

02-1426-C.D
Jack Anderson vs Edgewood Discount
Home

02

02-1426-CD

JACK W. ANDERSON, et al. vs. EDGEWOOD DISCOUNT HOME SALES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONJACK W. ANDERSON and RHODA
M. ANDERSON, husband and wife,
Owners

No. 02-1426-C

A
N
DPENNSYLVANIA
CLEARFIELD COUNTYEDGEWOOD DISCOUNT HOME SALES,
Contractor

SEP 13 2002

William A. Shaw
ProthonotaryWAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 17th day of August, 2002, entered into a Contract with JACK W. ANDERSON and RHODA M. ANDERSON, husband and wife, of P.O. Box 156, Grampian, Pennsylvania, 16838, for the construction of a dwelling house on premises situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

Item No. 1

ALL those two (2) pieces or parcels of land situate in Penn Township, Clearfield County, Pennsylvania and being more particularly bounded and described in accordance with a survey thereof by David J. Thorp, PLS, No. SU-37822-E, dated November 20, 2000 as follows:

THE FIRST THEREOF:

BEGINNING at a 3/4 inch rebar set on the eastern line of Laverna Jean and George F. London, as was conveyed by Instrument Number 199903467, said rebar being at the western corner of Lot 1 of the above referenced subdivision, said rebar being the northern most corner of the land herein conveyed and running:

thence South 66 degrees 03 minutes 00 seconds East a distance of 266.18 feet, along Lot 1 to a point and corner of Lot 4 of the above referenced subdivision; thence South 27 degrees 02 minutes 02 seconds West a distance of 175.00 feet, along Lot 4 to a point and corner of Lot 4; thence North 66 degrees 03 minutes 00 seconds West a distance of 372.72 feet through land of the Grantor to a $\frac{3}{4}$ inch rebar set on the

eastern line of Laverna Jean and George F. London; thence North 57 degrees 30 minutes 54 seconds East a distance of 209.71 feet, along Laverna Jean and George F. London to a $\frac{3}{4}$ inch rebar set and place of beginning.

CONTAINING 1.282 acres and BEING Lot 3 of the Spencer Land Company/Andrew C. and Margaretta L. Anderson Subdivision filed in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200110014 Map File Number 2334. Also being a portion of a larger tract conveyed to Spencer Land Company, Grantors herein by Deed recorded in Clearfield County Deed Book 1014 at page 103.

THE SECOND THEREOF:

BEGINNING at a 2 inch iron pipe found in concrete at the southwest corner of land conveyed to Andrew C. and Margaretta L. Anderson by Deed Book 539, page 600, said pipe being at the southeast corner of other lands conveyed to Andrew C. and Margaretta L. Anderson by Deed Book 1009, page 103, said pipe being the northern most corner of Darrell Glenn and Amelia Lee Anderson, as was conveyed to them by Instrument Number 200002103, said pipe being also the eastern most corner of the land herein conveyed and running:

thence South 27 degrees 02 minutes 02 seconds West a distance of 175.00 feet along Darrell Glenn and Amelia Lee Anderson to an existing $\frac{3}{4}$ inch rebar; thence North 66 degrees 03 minutes 00 seconds West a distance of 498.55 feet through lands of the Grantor to a point at the southern most corner of Lot 3 of the above referenced subdivision; thence North 27 degrees 02 minutes 02 seconds East a distance of 175.00 feet along Lot 3 to a point on the southern line of Lot 1 of the above referenced subdivision; thence South 66 degrees 03 minutes 00 seconds East a distance of 498.55 feet along Lot 1 and along Andrew C. and Margaretta L. Anderson to a 2 inch iron pipe found in concrete and place of beginning.

CONTAINING 2.00 acres and being Lot 4 of the Spencer Land Company/Andrew C. and Margaretta L. Anderson Subdivision filed in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200110014 Map File Number 2334. Also being a portion of a larger tract conveyed to Spencer Land Company, Grantors herein by Deed recorded in Clearfield County Deed Book 1014 at page 103.

ALSO granting and conveying unto the Grantees, their heirs and assigns forever, the full, free liberty and exclusive right at all times hereafter forever, to have and use an easement and right of way from the terminus of Township Road T-468, also known as Anderson Road, to Lot No. 4 conveyed herein for the purposes of full and free access to Lot 3 and Lot 4. A portion of the easement was previously excepted and reserved from a conveyance by the Grantor's predecessors in title in that deed dated July 27, 1968 and appearing of record in the Office of the Recorder of Deeds of Clearfield County in Deed and Record Volume 539, page 600 and devolved to the Grantor. A portion of the easement was excepted and reserved by Grantor in a previous conveyance to Cleon B. Mullins, Jr. and Catherine A. Mullins, husband and

wife. The easement conveyed hereby is shown on the map of the Spencer Land Company/Andrew C. and Margaretta L. Anderson Subdivision filed in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200110014, Map File No. 2334.

BEING the same premises conveyed to Jack W. Anderson and Rhoda M. Anderson (erroneously shown as Rhoda W. Anderson) by Deed of Spencer Land Company dated December 11, 2001 and recorded December 18, 2001 in the Office of the Recorder of Deeds of Clearfield County as Instrument number 200120286.

Item No. 2

ALL that piece or parcel of land situate in Penn Township, Clearfield County, Pennsylvania and being more particularly bounded and described in accordance with a survey thereof by David J. Thorp, PLS, No. SU-37822-E, dated November 20, 2000 as follows:

BEGINNING at a 3/4 inch rebar set on the southern line of Ernest L. and Donna J. Anderson, as was conveyed by deed book 531 page 243, said rebar being South 57 degrees 30 minutes 54 seconds West 243.43 feet from a 2 inch iron pipe found at a northeast of said Ernest L. and Donna J. Anderson, said rebar being the northern corner of the land herein conveyed and running:

thence South 03 degrees 03 minutes 16 seconds East a distance of 541.72 feet through lands of the Grantor to a 1/4 inch rebar set on the northern line of Lot 4 of the above referenced subdivision; thence North 66 degrees 03 minutes 00 seconds West a distance of 566.22 feet along Lot 4 and Lot 3 to a point on the southeastern line of Laverna Jean London and George F. London, as was conveyed by instrument number 199903467; thence North 57 degrees 30 minutes 54 seconds East a distance of 579.24 feet along Laverna Jean London and George F. London to a 1/4 inch rebar set and place of beginning.

CONTAINING 3.137 acres and BEING Lot 1 of the Spencer Land Company/Andrew C. and Margaretta L. Anderson Subdivision filed in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200110014, Map File Number 2334. Also being a portion of a larger tract conveyed to Andrew C. and Margaretta L. Anderson, Grantors herein by Deed recorded in Clearfield County Deed Book 1009 at page 103.

BEING the same premises conveyed to Jack W. Anderson and Rhoda M. Anderson (erroneously shown as Rhoda W. Anderson) by Deed of Andrew C. Anderson and Margaretta L. Anderson dated September 22, 2001 and recorded September 24, 2001 in the Office of the Recorder of Deeds of Clearfield County as Instrument number 200115166.

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.

ATTEST

Secretary

"Seal"

EDGEWOOD DISCOUNT HOME SALES

By:

President/Vice President

6/2:57 AM Atty Kesner
SEP 13 2002 pd. 20.00
MoCC
William A. Shaw
Prothonotary