

03-1631-CD
DALE M. FRATLEY, et al. vs. HOLDEN'S HOME IMPROVEMENTS.

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

DALE M. FRAILEY and SASHA FRAILEY:
husband and wife,

Owners

No. 2003- 1631 - C D

A N D

HOLDEN'S HOME IMP.
Contractor

FILED

OCT 31 2003

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William A. Shaw
Prothonotary/Clerk of Courts
no cert copy

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 20th day of July, 2003, HOLDEN'S HOME IMP. entered into a Contract with DALE M. FRAILEY and SASHA FRAILEY husband and wife, for the construction of a dwelling house on premises situate in Jordan 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 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

HOLDEN'S HOME IMP.

By

Title:

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in Jordan Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 2" iron pipe at the Southwest corner of the parcel herein described; thence North $58^{\circ} 04' 33''$ East 94.67 feet to St. Stl. Pipe; thence North $58^{\circ} 04' 33''$ East along other lands of Frailey 405.33 feet to a pipe; thence continuing North $58^{\circ} 04' 33''$ East 100 feet more or less to the center line of LR 17021; thence in a southwesterly direction along said center line 600 feet more or less to line of lands now or formerly of Bratton; thence South $32^{\circ} 06'$ East 130 feet more or less to a 2" iron pipe and the place of beginning. CONTAINING 1.5 acres more or less.

BEING the same premises conveyed to Dale M. Frailey and Sasha Frailey, husband and wife, by deed dated May 1, 2002, and recorded on September 16, 2002, as Clearfield County Instrument #200214725.