

02-1346-CD
JOHN PAUL FONTANELLA, etal. vs. JEFF DICK HOME SALES

**JOHN PAUL FONTANELLA
and BRENDA SUE
FONTANELLA, HUSBAND
AND WIFE**

Owner

In the Court of Common Pleas, County of

Clearfield

Docket Number 2002-1346-0 Term 19

**JEFF DICK HOME SALES,
INC.**

Contractor

Page Number

FILED

AUG 28 2002

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William A. Shaw

Prothonotary

Clearfield, Pennsylvania

Whereas, Jeff Dick Home Sales, Inc. ("Contractor") of 1063 Old Route 220 South, Duncansville, Pa 16635 has entered into a contract with JOHN PAUL FONTANELLA and BRENDA SUE FONTANELLA, HUSBAND AND WIFE ("Owner") of RR#1, BOX 831 LIBERTY STREET, COALPORT, PA 16627 for the erection or construction of a SINGLE FAMILY DWELLING upon the lot of ground known as RR#1, BOX 831 LIBERTY STREET, COALPORT, PA 16627, Clearfield, PENNSYLVANIA described in Exhibit "A" hereof, of which JOHN PAUL FONTANELLA and BRENDA SUE FONTANELLA, HUSBAND AND WIFE is 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.

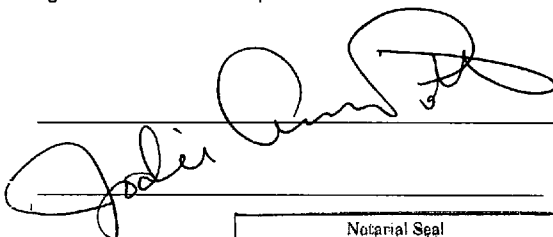
Now, This Agreement Witnesseth: That Contractor, for and in consideration of the contract aforesaid and the considerations mentioned thereunder, as well as the further consideration of One Dollar (\$1.00) to it in hand paid by the Owner at or before the sealing and delivery of these presents, the receipt 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 hand and seal the day and year aforesaid.

Signed and sealed in the presence of:



Notarial Seal
Jodie Anne Potter Notary Public
Greenfield Twp. Blair County
My Commission Expires May 17 2003

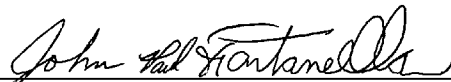
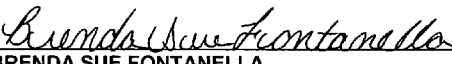


JOHN PAUL FONTANELLA

BRENDA SUE FONTANELLA

JEFF DICK HOME SALES, INC.

Exhibit "A"

ALL that certain parcel of land situate in the Village of Blain City, Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, being more fully bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ inch rebar found at the Southeast corner of Lot 98 owned by Edmond M. and Kathleen Ann McGarvey, as was conveyed to them in Deed Book 1301, Page 123, on the Western right-of-way of Liberty Street, said rebar being the Northeast corner of Lot 99 and the land herein conveyed and running; thence South nine (9) degrees (0) zero minutes (0) zero seconds East for a distance of ten and zero hundredths (10.00) feet along the Western side of Liberty Street to a point and corner of land now or formerly of Genevieve Martel as was conveyed to here in Deed Book 603, Page 294; thence South eighty-one (81) degrees zero (0) minutes zero (0) seconds West for a distance of two hundred and zero hundredths (200.00) feet along land now or formerly of Genevieve Martel to a point on the Eastern side of a 20-foot unopened alley; thence North nine (9) degrees zero (0) minutes zero (0) seconds West for a distance of ten and zero hundredths (10.00) feet along the Eastern side of a 20-foot unopened alley to a $\frac{3}{4}$ inch rebar set at the Southwest corner of land now or formerly of Edmond M. and Kathleen Ann McGarvey; thence North eighty-one (81) degrees zero (0) minutes zero (0) seconds East for a distance of two hundred and zero hundredths (200.00) feet along land now or formerly of Edmond M. and Kathleen Ann McGarvey to a $\frac{3}{4}$ inch rebar found and place of BEGINNING. Said property contains 2,000 square feet and being the Northern portion of Lot 99 of the Shaw & Dotts Map of Blain City, as recorded in Miscellaneous Book 52, Page 47, as shown on map prepared by Curry and Associates dated June 12, 1996.

PARCEL TWO: BEGINNING at a point ten (10) feet East of the Northwest corner of Lot No. 99; thence in an Easterly direction fifty (50) feet by Liberty Street to a point which is the Northeast corner of Lot No. 99; thence in a Southerly direction two hundred (200) feet along Chestnut Street to a point which is the Southeast corner of Lot No. 99; thence fifty (50) feet in a Westerly direction along an alley to a point ten (10) feet East of the Southwest corner of Lot No. 99; thence in a Northerly direction two hundred (200) feet to point and place of BEGINNING. BEING a portion of Lot No. 99.

Tax parcel No. 101-H17-418.25.

PARCEL NUMBER TWO BEING MORE ACCURATELY DESCRIBED AS FOLLOWS: Beginning at a point ten (10) feet South the Northeast corner of Lot No. 99; thence in an Southerly direction fifty (50) feet by Liberty Street to a point which is the Southeast corner of Lot No. 99; thence in a Westerly direction two hundred (200) feet along Chestnut Street to a point which is the Southwest corner of Lot No. 99; thence fifty (50) feet in a Northerly direction along an alley to a point ten (10) feet South of the Northwest corner of Lot No. 99; thence in a Easterly direction two hundred (200) feet to point and place of BEGINNING. BEING a portion of Lot No. 99.