

03-1369-CD

MICHAEL C. PETERS, etal. vs JEROME J. BANKOVICH, etal.

03-1369-CD

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN CLAIM

WAIVER OF LIENS

This instrument is executed this 16th day of Sept., ²⁰⁰³~~2001~~ by Michael C. Peters, Manager,
Haubert Homes, Inc. ("Contractor") (or Subcontractor) in
favor of Jerome J. Bankovich, Jr. and Mariam T. ("Owner")

Bankovich

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 construction of residence
on a parcel of ground
known as Sec. 15, Lots 895 and 896, T. L., Pennsylvania ("Property"),
described as follows:

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SEE Exhibit "A".

William A. Shaw
Prothonotary/Clerk of Courts

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.

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:

CONTRACTOR:

BY:

Mitchell C. Pter

COMMONWEALTH OF PENNSYLVANIA :

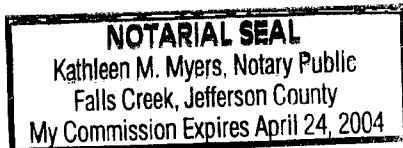
: SS

COUNTY OF Jefferson :

2003

On this 16th day of September, 2001, before me, the undersigned officer, personally
Appeared MICHAEL C. PETERS/HAUBERT, 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. HOMES, INC., (MANAGER)

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



Kathleen M. Myers (SEAL)
Notary Public
My commission expires:

Exhibit A

Jerome J. Bankovich, Jr. and Mariam T. Bankovich

**Section 15, Lots 895 and 896, Treasure Lake Subdivision,
Sandy Township, Clearfield County, PA**

Tax I. D. #128.0-C02-15-0895 and 0896-21

ALL those two certain tracts of land designated as Lot Nos. 895 and 896, Section No. 15, "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Clearfield County in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by deed of Stephen J. Woytowish, a single person, to Jerome J. Bankovich, Jr. and Marian T. Bankovich, husband and wife, dated July 28, 2003, and recorded in the Office of the Recorder of Deeds as Instrument #200315038, as to Section 15, Lot 895; and the same premises conveyed by deed of Edwin J. Bumford, single, to Jerome J. Bankovich, Jr. and Marian T. Bankovich, husband and wife, dated September 5th, 2003, and intended to be recorded.

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Atty. pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts