

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PATRICK J. PALLO and  
MEGAN E. PALLO,  
husband and wife,  
Owners

vs.

HAUBERT HOMES, INC.,  
Contractor

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03-42-CD  
~~WAF~~

*WAIVER OF MECHANIC'S LIEN*

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 4th day of November, 2002, between PATRICK J. PALLO and MEGAN E. PALLO, husband and wife, with mailing address of 518 Park Avenue, Clearfield, Pennsylvania, 16830, hereinafter called "OWNERS", and HAUBERT HOMES, INC. with place of business at 73 Beaver Drive, DuBois, Pennsylvania 15801, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the construction of a commercial building on all that certain piece or parcel of land situate in Lawrence Township, Clearfield County, to which OWNERS took title by deed at Clearfield County Instrument Number 200217910, and more particularly described as follows:

**ALL that certain tract of land situated in Lawrence Township, Clearfield County, Pennsylvania, being bounded and described as follows:**

**FILED**

JAN 10 2003

William A. Shaw  
Prothonetary

**BEGINNING** at an iron pin, being a westerly corner of Lot No. 59 and lying in an easterly R/W line of Rocky Bend Road (50' R/W); thence along said R/W N 46° 04' 02" W, 83.73 feet to an iron pin; thence continuing along said R/W along a curve to the right, having a chord bearing of N 39° 56' 38" W, a chord distance of 48.00 feet, a radius of 225.00 feet, and an arc length of 48.09 feet to an iron pin, lying in an easterly line of said R/W and being a southerly corner of Lot No. 61; thence along said Lot N 58° 29' 18" E, 580.33 feet to an iron pin, being an easterly corner of said Lot and lying along the southerly edge of the West Branch of the Susquehanna River; thence along the West Branch of the Susquehanna River the following bearings and distances: S 44° 00' 24" E, 122.05 feet to an iron pin; thence along a curve to the left, having a chord bearing of S 44° 39' 15" E, a chord distance of 27.12 feet, a radius of 1200.00 feet, and an arc length of 27.12 feet to an iron pin, lying along the southerly edge of said River and being an easterly corner Lot No. 59; thence along said Lot S 60° 09' 27" W, 585.07 feet to an iron pin, being the place of beginning, containing 1.832 acres.

**BEING** known as Lot No. 60 on the River's Bend Subdivision Plan, Final Subdivision Plan, Phase 1 Overall Record Plan dated December 11, 2001 and recorded in the Office of the Register and Recorder for Clearfield County as Map File No. 2495.

NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have properly executed this Agreement the day and year first above written.

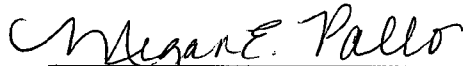
**OWNERS:**

**CONTRACTOR:**

HAUBERT HOMES, INC.

  
Patrick J. Pallo

  
Michael Peters, Manager

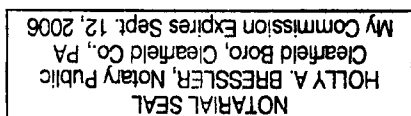
  
Megan E. Pallo


**AFFIDAVIT**

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared PATRICK J. PALLO and MEGAN E. PALLO, husband and wife, who being duly sworn according to law deposes and says that they are the Owners in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4<sup>th</sup> day of November, 2002.



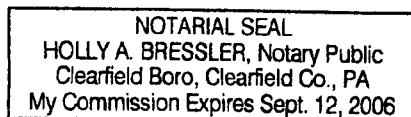
  
Notary Public

AFFIDAVIT

STATE OF PENNSYLVANIA :  
 :SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared MICHAEL PETERS, who being duly sworn according to law deposes and says that he is the manager of HAUBERT HOMES, INC. in the foregoing Waiver of Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4<sup>th</sup> day of November, 2002.



Holly A. Bressler  
Notary Public

Lap over margin

*SA*  
**FILED**  
*2/10/47*  
JAN 10 2003

William A. Shaw  
Prothonotary

*Ang Smith*  
*pd. 20.00*  
*No ce*

**PETER F. SMITH**  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PA. 16830