

04-117- CD
RICHARD D. YOUNGKIN vs. MARK A. QUEEN, et al.

Richard D. Youngkin vs. Mark Queen et al
2004-117-CD

FILED

JAN 26 2004

William A. Shaw
Prothonotary/Clerk of Courts

MECHANIC'S LIEN WAIVER

04-117-CD

THIS MECHANIC'S LIEN WAIVER IS MADE THIS 21st **day** of
January, 2004.

FROM RICHARD D. YOUNGKIN, t/d/b/a Youngkin Construction, having an office at
R.D.#1, Box 217A, Coalport, Pennsylvania 16627, hereinafter referred to as a
"CONTRACTOR",

TO

MARK A. QUEEN and FRANCES K. QUEEN, husband and wife, "OWNERS".

RECITALS:

1. CONTRACTOR has contracted with OWNERS to provide all materials and perform all labor necessary for the remodeling at OWNERS' residence("CONTRACT") located on the PROPERTY, which is described on the attached Schedule "A".
2. CSB BANK (hereinafter referred to as the "BANK"), has agreed and committed to provide a mortgage loan in the sum of THIRTY EIGHT THOUSAND AND 00/100 DOLLARS (\$38,000.00) to OWNERS. This sum is to be advanced by BANK as required by OWNERS for payoff of two existing loans/mortgages on the property, as well as paying for the remodeling by CONTRACTOR as such work progresses.

MECHANIC'S LIEN WAIVER:

NOW THEREFORE, intending to be legally bound, it is stipulated and agreed to as follows:

1. CONTRACTOR, for itself and anyone else acting or claiming through or under it, for and in consideration of the CONTRACT and the considerations stated within the CONTRACT, and intending to be legally bound by this MECHANIC'S LIEN WAIVER, does waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind shall be filed or maintained against the improvements or the estate or the title of the OWNERS, their heirs, successors or assigns, in the

SCHEDULE "A"

That certain lot or parcel of land, together with improvements erected thereon, situated in the Borough of Irvona, Clearfield County, Pennsylvania, bounded and described as follows: -----

BEGINNING at a post on corner of Lot No. Ninety-nine (99) on White Street; thence along said lot One Hundred Fifty (150') feet to an Alley; thence along said Alley in a Southwesterly direction Fifty (50') feet to Anita Street; thence along Anita Street One Hundred Fifty (150') feet to White Street; thence along White Street Fifty (50') feet to place of beginning. Being Lot No. One Hundred (100) in the plan of said Borough of Irvona. -----

EXCEPTING and RESERVING all mineral and mining rights as contained in the Exceptions and Reservations appearing in the prior chain of title.

PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNERS, their heirs, successors, or assigns, by or in the name of the CONTRACTOR or any subcontractors, 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 or about the improvements or the PROPERTY or any part thereof, or on credit thereof, and that all subcontractors, materialmen, and laborers on the work shall look to and hold CONTRACTOR personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind against OWNERS, their heirs, successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the construction, erection and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This agreement waiving the right of liens shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work in the construction, installation, and delivery work as well as to any work and labor done and materials furnished under the CONTRACT.

3. In the event that a CONTRACTOR consists of more than one person, firm or corporation, the undertakings hereunder of such persons, firms or corporations shall be joint and several. For purposes of this MECHANIC'S LIEN WAIVER, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and the feminine, as the context may require.

4. In the event that any mechanic's lien or claims filed by a CONTRACTOR or any person, firm or corporation claiming under, through or against a CONTRACTOR, CONTRACTOR, for itself and all such persons, firms and corporations, irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

5. If a CONTRACTOR or any person, firm or corporation claiming under, through or against the a CONTRACTOR files a mechanic's lien, notwithstanding this waiver, OWNERS, their heirs, successors or assigns, and BANK, its successors and assigns shall each have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to such CONTRACTOR, an amount sufficient to completely reimburse and indemnify OWNERS, their heirs, successors and assigns, BANK, its successors and assigns against all expenses and losses resulting from such liens. Such expenses and losses shall include, without limitation, any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien, and any damages or other losses resulting from such lien, all of which such CONTRACTOR agrees to pay. If any payment then due to such CONTRACTOR by OWNERS, is not sufficient to reimburse and indemnify OWNERS their heirs, successors or assigns, and

BANK, its successors and assigns by way of off-set, such CONTRACTOR agrees to pay the amount of the difference to OWNERS, their heirs, successors or assigns, or BANK, its successors and assigns, as the case may be, upon demand.

