

04-1073-CD
JEFFREY R SWATSWORTH, et al -VS- FAMILY MOBILE HOMES, INC

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

JEFFREY R. SWATSWORTH and LORI :
D. SWATSWORTH, husband and wife, :
Owner, :
vs. :

2004 - _____ WML

FAMILY MOBILE HOMES, INC, :
Contractor. :

04-1073-CB
FILED

JUL 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF MECHANICS' LIEN

THIS AGREEMENT, waiving the right to file Mechanics' Lien, is made this 13th day of July, 2004, between JEFFREY R. SWATSWORTH and LORI D. SWATSWORTH, husband and wife, with the mailing address of 55 Two Taverns Road, Littlestown, Pennsylvania 17340, hereinafter called "OWNER", and FAMILY MOBILE HOMES, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business located at 3170 Clearfield-Woodland Highway, Woodland, Pennsylvania 16881, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the construction of a home under the terms of a Construction Agreement ("Contract") entered into by OWNER and CONTRACTOR, dated May 24, 2004, on all that certain piece, parcel or lot of land lying and being situate in Bloom Township, Clearfield County, Pennsylvania, to which OWNER took title by Deed recorded at Clearfield County Instrument No. 200017232, and more particularly described as follows:

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, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced or any materials delivered by CONTRACTOR, neither the undersigned CONTRACTOR, any of its subcontractors or its materialmen, nor any other person furnishing labor or materials to the said CONTRACTOR, its subcontractors or its materialmen, under the Contract above referred to, shall file a lien commonly known as a Mechanics' Lien, for work

done or materials furnished to the said building or any part thereof. It being clear that FAMILY MOBILE HOMES, INC., is not the general contractor for the entire project and is only signing for itself and its subcontractors and its material suppliers as required for delivery, roll on and set up of the home, but is not signing on behalf of any contractors hired by the OWNER to do other work on the above-mentioned property.

This Stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him, it or them prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have properly executed this Agreement the day and year first above written.

WITNESS:

OWNER:

[Signature]

[Signature] (SEAL)
Jeffrey R. Swatsworth

[Signature]

[Signature] (SEAL)
Lori D. Swatsworth

ATTEST:

CONTRACTOR:
FAMILY MOBILE HOMES, INC.:

[Signature]

By *[Signature]*

Name: Melody J. Endress
Title: V.P. Operations

Name: David C. Gehman
Title: President/Secretary

(Corporate Seal)