

02-1342-CD
JEROME MICK et al -vs- SHIMMEL'S CONTRACTING

JEROME MICK and LISA I MICK

Owner

, Pennsylvania

SHIMMEL'S CONTRACTING

Contractor

Docket Number @

Term 20@

Page Number @

02-1342-00

Whereas Shimmel's Contracting ("Contractor") of 2038 Ginter Morann Hwy, Ginter, PA 16651 has entered into a contract with Jerome Mick and Lisa I Mick ("Owner") of RR1, Box 401A, Houtzdale, PA 16651, for the erection or construction of a SINGLE FAMILY DWELLING upon the lot of ground known as RR1, Box 401A, Houtzdale, PA 16651, Clearfield County, Pennsylvania, described in Exhibit "A" hereof, of which Jerome Mick and Lisa I Mick are the title holder of record; and

Whereas, it is the intention of Owner and Contractor that neither said lot of ground nor the improvements erected or to be erected thereon shall be subject to a lien for debts due Owner to Contractor or by Contractor to any subcontractor for labor or materials furnished in the said erection or construction, and that the right of anyone to claim any such lien be waived hereby.

Now, This Agreement Witnesseth: That Contractor, for and in consideration of the contract aforesaid and the considerations mentioned thereunder, as well as the further consideration of One Dollar (\$1.00) to it in hand paid by the Owner at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby covenant, promise and agree, for Contractor and any and all subcontractors, materialmen, laborers and parties acting for, through or under Contractor, that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the building, improvements, lot of ground or any part hereof, or the curtilage or curtilages appurtenant thereto by anyone, and that all subcontractors, materialmen and laborers shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done.

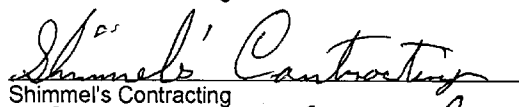
And this agreement, waiving the right of lien by anyone, shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the building as well as to any work and labor done and materials furnished under the contract aforesaid.

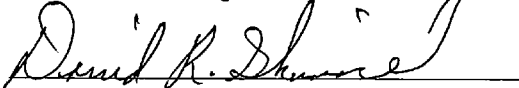
And, in order to give the Owner full power and authority to protect Owner and the building, improvements and lot of ground, against any and all claims filed by Contractor or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for Contractor in any of the said Courts of Common Pleas as attorney for Contractor and in Contractor's name, mark satisfied of record at the cost and expense of the Contractor, or of any subcontractor or materialman, any and all claims or claim, liens or lien, filed by or for the Contractor, or any subcontractor or materialman, or in the name of any one or more of them against the building, improvements, lot of ground or any part thereof, and, for such act or acts, this shall be good and sufficient warrant and authority, and a reference to the Court, Term and Number in which this instrument shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release, and quit claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction of in anywise touching or concerning the same.

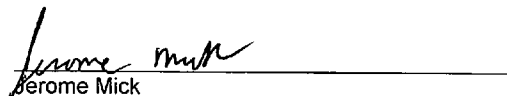
Witness our hands and seals the day and year aforesaid.

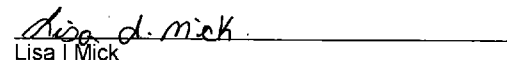
Signed and sealed in the presence of:

Shimmel's Contracting


Shimmel's Contracting


David R. Shimmel


Jerome Mick


Lisa I Mick

FILED

AUG 28 2002

0111351 Allegheny Real Estate
William A. Shaw
Prothonotary
p & 20.00
LROC

ALL those two (2) certain pieces, parcels or tracts of land situate, lying and being in the Township of Bigler, in the County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post near corner or lot now or formerly of Frank Grossman, formerly conveyed to Andrew Hurtuk late of Fred Ruel, South 30 degrees 30 minutes East, one hundred thirty-seven (137) feet to a post; thence along land now or formerly of Reading, Richey & Wallace South 15 degrees 15 minutes East, three hundred fifty-five (355) feet to a post; thence along same land South 45 degrees East one hundred (100) feet to a post; thence along same land North 66 degrees East two hundred eighty-nine and five tenths (289.5) feet to a post; thence along same land North 45 degrees 15 minutes West, two hundred sixty-five (265) feet to a post; thence along game land North 42 degrees West, three hundred ninety-four (394) feet to a post; thence along same land South 85 degrees 30 minutes West, forty-three (43) feet to a post; thence along alley left open by Frank Grossman and on his land to accommodate party adjoining him, South 1 degree 30 seconds East, fifty-nine (59) feet to post and place of BEGINNING. Containing two and thirty-five hundredths (2.35) acres.

THE SECOND THEREOF: BEGINNING at a post along alley, thence along land now or formerly of Reading, Richey & Wallace, North 68 degrees East, one hundred eighty-seven and seven tenths (187.7) feet to a post; thence along same land South 7 degrees 30 minutes East, one hundred sixty-five and eight tenths (165.8) feet to a post; thence along same land South 74 degrees West, eighty-two (82) feet to a post; thence along alley North 58 degrees West forty-three (43) feet to a post; thence along same alley North 41 degrees West, one hundred twenty-four and five tenths (124.5) feet to a post and the place of BEGINNING. Containing seventy-five hundredths (.75) acre.

The above described two parcels of land consisting of some three and one-tenth (3.1) acres.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

Tax Parcel No. I03-L13-000-53.