

04-1072-CD
JEFFREY R SWATSWORTH, et al -VS- LEO NELEN, t/d/b/a LEO NELEN
EXCAVATING

04-1072-CD *hms*

FILED No CC
01335201 *Aug P. Cherry*
JUL 15 2004 *pd. 2000*

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF RIGHT TO FILE MECHANICS' LIEN

KNOW ALL MEN BY THESE PRESENTS, that JEFFREY R. SWATSWORTH and LORI D. SWATSWORTH, husband and wife, having an address of 55 Two Taverns Road, Littlestown, Pennsylvania 17340 ("Owners"), and LEO NELEN, t/d/b/a LEO NELEN EXCAVATING, of R.D.#1, Box 186, Grampian, Pennsylvania 16838 ("Contractor"), have entered into a Construction Agreement, ("Contract"), dated June 7, 2004, relating to the construction of a building and other improvements upon the following described real estate, as part of the consideration for which agreement this Waiver of Liens is given:

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

BEGINNING at a found iron pin corner on the southern right-of-way line of State Route 4005, said corner being the northeast corner of the property described herein; thence along land of Thomas J. and Eula G. Allison, South 00° 03' 27" West, a distance of 907.27 feet to a set ¾" iron rebar corner; thence along land intended to be conveyed to Robert R. and Rose Mary Swatsworth, South 87° 45' 02" West, a distance of 828.34 feet to a set ¾" iron rebar corner on the eastern right-of-way line of Township Road T-486; thence along the eastern right-of-way line of Township Road T-486 these following courses and distances: North 00° 33' 28" West, 66.29 feet to a point; North 00° 10' 39" East, 334.59 feet to a point; North 01° 04' 04" East, 326.97 feet to a point; North 00° 20' 31" West, 199.35 feet to a set ¾" iron rebar corner on the southern right-of-way line of State Route 4005; thence along the southern right-of-way line of State Route 4005 these following courses and distances: South 88° 39' 29" East, 105.97 feet to a point; North 89° 14' 29" East, 81.26 feet to a point; North 88° 26' 07" East, 129.85 feet to a point; North 87° 58' 47" East, 160.58 feet to a point; North 88° 08' 11" East, 156.80 feet to a point; South 89° 55' 34" East, 189.12 feet to a found iron pin corner, the place of beginning.

CONTAINING 17.37 acres and shown as Lot 2 on a subdivision plan titled

"Final/Preliminary Subdivision Plan of James F. McDonald Property, Bloom Township, Clearfield County" as prepared by Hess & Fisher Engineers, Inc., dated July 31, 2000, and filed in the mapping records of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200014683, on October 2, 2000.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, covenants, conditions, conveyances, easements, and rights-of-way which may appear in the recorded chain of title or which can be determined from an inspection of the premises.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by Owners into the Contract, does hereby, for Contractor and any and all Subcontractors, materialmen and parties acting for, through or under Contractor, them or any of them, or anyone, covenant and agree with Owners that no mechanics' liens or claims shall be filed or maintained by Contractor, them or any of them, or any one, against the above-described real estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of Owners, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the construction and completion of said buildings or other improvements, or any of them, or otherwise; and Contractor, for Contractor and any and all Subcontractors, materialmen and parties acting through or under Contractor, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or buildings or other improvements or any of them.

Contractor hereby covenants, promises and agrees that all Subcontractors, material suppliers, 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 whatever against Owners, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or materials furnished under the Contract or otherwise.

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 construction and completion of the said buildings or other improvements as to any work and labor done and materials furnished under the Contract aforesaid.

Contractor hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction which is the subject of the Contract or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and completion of any buildings or other improvements on the above-described property.

In order to give Owners and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect itself and themselves, the above-described property, the buildings or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims

filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant by Contractor, the Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for him, it, them , or any of them, in any such Court, and in his, its or their name or names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of Contractor or of any Subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of Contractor or any Subcontractor, laborer or material supplier, or anyone else acting under or through it) any pleading or instrument, or any amendment to any pleading or instrument previously filed by him, it or them, to incorporate therein, as part of the record the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the court, term and number in which and where this Waiver of Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor for himself, itself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections, whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

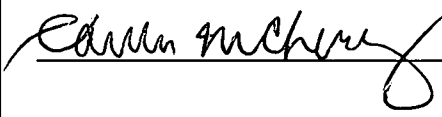
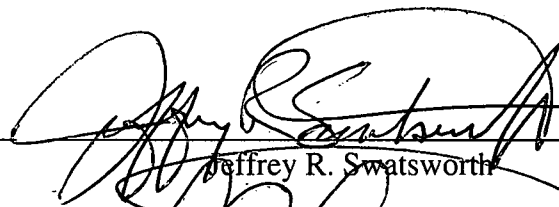
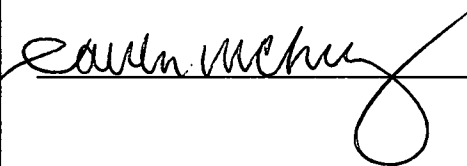
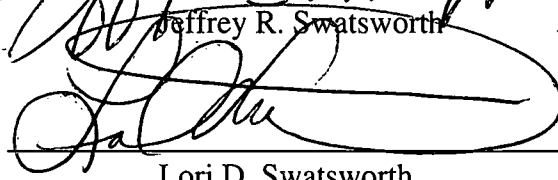
This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of Pennsylvania, or other proper place in which the above-described lands are located, within ten

(10) days after the date hereof in accordance with the requirements of law in such case provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

12th day of July, 2004.

WITNESS:

	 _____ Jeffrey R. Swatsworth (SEAL)
	 _____ Lori D. Swatsworth ("Owners") (SEAL)

WITNESS:

LEO NELEN EXCAVATING:

	By  _____ Leo Nelen ("Contractor") (SEAL)
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