

03-1237-CD
MICHAEL F. DOBO, et al., vs. KENNETH L. MILFS, et al.

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

MICHAEL E. DOBO and CAROLYN
L. DOBO, husband and wife,
Owners

No. 2003- 1237-CD

and

KENNETH L. MILES, d/b/a TURNER &
MILES,
Contractor

FILED

AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 17th day of June,
2003 entered into a Contract with Michael E. Dobo and Carolyn L. Dobo, husband and wife, of
117 Sportsman Road, Morrisdale, Pennsylvania, 16858, for the construction of a dwelling house on
premises situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as
follows:

ALL the surface of those two certain pieces or parcels of land situate in the Township of Cooper,
Clearfield County, Pennsylvania, bounded and described as follows:

FIRST: Known as Lot No. 33 on the Beaver, Reynolds and Company map, and described
as follows:

BEGINNING at a stake on the West side of public road opposite Lot No. 32, being lot now
or formerly of Heberg Bumgarden; thence along said public road one hundred eighty-seven and five-
tenths (187.5) feet to a stake; thence North sixty-eight (68) degrees West six hundred and ninety-
seven (697) feet to a stake; thence South twenty-two (22) degrees West one hundred eighty-seven
and five-tenths (187.5) feet to stake; thence South sixty-eight (68) degrees East six hundred ninety-
seven (697) feet to place of beginning.

CONTAINING three (3) acres, and being part of tract in the warrantee name of John Huston.

SECOND: BEGINNING at a post at corner of land now or formerly of Marie Ruduski,
Johanna Kampman and William Kampman; thence along other land now or formerly of Marie
Ruduski, Johanna Kampman and William Kampman North twenty-two (22) degrees East five
hundred twenty-two and seven-tenths (522.7) feet to a post on other land now or formerly of Marie
Ruduski, Johanna Kampman and William Kampman; thence along land now or formerly of said

Marie Ruduski, Johanna Kampman and William Kampman South sixty-eight degrees East two hundred fifty (250) feet to a post on other land now or formerly of Marie Ruduski, Johanna Kampman and William Kampman; thence along land now or formerly of Marie Ruduski, Johanna Kampman, William Kampman, land now or formerly of Fritz Kampman and Frank Ruduski, South twenty-two (22) degrees West five hundred twenty-two and seven-tenths (522.7) feet to a post at corner now or formerly of Marie Ruduski, Johanna Kampman, and William Kampman; thence along land now or formerly of said Marie Ruduski, Johanna Kampman, and William Kampman North sixty-eight (68) degrees West two hundred fifty (50) feet to a post and place of beginning.

CONTAINING three (3) acres, and being part of a larger tract of land in the warrantee name of John Huston.

UNDER AND SUBJECT TO all exceptions and reservations contained in prior deeds in the chain of title.

BEING the same premises conveyed to Michael Dobo and Carolyn Dobo, husband and wife by Deed of Homequity, Inc. dated April 1, 1987 and recorded in Clearfield County Deed Book 1155 at page 123.

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.

WITNESS

Donald J. Dennis Jr.

CONTRACTOR:

Kenneth L. Miles

Kenneth L. Miles, d/b/a Turner & Miles

COMMONWEALTH OF PENNSYLVANIA

:

: SS.

COUNTY OF CLEARFIELD

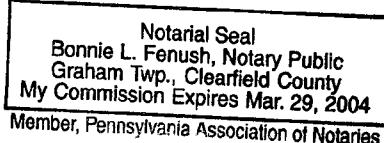
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On this, the 4 day of August, 2003, before me, the undersigned authority personally appeared KENNETH L. MILES, d/b/a TURNER & MILES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Bonnie L. Fenush
Notary Public

My Commission Expires:



FILED 4th Kesner
Aug 28 2003 pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts
No CC