

04-751-CD
BLACK'S HOME SALES, INC. vs. WALTER R. SACOLIC, Jr. et al.

04-751 -0

FILED

MECHANIC'S LIEN WAIVER

MAY 25 2004

Made this 6th day of May, 2004.

William A. Shaw
Prothonotary

FROM BLACK'S HOME SALES, INC., having an office at R.D.1, Box 498, Osceola Mills, Pennsylvania 16666, hereinafter referred to as a "CONTRACTOR",

TO

WALTER R. SACOLIC, JR. and DONNA D. BALL, of P.O. Box 209, Coalport, Pennsylvania 16627, "OWNER".

RECITALS:

1. CONTRACTOR has contracted with OWNER by contract dated March 6, 2004, referred to as ("CONTRACT") to provide a Colony prebuilt or modular single family home and perform labor and furnish all materials necessary to deliver and install said modular home on a foundation constructed by others at 3955 Glendale Lake Blvd., Beccaria Township, Coalport, Clearfield County, Pennsylvania 16627 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 SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) to OWNER. This sum is to be advanced by BANK as required by OWNER and/or as the 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 OWNER, his heirs, successors or assigns, in the PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNER, his 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 OWNER, his heirs, successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the delivery, furnishing and installation of the modular house 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 to delivery, furnishing and installation of the modular house 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, OWNER, his 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 OWNER, his 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 OWNER, is not sufficient to reimburse and indemnify OWNER his 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 OWNER, his heirs, successors or assigns, or BANK, its successors and assigns, as the case may be, upon demand.

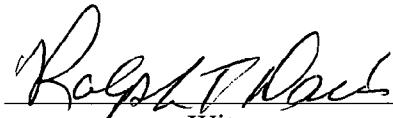
6. CONTRACTOR agrees to release any and all liens for all work done, and materials and supplies of any kind that have been delivered or ordered, in connection with the construction, other work or installation with regard to the delivery and installation of the modular house and any right to file for 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.

CONTRACTOR:
BLACK'S HOME SALES, INC.


Witness _____ By: Donna M. Gibson (SEAL)
_____, _____

OWNER:

Raymond J. Wenderho Walter R. Sacolic, Jr. (SEAL)
Witness _____ WALTER R. SACOLIC, JR.
Raymond J. Wenderho Donna D. Ball (SEAL)
Witness _____ DONNA D. BALL

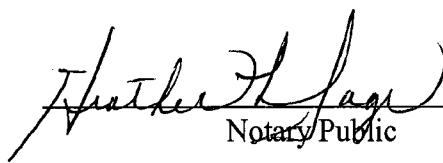
ACKNOWLEDGMENT

State of Pennsylvania |
|
County of Clearfield ss

On this the 6 day of May, 2004, before me, a notary public, the undersigned officer, personally appeared Donna M. Gibson, known to me (or satisfactorily proven), who acknowledged himself to be the Manager of Black's Home Sales, Inc. and to be the person whose name is subscribed to the within instrument and acknowledged that he is authorized to execute the same by signing himself on behalf of Black's Home Sales, Inc. for the purposes contained therein.

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

(Seal)


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heather L. Sage, Notary Public
Decatur Twp., Clearfield County
My Commission Expires June 3, 2007

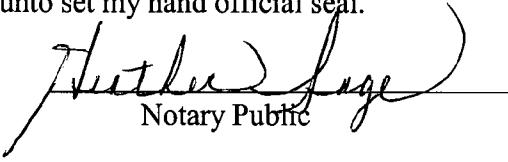
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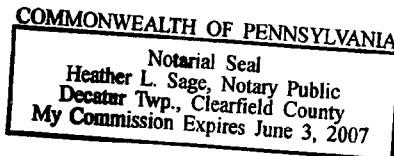
State of Pennsylvania |
County of Clearfield ss

On this the 4 day of May, 2004, before me, a notary public, the undersigned officer, personally appeared WALTER R. SACOLIC and DONNA D. BALL, 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)


Notary Public



ALL that certain lot or piece of ground situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corne of Edward Hopfer and the Public Road; then by right of way of public road North twelve (12⁰) degrees West, sixteen rods to a post; then by land now or formerly of Bessie and Timothy Mays South eighty-two (82⁰) degrees forth (40') minutes East, forty rods to a post on lands of Witmer Land and Coal Company; then by said Witmer Land and Coal Company lands, South twelve (12⁰) degrees East, sixteen rods to a post on the said Edward Hopfer's line; then by North eighty-two (82⁰) degrees forty (40') minutes West, forty rods to the post of beginning. Containing four (4) acres, neat measure.

This parcel of land is further identified on the Clearfield County Tax Assessment records as Tax Control No. 101.0-12229 and Tax Map No. 101.0-H18-000-00050.

Schedule "A"

WESLEY ANDERSON
Vinton County

FILED

MAY 25 2004

07 8:50 AM

William A. Shaw
Prothonotary

cc