

02-936-CD

Robert Mauthe vs Torrell & Bernardo

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ROBERT D. MAUTHE et al -vs- TORRELL AND BERNARDO REMODELING
AND CUSTOM HOMES

2002-936-CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 23rd day of May, 2002, by and between Robert D. Mauthe and Tammy L. Mauthe, hereinafter "Owners", of RD 4, DuBois, PA 15801, and Torrell and Bernardo Remodeling and Custom Homes, hereinafter "Contractors" of 130 McCracken Run Road, DuBois, PA 15801,

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does 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 or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or 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 works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the Township of Sandy, County of Clearfield, State of Pennsylvania:

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WAS William A. Shaw *WV*
or Prothonotary *ATTN*

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

Blaise J. Ferraraccio

Torrell and Bernardo Remodeling and Custom Homes

Richard J. Bernardo (SEAL)
By: Richard J. Bernardo
(type or print name)

Borrower:

Robert D. Mauthe (SEAL)
Robert D. Mauthe

Borrower:

Tammy L. Mauthe (SEAL)
Tammy L. Mauthe

Robert D. Mauthe
Tammy L. Mauthe

ALL that certain piece or parcel of land located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the Southwest corner of said tract, at the corner of lands now or formerly of James A. Liddle; thence by lands now or formerly of John E. DuBois North 19° 27' East 693.1 feet to a post; thence by lands now or formerly of Mary J. Evans South 69° 30' East 1246.7 feet to a post; thence by lands now or formerly of S. E. Dunlap South 19° 35' West 698.1 feet to a post; thence by lands now or formerly of James A. Liddle North 69° 30' West 1244.1 feet to the place of beginning. Containing 19.95 acres, more or less.

Reserving all the coal under said tract of land as per deed of John Jams to Mary J. Evans.

EXCEPTING AND RESERVING that portion of the said premises consisting of 0.46 acres as conveyed to the City of DuBois by deed dated February 14, 1956 recorded April 2, 1956 in Clearfield County Deed Book 449, page 339.

BEING the same premises Georgia Price Ellinger, et al conveyed to Robert D. Mauthe and Tammy L. Mauthe, husband and wife, by Deed dated August 17, 2001 and recorded at the Clearfield County Courthouse October 26, 2001 as Instrument #200117213.
