

04-718-CD
JOHN G. SCHNEIDER, et al. vs. TIM BRITTON

John G. Schneider et al vs. Tim Britton
2004-718-CD

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FILED

MAY 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 20th day of May, 2004 2004, by and between JOHN C. SCHNEIDER and CATHLEEN M. SCHNEIDER, hereinafter "Owners", of DuBois, PA 15801, and TIM BRITTON, of Falls Creek, PA 15840, hereinafter "Contractor"

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 Sandy, 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.

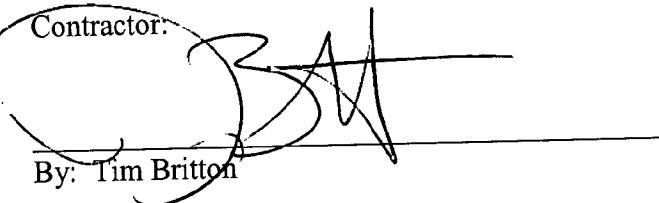
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be 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:



Contractor:

By: Tim Britton

Witness:



Borrowers:

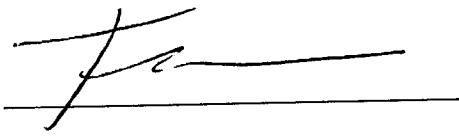
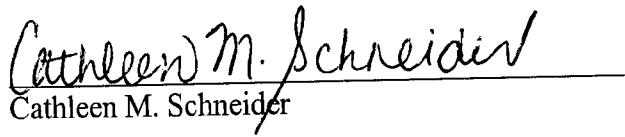

John C. Schneider
Cathleen M. Schneider

EXHIBIT "A"

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

BEGINNING at a point the northeast intersection of White Pine Road and Black Walnut Drive; thence South 34 degrees 34 minutes West along black Walnut Drive two hundred (200.0') feet to a point; thence South 55 degrees 26 minutes East one hundred twenty (120.00') feet to a point; thence North 34 degrees 34 minutes East two hundred (200.0') feet along the property line of Lot No 8 to a point; thence North 55 degrees 26 minutes West one hundred twenty (120.0') feet along White Pine Road to the point the place of beginning.

BEING Lot 7 in the Burnt Hemlock Subdivision as surveyed by General Engineers and Technicians.

FILED ~~no ac~~
May 29 2004 Amy B. Ferruccio pd 20.00

William A. Shaw
Prothonotary/Clerk of Courts