

03-619-CD

CLINGER, ERNEST A. and LISA M.

and

BLACK'S HOME SALES

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

ERNEST A. CLINGER and LISA M.
CLINGER, husband and wife,
Owners

No. 03-619-CD

A-N-D

BLACK'S HOME SALES
Contractor

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, BLACK'S HOME SALES, of 118 Eagle Court Lane, Julian, PA 16844, on or about the 11th day of April, 2003, entered into a Contract with ERNEST A. CLINGER AND LISA M. CLINGER, husband and wife, of R.R. 4, Box 250, Philipsburg, PA, for construction and installation of a home on premises situate in Morris Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction and installation of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the construction and installation of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the construction and installation of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

To give owner full power and authority to protect itself, the property, the estate, or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for it, them or any of them, in any such Court, and in its or

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William A. Shaw
Prothonotary

their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and contractor, for itself and for them, hereby remises, releases and quitclaims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under contractor shall so file a lien in violation of the foregoing covenant, owner may not exercise its rights under this Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by contractor.

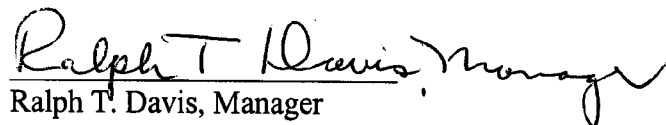
IN WITNESS WHEREOF, contractor has executed this instrument as of the day and year first above written.

BLACK'S HOME SALES

By:

Witness:



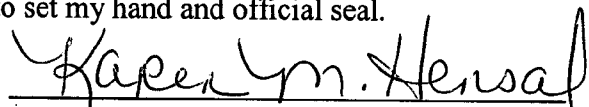

Ralph T. Davis, Manager

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Clearfield : SS.

On this, the 11th day of April, 2003, before me, the undersigned officer, personally appeared RALPH T. DAVIS, who acknowledged himself to be the Manger of BLACK'S HOME SALES, and that as such officer is authorized to execute this Instrument, and further acknowledged that he has done so for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(Notary Public)

Notarial Seal
Karen M. Hensal, Notary Public
Decatur Twp., Clearfield County
My Commission Expires Feb. 16, 2004
Member, Pennsylvania Association of Notaries

ALL that certain piece or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the northerly right-of-way line of State Route No. S.R. 2035 and marking the southwest corner of the herein described Lot No. 1 of the Walter B. Hirsch Subdivision, intended to be recorded, and also marking the southeast corner of lands now or formerly of Frederick and Lori Little (D.B. 849, Pg. 110, tax parcel No. R9-000-153); thence along said lands of Little N 28° 32' 00" E a distance of 314.15 feet to an iron pin marking a corner of said lands of Little, and also lands now or formerly of Gerald Reitz and Christina Bowman (D.B. 1986, Pg. 258, tax parcel No. R9-000-157), and also marking a corner of lands now or formerly of Jack L., Jr. and Denise K. Curley (Instr. No. 200109608, tax parcel No. R9-000-165); thence along said lands of Curley S 60° 45' 25" E a distance of 110.00 feet to an iron pin marking a corner of residual lands of Walter B. Hirsch (D.B. 1857, Pg. 304, tax parcel No. R9-548-09); thence along said residual lands of Hirsch S 28° 32' 00" W a distance of 306.60 feet to an iron pin located on line of lands now or formerly of Margaret Hirsch (D.B. 358, Pg. 56, tax parcel No. R9-548-04); thence along said lands of Margaret Hirsch North 82° 29 minutes 34 seconds West a distance of 26.09 feet to an iron pin located on the northerly right of way line of said S.R. 2035; thence along said right of way line N 59° 20' 53" W a distance of 85.70 feet to an iron pin marking the place of beginning.

CONTAINING 0.794 acres and being Lot No. 1 as shown on a plan prepared by Stephen W. Norfolk, P.L.S., entitled "Walter B. Hirsch Subdivision, Lot No. 1", dated September 20, 2002, and recorded in the Office of the Recorder of Deeds in Clearfield County to Map File No. 2656 and in Instrument #200218298, as amended February 21, 2003, and recorded in the Office of the Recorder of Deeds in Clearfield County as Instrument #200305170.

TOGETHER with an existing 10 foot wide driveway through lands of Margaret Hirsch and Walter B. Hirsch to the above-described Lot No. 1, and established by prolonged use.

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EXHIBIT "A"