

02-1047-CD
JEFFREY L. REITZ et al -vs- DONALD BEVERIDGE GENERAL CONTRACTOR

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

JEFFREY L. REITZ and CARLA J. REITZ :
husband and wife, :

Owners :

No. 2002- 1047 - CD

A N D

DONALD BEVERIDGE GENERAL
CONTRACTOR

Contractor

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 19th day of May, 2002 , entered into a Contract with Jeffrey L. Reitz and Carla J. Reitz, husband and wife, of P.O. Box 94, Morrisdale, Pennsylvania, for the construction of a dwelling house on premises situate in Graham 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 construction of 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 construction 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 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 contractor or anyone acting under or through it in violation of the foregoing covenant, 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

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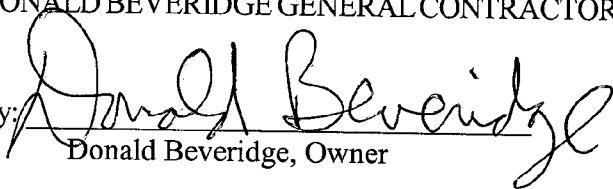
William A. Shaw
Prothonotary

name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of 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 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 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 contractor.

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

Witness

DONALD BEVERIDGE GENERAL CONTRACTOR

By: 
Donald Beveridge, Owner

REITZ PROPERTY DESCRIPTION

ALL that certain lot or piece of ground situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the northerly line of lands now or formerly of Darl L. and Sally J. Williams and the southeasterly corner of Lot 1 of the Sunset Acres Subdivision as recorded in Map File 1656 in the Clearfield County recorder of Deeds Office; thence from said point of beginning and along Lot 1 North 22 degrees 23 minutes 08 seconds East a distance of 785.94 feet to an iron pin on the southerly line of Lot 7; thence along Lots 7 and 6 North 83 degrees 05 minutes 35 seconds East a distance of 345.45 feet to an iron pin on the southwesterly-most corner of Lot 12 and northwesterly corner of Lot 3; thence along Lot 3 South 06 degrees 38 minutes 48 seconds West a distance of 840.28 feet to an iron pin on the northerly line of lands of said Williams; thence along the lands of Williams North 83 degrees 03 minutes 20 seconds West a distance of 549.02 feet to the point and place of beginning. Containing 8.013 acres.

BEING the same premises conveyed to Jeffrey L. Reitz and Carla J. Reitz by deed dated September 1, 1999, recorded as Clearfield County Instrument #199916103.

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William A. Shaw
Prothonotary

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