

04-1536-CD
JOSEPH J. MITORY, et al. vs. 422 HOME SALES

Joseph Mitory et al vs 422 Home Sales
2004-1536-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Joseph J. Mitory

And

Gretta J. Mitory

64-1536-CD

Owner

CIVIL DIVISION

vs

NO-LIEN AGREEMENT OR
WAIVER OF LIENS

422 Home Sales

Contactor

Filed on Behalf of:

Joseph J. Mitory

And

Gretta J. Mitory

Owner

COUNSEL OF RECORD FOR
THIS PARTY:

James John Lomeo, Esquire
Pa ID No. 49536

4232 Northern Pike, Suite 203
Monroeville, PA 15146

(412) 856-1960

FILED
M 10:41 PM 7-20-00
NO CC

OCT 04 2004

William A. Shaw
Prothonotary

WAIVER OF LIENS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, **Joseph J. Mitory and Gretta J. Mitory** (collectively the "Owner") and **422 Home Sales** ("Contractor") have entered into an agreement ("Agreement) relating to the construction of certain improvements to a parcel of real property known as **Route 219, Patchinville, PA** on Exhibit A attached hereto ("Premises"), as part of the consideration for which agreement this Waiver is given;

WHEREAS, the Contractor has covenanted, promised and agreed that no mechanics' liens or claims will be entered and filed against the Premises by Contractor, its subcontractors, vendors, materialmen, laborers, or anyone else for any work.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt of which is hereby acknowledged, as well as for and in consideration of the entry by Owner thereunder, it is stipulated and agreed that neither the undersigned contractor, any subcontractor, vendor, materialman, laborer, nor any other person furnishing labor or materials to Contractor with respect to the Agreement shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the buildings or improvements located on the Premises or any part thereof.

This stipulation and agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental agreement or arrangement for extra work in the erection, construction and completion of any buildings or improvements on the Premises.

In the event that any mechanics' liens or claim is filed by the undersigned, undersigned hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

If the undersigned or any contractor or materialmen claiming by, through or under the undersigned files a mechanics' lien, notwithstanding this Waiver, the Owner or the Owner's representatives, successors or assigns shall be 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 the undersigned an amount sufficient to completely reimburse and indemnify Owner against expenses and losses resulting from such lien. Expenses and losses shall include 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 the undersigned agrees to pay. If any payment then due to the undersigned by owner is not sufficient to reimburse and indemnify Owner by way of off-set as aforesaid, the undersigned agrees to pay the amount of the difference to Owner upon demand.

The undersigned hereby warrants and represents that as of the execution of this Waiver, no work of any kind has been done and no materials or supplies of any kind have been furnished in the performance of the aforesaid Agreement or any supplemental agreement of extra work in the erection, construction and completion of any buildings on the Premises or otherwise.

This Agreement and Waiver is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County where the Premises are located and Contractor agrees that it, all subcontractors, vendors, materialmen, laborers on said work shall look to and hold Contractor liable for the Agreement, materials furnished and work and labor done, so that there shall not be any legal or lawful claims of any kind whatsoever against Owner for any work done or labor or material furnished under the Agreement with the Contractor.

It is expressly understood that the foregoing Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of Owner.

IN WITNESS WHEREOF, Contractor and the Owners have signed and sealed these presents as of the 30th Day of September, 2004.

Peter Tritton
Witness

CONTRACTOR:

Paul V. Shaefer

Witness

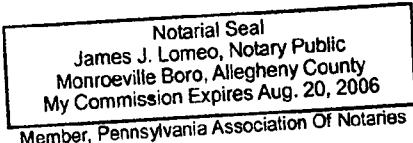
Witness

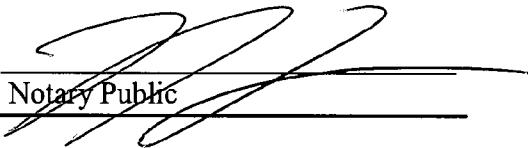
OWNER:
Joseph J. Mitory
Joseph J. Mitory
Gretta J. Mitory
Gretta J. Mitory

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this the 30th Day of September, 2004, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared **Joseph J. Mitory and Gretta J. Mitory** who known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the herein instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

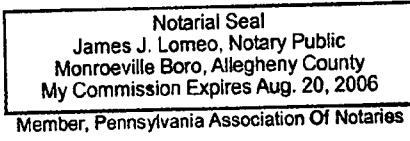


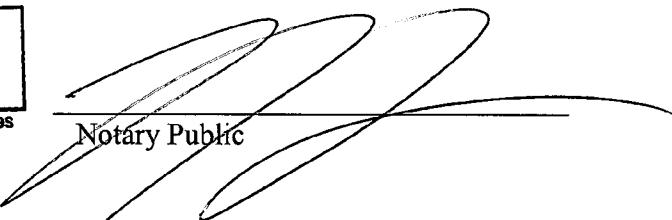

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this the 30th Day of September, 2004, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Paul V. Sherry, V.P. of **422 Home Sales**, who known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the herein instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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




Notary Public

Legal Description
Exhibit "A"

ALL that certain lot or piece of ground situate in the Township of Burnside, County of Clearfield and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to-wit:

BEGINNING at a post on the Southerly edge of the pavement of U.S. Route No. 219, which place of beginning is Southwest 1441 feet along the edge of said pavement from the centerline of Township Road No. 313; thence back along the Southerly edge of said pavement, North 52 degrees 33' East 208 feet to a post on line of a 40 foot alley or passageway; thence along the Westerly line of said alley or passageway South 37 degrees 27' East 438.1 feet to an iron pin; thence through land of which this is a part, South 52 degrees 33' West 208 feet to an iron pin and land now or formerly of William Merryweather, et ux.; thence along the land now or formerly of Merryweather, North 37 degrees 27' West 440.3 feet to the edge of the pavement of U.S. Route 219, and place of beginning.

BEING designated as Parcel No. 108-B15-48.

BEING the same property that Dorothy M. Craver, widow conveyed to Joseph J. Mitory and Gretta J. Mitory, husband and wife, by deed dated August 20, 2002 and recorded on August 21, 2002 in the Recorder's Office of Clearfield County, Pennsylvania in Instrument No. 200213339.