

03-1391-CD
MARVIN W. LINGLE, et al. vs. STEFFAN MASONRY

RELEASE AND WAIVER OF LIENS

MARVIN W. LINGLE and HELEN J. LINGLE, husband and wife, having an address at 608 River Road, Clearfield, Pennsylvania, 16830, (OWNERS) and DYLAN STEFFAN d/b/a STEFFAN MASONRY CONTRACTOR, with an address at HC-83, Karthaus, Pennsylvania, 16845, (CONTRACTOR) have entered into an agreement on or about August 1, 2003 (AGREEMENT) relating to masonry services to be rendered in connection with the construction of a concrete block and masonry garage foundation and other improvements upon OWNERS' real estate situate in Lawrence Township, Clearfield County, Pennsylvania, being more fully described on Exhibit "A", attached hereto and made a part hereof, as part of the consideration for which Agreement this Release and Waiver of Liens is given.

AGREEMENT

NOW, THEREFORE, CONTRACTOR, intending to be legally bound hereby, in consideration of the sum of ONE DOLLAR (\$1.00) to Contractor in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by the OWNERS into the AGREEMENT, for CONTRACTOR and any and all parties acting for, through or under CONTRACTOR, them or any of them, or any one, covenant and agree with OWNERS that no mechanics' liens or claims shall be filed or maintained by CONTRACTOR, them or any of them, or any one, against the above, described real estate, or the buildings or other improvements to be erected thereon, or any of them, or the estate, interest or title thereto of OWNERS, for or on account of any work done under said AGREEMENT or under any supplemental contract, verbal or written, or contract for extra work relating to the construction of concrete flooring in the already constructed garage foundation, and any related masonry construction in the completion of said building or other improvements, or any of them, or otherwise; and CONTRACTOR, for CONTRACTOR and any and all parties acting through or under CONTRACTOR, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain mechanics' liens or claims against said real estate or buildings or other improvements or any of them.

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CONTRACTOR for himself, his heirs, personal representatives, successors and assigns, does hereby release and waive any rights he may now or hereafter have to file or maintain mechanics' liens or claims against the above described real estate, or buildings or other improvements to be erected thereon, or any of them, or the estate, interest or title thereto of OWNERS, for or on account of any work done prior to the date hereof under said AGREEMENT or any prior agreement relating to services to be rendered in connection with construction of said garage foundation or other improvements.

FILED

William A. Shaw
Prothonotary

This agreement releasing and waiving the right of lien shall be an independent covenant and shall operate and shall be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the construction of said garage and completion of the said buildings or other improvements as to any work and labor done and materials furnished and relating to the Agreement aforesaid.

In order to give OWNERS and any person having an estate in the described property full power and authority to protect it, themselves, the described property, the garage building or buildings or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the CONTRACTOR or anyone acting under or through him in violation of the foregoing covenant by CONTRACTOR, the CONTRACTOR hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for him or any of them, in any such Court, and in its, his or their name or names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of CONTRACTOR any and all claims or liens filed in violation of the foregoing release, waiver and covenant, or (b) to cause to be filed and served in connection with claims or liens (in the name of CONTRACTOR or anyone else acting under or through him) any pleading or instrument, or amendment to any pleading or instrument previously filed by him, it or them, to incorporate therein, as part of the record the release and waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and reference to the court, term and number in which and where Release and Waiver of Liens shall have been filed shall be a sufficient exhibit of authority herein contained to warrant such action, and CONTRACTOR for himself and for them does hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such instrument or amendment, or in any way concerning them.

This Release and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Pennsylvania, or other proper place in which the described lands are located, within ten (10) days after the date hereof in accordance with the requirement of law in such case provided.

IN WITNESS WHEREOF, CONTRACTOR has signed and sealed these presents this 13 day of September, 2003.

Daniel D. Shadlock
(SEAL)

Witness

D. D. Steffan

Dylan Steffan d/b/a
Steffan Masonry Contractor

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF CLEARFIELD

:

On this, the 13 day of September, 2003, before me, the undersigned officer, personally appeared DYLAN STEFFAN, who acknowledged himself to be the sole proprietor of DYLAN MASONRY CONTRACTOR, and that as such sole proprietor, being authorized to do so, executed the foregoing Waiver of Liens for purposes therein contained by signing his name thereto, and desired that the same might be recorded as such.

