

2004-579-CD
ANTHONY N. DILULLO, ETAL VS DANA CATALONE D/B/A/

Anthony Dilullo et al vs. Dana Catalone et al
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CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 16 day of April, 2004, by and between **ANTHONY N. DILULLO**, t/d/b/a **DILULLO AUTO SALES**, of Penfield, Pennsylvania, hereinafter "Owner", and **DANA CATALONE d/b/a CATALONE CONSTRUCTION**, of Weedville, Elk County, Pennsylvania, hereinafter "Contractor",

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

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William A. Shaw
Prothonotary/Clerk of Courts

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

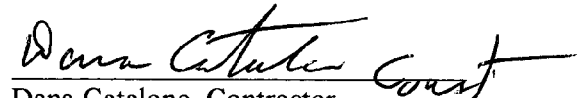
erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

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 lot or parcel of ground situate, lying and being in Huston Township, Clearfield County, Pennsylvania. Said property being known as 13633 Bennetts Valley Highway, Penfield, Clearfield County, Pennsylvania, surveyed by Anthony G. Pitrone, Surveyor, and which is more particularly bounded and described on Exhibit "A" attached hereto.

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.


Dana Catalone, Contractor

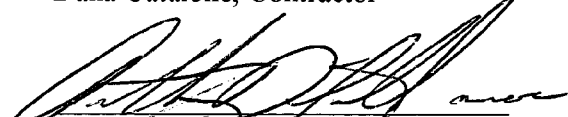

Anthony N. DiIullo, Owner

EXHIBIT "A"
PROPERTY DESCRIPTION FOR ANTHONY N. DILULLO

ALL that certain piece, parcel or lot of land situate, lying and being in the Township of Huston, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a point on the western right of way line of SR 255, said point being North 29 degrees 00 minutes East, a distance of 15.19 feet from the south corner of property of Nicholas F. Dilullo and Lorraine Longwill, of which this is a part. Thence North 51 degrees 54 minutes West and at all times 15 feet distant from the south property line of the said Dilullo and Longwill property, a distance of 180.00 feet to a point; Thence North 29 degrees 00 minutes East a distance of 160.00 feet to a point; Thence South 51 degrees 54 minutes East, a distance of 180.00 feet to a point on the aforementioned western right of way line of SR 255; Thence along said right of way line South 29 degrees 00 minutes West a distance of 160.00 feet to a point and place of beginning.

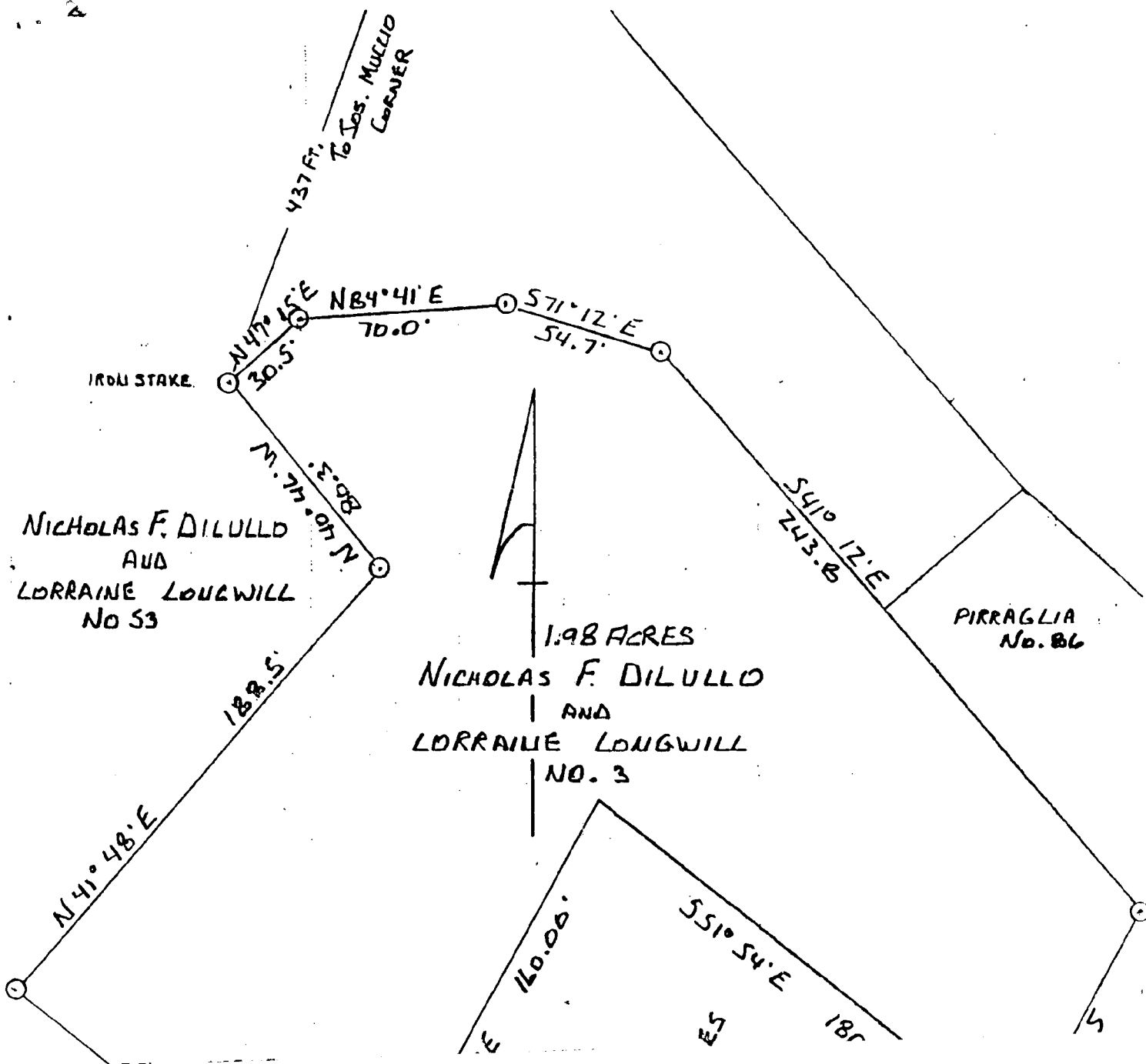
CONTAINING 0.66 acres as shown on the plan attached hereto and made a part hereof. Said description being in accordance with survey of Anthony G. Pitrone, PLS dated March 16, 2004.

