

03-426-CD
THOMAS L. TRUESDALE, ET AL. VS. DEVERS CONSTRUCTION,
ET AL

FILED

MAR 25 2003

CONTRACTOR'S WAIVER OF LIENS**William A. Shaw
Prothonotary**

THIS AGREEMENT made and entered into this 13th day of March, 2003, by and between **THOMAS L. TRUESDALE AND PENNY D. TRUESDALE**, husband and wife, of the City of Du Bois, Clearfield County, Pennsylvania, hereinafter "Owners" and **DEVERS CONSTRUCTION**, of Du Bois, Clearfield County, Pennsylvania, hereinafter "Contractor", and **GARY'S INC.**, of Falls Creek, Jefferson County, Pennsylvania, hereinafter "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 mechanics' 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' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the City of Du Bois, Clearfield County, Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

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.

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 work "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.

DEVERS CONSTRUCTION

BY

Contractor

GARY'S INC.

BY

Contractor

Thomas L. Truesdale

Thomas L. Truesdale, Owner

Penny D. Truesdale

Penny D. Truesdale, Owner

ALL that certain piece, parcel or lot of land lying and being situate in the Third Ward of the City of Du Bois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BOUNDED North by and Alley, East by Lots Nos. 671 page 672, South by Garfield Avenue and West by Lot No. 669, and being 60 feet wide more or less on the Avenue and the Alley, taking all the land between the above named adjoining lots on the East and West thereof, and 160 feet deep from the Avenue to the alley.

BEING known and numbered as a lot No. 670 in the John Du Bois Plan of Lots to the City of Du Bois.

EXCEPTING AND RESERVING ALL OTHER EXCEPTIONS AND RESERVATIONS AS MAY APPEAR IN PRIOR DEEDS OF CONVEYANCE.

BEING the same premises which became vested in the Mortgagors herein by deed of Thomas L. Truesdale, et al, dated March 12, 2003 and not yet recorded in Clearfield County but intended to be prior to the recording of this mortgage.

EXHIBIT "A"

FILED

E.D.H.
Atty Blankley
Pd. 20.00
MAR 25 2003
NO CC

William A. Shaw
Prothonotary