

Robert Clepper et al vs Torrell & Bernardo
2004-1333-CD

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ROBERT G. CLEPPER AL VS TORRELL & BERNARDO REMODELING

FILED *voce*
m 19:00 B&I
AUG 27 2004 *Attn: Jeffrey*
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20.00

William A. Shaw
 Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 12th day of

AUGUST, 2004, by and between ROBERT G. CLEPPER and AURELIA G. CLEPPER, husband and wife, of DuBois, Pennsylvania, hereinafter "Owner", and TORRELL & BERNARDO REMODELING & CUSTOM HOMES, of DuBois, Clearfield County, Pennsylvania, 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 mechanics' 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 subject property, as set forth in Schedule "A", or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, material men 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, material men 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 material men the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, specifically, Section 8, Lot 27 and, Section 5, Lot 47 within the Treasure Lake Subdivision.

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.

5. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

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

Ronald Torrell
Torrell & Bernardo, Contractor

Robert G. Clepper
Robert G. Clepper, Owner

Aurelia G. Clepper
Aurelia G. Clepper, Owner

EXHIBIT "A"

ALL that certain tract of land designated as Lot No. 27, Section No. 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.