



CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 4<sup>th</sup> day of December, 2003, by and between GARY D. VONGUNDEN and CARRIE A. VONGUNDEN, hereinafter "Owners", of Marron Road, Curwensville, PA 16833, and WELCOME HOME CENTER, hereinafter "Contractor" of Brockway, PA.

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 of 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 works 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 and 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 Township of Ferguson, County of Clearfield, State of Pennsylvania:

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:

Jeffrey C Kiser

Contractor:

Patricia A Dayida

By: Welcome Home Center

Witness:

Blaise J Ferruccio

Borrowers:

Gary D VonGunden

Gary D VonGunden

Blaise J Ferruccio Carrie A VonGunden

Carrie A. VonGunden

ALL that parcel of land known as Lot 1 of the Wayne Earl and Joyce A. Freyer dated October 7, 2003, lying approximately  $\frac{1}{2}$  mile west of the intersection of Pennsylvania State Route 729 with Pennsylvania State Route 3016, in FERGUSON TOWNSHIP, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a  $\frac{3}{4}$  inch rebar set, said rebar being north 49 degrees 49 minutes 03 seconds east 497.82 feet and south 40 degrees 10 minutes 57 seconds east 50.00 feet from a  $\frac{3}{4}$  inch rebar set at the western most corner of the parcel of which this is a part, said beginning  $\frac{3}{4}$  inch rebar set also being the western most corner of the land herein conveyed and running:

Thence north 49 degrees 49 minutes 03 seconds east a distance of 301.95 feet, through lands of the Grantor to a  $\frac{3}{4}$  inch rebar set;

Thence south 32 degrees 35 minutes 51 seconds east a distance of 306.15 feet, through lands of the Grantor to a point in the centerline of a 50 foot Private Road, said line passing through a  $\frac{3}{4}$  inch rebar set back 25.03 feet from said centerline of the Private Road;

Thence south 54 degrees 34 minutes 41 seconds west a distance of 110.26 feet, along the centerline of the Private Road to a point;

Thence 193.22 feet along an arc of a circle, curving to the right with a 453.01 foot radius, the long chord of which bear south 66 degrees 47 minutes 49 seconds west a distance of 191.76 feet, along the centerline of the 50 foot Private Road to a point;

Thence north 32 degrees 35 minutes 51 seconds west a distance of 240.43 feet, through lands of the Grantor to a  $\frac{3}{4}$  inch rebar set and place of beginning, said line passing through a  $\frac{3}{4}$  inch rebar set at 31.25 feet

Together with the subject to covenants, easements and restrictions of record.

CONTAINING 1.959 acre total, minus 0.174 acre for the right of way of the 50 foot Private Road, leaving 1.785 acre net and known as Lot 1 of the Wayne Earl and Joyce A. Freyer Subdivision dated October 7, 2003, as shown on map prepared by Curry and Associates. Bearings above are based on True North. Being a part of lands conveyed to the grantor by Instrument Number 200104542.

The above described parcel also includes the right to use a 50 foot Private Road for access to Marron Road, also known as Pennsylvania State Route 3016, as shown on the map referenced above, the centerline being described as follows:

BEGINNING at a mag nail set in the centerline of Marron Road, said nail being south 66 degrees 35 minutes 42 seconds west 434.44 feet from a railroad spike set at the northeast corner of pavement of Pennsylvania State Route 729, said mag nail also being opposite the entrance of an existing 12 foot dirt access road used by the gas companies for maintenance of their well

Thence north 19 degrees 15 minutes 443 seconds west 33.44 feet to a  $\frac{3}{4}$  inch rebar set;

Thence north 89 degrees 42 minutes 45 seconds west a distance of 250.23 feet;

Thence north 86 degrees 45 minutes 40 seconds west a distance of 220.74 feet;

Thence, 141.52 feet along an arc of a circle, curving to the right with a 402.22 foot radius, the long chord of which bears north 76 degrees 40 minutes 54 seconds west a distance of 140.79 feet;

thence north 66 degrees 36 minutes 08 seconds west a distance of 249.65 feet;

Thence, 192.60 feet along an arc of a circle, curving to the right with a 4511.40 foot radius, the long chord of which bears north 54 degrees 22 minutes 45 seconds west a distance of 191.14 feet;

Thence north 42 degrees 09 minutes 22 seconds West a distance of 177.43 feet;

Thence, 342.61 feet along an arc of a circle, curving to the right with a 298.86 foot radius, the long chord of which bears north 09 degrees 18 minutes 52 seconds West a distance of 324.16 feet;

Thence north 23 degrees 31 minutes 38 seconds east a distance of 154.50 feet;

Thence, 139.94 feet along an arc of a circle, curving to the left with a 144.14 foot radius, the long chord of which bears north 04 degrees 17 minutes 08 seconds west a distance of 134.51 feet;

Thence, north 32 degrees 05 minutes 54 seconds wet a distance of 39.25 feet;

Thence, 172.75 feet along an arc of a circle, curving to the left with a 106.06 foot radius, the long chord of which bears north 78 degrees 45 minutes 37 seconds west a distance of 154.28 feet, along to a  $\frac{3}{4}$  inch rebar set,

Thence south 54 degrees 34 minutes 41 seconds west a distance of 58.60 feet to a point at the eastern most corner of the above described Lot 1;

Thence south 54 degrees 34 minutes 41 seconds west a distance of 110.26 feet, along Lot 1 to a point;

Thence, 193.22 feet along an arc of a circle, curving to the right with a 453.01 foot radius, the long chord of which bears south 66 degrees 47 minutes 49 seconds west a distance of 191.76 feet, to a point at the southern most corner of Lot 1 and currently the end of the joint use of the 50 foot Private Road;

BEING the same premises conveyed to Gary D. VonGunden and Carrie A. VonGunden, husband and wife, by deed dated December 2, 2003 and to be recorded concurrently herewith.