

04-1530-CD
TERRY H. WINGARD, et al. vs. KEITH W. SMITH

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN

2004-1530-C0

WHEREAS, TERRY H. WINGARD and DEBRA L. WINGARD, currently of 395 Ridge Avenue Extension, Curwensville, Clearfield County, Pennsylvania, 16833 hereinafter called "OWNER", on or about

_____, 2004, entered into a Contract with Keith W. Smith, t/d/b/a,
Date of Contract Name of Owner

_____, of 406 James Street, Curwensville, PA 16833,
Name of Company Address, City, County, State and Zip Code

Clearfield County, Pennsylvania, hereinafter called "CONTRACTOR", for the purpose of
home improvements

List specific work to be done

in accordance with the plans and specifications attached to said Contract, upon

ALL that certain lot or piece of land, situate in Pike Township, County of Clearfield,
Pennsylvania, bounded and described as follows:

FILED
OCT 01 2004
William A. Shaw
Prothonotary/Clerk of Courts

BEGINNING at a post, on the Chestnut Ridge Road; thence along lands, formerly of Robert R. Neeper (now or formerly Anna Wink) South Thirty-two (32) degrees West One Hundred fifteen (115) feet to a post; thence still by said mentioned land now or formerly of Anna Wink North Fifty (50) degrees Thirty (30) minutes West, One Hundred Eighty-seven (187) feet to a post; thence North, Thirty-two (32) degrees East, Ninety (90) feet to a post, at the Southern Boundary of the Chestnut Ridge Township Road; thence along the line of said Road, South Fifty-eight (58) degrees East, One Hundred Eighty-five (185) feet to the place of beginning. Containing One Hundred Seventeen and seven-tenths (117.7) perches. Survey plot of said land is attached to the Deed dated March 29, 1975, as recorded in the Office of the Recorder of Deeds Office, Clearfield County, Pennsylvania, Deed Book 698, page 159. Said survey plot is incorporated herein by referenced and made a part hereof.

TOGETHER with any and all rights and privileges to maintain, obtain, and use water from a spring located on the Ross Riddle Farm in Pike Township, which is located North of the property herein conveyed. Together with the right of ingress, egress, and regress for the purposes of constructing, cleaning, maintaining and repairing said spring and water pipe line.

Map Number: 126-H09-000-00010

BEING the same premises which vested in Terry H. Wingard and Debra L. Wingard, his wife, by Deed dated March 29, 1975, from Mervin A. Wingard and Margaret R. Wingard,

husband and wife, and recorded in the Recorder's Office of Clearfield County in Deed Book 698, page 159.


NOW, THEREFORE, at the time of and immediately before the execution of the principal Contact, and before any authority has been given by the said, **TERRY H. WINGARD** and **DEBRA L. WINGARD**, husband and wife, to Keith W. Smith (Name of Owner), t/d/b/a, _____, (Name of Company) to commence work on said home improvements,
List specific work to be done

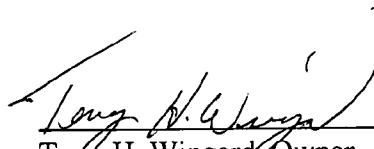
or to purchase materials for the same, it is hereby stipulated and agreed by and between the said parties as part of the said Contract and for the consideration therein set forth that neither the undersigned Contractor, and sub-contractor(s), material man, or mechanic, nor any other person furnishing labor and/or materials to the said Contractor under this Contract shall file any Mechanic's or other lien or claim for work done or material furnished in or about the performance of said Contract against the ground herein described, upon which the structure thereon is erected, or against any structure or property whatsoever covered by said Contract. Furthermore, Contractor shall require all sub-contractor(s), material man(en), or mechanic(s), or any other person(s) furnishing labor and/or materials to the said Contractor under this Contract to execute a similar Waiver of Mechanics' Lien as required by Owner's financial institution.

This stipulation is specifically made with the purpose and the intent that it be filed in the Prothonotary's Office of Clearfield county, Pennsylvania, in accordance with, under, and by virtue of the requirements of the Acts of Assembly of Pennsylvania in such case provided, in order to operate as a complete **Waiver** by the Contractor and all sub-contractors, and material, men, or any other person, of the right to file any Mechanic's Lien of any nature and in any manner.

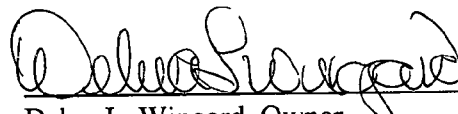
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of September, 2004.


WITNESS:

 _____

 (SEAL)
Terry H. Wingard, Owner

 _____

 (SEAL)
Debra L. Wingard, Owner

 _____

 (SEAL)
_____, Contractor

(SEAL)
_____, Contractor