

03-87- CD
SHAWN BLOOM, ETAL, vs. HAUBERT HOMES

CONTRACTORS WAIVER OF LIENS

THIS AGREEMENT, made and entered into this _____ day of _____, 200____, by and between Shawn Bloom and Melissa Bloom, husband and wife, of Curwensville, Pennsylvania 15801, hereinafter "Owner" and Haubert Homes of HCR # 63 Box 46, Mifflintown, Pennsylvania 15801, herein "Contractor".

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 mechanic's lien or claim of and kind whatsoever shall be filed if maintained against the improvements or the estate or the estate or the title of the Owner in the Property or the cartilage or cartilages 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, or on credit thereof, and 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.

See Attached Exhibit" A"

2. 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 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 furnished under the Contract.
3. In the event Contractor consists of more than one person, firm or Corporation, the undertakinings 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.

(Seal) Contractor

(Seal) *James R. Brown*

(Seal) *William A. Shaw*

FILED
0/3:58 PM
JAN 21 2003
cc
Unlimited
William A. Shaw
Prethonyary pd. 20.00

Witness:

Witness:

Witness:

03-87-CD

CONTRACTORS WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 13 day of January, 2003, by and between Shawn Bloom and Melissa Bloom, husband and wife, of Curwensville, Pennsylvania 15801, hereinafter "Owner" and Haubert Homes of HCR # 63 Box 46, Mifflintown, Pennsylvania 15801, herein "Contractor".

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 mechanic's lien or claim of and kind whatsoever shall be filed if maintained against the improvements or the estate or the title of the Owner in the Property or the cartilage or cartilages 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, or on credit thereof, and 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.

See Attached Exhibit "A"

2. 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 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 furnished under the Contract.
3. 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:

Witness:

Witness:

(Seal)

(Seal)

(Seal)

Contractor

Witness hand and seal this 13 day of January, 2003.

Signed, Sealed, and Delivered in Presence of:

HAUBERT HOMES

By: Michael G. Peters

State of Pennsylvania
County of Clearfield :ss:

On this, the 13 day of January, 2003, before me, the undersigned officer, personally appeared Michael A. Peters, who acknowledged himself/herself to be the Div. Mgr. (title) of HAUBERT HOMES, and that he/she as such (title) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as (title).

In witness whereof, I have hereunto set my hand and official seal

My Commission Expires:

Notarial Seal
Melissa Tinker, Notary Public
Sandy Twp., Clearfield County
My Commission Expires June 2, 2003
Member, Pennsylvania Association of Notaries

Melissa Tinker
Notary Public