EXCEPTING AND RESERVING unto Nicholas F. Dilullo, a/k/a Nick Dilullo, a/k/a Nicola Dilullo, a/k/a Nicholas F. Dilullo, Sr. and Nancy Marie Dilullo, husband and wife, former Grantors, for themselves, that at the execution of this deed, they are lawfully seized of the granted premises herein in the manner following, that is to say, Nicholas F. Dilullo, a/k/a Nick Dilullo, a/k/a Nicola Dilullo, a/k/a Nicholas F. Dilullo, Sr. and Nancy Marie Dilullo, husband and wife, is seized of a life estate in the above-described premises, for and during their natural life.

BEING a portion of the same premises which became vested in Nicholas Francis Dilullo, Jr., an individual, and Lorraine Anne Longwill, an individual, by deed of Nicholas F. Dilullo, a/k/a Nick Dilullo, a/k/a Nicola Dilullo, a/k/a Nicholas F. Dilullo, Sr. and Nancy Marie Dilullo, husband and wife, dated June 10, 1998 and recorded in Clearfield County Deed and Records Book Volume 1941, page 221, the legal description of real estate unlabeled but immediately after the Fifth Thereof on said deed. For purposes of clarification of record title, Nicholas F. Dilullo, a/k/a Nick Dilullo, a/k/a Nicola Dilullo, a/k/a Nicholas F. Dilullo, Sr. are one and the same person.

IT IS AGREED that should Grantee, or Grantee's heirs, executors, grantees, successors and/or assigns, at any time during his ownership receive an offer to purchase the within conveyed premises, or any part of it, and should Grantee desire to accept the offer, or should Grantee during any such time make an offer to sell the within conveyed premises, or any part of it, Grantee shall give Grantors ninety (90) days notice in writing of the offer, setting forth the name and address of the proposed purchaser, the amount of

the proposed purchase price, and all other terms and conditions of such offer, and Grantors, or the survivor of them, shall have the first option to purchase the within conveyed premises which is the subject of the offer, by giving written notice to Grantee of intention to purchase within the ninety (90) day period at the same price and on the same terms of any such offer, it being understood that in the event Grantors do not give notice of their intention to exercise the option to purchase within that period, this right of first refusal is null and void. In the event the property subject to the within conveyance and set forth in the offer are not sold for any reason, Grantors shall have, upon the same conditions and notice, the continuing first option to purchase the property, or any part of it, upon the terms of any subsequent offer or offers to purchase.



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Atty. General

William A. Shaw

Prothonotary/Clerk of Courts

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