

03-642-CD
HOWARD C. SHAFFER, ETAL vs. JAMES NEFF CONSTRUCTION

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

HOWARD C. SHAFFER and LORAIN
G. SHAFFER, husband and wife
Owners : No. 03-642-CD
A-N-D :
JAMES NEFF CONSTRUCTION :
Contractor :

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, JAMES NEFF CONSTRUCTION of 692 West Bridge Street, Westover, PA 16692; on or about the 16 day of April, 2003, entered into a Contract with HOWARD C. SHAFFER and LORAIN G. SHAFFER husband and wife, of 59 Hemlock Road, Clearfield, PA 16830, for the construction of a home on premises situate in Jordan 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 to appear as attorney for it, them or any of them, in any such Court, and in its or

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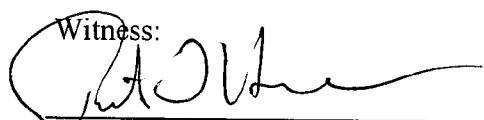
William A. Shaw
Fleming, Shaw & Associates

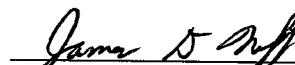
their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or 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.

JAMES NEFF CONSTRUCTION
By:

Witness:



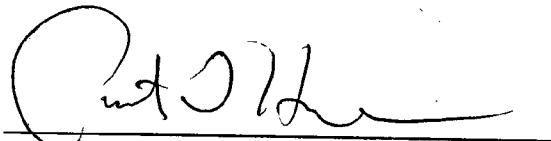

James D. Neff, Owner

COMMONWEALTH OF PENNSYLVANIA :

CAMBRIA : SS.
COUNTY OF CLEARFIELD :

On this, the 16th day of APRIL, 2003, before me, the undersigned officer, personally appeared JAMES D. NEFF, who acknowledged himself to be the Owner of JAMES NEFF CONSTRUCTION, and that as such executed 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.



NOTARIAL SEAL
Notary Public
Patrick D. James, Notary Public
Borough of Northern Cambria, County of Cambria
My Commission Expires Jan. 30, 2004

EXHIBIT A

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

BEGINNING at an iron pin on the northern right-of-way line of SR3022, and along land of Joseph A. and Blanche E. Kitchen N 40° 00' W 519.35' to an iron pin at the corner of Daniel Calvin and Betty Ellen Jordan; then North N 50° 00' E 874.50' along said Jordan land to an iron pin on line of land of J.M. and S. Clutter and gas line right-of-way, then S 40° 00' E 540.0' along gas line right-of-way to a point on the right-of-way of SR3022. Said point is witnessed by 30" oak tree, then in a southwestern direction 882.0" along the right-of-way line to an iron and place of beginning. Shown as Lot #2 on map prepared by Ernest W. Carns, Surveyor and dated December 1, 1998. Containing 10.23 Acres.

ERNEST W. CARNES

WITNESS
12/1/98