

03-523-CD
Cossick Const. vs. Timothy B. Whetstone, etal

MECHANIC'S LIEN WAIVER

Made this 7th day of April, 2003.

FROM JOSEPH TODD COSSICK, trading and doing business as COSSICK CONSTRUCTION, having an office at P.O. Box 277, Irvona, Pennsylvania 16656, hereinafter referred to as a "CONTRACTOR",

TO

TIMOTHY B. WHETSTONE and CANDACE D. WHETSTONE, husband and wife, of 67 Hemlock Street, Irvona, Pennsylvania 16656, "OWNERS".

FILED
APR 09 2003
0/11:13/13
William A. Shaw
Prothonotary

RECITALS:

1. CONTRACTOR has contracted with OWNERS by contract dated _____, 2003, referred to as ("CONTRACT") to provide all materials and perform all labor necessary for the construction of improvements and additions to a single family house located at 67 Hemlock Street, Irvona, Clearfield County, Pennsylvania 16656, the PROPERTY, which is described on the attached Schedule "A".
2. CSB BANK (hereinafter referred to as the "BANK"), has agreed and committed to provide a mortgage loan in the sum of FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) to OWNERS. This sum is to be advanced by BANK as required by OWNERS and/or as the remodeling work progresses.

MECHANIC'S LIEN WAIVER:

NOW THEREFORE, intending to be legally bound, it is stipulated and agreed to as follows:

1. CONTRACTOR, for itself and anyone else acting or claiming through or under it, for and in consideration of the CONTRACT and the considerations stated

within the CONTRACT, and intending to be legally bound by this MECHANIC'S LIEN WAIVER, does waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind shall be filed or maintained against the improvements or the estate or the title of the OWNERS, their heirs, successors or assigns, in the PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNERS, their heirs, successors, or assigns, by or in the name of the CONTRACTOR or any subcontractors, 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 or about the improvements or the PROPERTY or any part thereof, or on credit thereof, and that all subcontractors, materialmen, and laborers on the work shall look to and hold CONTRACTOR personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind against OWNERS, their heirs, successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the construction of the improvements on the house or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This agreement waiving the right of liens shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work to the construction of the improvements on the house as well as to any work and labor done and materials furnished under the CONTRACT.

3. In the event that a CONTRACTOR consists of more than one person, firm or corporation, the undertakings hereunder of such persons, firms or corporations shall be joint and several. For purposes of this MECHANIC'S LIEN WAIVER, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and the feminine, as the context may require.

4. In the event that any mechanic's lien or claims filed by a CONTRACTOR or any person, firm or corporation claiming under, through or against a CONTRACTOR, CONTRACTOR, for itself and all such persons, firms and corporations, irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

5. If a CONTRACTOR or any person, firm or corporation claiming under, through or against the a CONTRACTOR files a mechanic's lien, notwithstanding this waiver, OWNERS, their heirs, successors or assigns, and BANK, its successors and assigns shall each have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or

thereafter to become due to such CONTRACTOR, an amount sufficient to completely reimburse and indemnify OWNERS, their heirs, successors and assigns, BANK, its successors and assigns against all expenses and losses resulting from such liens. Such expenses and losses shall include, without limitation, any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien, and any damages or other losses resulting from such lien, all of which such CONTRACTOR agrees to pay. If any payment then due to such CONTRACTOR by OWNERS, is not sufficient to reimburse and indemnify OWNERS their heirs, successors or assigns, and BANK, its successors and assigns by way of off-set, such CONTRACTOR agrees to pay the amount of the difference to OWNERS, their heirs, successors or assigns, or BANK, its successors and assigns, as the case may be, upon demand.

6. CONTRACTOR agrees to release any and all liens for all work done, and materials and supplies of any kind that have been delivered or ordered, in connection with the construction of the improvements on the house and any right to file for such liens, which have or may have attached prior to the execution of this MECHANIC'S LIEN WAIVER.

7. In addition, CONTRACTOR further agrees that all provisions of this MECHANIC'S LIEN WAIVER shall apply to the release of any and all mechanic's, materialmen's and any and all other liens, and the right to file such liens, which have attached to the PROPERTY, buildings, or otherwise, prior to the execution of this MECHANIC'S LIEN WAIVER, as those provisions apply to the waiver of any and all mechanic's liens.

8. This agreement and stipulation is made and is intended to be filed with the Clearfield County Prothonotary within ten (10) days of the date of this MECHANIC'S LIEN WAIVER, in accordance with the authority granted by the ACT of August 24, 1963, P.L. 1175, SECTION 405, 49 P.S. SECTION 1402.

