pin located on the east side of Township Road No. 324, thence along said road North fourteen degrees, sixteen minutes, five seconds East (N 14° 16' 05" E), eighty-four and sixty-nine (84.69') feet to an iron pin, thence still along said road North ten degrees, thirty-one minutes, five seconds East (N 10° 31' 05" E), one hundred ninety-one and forty-seven hundredths (191.47') feet to an iron pin and place of beginning. Known as Lot No. 6 on map prepared by P. R. Mondock for Shirokey Surveys dated June 1999. CONTAINING 2.23 acres.

BEING that same premises which Shannon Land and Mining Company conveyed unto Christopher M. McCracken, Sr., by Deed dated February 2, 2000 and recorded in the Clearfield County Recorder of Deeds Office to Instrument Number 200005993.