

02-991-CD

Randy Liddle al vs Richard E. Powers al

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RANDY LIDDLE et al -vs- RICHARD E. POWERS CONSTRUCTION

FILED

JUN 20 2002

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William A. Shaw
Prothonotary

WAIVER OF MECHANIC'S LIEN

2002-991-CD

WHEREAS, RANDY LIDDLE and MARILYN LIDDLE, Owners, of 412 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania, entered into a contract with RICHARD E. POWERS CONSTRUCTION, Contractor, of RR #2, Box 508, DuBois, Clearfield County, Pennsylvania, to provide materials and perform labor necessary for construction upon a parcel of ground located at Lot #5, Highland Street Extension, RR #2, DuBois, Sandy Township, Clearfield County, Pennsylvania, more fully bounded and described as follows:

ALL that certain parcel of land situate in the Township of Sandy, County of Clearfield, State of Pennsylvania, bounded and described as follows:

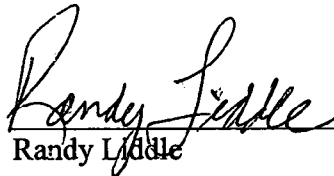
Beginning at an iron pin, said iron pin being on the western Right of Way of State Route No. 4009, thence leaving State Route 4009 and along Janell and James Reay N 71° 47' 07" W 400.00' to an Iron Pin, thence along Lot No. 4 of the Richard and June Powers Subdivision N 27° 47' 07" E 286.97' to an Iron Pin in the southern Right of Way of State Route 4009, thence along State Route 4009 S 55° 32' 15" E 97.98' to an Iron Pin, thence continuing along the same by a curve to the left having a radius of 207.99' and a chord length of 13.44' to an Iron Pin, thence still along the same S 59° 14' 16" E 156.41' to an Iron Pin; thence still along the same by a curve to the right and having a radius of 80.40' and a chord length of 87.72' to an Iron Pin, thence continuing by the same State Route S 6° 53' 18" W 158.64' to an Iron Pin and Place of Beginning. Containing 1.974 Acres and being shown as Lot #3 of the Richard E. and June A. Powers subdivision.

BEING the same premises which were conveyed to Randy Liddle and Marilyn Liddle by Deed of Richard E. Powers and June A. Powers dated August 6, 2001, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 200113387.


NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of said contract and for the consideration therein set forth, that neither the undersigned contractor, any subcontractor, materialman, nor any other person furnishing labor or materials to said contractor under this contract shall file a lien, commonly called a mechanic's lien, for the work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary within ten (10) days after date in accordance with the requirements of Act of Assembly of Pennsylvania, in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this 20th day of June, 2002.

 (SEAL)
Randy Liddle

 (SEAL)
Marilyn Liddle

 (SEAL)
Richard E. Powers, d/b/a
Richard E. Powers Construction