ALL that certain parcel of ground (Lot No. 584) situated in the Borough of Irvona, Clearfield County, Pennsylvania, bounded and described as follows: _____

BEGINNING at a post corner at the intersection of the right of way of what is now known as Hemlock Street (Shown as "Helman Street" on the Tax Assessment Map H16 for Irvona Borough, Clearfield County) and the Southerly line of property now or formerly of Andrew Elynich; thence, by the right-of-way of Hemlock Street in a Southeasterly direction, a distance of Forty-five (45') feet to a point and intersection of the right of way of Hemlock Street and the property line of land now or formerly titled to Mary J. Giles; thence in a Southwesterly direction along the property line of Mary J. Giles, a distance of One Hundred Eighty-five (185') feet to a post on an Alley; thence along right of way of said Alley, in a Northwesterly direction, a distance of Forty-five (45') feet to a post on the property line now or formerly of Andrew Elynich; thence, in a Northeasterly direction along property line now or formerly of Andrew Elynich, a distance of One Hundred Eighty-five (185') feet to the post corner and place of beginning. BEING marked as Lot 584 on the Plan of Irvona Borough; and shown as land parcel No. 27 on the Clearfield County Tax Assessment Map H16-352-00027. _____

This conveyance is subject to any and all exceptions, reservations, conditions, restrictions, rights-of-way and easements as fully as the same are contained in all prior deeds or instruments, or in any other manner touching or effecting the premises hereby conveyed. _____

A N D
ALL that certain lot or parcel of land situated in the Borough of Irvona, Clearfield County, Pennsylvania, marked and numbered on the plan of said Borough as Lot No. 583, and bounded and described as follows: On the North by Lot No. 584 in said plan; on the East by a street; on the South by another street; and on the West by an alley. _____

Having thereon erected a presently unoccupied frame house, and bearing Clearfield County Tax Assessment No. 11-H16-352-00028. _____

TOGETHER with the right to use in common with the current owners or occupants of the house and lot previously conveyed to James H. Giles, his heirs and assigns, by deed dated September 8, 1926, and recorded in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 279, at Page 291, the water from a spring now or formerly located on Lot No. 151 of the Plan of Wister and about One Hundred (100') feet Westwardly from the property above described and conveyed. _____

BEING the same premises as were granted and conveyed unto Elizabeth Giles Decker and Mary Ann Giles Thompson, who together with the joinder of her husband, Howard Thompson, are the Grantors herein, by quit-claim deed of L. Elizabeth Giles Decker, widow, et al, dated August 10, 1998, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1964, Page 582, on September 1, 1998. _____

CONTRACTOR:
JOSEPH TODD COSSICK,
t/d/b/a COSSICK CONSTRUCTION

Jo Ann Cassick
Witness

By: Joseph Todd Cossick (SEAL)
JOSEPH TODD COSSICK, Contractor

Witness

TIMOTHY B. WHETSTONE

_____(SEAL)

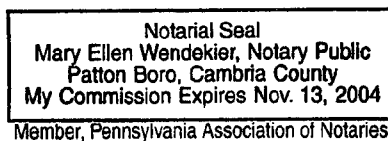
Witness CANDACE D. WHETSTONE (SEAL)

State of Pennsylvania |
County of Cambria |ss

In Witness Whereof, I hereunto set my hand and official seal.

(Seal)

Mary Ellen Wondolowski
Notary Public



IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered this MECHANIC'S LIEN WAIVER as of the date first written above.

CONTRACTOR:
JOSEPH TODD COSSICK,
t/d/b/a COSSICK CONSTRUCTION

Witness By: _____(SEAL)
JOSEPH TODD COSSICK, Contractor

OWNERS:

Raymond J. Wendt Timothy B. Whetstone (SEAL)
Witness TIMOTHY B. WHETSTONE
Raymond J. Wendt Candace D. Whetstone (SEAL)
Witness CANDACE D. WHETSTONE

ACKNOWLEDGMENT

State of Pennsylvania |
County of | ss

On this the _____ day of _____, 2003, before me, a notary public, the undersigned officer, personally appeared JOSEPH TODD COSSICK, t/d/b/a COSSICK CONSTRUCTION, known to me (or satisfactorily proven), who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he is authorized to execute the same by signing himself for the purposes contained therein.

In Witness Whereof, I hereunto set my hand and official seal.

(Seal)

Notary Public

ACKNOWLEDGMENT

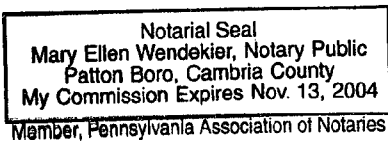
State of Pennsylvania |
|ss
County of Cambria |

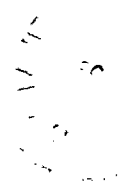
On this the 4th day of April, 2003, before me, a notary public, the undersigned officer, personally appeared TIMOTHY B. WHETSTONE and CANDACE D. WHETSTONE, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes contained therein.

In witness whereof, I hereunto set my hand official seal.

(Seal)


Notary Public





FILED

APR 09 2003

William A. Shaw
Prothonotary