

04-1007-CD
STEVEN H BLOOM, et al VS BLACK'S HOME SALES

✓ Steven Bloom et al vs Black's Home sales
2004-1007-CD

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Steven H. Bloom and
Brandy L. Bloom,
Owners

*

-vs-

Docket No. *04-1007-CD*

*

Black's Home Sales,
Contractor

*

Type of Pleading:
WAIVER OF MECHANICS LIEN

Filed on behalf of:
OWNER: Steven H. Bloom and
Brandy L. Bloom

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

JUL 01 2004

William A. Shaw
Prothonotary/Clerk of Courts



Investors Title Insurance Company

P.O. Drawer 2687
Chapel Hill, North Carolina 27515-2687
(919) 968-2200 (800) 326-4842 Fax: (919) 968-2235

Commonwealth of Pennsylvania, County of Clearfield

Local Agent:

Bankers Settlement Services
of Southwest Pennsylvania, LLC
PO Box 537
Hollidaysburg, PA 16648
Ph: 888/632-0011 Fax: 877/721-0011

STIPULATION/WAIVER OF MECHANICS' LIENS

Commitment / Policy No. _____

On this 29 day of June, 2004, before me personally appeared Steven H. Bloom and
Brandy L. Bloom, Owner of the property ("Owner"), and Donna Gilson, Black's Home Sales, General Contractor ("Contractor"), to me personally known, who, being duly sworn on their oaths, did say as follows:

WHEREAS, the undersigned Contractor entered into a contract with the Owner to provide materials and perform labor necessary for construction of the following improvements:

Purchase and installation of a manufactured home

located on the real property described as follows:

Mary's Lane, Curwensville, PA 16833 (see attached description)

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said contract and for the consideration therein set forth, that neither the Contractor, any subcontractor or materialman, nor any other person furnishing labor or materials to the Contractor under this contract shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to, or in connection with, the property described above.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania.

		Owner		
Steven H. Bloom Owner		Brandy L. Bloom Owner		
State of Pennsylvania, County of Clearfield				
<input checked="" type="checkbox"/> INDIVIDUAL: On this, the <u>30th</u> day of <u>June</u> , 20 <u>04</u> , the undersigned officer, personally appeared <u>Steven H. Bloom and Brandy L. Bloom</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that s/he executed the same for the purposes therein contained.				
<input type="checkbox"/> CORPORATION: On this, the _____ day of _____, 20____, the undersigned officer, personally appeared _____, acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.				
In witness whereof, I hereunto set my hand and <u>COMMONWEALTH OF PENNSYLVANIA</u> Signature Judy A. Clark, Notary Public Curwensville Boro, Clearfield County My Commission Expires Sept. 7, 2007 Member, Pennsylvania Association Of Notaries				
If Notary, my commission expires: _____				

General Contractor				
BY: Donna Gilson, Mgr.				
State of Pennsylvania, County of Clearfield				
<input type="checkbox"/> INDIVIDUAL: On this, the <u>29</u> day of <u>June</u> , 20 <u>04</u> , the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledge that he/she/they executed the same for the purposes therein contained.				
<input checked="" type="checkbox"/> CORPORATION: On this, the <u>29</u> day of <u>June</u> , 20 <u>04</u> , the undersigned officer, personally appeared <u>Black's Home Sales</u> , acknowledged himself to be the <u>Manager</u> of <u>Black's Home Sales</u> , a corporation, and that he as such <u>Manager</u> , being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as <u>Manager</u> .				
In witness whereof, I hereunto set my hand and official seal: Signature Heather L. Sage, Notary Public Decatur Twp., Clearfield County My Commission Expires June 3, 2007				
If Notary, my commission expires: <u>June 03, 2007</u>				

ALL that certain piece or parcel of land situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the south side of a 20 foot street (Mary Street), said iron pin being the northwest corner of land of Patrick E. and Denise C. Bennett, and said iron pin being the northeast corner of the land herein described; thence along the line of said 20 foot street (Mary Street) North 65 degrees 30 minutes 00 seconds West 128.20 feet to an iron pin; thence along the line of land of, now or formerly, Wilber Warren South 24 degrees 30 minutes 00 seconds West 147.50 feet to an iron pin; thence along the line of land of Patrick E. and Denise C. Bennett South 66 degrees 13 minutes 00 seconds East 180.50 feet to an iron pin; thence by same North 21 degrees 30 minutes 00 seconds East 71.35 feet to an iron pin; thence by same North 63 degrees 30 minutes 00 seconds West 52.90 feet to an iron pin; thence by same North 28 degrees 37 minutes 00 seconds East 72.31 feet to an iron pin and the place of beginning. CONTAINING 0.510 acre.

Attached hereto is a survey map of the said property prepared by Lawrence P. Opalisky, Surveyor, dated July, 2000.

EXCEPTING AND RESERVING all exceptions, reservations, conveyances, and restrictions as are contained in the prior chain of title.

BEING the residue of the property conveyed by Ellis H. Cook and Minnie R. Cook to Richard A. Wilkinson and Rita M. Wilkinson by Deed dated April 30, 1958, and recorded in Clearfield County Deed Book 466, page 311; and by Deed dated March 4, 1966, and recorded in Clearfield County Deed Book 520, page 517. Upon the death of Richard A. Wilkinson, his interest in the said property became vested in his widow, Rita M. Wilkinson, grantor herein.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET NO:

Steven H. Bloom and
Brandy L. Bloom

-vs-

Black's Home Sales

WAIVER OF MECHANICS LIEN

July 13, 2004
Amy Koester
444 1/2 rd 20.00

LAW OFFICES
DWIGHT KOERBER, JR.
ATTORNEY AT LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830