

03-908-CD  
BLACK'S HOME SALES, INC. vs. RICHARD THOMAS HAZELTON

03-908-CD

FILED

JUN 20 2003

William A. Shaw  
ProthonotaryMECHANIC'S LIEN WAIVERMade this 18<sup>th</sup> day of June, 2003.

FROM BLACK'S HOME SALES, INC., having an office at 3750 Walton Street,  
Oscola Mills, Pennsylvania 16666, hereinafter referred to as a  
"CONTRACTOR",

TO

RICHARD THOMAS HAZELTON, single, of 4006 Punkin Ridge Road, LaJose,  
Pennsylvania 15753, "OWNER".

RECITALS:

1. CONTRACTOR has contracted with OWNER by contract dated May 30, 2003, referred to as ("CONTRACT") to provide a pre-built or modular single family home and perform labor and furnish all materials necessary to deliver and install same modular home on a foundation constructed by others to be located at 3940 Punkin Ridge Road, Chest Township, LaJose, Clearfield County, Pennsylvania 15753, 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 SIX THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$76,700.00) to OWNER. This sum is to be advanced by BANK as required by OWNER and/or as the 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 delivery, furnishing and installation of the modular home 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 delivery, installation and furnishing of the modular home 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 other work and installation with regard to the delivery and installation of the modular home 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.

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

CONTRACTOR:  
BLACK'S HOME SALES, INC.

*Heather L. Lofgren*  
Witness

By: *Donna M. Gilson* (SEAL)  
*Manager*

OWNER:

*Raymond J. Wenzel*  
Witness

*Richard Thomas Hazelton* (SEAL)  
RICHARD THOMAS HAZELTON

#### ACKNOWLEDGMENT

State of Pennsylvania |  
County of Clearfield | ss

On this the 18<sup>th</sup> day of June, 2003, before me, a notary public, the undersigned officer, personally appeared Donna Gilson, known to me (or satisfactorily proven), who acknowledged himself to be the \_\_\_\_\_ of Black's Home Sales, Inc. 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)

*Jodie Twoey*  
Notary Public

NOTARIAL SEAL  
JODIE TWOEY, NOTARY PUBLIC  
CHESTER HILL BORO., CLEARFIELD CO.  
MY COMMISSION EXPIRES FEB. 28, 2005

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

BEGINNING at a railroad spike set in the centerline of State Route 3003, also known as Punkin Ridge Road leading from Westover to Thompsontown, said point being on the Northerly line of land now or formerly of Carl E. Miller, Jr., et ux., (Tax Map No. 109.0-F17-000-00002), being the Southeasterly corner of land now or formerly of Michael T. Gee, et ux. (Tax Map No. 109.0-F17-000-00068) and being the Southwest corner of the herein described parcel; then by the centerline of State Route No. 3003 the following courses and distances:

- 1) by a curve to the right having a radius of 1,000 feet and an arc length of 201.60 feet subtended by a chord of North  $01^{\circ} 10' 12''$  East for a distance of 201.26 feet to a point;
- 2) North  $05^{\circ} 53' 13''$  East for a distance of 146.83 feet to a railroad spike in the center of the intersection of State Route No. 3003 and Township Route No. T-415, also known as Rabbit Hill Road;
- 3) North  $04^{\circ} 26' 58''$  East for a distance of 119.62 feet to a point;
- 4) North  $02^{\circ} 57' 22''$  East for a distance of 350.01 feet to a point, and
- 5) North  $00^{\circ} 49' 24''$  East for a distance of 64.73 feet to a railroad spike in the center line of State Route No. 3003;

then along land now or formerly of Thomas W. Hazelton and Bonnie J. Hazelton, husband and wife, (Tax Map No. 109.0-F17-000-00001), the following courses and distances:

- 1) South  $89^{\circ} 10' 23''$  East passing through a steel post at 20.8 feet for a total distance of 543.95 feet to a point, and
- 2) South  $0^{\circ} 49' 37''$  West passing through a steel post set a 577.2 feet for a total distance of 829.98 feet to an iron pin set on line of land now or formerly of Carl E. Miller, Jr., et ux;

then along land now or formerly of Carl E. Miller, Jr., et ux. (Tax Map No. 109.0-F17-000-00002) South  $85^{\circ} 45' 00''$  West passing through an iron pin and steel post set at 535.48 feet for a total distance of 580.94 feet to a railroad spike set in the centerline of State Route No. 3003, the place of beginning.

This parcel of land contains 11.026 acres and is combination of Lot 3 and Lot 4 into one lot as shown on the Thomas W. Hazelton, et ux. Subdivision Plan prepared from a survey completed January 22, 2003 by Dennis E. Sheehan, PLS, a copy of which is recorded in the Records office of Clearfield County as Instrument No. 200306436.

Schedule "A"

## ACKNOWLEDGMENT

State of Pennsylvania |

ss

County of Cambria |

On this the 20th day of June, 2003, before me, a notary public, the undersigned officer, personally appeared RICHARD THOMAS HAZELTON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes contained therein.

In witness whereof, I hereunto set my hand official seal.

(Seal)

*Mary Ellen Wendekier*  
Notary Public

Notarial Seal  
Mary Ellen Wendekier, Notary Public  
Patton Boro, Cambria County  
My Commission Expires Nov. 13, 2004  
Member, Pennsylvania Association of Notaries