

03-1365-CD
WILLIAM F. CRATER, JR. vs. RONALD JAMES SPADARO, et al.

03-1365-CD

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN CLAIM

WAIVER OF LIENS

This instrument is executed this 16th day of Sept, 2003, by
William E. Crater, Jr. ("Contractor") (or Subcontractor") in
favor of Ronald James Spadaro and Jane Margaret Spadaro ("Owner")

WITNESSETH:

1. Contractor is a contractor within the meaning of the Mechanics Lien Law of 1963.
2. Owner and contractor intend to enter or have entered into a certain contract ("Contract") in connection with the construction of a single family dwelling being built on a parcel of ground known as 23 Brown Street, DuBois,, Pennsylvania ("Property"), described as follows:

SEE Exhibit "A".

3. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanics' or materialmen's liens shall be filed or maintained against the estate or title or Owner in the property or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it for or on account of any work, labor or materials supplied in the performance of the work under the contract or under any supplemental contract for extra work.

NOW THEREFORE, in consideration of the contract and the covenants of Owner therein contained, and the sum of one dollar (\$1.00) paid in hand to contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor, for itself and any one else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of owner in the property or appurtenances thereto, by or in the name of contractor, or any subcontractor, materialman or laborer acting or claiming through or under for work done or materials furnished in connection with the contract or by any other party acting through or under them or any of them for and about the property or any part of it.

FILED

SEP 16 2003

William A. Shaw
Prothonotary

2. This agreement waiving the right of lien shall be an independent covenant by contractor and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in connection the above described project on the property to the same extent as any work and labor done and materials furnished under the contract.

3. In order 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 empower any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to (i) 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 materialmen, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) cause to be filed and served in connection with such a 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 quit-claims all rights and 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 the 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.

4. It is the intention of the parties that this waiver shall be recorded in the office of the Prothonotary of Clearfield County to provide constructive notice of this waiver to any and all subcontractors, materialmen and other persons furnishing labor or materials under this contract.

IN WITNESS WHEREOF, contractor has executed this instrument as of the day and year first written above.

Attest:

James K. Crater

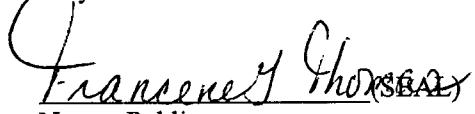
CONTRACTOR:

BY: William E. Curtiss Jr.

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Clearfield :

On this 10th day of September, 2003, before me, the undersigned officer, personally
Appeared William E Crater, JR, known to me (or satisfactorily proven) to be
The person whose name is subscribed to the written instrument, and acknowledged that he executed the
Same for the purpose therein contained.

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



Francene G. Thomas
Notary Public

My commission expires:

Notarial Seal
Francene G. Thomas, Notary Public
DuBois, Clearfield County
My Commission Expires Feb. 21, 2004

Member, Pennsylvania Association of Notaries

EXHIBIT "A"

ALL that certain lot of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Brown Street, said point being the northwest corner of Lot No. 22 in the B and C Development Company Plan of Lots; thence in a Northeasterly direction along the edge of Brown Street, in an arc, 51.07 feet to a point; thence continuing along the edge of Brown Street, in an arc, 90.25 feet to a point; thence South 42° 07' East, 190.49 feet to a hub; thence South 33° 09' West, 93.46 feet to a point, at the northeast (erroneously referred to as southeast in previous deeds) corner of Lot No. 22; thence North 56° 51' West, 154.80 feet along the eastern edge of said Lot No. 22, to the edge of Brown Street, and the place of beginning; being Lot No. 23 in the B and C Development Company Plan of Lots; containing 1/2 acre, more or less. B&C Plan of Lots was recorded in 1966 Record Book 147, Page 189.

BEING identified on the Clearfield County Tax Assessment Maps as Parcel Number 7-5-22-7270.