

William Dubler, et al vs. Richard Hamilton  
2004-72-CD

04-72-CD  
WILLIAM R. DUBLER, JR. vs. RICHARD A. HAMILTON, et al.

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

WILLIAM R. DUBLER, JR. and :  
BRENDA LEE DUBLER :  
husband and wife, :  
Owners : No. 2004- 72-02

A N D :  
RICHARD A. HAMILTON t/d/b/a :  
HAMILTON CONSTRUCTION :  
COMPANY :  
Contractor :

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 7th day of January 2004, RICHARD A. HAMILTON t/d/b/a HAMILTON CONSTRUCTION COMPANY entered into a Contract with William R. Dubler, Jr. and Brenda Lee Dubler, husband and wife, of, Pennsylvania, for the construction of a dwelling house on premises situate in Beccaria 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.

FILED

JAN 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

To give owners full power and authority to protect themselves, 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



Hamilton Construction Company

By:

  
Richard A. Hamilton, Owner

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

On this, the 7 day of January, 2004, before me, the undersigned officer, personally appeared RICHARD A. HAMILTON who acknowledged himself to be the Owner of Hamilton Construction Company and that as such executed this Instrument, and further acknowledged that he has done so for the purposes therein contained.

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



(Notary Public)

NOTARIAL SEAL  
MELANIE B. SASS, NOTARY PUBLIC  
COALPORT BOROUGH, COUNTY OF CLEARFIELD  
MY COMMISSION EXPIRES MARCH 8, 2006

Exhibit "A"

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

BEGINNING at an iron pin, said iron pin being located on the southern right-of-way line of Pa. State Highway Route Number 53, and being also the northwest corner of land of William and Mona Dubler; thence along the line of land of said Dubler, S 15° 31' W for a distance of 388.6 feet to an iron pin located on the right-of-way line of the Penna. Railroad; thence by the line of the right-of-way of said railroad N 64° -29' W for a distance of 101.55 feet to an iron pin; thence by other land of Margaret Blair intended to be presently conveyed to William H. Snyder and Clarabelle Snyder, N 15° -31' E for a distance of 369.16 feet to an iron pin located on the southern right-of-way of the aforementioned Penna. State Highway Route Number 53; thence along said highway right-of-way, S 74° -20' E for a distance of 100.0 feet to an iron pin and the place of beginning. Containing in all 0.87 acres

EXCEPTING AND RESERVING, however, to Witmer Land and Coal Company, its successors and assigns, the coal and other minerals as are reserved in deed from Witmer Land and Coal Company to Alfred Dubler and Mary Dubler, which deed is recorded in Clearfield County, Pennsylvania, in Deed Book 220, Page 7.

ALSO EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

FILED NO  
cc

JK/11/30/04 pff pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830