

02-941-CD  
Drew Rowles vs Lezzer Lumber Co Inc

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02-941-CD  
DREW D. ROWLES et ux -vs- LEZER LUMBER CO., INC.

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

DREW D. ROWLES & CARLY D. :  
ROWLES :  
husband and wife, :  
Owners : No. 2002- 941-C2

A N D :  
LEZZER LUMBER CO., INC. :  
Supplier/Contractor :  
:

**FILED**

JUN 13 2002

William A. Shaw  
Prothonotary

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 13<sup>th</sup> day of June, 2002, entered into a Contract with DREW D. ROWLES and CARLY D. ROWLES, husband and wife, of R.R. 3, Box 50A, Clearfield, Pennsylvania, to supply materials for the construction of a dwelling house on premises situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the supply of materials for the construction of said dwelling by 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 it in the construction of said dwelling under its Contract to furnish the materials in and about the aforesaid work; and for the undersigned, itself, its successors 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 under the said Contract for the construction of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

To give owner full power and authority to protect itself, the property, the estate, or title of owner therein, and the appurtenances thereto, against any and all liens filed by supplier/contractor or anyone acting under or through it in violation of the foregoing covenant, supplier/contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of supplier/contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and supplier/contractor, for itself and for them, hereby remises, releases and quitclaims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under supplier/contractor shall so file a lien in violation of the foregoing covenant, owner may not exercise its rights under this Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by supplier/contractor.

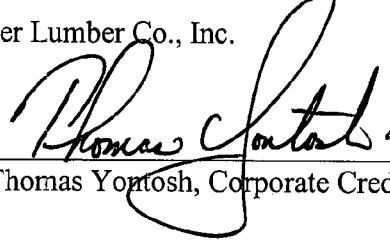
IN WITNESS WHEREOF, contractor/supplier as executed this instrument as of the day and year first above written.

Attest:



Lezzer Lumber Co., Inc.

By:

  
Thomas Yontosh

Corporate Credit Mgr.

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

BEGINNING in the center of Township Road 581 at southern most corner of Harry D. Rowles land; thence along Ellen Henry land N 40° W 133 feet; thence by residue of Harry D. Rowles land N 47° E 330 feet and S 40° E 133 feet; thence along center of Township Road 581 S 47° W 330 feet to the place of beginning. Containing .09 acres more or less.

EXCEPTING and RESERVING out of and from said conveyed premises all the coal and other minerals together with mining rights and privileges as reserved in prior deeds.

BEING the same premises conveyed to Drew D. Rowles by deed dated February 16, 1996, recorded in Clearfield County Record Volume 1737, Page 116.

EXHIBIT "A"

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JUN 13 2002

cc

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a/c  
William A. Shaw  
Prothonotary