

83-843-CD

MICHAEL PONISH, et al vs. JAMES EDWARD SHAW et al.

FILED

MECHANIC'S LIEN WAIVER

JUN 09 2003

Made this 4th day of June, 2003.William A. Shaw  
Prothonotary

FROM MICHAEL PONISH, trading and doing business as MIKE PONISH CONSTRUCTION, having an office at 186 Shady Lane, Fallentimber, Pennsylvania 16639, hereinafter referred to as a "CONTRACTOR",

TO

JAMES EDWARD SHAW and STEPHANIE J. SHAW, husband and wife, of 3340 Utahville Road, Coalport, Pennsylvania 16627, "OWNERS".

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 3340 Utahville Road, Beccaria Township, Coalport, Clearfield County, Pennsylvania 16627, 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 SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) 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 addition and 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 addition and 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 addition and 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 and addition 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 those two (2) certain pieces or parcels of ground situate in the Village of Utahville, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

**PARCEL NO. 1: BEGINNING at a post corner of public highway known as Route No. 17131 leading from Williams Schoolhouse to Utahville; then along said road or highway in an easterly direction, toward Utahville to a post corner of said highway, a distance of 110 feet to land now or formerly of William Wilson; then in a southerly direction along line of land now or formerly of William Wilson lot a distance of 135 feet to a post corner; then in a westerly direction along line of land now or formerly of the Pa. Railroad right of way bearing Map No. 8 in Section J 17 of the County Mapping Office records, a distance of 110 feet to a post corner and adjoining lot, now or formerly of Ward Shaw; then in a northerly direction along land now or formerly of Ward Shaw, a distance of 135 feet to post corner and place of beginning.**

This piece or parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax control No. 101.0-13612 and Tax Map No. 101.0-J17-677-00007.

The Grantors hereby also convey unto the Grantees any right and interest or title that they may have in a 14 foot wide alley, bounded and described as follows:

BEGINNING on a State Road 17131, bounded on the North by State Road 17131, on the West by the property now or formerly Shaw, on the South by the railroad right of way, and on the east by the property formerly of Wilfred Newton and Ann Josephine Newton, his wife. Said 14 foot wide alley being conveyed by agreement of A. V. Chaplin to Wilfred Newton.

**PARCEL NO. 2: BEGINNING at a post at southwest corner of lands now or formerly of James Edward Shaw; then in an easterly direction along lands now or formerly of James Edward Shaw and Wilfred Richard Newton to a point, the intersection of the corner of lands now or formerly of William W. Wilson, the northern right of way of the Penn-Central Railroad, and corner of lands herein conveyed; then along the said railroad right of way in a westerly direction to corner of land now or formerly of Paul V. Wilson; then in a northerly direction along land now or formerly of Wilson to place of beginning.**

**BEING a triangular shaped piece of land with a base of approximately forty feet and with sides of approximately two hundred feet.**

This piece or parcel of land is further identified on the Clearfield County Tax Assessment Records as Tax control No. 101.0-13614 and Tax Map No. 101.0-J17-677-00012.

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

CONTRACTOR:  
MICHAEL PONISH,  
t/d/b/a MIKE PONISH CONSTRUCTION

Raymond J. Wendekier  
Witness

By: Michael Ponish (SEAL)  
MICHAEL PONISH, Contractor

OWNERS:

Raymond J. Wendekier and James Edward S. (SEAL)  
Witness AMES EDWARD SHAW

Raymond J. Wendekier Stephanie J. Shaw (SEAL)  
Witness STEPHANIE J. SHAW

ACKNOWLEDGMENT

State of Pennsylvania |  
| ss

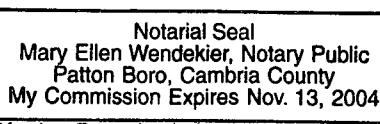
County of Cambria |

On this the 4th day of June, 2003, before me, a notary public, the undersigned officer, personally appeared MICHAEL PONISH, t/d/b/a MIKE PONISH 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 by himself for the purposes contained therein.

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

(Seal)

Mary Ellen Wendekier  
Notary Public



Member, Pennsylvania Association of Notaries

## ACKNOWLEDGMENT

State of Pennsylvania |  
| ss

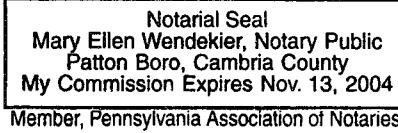
County of Cambria |

On this the 4th day of June, 2003, before me, a notary public, the undersigned officer, personally appeared JAMES EDWARD SHAW and STEPHANIE J. SHAW, 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



Member, Pennsylvania Association of Notaries

**FILED**

RECEIVED  
JUN 09 2003

No CC

Raymond J. Wenderlier

Law Office pd. 20.00

William A. Shaw  
Prothonotary