

03-1137-C9

JEFFERY E. BUCHA

etal. vs. DREAM MAKER HOMES

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

JEFFERY E. BUCHA and JOANNIE  
S. BUCHA  
husband and wife,  
Owners

No. 2003- 1137-CO

A N D

DREAM MAKER HOMES  
Contractor

**FILED**

AUG 04 2003

William A. Shaw  
Prothonotary

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 7<sup>th</sup> day of April 2003, DREAM MAKER HOMES entered into a Contract with Jeffery E. Bucha and Joannie S. Bucha, husband and wife, of 110 Church Street, Clarence, Pennsylvania, for the construction of a dwelling house on premises situate in Graham 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 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.

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.

Witness

DREAM MAKER HOMES

Bert Thompson

By: Tracy McGuire  
Title: President

COMMONWEALTH OF PENNSYLVANIA :

Huntingdon : SS.  
COUNTY OF CLEARFIELD :

On this, the 22nd day of July, 2003, before me, the undersigned officer, personally appeared Tracy McGuire, who acknowledged himself/herself to be the President of DREAM MAKERS HOMES and that as such executed this Instrument, and further acknowledged that he/she has done so for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

J. Showalter  
(Notary Public)

NOTARIAL SEAL  
JENNIFER L. SHOWALTER, NOTARY PUBLIC  
HUNTINGDON BORO, HUNTINGDON CO., PA  
MY COMMISSION EXPIRES JANUARY 31, 2005

ALL that certain piece and parcel of land situated in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North side of a fifty foot (50.0) right-of-way. Said point is also the southeast corner of Lot No. 9; thence along Lot No. 9, North no degrees, five minutes, forty-five seconds East (N 0° 05' 45" E) three hundred forty-eight and ninety-three hundredths feet (348.93) to an iron pin on line of, now or formerly, Althea M. Huler; thence along lands of same, North eighty-nine degrees, thirty-three minutes East (N 89° 33' E) two hundred fifty-one and ninety-nine hundredths feet (251.99) to an iron pin; thence along other lands of Grnator, South no degrees, five minutes, forty-five seconds West (S 0° 05' 45" W) three hundred forty-eight and ninety-three hundredths feet (348.93) to an iron pin located on the North side of the above-mentioned fifty foot (50.0) right-of-way; thence along same, South eighty-nine degrees, thirty-three minutes West (S 89° 33' W) two hundred fifty-two feet (252.0) to an iron pin and place of beginning. Known as Lot No. 11 on map prepared by P.R. Mondock for Shirokey Surveys and dated January 18, 2003. CONTAINING 2.0184 acres.

Said property having been approved as part of a Subdivision in Graham Township, Clearfield County, Pennsylvania and recorded in Clearfield County on April 21, 2003 as Instrument Number 200306285 and being subject to any restrictions appearing thereon.

EXCEPTING and RESERVING unto the Grantors, their heirs, successors and assigns, all of the oil, gas and other minerals and all rights to remove the same without liability for damage to the surface.

The conveyance of the hereinbefore described lot is subject to the restriction that at no time shall the Grantees or their heirs, successors or assigns be permitted to put a single width mobile home on the hereinbefore described property.

Grantees understands that there is a private roadway running along the southern side of his lot, which roadway shall be used in common with other properties in the plan, but for which Grantors shall have no responsibility for maintenance and for which Grantees, their heirs, successors and assigns, shall assume full responsibility for maintenance for the portion along his property line so long as it remains a private roadway.

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AUG 04 2003

William A. Shaw  
Prothonotary

BELL, SILBERBLATT & WOOD

ATTORNEYS AT LAW

318 EAST LOCUST STREET

P. O. BOX 670

CLEARFIELD, PA. 16830