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

Diane K. Shadeck
Notary Public

My Commission Expires:

NOTARIAL SEAL

DIANE K. SHADECK, NOTARY PUBLIC
KARTHAUS TWP., CLEARFIELD COUNTY
MY COMMISSION EXPIRES JULY 15, 2006

ALL those certain lots or parcels of ground situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL ONE:

THE FIRST THEREOF: BEGINNING at a post on the north side of the public road formerly known as the Old Mill Road, known now as Race Street, and being the Southeast corner of the premises which Bert O. and Drucilla Williams, husband and wife, conveyed to Nora Newpher by deed dated May, 1925, and recorded in Deed Book No. 274, Page 482, formerly owned by Samuel Cramer, the present owner unknown; thence in a northerly direction two hundred (200) feet, more or less, to line of land formerly of R. Emory Shaw, now Esther C. Lane; thence in a westerly direction along the line of land of Esther C. Lane twenty-five (25) feet to a post and line of land formerly of Harold G. Owens and Sons now of Marvin W. Lingle, et ux., Grantees herein; thence in a southerly direction along said Lingle land two hundred (200) feet to Race Street; (25) feet to the place of beginning.

UNDER AND SUBJECT to exceptions, reservations, covenants and conditions as set forth in the record chain of title.

PARCEL TWO:

THE SECOND THEREOF: BEGINNING at a point at the intersection of River Road, Route No. 17052, and Race Street, formerly Old Mill Road and at one time known as the Road to Guinea Hill; thence along Race Street in a northwesterly direction fifty (50) feet, more or less, to beginning point in line of lot described herein as "THE FIRST THEREOF"; thence along the Showden land herein conveyed as "THE FIRST THEREOF" in a northerly direction two hundred (200) feet to line of land formerly of Richard Shaw, Jr., later R. E. (Emory) Shaw, now of Esther C. Lane; thence in an easterly direction along said land of Esther C. Lane fifty (50) feet, more or less, to a point in line of River Road, Route No. 17052; thence in a southerly direction along River Road, Route 17052, two hundred (200) feet to a point at the intersection of Race Street and River Road and the place of beginning.

BEING the same premises which vested in Marvin W. Lingle and Helen J. Lingle, husband and wife, by deed from John L. Showden and Wilma O. Showden, husband and wife, dated November 4, 1986 and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1119 at page 242 on November 4, 1986.

Tax Parcel Numbers 123-K8-251-132 and 123-K8-251-16.

EXCEPTING AND RESERVING from all of the aforementioned parcels that portion of each which was taken by the Commonwealth of Pennsylvania by virtue of a deed in lieu of condemnation dated May 19, 2000 and appearing of record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200009620.

PARCEL THREE:

THE FIRST THEREOF: BEGINNING at a post in the public road, known as the Old Mill Road, now Race Street at corner of lot formerly of Harry Shirey, now of Mac McCoy, Jr.; thence east along said Race Street, forty-five (45) feet to a point at land formerly of Pearl Martin, now parcel second herein; thence north along line of parcel second herein two hundred (200) feet, more or less, to line of land formerly of R. Emory Shaw, now of Esther C. Lane; thence west along the line of land of Esther C. Lane, forty-five (45) feet to land formerly of Harry Shirey, now of Mac McCoy, Jr.; thence along the McCoy land south two hundred (200) feet, more or less, to post in the old Mill road, now Race street and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post in the public road, formerly known as the old Mill Road, now Race Street, corner of parcel first therein; thence north along the line of parcel first herein, two hundred (200) feet, more or less, to line of land formerly of R. Emory Shaw, now of Esther C. Lane; thence along the Lane parcel twenty-seven and one-half (27 1/2) feet, more or less, to land of John and Wilma Showden; thence south along the old Mill Road, now Race Street; thence west along Race Street, twenty-seven and one-half (27 1/2) feet, more or less, to post on the lot above described as the first thereof.

BEING the same premises which vested in Marvin W. Lingle and Helen J. Lingle, husband and wife, by deed from Harold G. Owens, et al., dated October 29, 1979 and recorded in the Clearfield County Recorder's Office in Deed Book Volume 790 at page 239 on November 21, 1979.

Tax Parcel No. 123-K8-251-17.

FILED

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William A. Shaw
Prothonotary