

03-1249-CD
KURT C. BROTHERS et al. vs. RICHARD YOUNGKIN, et al

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

KURT C. BROTHERS and MELISSA
A. BROTHERS, husband and wife,
Owners

No. 2003- 1249 CD

and

RICHARD YOUNGKIN, d/b/a YOUNGKIN
CONSTRUCTION,
Contractor

FILED

AUG 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 15 day of August,
2003 entered into a Contract with Kurt C. Brothers and Melissa A. Brothers, husband and wife,
of 1206 Five Points Road, LaJose, Pennsylvania, 157538, for the construction of a dwelling house
on premises situate in Burnside Township, Clearfield County, Pennsylvania, bounded and described
as follows:

ALL that certain piece or parcel of land known as Lot 2 of the James W. and Martha M. Beck
Subdivision dated June 25, 2003, prepared by Jeffrey S. Doughty, P.L.S. and recorded in Clearfield
County as Instrument number 200313990, situate in Burnside Township, Clearfield County,
Commonwealth of Pennsylvania, bounded and described as follows:

COMMENCING at an iron pine (set) at the corner of lands of Dewey B. and Patricia
Marshall and Wenturine Bros. Lumber, Inc., said point being the Point of Beginning;
thence along the lands of Dewey B. and Patricia Marshall, north three degrees, zero
minutes, zero seconds east (N 03° 0' 00" E), a distance of five hundred thirty-nine
and eighteen hundredths feet (539.18') to a mac nail (set) in the center line of S.R.
3014 (a.k.a. Five Points Road), being a point on a curve, concave to the North East,
having a radius of one thousand nine hundred seventeen and fifty hundredths feet
(1917.50'), a central angle of six degrees, twenty-seven minutes, twenty-six seconds
(06° 27' 26"), and a chord of two hundred fifteen and ninety-nine hundredths feet
(215.99') with a bearing of south eighty-six degrees, ten minutes, seventeen seconds
east (S 86° 10' 17" E); thence East along said curve and centerline of S.R. 3014, a

distance of two hundred sixteen and ten hundredths feet (216.10') to a mac nail (set) in the center line of S.R. 3014; thence continuing along the centerline of S.R. 3014, south eighty-two degrees, forty-eight minutes, fifty-three seconds east (S 82° 48' 53" E), a distance of four hundred fifty-seven feet (457.00') to a mac nail (set) in the centerline of S.R. 3014; thence along the lands of Wenturine Bros. Lumber, Inc., south three degrees, thirteen minutes, zero seconds west (S 03° 13' 00" W), a distance of four hundred ninety-five and thirty three hundredths feet (495.33') to an iron pin (set); thence continuing along Wenturine Bros. Lumber, Inc., north eighty-seven degrees thirty-seven minutes, fifty seconds west (N 87° 37' 50" W), a distance of six hundred sixty-nine and ninety hundredths (669.90') to the Point of Beginning. Said described tract containing eight and four hundredths acres (8.04), minus zero and twenty-six hundredths acre (0.26) for the right-of-way of S.R. 3014, leaving seven and seventy-eight hundredths acres (7.78) net.

BEING the same premises conveyed to Kurt C. Brothers and Melissa A. Brothers by Deed of James W. Beck and Martha M. Beck dated March 15, 2002 and recorded in Clearfield County as Instrument Number 200213757.

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

Gerald W. Spaid, Sr.

CONTRACTOR:

Richard L. Youngkin
Richard Youngkin, d/b/a Youngkin
Construction

COMMONWEALTH OF PENNSYLVANIA

:
: SS.

COUNTY OF CLEARFIELD

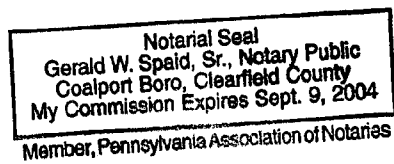
:

On this, the 15 day of August, 2003, before me, the undersigned authority personally appeared RICHARD YOUNGKIN, d/b/a YOUNGKIN CONSTRUCTION, 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.

Gerald W. Spaid, Sr.
Notary Public

My Commission Expires:



FILED

Atty Mesner pd. 20.00

0/10:52 AM

AUG 22 2003

NbCC

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

SUMMONS

David Weaver
Brenda L. Orsich

Vs.

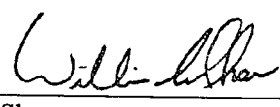
NO.: 2003-01251-CD

Northeast Spring & Equipment Co.
Barry Kyler
Mack Trucks, Inc.

TO: NORTHEAST SPRING & EQUIPMENT CO.
BARRY KYLER
MACK TRUCKS, INC.

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 08/22/2003



William A. Shaw
Prothonotary

Issuing Attorney:
Kiger & Alpern
1404 Grant Building
Pittsburgh, PA 15219-2301