

03-993-CJ
LESLIE C. MUNSHOWER, et al. vs. WARREN & DECASPER QUALITY BUIL

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

LESLIE C. MUNSHOWER and :
TOBI D. MUNSHOWER :
husband and wife, :
:

Owners :
:

No. 03-993-CD

A :
N :
D :
:

WARREN & DECASPER :
QUALITY BUILDERS :
:

Contractor :
:

FILED

JUL 08 2003

William A. Shaw
Prothonotary

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, WARREN & DECASPER QUALITY BUILDERS of 602 West Locust Street, Clearfield, PA 16830 on or about the 26th day of June 2003, entered into a Contract with LESLIE C. MUNSHOWER and TOBI D. MUNSHOWER husband and wife, of 124 Evans Road, Woodland, PA 16881, for the construction of improvements to OWNERS' home on premises situate in Bradford 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.

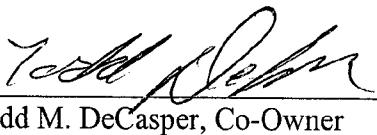
To give owner full power and authority to protect itself, the property, the estate, or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for it, them or any of them, in any such Court, and in its or 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.

WARREN & DECASPER QUALITY BUILDERS
By:

Witness:





Todd M. DeCasper, Co-Owner

COMMONWEALTH OF PENNSYLVANIA :

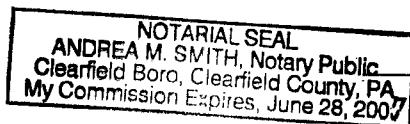
: SS.

COUNTY OF CLEARFIELD :

:

On this, the 1st day of July, 2003, before me, the undersigned officer, personally appeared TODD M. DECASPER, who acknowledged himself to be a Co-Owner of WARREN & DECASPER QUALITY BUILDERS 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.



(Notary Public)

Leslie D. Munshower and Tobi D. Munshower County National Bank
Mortgage Description:

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

BEGINNING at a point in Township Road leading from the Bradford
Church to Route 322; said point being on the left side when
traveling from Bradford Church to Route 322; and said point being
on the line of land formerly of Cyrus Peters, now reputed to be
Lester Owens; thence by said lands South 7 degrees East 209 feet to
post; thence by land formerly of Elva and Claire Dixon, now reputed
to be Lester Owens, South 89 degrees 45' West 209 feet to post;
thence by same North 7 degrees West 209 feet to post; thence by
same North 89 degrees 45' East 209 feet to post and place of
beginning. Containing One (1) acre, more or less.

EXCEPTING AND RESERVING, however, all the coal, fireclay, gas,
coal, oil and other minerals underlying the same.

BEING the same premises which were conveyed to Leslie C. Munshower
and Tobi D. Munshower by deed dated June 9, 1995 from Edward P.
Synkowski and Sandra Levadosky and recorded in Clearfield County
in Deeds and Records Book 1681 at Page 278.

FILED
07/16/04 P025002
JUL 08 2003

William A. Shaw
Prothonotary