

03-817-CD
TODD L. VANDERBURGH, et al vs. WAYNE NEEPER CONTRACT

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

TODD L. VANDERBURGH,
and KRISTIE E. VANDERBURGH,
Owners

No. 03-817-CD

A
N
D

WAYNE NEEPER,
CONTRACTING,
Contractor

FILED

JUN 05 2003

William A. Shaw
Prothonotary

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 4th day of
June, 2003, entered into a Contract with TODD L. VANDERBURGH
and KRISTIE E. VANDERBURGH, of 223 S.W. Third Avenue, Clearfield, Pennsylvania,
for the construction of a dwelling house on premises situate in Lawrence Township,
Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land known as Lot 2 of the Thomas J. & Pamela
Sue Danver Minor Subdivision, recorded as Clearfield County Instrument Number
200302442, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded
and described as follows:

BEGINNING at a 5/8" rebar found at the northwestern corner of the land herein
described; thence by land of Daniel and Lisa Ogden (S70°17'02"E) 330.00 feet to a

5/8" rebar; thence by Lot 3 of the Thomas J. & Pamela Sue Danver Minor Subdivision (S04°21'47"W) 174.89 feet to a 5/8" rebar; thence by lands of Paul E. and Carol A. Miller (N76°38'53"W) 322.18 feet to a 5/8" rebar; thence by Lot 1 of the Thomas J. & Pamela Sue Danver Minor Subdivision, land of Thomas J. and Pamela Sue Danver, the Grantors herein, (N04°21'47"E) 211.93 feet to a 5/8" rebar and place of beginning.

CONTAINING 1.413 Acres

Being a portion of the same premises conveyed to Thomas J. Danver and Pamela Sue Danver by Deed of Larry W. Fletcher and Dorothy K. Fletcher, husband and wife, dated December 18, 2002 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200220216.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction 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 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 of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

WAYNE NEEPER CONTRACTING
BY:

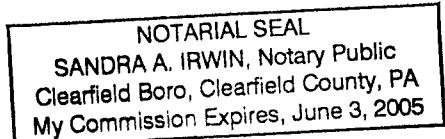
Wayne Neeper
WAYNE NEEPER

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
: SS.
:

On this, the 4th day of June, 2003, before me, the undersigned officer, personally appeared WAYNE NEEPER who acknowledged himself to be a partner of WAYNE NEEPER CONTRACTING 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.

Sandra A. Irwin
Notary Public



7/1/03
FILED No CC
07/23/03 Bell, Silberblatt & Wood
JUL 05 2003 pd. 20.00

William A. Shaw
Prothonotary