

**Edward Mohney Jr. vs Bembenic Construct.**  
**2004-640-CD**

CONTRACTOR'S WAIVER OF LIENS

04-640-C

THIS AGREEMENT made and entered into this April 29<sup>th</sup>, 2004 by and between Edward E. Mohney Jr and Tracy J. Mohney, hereinafter "Owner(s)", of 413 Knarr Street, DuBois, PA 15801, and Bembenic Construction, hereinafter "Contractor" of 113 Wilson Avenue, DuBois, PA 15801.

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.

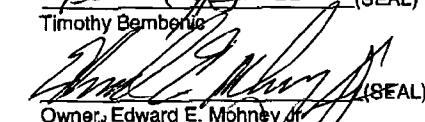
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

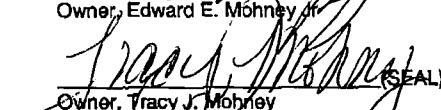
Witness:

Bembenic Construction

By:

  
(SEAL)  
Timothy Bembenic

  
(SEAL)  
Owner, Edward E. Mohney Jr.

  
(SEAL)  
Owner, Tracy J. Mohney

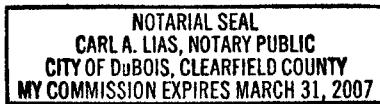
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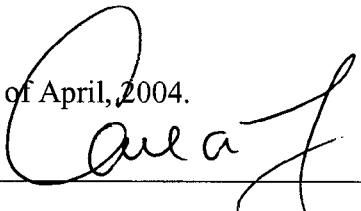
MAY 10 2004

William A. Shaw  
Prothonotary/Clerk of Courts

On this, the 39<sup>th</sup> day of APRIL, 2004, before me the undersigned officer, personally appered TIMOTHY BEMBENIC, known to me (or satisfactory proven) to be the person whose name is suvscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

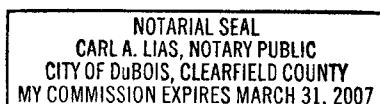
Sworn to and subscribed before me this 29<sup>th</sup> day of April, 2004.

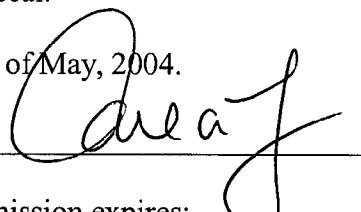


  
\_\_\_\_\_  
Notary  
My commission expires: \_\_\_\_\_

On this, the 7<sup>th</sup> day of MAY, 2004, before me the undersigned officer, personally appered EDWARD E. MOHNEY, JR. AND TRACY J. MOHNEY, known to me (or satisfactory proven) to be the person whose name is suvscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

Sworn to and subscribed before me this 7<sup>th</sup> day of May, 2004.



  
\_\_\_\_\_  
Notary  
My commission expires: \_\_\_\_\_

The land referred to in this policy is located in the County of Clearfield, City of DuBois, State of Pennsylvania, and described as follows:

Beginning at a post at the corner of Lot No. 52, on Knarr Street; thence South 55 1/2° East 150 feet to an alley; thence along said alley 50 feet to a corner of Lot No. 54; thence North, 55 1/2° West, 150 feet to Knarr Street; thence along Knarr Street 50 feet to the place of beginning. Being Lot No. 53, as per Knarr's Addition of the Borough (now City of DuBois).

Being further identified as Clearfield County Tax Map No. 7-4-011-03090 as shown on the assessment map in the Records of Clearfield County, PA.