

03-1625-CD
PAUL T. SERENA eta. vs. GEARHART EXCAVATING

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

PAUL T. SERENA and MELISSA L.
SERENA
husband and wife,

Owners

No. 2003-1625-CD

A N D

GEARHART EXCAVATING
Contractor

FILED

OCT 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 3rd day of October, 2003, Gearhart Excavating of 1507 Village Road, Clearfield, Pennsylvania, entered into a Contract with Paul T. Serena and Melissa L. Serena, husband and wife, of 343 Clark Hill Road, P.O. Box 364, Hyde, Pennsylvania, for excavation for the construction of a dwelling house on premises situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for excavation 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.

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 empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to 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 materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such 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 quitclaims all rights and all 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 this 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.

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

Witness

Mary E. Gearhart

Gearhart Excavating

By:

Robert E. Gearhart 10-3-03
Robert E. Gearhart, Owner

Exhibit "A"

ALL those certain lots of land with a residential dwelling and other improvements thereon situate in the Township of Lawrence, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Known in the plan of the Steel and Iron Works Addition to Clearfield, recorded in the Recorder's Office at Clearfield, Pennsylvania, on the 16th day of September, 1902, in Miscellaneous Book "S", Page 515, as Lot No. 10 in Block No. 13, bounded on the front by Jefferson Avenue; on the rear by an alley; on the one side by Lot No. 9 and on the other side by Lot No. 11, being in Block No. 13 fronting 40 feet on Jefferson Avenue and extending a uniform width in depth to an alley a distance of one hundred twenty (120) feet.

THE SECOND THEREOF: Known in the plan of the Steel & Iron Works Addition to Clearfield, recorded in the Recorder's Office at Clearfield, Pennsylvania, on the 16th day of September, 1902, in Miscellaneous Book "S", Page 515, as Lot No. 11, Block 13, fronting 40 feet on Jefferson Avenue and extending a uniform width in depth one hundred twenty feet (120) to an alley.

BEING the same premises conveyed to Paul T. Serena and Melissa L. Serena by deed dated May 31, 2001, and recorded as Clearfield County Instrument #200108303.

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08/21/15
OCT 30 2003

Atty F.C. Bell

pd-20-00

William A. Shaw
Prothonotary/Clerk of Courts