

2004-1364-CD
JAMES W. GATES AL.

VS

J.B. CONTRACTING AND EXCA.

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

JAMES W. GATES and
JOAN L. GATES

Owner

A
N
D

No. 04-1364-CD

FILED
0135261R
AUG 31 2004 20.00
William A. Shaw
Prothonotary/Clerk of Courts

J. B. CONTRACTING AND EXCAVATING
Contractors

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned being contractors or materialmen, have agreed to supply services and material to JAMES W. GATES and JOAN L. GATES for the complete repair/replacement of existing house roof on premises situate in Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain piece or tract of land situate in the Township of Greenwood, County of Clearfield and State of Pennsylvania, bounded and described as follows to wit:

BEGINNING at a stone by public road and running by the said road and land formerly owned by James Johnson South seventy-one degrees (71°) West twelve and two-tenths perches (12.2) to a stone by the said road; thence by land of James Johnson South thirty and one-half degrees (30 ½°) West six and four-tenth perches (6.4) to a post; thence South one degree (1°) West ten and five-tenths perches (10.5) to a post; thence South forty degrees (40°) East five and eighty-tenth perches (5.8) to a post; thence South seventy-three and one-half degrees (73 ½°) East seventeen and five-tenth perches (17.5) to a post; thence still by land of James Johnson North twelve degrees (12°) East eighteen and three-tenth perches (18.3) to a post; thence North thirty-four and one fourth degrees (34 1/4°) West fourteen and three-tenth perches (14.3) to the beginning, containing three acres (3) and three and nine-tenth perches (3.9), neat measure.

EXCEPTING AND RESERVING all the exceptions and reservations as

appear in previous deeds in the chain of title.

BEING the same premises which Dwight A. Gates and Nancy E. Gates, deceased, husband and wife, conveyed to the Grantees herein by Deed dated the 23rd day of August 1996, said Deed being recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania in Deeds and Records Volume 1783 at Page 398. The said Dwight A. Gates conveyed his interest by his Attorney-In-Fact, Nancy J. Barrett, under Power Of Attorney dated the 20th day of October, 1989 with said Power Of Attorney being recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania in Deeds and Records Volume 1783 at Page 392.

This Deed could be interpreted as defective because the Grantor clause does not mention that it is being executed by a Power Of Attorney nor is there any mention in the Deed concerning a Power Of Attorney. The Deed is not signed by the Grantor. It is signed by Nancy J. Barrett, POA, but there is no indication for whom she is acting and the signature is on the line for the witness. Dwight A. Gates died June 2, 1997, intestate leaving to survive him his wife, Mary W. Gates and his three children, Nancy J. Barrett, Stuard D. Gates and James W. Gates. Mary W. Gates died September 11, 2000, and by her Last Will and Testament devised her estate to the same three stepchildren, Nancy J. Barrett, Stuard D. Gates and James W. Gates. This Deed is given to correct any possible defect in the previous Deed.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of agreements for services and materials to complete repair/replacement of existing house roof on said premises, and for the performance of said work and supplying of said materials and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenant and agree that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by them in the construction of said dwelling under their Contract to furnish the labor and materials in and about the aforesaid work; and for the undersigneds, themselves, their heirs and assigns, and all others acting through or under them, hereby expressly waive and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigneds further agree that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said agreements for the construction of said dwelling or any extra additions to be made to said agreements in and about said building or premises.

ATTEST

J. B. CONTRACTING AND EXCAVATING
127 Watts Road
Curwensville, PA 16833

By:

John Barrett
Signature Contractor

(Print your name) John Barrett

COMMONWEALTH OF PENNSYLVANIA:
:SS
COUNTY OF CLEARFIELD:

On this the 19th day of August, 2004, before me, the undersigned officer, JOHN BARRETT, personally appeared, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within WAIVER OF MECHANIC'S LIEN, and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Dennis L. Spencer
(Notary Public)

