

02-1405-CD  
JERRY L. BLOOM -vs- TIMOTHY BEMBENIC

02-1405-00

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 9 day of September, 2002, by and between **JERRY L. BLOOM**, of P.O. Box 93, Grampian, Pennsylvania 16838, hereinafter "Owner" and **TIMOTHY BEMBENIC**, hereinafter "Contractor", of 113 Wilson Avenue, DuBois, PA 15801, DuBois, Pennsylvania 15801.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain tract of land designated as 711 and 713 West Long Avenue, DuBois, Pennsylvania recorded in the Recorder of Deeds Office.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

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4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

Megan Rice

Owner

Jerry S Bloom (Seal)  
Jerry L Bloom

Witness:

Megan Rice

Contractor

Timothy J Bembenic (Seal)  
Timothy Bembenic

Exhibit "A"  
Jerry L. Bloom  
711      West Long Avenue, DuBois, PA 15801

ALL that certain lot or piece of land situate, lying and being in the Borough (now City) of DuBois, County of Clearfield and State of Pennsylvania, known in John Rumbarger's Addition to said DuBois Borough (now City) as part of Lot No. 235, and bounded and described as follows, to wit:

BEGINNING at a post at the Northeast corner of this lot, said post being located 75 feet in a northwesterly direction from the intersection of West Long Avenue and Chestnut Street; thence along West Long Avenue in a northwesterly direction 35 feet, more or less, to a post at the corner of lands now or formerly of Stanley A.. Kulbacki and Margaret Kulbacki; thence in a southwesterly direction along the line of lands now or formerly of said Kulbacki, 100.6 feet, more or less, to a post on Miner's Alley; thence along Miner's Alley in a southeasterly direction 35 feet, more or less, to a post at the southeast corner of this lot; thence in a northeasterly direction 100.6 feet, more or less, to a post on West Long Avenue and the place of beginning.

BEING the same premises which were conveyed to Stanley M. Kulbacki and Florence A. Kulbacki, husband and wife, by deed of Margaret Kulbacki, widow, dated October 9, 1997, recorded October 14, 1997, in Clearfield County Deeds & Records Book 1879, page 289.

Exhibit "B"  
Jerry L. Bloom  
713 West Long Avenue, DuBois, PA 15801

ALL that certain piece, parcel or tract of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at corner of lot now or formerly of Mrs. M. Jackson and Evergreen Street, now West Long Avenue; thence by Evergreen Street, now West Long Avenue, in an Easterly direction thirty-five (35) feet to a post at corner of property now or formerly of Katie Tawrell; thence by lot of which this is a part, in a Southerly direction and along the line of land now or formerly of Katie Tawrell Estate one hundred ten (110) feet, more or less, to a post at Miner's Alley; thence Westerly by line of said Miner's Alley thirty-five (35) feet to a post at lot now or formerly of Mrs. M. Jackson; thence Northerly by line of lot now or formerly of Mrs. M. Jackson, one hundred ten (110) feet, more or less, to a post at West Long Avenue and the place of beginning. Having thereon erected a two-story frame single dwelling house known as No. 713 West Long Avenue.

BEING the same premises known as The Second Thereof as conveyed to Stanley A. Kulbacki and Margaret M. Kulbacki, husband and wife, by deed of Helen L. Drass, et vir, et al, dated July 24, 1948, recorded July 28, 1948, in Clearfield County Deed Book 391, page 579. The said Stanley A. Kulbacki died September 20, 1997, and title to the said premises vested in his widow, Margaret Kulbacki, by operation of law. The said Margaret Kulbacki died intestate March 10, 2001, and Letters of Administration were issued to Stanley M. Kulbacki on April 20, 2001, by the Register of Wills of Clearfield County, Pennsylvania.