

03-1836-CD
MFLV/TN R. JOHNSON, JR. ETAL. VS. DAVID D. OGERSHOK, ETAL

03-1836-CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 8th day of December 2003 by and between Melvin R Johnson Jr and Cheryl A Johnson, herein after "Owner(s)", of 201 E 2nd Ave, Dubois, PA 15801, and David D. Ogershok, herein after "Contractor" of 957 2nd Avenue Brockway, PA 15824-1057 d/b/a Ogershok Construction

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them; or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.
2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the City of DuBois, County of Clearfield, State of PA.
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

Cheryl A. Johnson

Ogershok Construction:

By: David D. Ogershok (SEAL)

David D. Ogershok

Melvin R. Johnson Jr.

Melvin R. Johnson Jr. (SEAL)

Cheryl A. Johnson

Cheryl A. Johnson (SEAL)

Owner, Cheryl A. Johnson

COMMONWEALTH OF PENNSYLVANIA

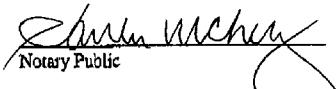
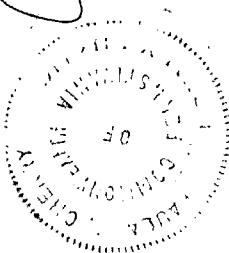
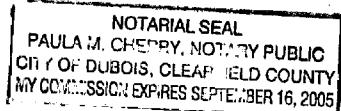
COUNTY OF

ss.

On this, the 8th day of December, 2003, before me, the undersigned officer, personally appeared David Ogershok, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

d/b/a Ogershok Construction

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


Notary Public

PROPERTY DESCRIPTION

ALL that certain lot or piece of land situate in the City of DuBois, County of Clearfield and State of Pennsylvania, known as Lot No. 639, in John E. DuBois Addition to DuBois, bounded and described as follows, to wit:

BEGINNING at a post at corner formed by the intersection of the Northerly side of East Second Avenue with the Easterly side of Third Street; thence Northerly by line of said Third Street, 160 feet to a post at South Park Avenue; thence Easterly by line of the said South Park Avenue, 60 feet to post at corner of Lot No. 640; thence Southerly by line of Lot No. 640, 160 feet to post at East Second Avenue; thence Westerly by line of East Second Avenue, 60 feet to a post at Third Street, the place of beginning. Having erected thereon a two story frame dwelling house.

BEING the same premises which were conveyed to Melvin R. Johnson, Jr., and Cheryl A. Johnson, husband and wife, by Deed of Charles F. Hoffman and Dorothy L. Hoffman, husband and wife, dated March 25, 1986, and recorded in Clearfield County Deeds and Records Book Vol. 1071, Page 204, on March 26, 1986.