

04-1244-CD

ROBERT FRED ROSS VS ROSEMARY MCMASTERS

Robert Ross vs Rosemary McMasters
2004-1244-CD

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MECHANIC'S LIEN WAIVER

FILED

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William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 20.00

Made this 13th day of August, 2004.

FROM ROBERT FRED ROSS, of 732 Main Street, Coalport, Pennsylvania 16627,
hereinafter referred to as a "CONTRACTOR",

TO

ROSEMARY MCMASTERS, of 764 Long Road, Patton, Pennsylvania 16668,
"OWNER".

RECITALS:

1. CONTRACTOR has contracted with OWNER by contract dated July 20, 2004 referred to as ("CONTRACT") to provide all materials and perform all labor necessary for the repair and renovation of an existing structure located on 427 Main Street in Ramey, Clearfield County, Pennsylvania 16671, 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 TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) to OWNER. This sum is to be advanced by BANK as required by OWNER and/or as the construction 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, its successors or assigns, in the PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNER, its 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 addition and 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, its successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the repairs, renovations and other improvements 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 the repairs and renovations and other improvements 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, OWNERS, their 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, its 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 its 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, its 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 repairs and renovations and other improvements 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 Clearfield 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:



Witness



ROBERT FRED ROSS, Contractor (SEAL)

OWNER:

Raymond Wendekier ROSEMARY MCMASTERS (SEAL)
Witness ROSEMARY MCMASTERS

ACKNOWLEDGMENT

State of Pennsylvania |
| ss

County of Cambria |

On this the 13th day of August, 2004, before me, a notary public, the undersigned officer, personally appeared ROBERT FRED ROSS known to me (or satisfactorily proven), who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he is authorized to execute the same by signing by himself for the purposes contained therein.

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

(Seal)

Notarial Seal
Mary Ellen Wendekier, Notary Public
Patton Boro, Cambria County
My Commission Expires Nov. 13, 2004
Member, Pennsylvania Association of Notaries

Mary Ellen Wendekier
Notary Public

ACKNOWLEDGMENT

State of Pennsylvania |
| ss

County of Cambria |

On this the 13th day of August, 2004, before me, a notary public, the undersigned officer, personally appeared ROSEMARY MCMASTERS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes contained therein.

In witness whereof, I hereunto set my hand official seal.

(Seal)

Mary Ellen Wendekier
Notary Public

Notarial Seal
Mary Ellen Wendekier, Notary Public
Patton Boro, Cambria County
My Commission Expires Nov. 13, 2004
Member, Pennsylvania Association of Notaries

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

BEGINNING at a point on the northern side of Main Street in the Borough of Ramey, said point being fifty-two and one-half (52 $\frac{1}{2}$) feet in a westerly direction from the corner of Lot No. 44; thence in a westerly direction along the northern side of Main Street a distance of fifty-two and one-half (52 $\frac{1}{2}$) feet to a point; thence in a northerly direction and in a line parallel with Church Street a distance of one hundred fifty (150) feet to an alley; thence in an easterly direction along the southern side of said alley a distance of fifty-two and one-half (52 $\frac{1}{2}$) feet to a point; thence in a southerly direction and in a line parallel with Church Street one hundred fifty (150) feet to a point on the northern side of Main Street, the point and place of beginning. And being parts of Lot Nos. 38 and 40 in the general plan of the Borough of Ramey.

Tax Control No. 0170-11737 and Tax Map No. 0170-L15-366-00012

SCHEDULE "A"