

03-34-CD
JAMES C. WISCHUCK vs. KEVIN W. BLOOM, et al

RELEASE AND WAIVER OF RIGHT TO FILE MECHANICS' LIEN

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement was entered into between **JAMES C. WISCHUCK**, of Rockton, PA, (hereinafter referred to as "Contractor") and **KEVIN W. BLOOM and REBECCA L. BLOOM**, husband and wife, of 709 Beech Street, Curwensville, PA 16833, (hereinafter referred to as "Owners"), wherein the said Contractor undertook to furnish material and labor necessary for remodeling of a dwelling home in accordance with the aforementioned agreement on the premises described in "Exhibit A" attached hereto.

NOW THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of the sum of One (\$1.00) Dollar to him in hand paid by the said Owners, the receipt whereof is hereby acknowledged, and the further consideration mentioned and set forth in the Agreement as aforesaid, for himself and his subcontractors, and all parties acting through or under him, covenants and agrees that no mechanics' liens or claims shall be filed or maintained by him against the said home and lot of ground appurtenant thereto as hereinbefore described for or on account of any work done or materials furnished by him under said contract or otherwise for, toward in or about the remodeling of the said dwelling home as aforesaid; and the said Contractor, for himself and his subcontractors and others acting under him, hereby expressly releases and waives the right to have, file and maintain any mechanics' liens or claims against said home, the real estate hereinbefore described or appurtenances thereto or any of them, and agrees that this agreement releasing and waiving the right of lien shall be an independent covenant.

FILED

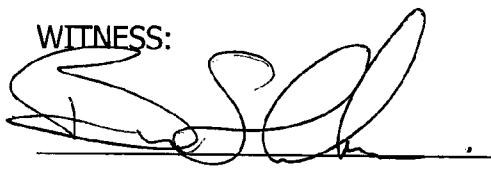
JAN 09 2003

William A. Shaw
Prothonotary

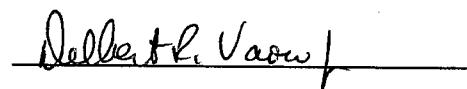
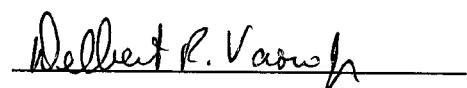
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

07 day of JANUARY, 2002³.

WITNESS:



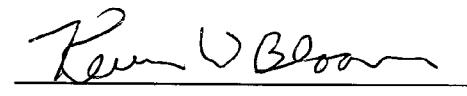
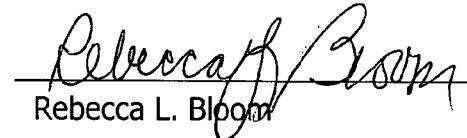
WITNESSES:


Delbert R. Vaow
Delbert R. Vaow

CONTRACTOR:

By: James C. Wischuck
James C. Wischuck

OWNERS:


Kevin W. Bloom
Kevin W. Bloom
Rebecca L. Bloom
Rebecca L. Bloom

"EXHIBIT A"

ALL those certain pieces or parcels of land situate in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

PARCEL ONE: BEGINNING at an iron pipe on the southwestern side of Beech Street, said pipe being South twenty-six (26) degrees thirty (30) minutes East ninety-five and three-tenths (95.3) feet from the southern corner of the intersection of Chestnut Street and Beech Street; thence by the southwestern side of Beech Street, South twenty-six (26) degrees thirty (30) minutes East ninety-five and three-tenths (95.3) feet to an iron pipe on a twenty-foot alley; thence by said alley, South sixty-three (63) degrees thirty (30) minutes West one hundred eighty and no tenths (180.0) feet to an iron pipe corner of Lot No. 230; thence by said Lot No. 230, North twenty-six (26) degrees thirty (30) minutes West ninety-five and three tenths (95.3) feet to an iron pipe corner of line of lot formerly of William Orr, Jr., now or formerly of Joseph J. Remavich; thence by said lot North sixty-three (63) degrees thirty (30) minutes East one hundred eighty and no tenths (180.0) feet to an iron pipe and place of beginning. Being parts of Lots Nos. 231, 232 and 233 in the Haley Lumber Company, Inc. plan of lots in the E. A. Irvin Addition to Curwensville Borough.

PARCEL TWO: BEGINNING at an iron pin in the southerly line of Chestnut Street, which said pin is one hundred eighty (180) feet distant from the intersection of said southerly line of Chestnut Street with the Westerly line of Beech Street; thence South twenty-three (23) degrees one (01) minute East, one hundred ninety and six (190.6) feet to an iron pin at an alley; thence South sixty-six (66) degrees fifty-nine (59) minutes West, sixty (60) feet to an iron pin in an alley; thence North twenty-three (23) degrees one (01) minute West along the Easterly line of said alley, one hundred ninety and six-tenths (190.6) feet to a pin on the southerly line of Chestnut Street where said alley intersects the same; thence North sixty-six (66) degrees fifty-nine (59) minutes East, sixty (60) feet to an iron pin and the place of beginning. Being known as Lot No. 230 in the Haley Lumber Company, Inc. plan of lots in the E. A. Irvin Addition to Curwensville Borough.

PARCEL THREE: BEGINNING at an iron pipe in the Southerly line of Chestnut Street at the corner of Lot No. 230; thence North sixty-three (63) degrees thirty (30) minutes East, thirty (30) feet to a point in the Southerly line of Chestnut Street; thence South twenty-six (26) degrees thirty (30) minutes East, ninety-five and three-tenths (95.3) feet to a point on line of land now or formerly of Thomas Tate; thence by said land now or formerly of Thomas Tate South sixty-three (63) degrees thirty (30) minutes West, thirty (30) feet to an iron pipe on line of Lot No. 230; thence by said Lot No. 230 North twenty-six (26) degrees thirty (30) minutes West ninety-five and three-tenths (95.3) feet to an iron pipe on the Southeastern side of Chestnut Street and the place of beginning. Being part of Lot 231 in the Haley Lumber Company, Inc. plan of lots in the E. A. Irvin Addition to Curwensville Borough.

FILED
Off 0 12:00 P.M. to Comptroller
JAN 09 2003

William A. Shaw
Prothonotary