

Torrell & Bernardo vs Muth Excavation
2004-971-CD

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TORRELL & BERNARDO REMODELING & CUST. VS MUTH EXCAVATION

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CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 23rd day of June, 2004, by and between Michael L. Krishart and Rita J. Krishart of DuBois, Pennsylvania, 15801, hereinafter "Owner"; and TORRELL & BERNARDO REMODELING & CUSTOM HOMES of 130 McCracken Run Road, DuBois, Pennsylvania, 15801, and MUTH EXCAVATION, of DuBois, Pennsylvania, 15801, hereinafter "Contractor".

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 mechanic's 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's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against: ALL that certain piece, parcel or tract of land in the City of DuBois, Clearfield County, Pennsylvania. See attached property description.
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.

FILED
S/

JUN 25 2004
8:30 AM
William A. Shaw
Prothonotary/Clerk of Courts
2 Cents To File

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

Michael L. Krishart
Michael L. Krishart, Owner

Rita J. Krishart
Rita J. Krishart, Owner

ATTEST

Ronald C. Torrell
Ronald C. Torrell

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES

Richard J. Bernardo
Richard J. Bernardo, Contractor

MUTH EXCAVATION

Daniel Muth
Daniel Muth, Contractor

Penna. Warranty Deed, Short Form No. 30
Baltimore Office Supply Co.

This Deed,

Made the 7th day of March in the year
of our Lord one thousand nine hundred sixty-nine

Between MARY L. MOHNEY, widow, of the City of Rochester, Monroe County, New York, hereinafter called the

and

MICHAEL L. KRISHART and RITA J. KRISHART, his wife, of the City of DuBois, Clearfield County, Pennsylvania, hereinafter called the

Grantor,

Witnesseth, that in consideration of Four Thousand (\$4,000.00) *Grantee s:*

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees, as tenants by entireties, Dollars,

ALL that certain piece, parcel or tract of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the Southeast intersection of West Washington Avenue and Yates Alley; thence in an Easterly direction along the Southern line of West Washington Avenue 60 feet to a post at the corner of Lot No. 285 of the John Rumbarger Addition; thence in a Southerly direction along the line of Lot No. 285 180 feet to a post on Clinton Alley; thence in a Westerly direction along the Northern line of Clinton Alley sixty (60) feet to a post on Yates Alley; thence in a Northerly direction along the Eastern line of Yates Alley 180 feet to a post on West Washington Avenue, the place of beginning. Being a rectangular parcel of ground 60 feet by 180 feet in size, and bounded on the North by West Washington Avenue; on the East by Lot No. 285 of the John Rumbarger Addition; on the South by Clinton Alley and on the West by Yates Alley. Having thereon erected a large two-story frame dwelling house known as No. 713 West Washington Avenue.

BEING the same premises which became vested in Howard G. Mohney and Mary L. Mohney, husband and wife, by deed of James J. McNany, Jr., et al dated November 26, 1952, and recorded December 22, 1952 in Clearfield County Deed Book 426, page 56. The said Howard G. Mohney having died, title to the aforesaid premises vested in the said Mary L. Mohney, widow, grantor herein.