

03-774-CD

SIMPSON, T.C. and MARY A.

v

McCloskey Homes, Inc.

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 23RD day of May, 2003, by and between **T. C. SIMPSON AND MARY A. SIMPSON**, husband and wife, of Brockway, Pennsylvania, hereinafter "Owner", and **McCLOSKEY HOMES, INC.**, of DuBois, Clearfield 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

FILED

MAY 23 2003

**William A. Shaw
Prothonotary**

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 lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County, Pennsylvania. Said property being also known as Lot #70 as shown on the Schall Land Company subdivision plan dated July 12, 1994, surveyed by Lee-Simpson Associates, Inc. and which is more particularly bounded and described on Exhibit "A" attached hereto.

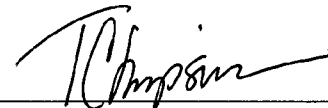
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

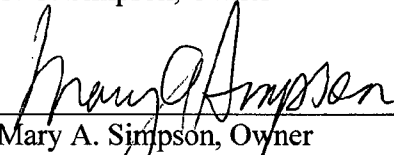
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be 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.

MCCLOSKEY HOMES, INC.


Thomas M. McCloskey, Contractor


T. C. Simpson, Owner


Mary A. Simpson, Owner

ALL that certain lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County, Pennsylvania. Said property being also known as Lot No. 70, as shown on the Schall Land Company subdivision plan dated July 12, 1994, surveyed by Lee-Simpson Associates, Inc. and which is more particularly bounded and described on Exhibit "A" attached hereto.

EXCEPTING and RESERVING therefrom and subject to:

1. All building and subdivision regulations of Sylvan Heights, as Amended, recorded in Volume 1635, Page 27 in the Clearfield County Recorder's Office; all of said restrictions being covenants which run with the land.
2. All easements, rights of way, reservations, and limitations shown or contained in prior instruments of record and as recorded.
3. All coal, mining, mineral, oil and gas rights of every kind and nature.

BEING a portion of the property conveyed by Deed dated September 30, 1993, by Raymond Schall, Inc., a Pennsylvania corporation, to Raymond E. Schall and Margaret S. Schall, husband and wife. Said deed having been recorded on October 15, 1993 in the Clearfield County Recorder's Office in Volume 1562, Page 540.

ALSO BEING a portion of the property conveyed by deed dated August 10, 1989 by Deposit Bank, a banking corporation organized and existing under the laws of the Commonwealth of Pennsylvania, as Trustee under trust dated August 7, 1989 to Raymond Schall, Inc., a Pennsylvania corporation, and Frank S. Schall, an individual, co-partners, trading and doing business as Schall Land Company. Said deed having been recorded on August 15, 1989 in the Clearfield County Recorder's Office in Volume 1297, Page 485.

ALSO BEING a portion of the property conveyed by deed dated July 26, 2002, by Frank S. Schall and Julianne Schall, husband and wife to Frank S. Schall. Said deed having been recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 2002-13359.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

EXHIBIT "A"

BEGINNING at a point in the right of way of Fallen Timber Drive, said point being the Southeast corner of Lot 70 and the Southwest corner of Lot 71;

THENCE North 72° 39' 30" West 279.38 feet along the right of way of Fallen Timber Drive to a point;

THENCE North 15° 50' 20" East 120.07 feet to a point;

THENCE North 76° 01' 38" East 353.51 feet along Lot 28 to a point;

THENCE South 21° 00' 45" West 304.38 feet to the point and place of beginning, being in the right of way of Fallen Timber Drive.

BEING Lot No. 70.

CONTAINING 60,845 square feet and being 1.39 acres.

More correctly bounded and described as follows:

ALL that certain piece or parcel of land known as Lot 70 in the Sylvan Heights Subdivision, Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a point in the right of way of Fallen Timber Drive, said point being the southeast corner of Lot 70 and the Southwest corner of Lot 71;

Thence North 51 degrees 45 minutes 53 seconds West, a distance of 75.88 feet to a point;

Thence by a curve a chord of North 62 degrees 57 minutes 53 seconds West, a distance of 104.46 feet to a point;

Thence North 74 degrees 15 minutes 33 seconds West, a distance of 2.28 feet to a point;

Thence by a curve a chord of North 47 degrees 06 minutes 28 seconds West, a distance of 22.73 feet to a point;

Thence by a curve a chord of North 77 degrees 08 minutes 04 seconds West, a distance of 83.91 feet to a point;

Thence North 15 degrees 50 minutes 20 seconds East, a distance of 72.40 feet to a point at the southwest corner of Lot 28;

Thence North 76 degrees 01 minutes 38 seconds East, a distance of 353.13 feet to a point, being the northeast corner of Lot 70;

Thence South 21 degrees 00 minutes 45 seconds West, a distance of 304.38' to a point and place of beginning.

BEING known as Lot #70 in the Sylvan Heights Subdivision. CONTAINING 1.16 acres.

MADE BY
CUSTOMER

10/25/00

FILED

MAY 23 2003
0/12:05 p.m.

William A. Shaw
Prothonotary

nr ce