6. CONTRACTOR agrees to release any and all liens for all work done, and materials and supplies of any kind that have been delivered or ordered, in connection with the construction, other work to the single family split level style dwelling and any right to file for such liens, which have or may have attached prior to the execution of this MECHANIC'S LIEN WAIVER.

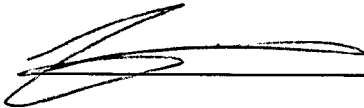
7. In addition, CONTRACTOR further agrees that all provisions of this MECHANIC'S LIEN WAIVER shall apply to the release of any and all mechanic's, materialmen's and any and all other liens, and the right to file such liens, which have attached to the PROPERTY, buildings, or otherwise, prior to the execution of this MECHANIC'S LIEN WAIVER, as those provisions apply to the waiver of any and all mechanic's liens.

8. This agreement and stipulation is made and is intended to be filed with the Cambria County Prothonotary within ten (10) days of the date of this MECHANIC'S LIEN WAIVER, in accordance with the authority granted by the ACT of August 24, 1963, P.L. 1175, SECTION 405, 49 P.S. SECTION 1402.

IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered this MECHANIC'S LIEN WAIVER as of the date first written above.

WITNESS:

CONTRACTOR:



By:  (SEAL)
RICHARD D. YOUNGKIN, t/d/b/a
Youngkin Construction


ACKNOWLEDGMENT

State of Pennsylvania |
County of Cambria | ss

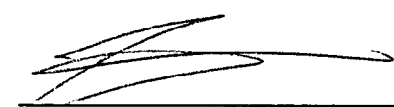
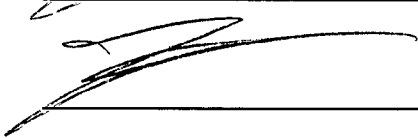
On this the 21st day of January, 2004, before me, a notary public, the undersigned officer, personally appeared Richard D. Youngkin, t/d/b/a Youngkin Construction, known to me (or satisfactorily proven) who acknowledged himself to be the owner of Youngkin Construction, whose name is subscribed to the within instrument and acknowledged that he is authorized to execute the same for the purposes contained therein.

In Witness Whereof, I hereunto set my hand and official seal.

(Seal)


Notary Public

Notarial Seal
Mary Ellen Wendekier, Notary Public
Patton Boro, Cambria County
My Commission Expires Nov. 13, 2004
Member, Pennsylvania Association of Notaries

OWNERS:

Mark A. Queen (SEAL)
MARK A. QUEEN

Frances K. Queen (SEAL)
FRANCES K. QUEEN

ACKNOWLEDGMENT

State of Pennsylvania |
County of Cambria | ss

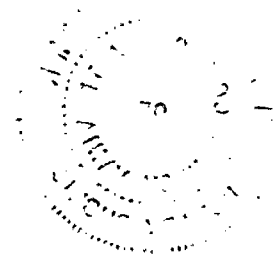
On this the 21st day of January, 2004, before me, a notary public, the undersigned officer, personally appeared MARK A. QUEEN and FRANCES K. QUEEN, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes contained therein.

In witness whereof, I hereunto set my hand official seal.

(Seal)

Mary Ellen Wendekier
Notary Public

Notarial Seal
Mary Ellen Wendekier, Notary Public
Patton Boro, Cambria County
My Commission Expires Nov. 13, 2004
Member, Pennsylvania Association of Notaries



FILED

Any Wendekier

8/18:42:44
JAN 26 2004

pd. 20.00

Nb cc

William A. Shaw
Prothonotary/Clerk of Courts