

02-1334-CD
CHERRY CORNER COMMUNITY CHURCH -vs- CHERRY CORNER COMMUNITY
CHURCH

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

CHERRY CORNER COMMUNITY CHURCH,	*
Owner	*
-vs-	*
CHERRY CORNER COMMUNITY CHURCH	*
Contractor	*

Type of Pleading:
WAIVER OF MECHANICS LIEN

Filed on behalf of:
OWNER: Cherry Corner Community
Church

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
(814) 765-9611

FILED

AUG 27 2002

William A. Shaw
Prothonotary

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

CHERRY CORNER COMMUNITY	*
CHURCH,	
Owner	*
-vs-	
CHERRY CORNER COMMUNITY	*
CHURCH	
Contractor	*

WAIVER OF MECHANICS LIEN

WHEREAS, CHERRY CORNER COMMUNITY CHURCH (hereinafter "OWNER") of R. R. 2, Curwensville, Pa., 16833 has entered into a contract with Cherry Corner Community Church, of R. R. 2, Curwensville, Pa. 16833 (hereinafter "CONTRACTOR"), to perform the labor and materials necessary for building construction or repair and improvement to that certain property in Greenwood Township, Clearfield County, and being more particularly described in Deed from Thomas Straw, et al., dated December 28, 1976, as recorded on February 3, 1977, with the Recorder of Deeds in and for Clearfield County at Deed Book Volume 733, Page 288 AND Deed from Curtis J. Barrett, et ux., dated September 21, 1971, as recorded on April 28, 1972, with the Recorder of Deeds in and for Clearfield County at Deed Book Volume 594, Page 015. 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 27th day of August, 2002.

CONTRACTOR:

Cherry Corner Community Church

ATTEST:

Gregory Park
Gregory Parks, Secretary

George W. Solley
George Solley, Pastor

Gary J. Michaels
Gary Michaels, Treasurer

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

On this, the 27th day of August, 2002, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared George W. Solley, who acknowledged himself to be the Pastor of Cherry Corner Community Church; Gary Michaels, who acknowledged himself to be the Treasurer of Cherry Corner Community Church; and Gregory Parks, who acknowledged himself to be the Secretary of Cherry Corner Community Church, and that as such, they, being authorized by the Board of Cherry Community Church to do so, executed the foregoing Waiver of Mechanics Lien for the purpose contained by signing their names thereon as such.

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

Shaune Wisor

Notary Public

Notarial Seal

Shaune Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 24, 2003

Member, Pennsylvania Association of Notaries

ALL those two parcels of land situated in the Township of Greenwood, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a post on road leading from J.A. Rowles to John W. Bells, South 32° East 16 perches to a post; thence south 58° West 10 perches to a post; thence North 32° west 16 perches to a post; thence along public road North 58° East 10 perches to place of beginning. Containing one acre net. Being a part of a larger trace of land for which a patent was granted to John A. Rowles and others bearing date of May 3, 1870 and by sundry deeds and conveyances in law, part thereof became vested in Martin Watts, and therefore being made to the records of Clearfield County and more fully and at length will appear.

BEING the same premises as were sold and conveyed unto the Mortgagor herein by deed of Thomas Straw et. al. dated December 28, 1976 and recorded in Clearfield County in Deed Book Volume 733, at page 288.

THE SECOND THEREOF

BEGINNING at an iron pin, said iron pin being the Northeast corner of the present Church property, and said iron pin being located on the Northern right-of-way line of Township Road T-420; thence in a Northerly direction fifty-eight (58°) degrees 00' minutes East sixty-two and fifty-hundredths (62.50) feet to an iron pin; thence along the remaining lands of Curtis J. Barrett, South thirty-two (32°) degrees 00' minutes East two hundred sixty-four (264) feet to an iron pin; thence continuing along Curtis J. Barrett lands, South fifty-eight (58°) degrees 00' minutes West sixty-two and fifty hundredths (62.50) feet to an iron pin, said iron pin being the Southeast corner of the present Church property; thence along the present Church property North thirty-two (32°) degrees 00' minutes West two hundred sixty-four (264) feet to the iron pin and place of beginning. Containing three hundred seventy-nine thousandths (.379) of an acre. A survey plot of said land is outlined in red, attached to deed, and made a part of the original deed.

EXCEPTING AND RESERVING the coal under and upon the previously described tract of land with the usual reservaton, mining and removal rights as set forth in the prior chain of title.

BEING the same premises as were sold and conveyed unto the Mortgagor herein by deed of Curtis J. Barrett and Henrietta B. Barrett, husband and wife, of Greenwood Township, Clearfield County, Pennsylvania, as dated September 21, 1971, and recorded in Clearfield county in Deed Book Volume 594, page 015.

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CHERRY CORNER COMMUNITY CHURCH,
Owner

-VS-

CHERRY CORNER COMMUNITY CHURCH,
Contractor

WAIVER OF MECHANICS LIEN
Docket No.

ALL R/FILED *Recd*
11:49 AM
William A. Shaw
Prothonotary

Recd
11:49 AM
William A. Shaw
Prothonotary

4 cc to City

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