

04-1640-CD
STEVEN M. HAVLIK, et al. vs. McCLOSKEY HOMES, INC.

Steven Havlik et al vs McCloskey Homes
2004-1640-CD

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

STEVEN M. HAVLIK and KRISTINE M. HAVLIK, husband and wife, Owners : No. 04-1640-CJ
and :
MCCLOSKEY HOMES, INC., Contractor :
:

FILED No cc
03-18-04 Atty K. Kesner
OCT 20 2004 pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 8th day of September, 2004, entered into a Contract with Steven E. Havlik and Kristine M. Havlik, husband and wife, of 121 Weaver Street, Clearfield, Pennsylvania, 16830, as the General Contractor for the construction of a dwelling house on premises situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL those certain tracts of land situated in Lawrence Township, Clearfield County, Pennsylvania, being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin, being an easterly corner of Lot No. 66 and lying in a westerly R/W line of Rocky Bend Road (50' R/W); thence along said R/W along a curve to the left, having a chord bearing of South 33° 19' 39" East, a chord distance of 121.28 feet, a radius of 275.00 feet, and an arc length of 122.29 feet to an iron pin, lying in a westerly line of said R/W and being a northerly corner of Lot No. 68; thence along said Lot South 72° 07' 41" West, 370.92 feet to an iron pin, being a westerly corner of said Lot and lying along an easterly edge of the Clearfield Creek; thence along said Creek North 08° 24' 54" West, 73.83 feet to an iron pin; thence continuing along said Creek North 09° 30' 48" West, 82.81 feet to an iron pin, lying along an easterly edge of said Creek and being a westerly corner of Lot No. 66; thence along said Lot North 78° 59' 40" East, 316.70 feet to an iron pin, being the place of beginning, containing 1.053 acres.

BEING KNOWN AS Lot No. 67 on the River's Bend Subdivision Plan, Final Subdivision Plan, Phase 1 Overall Record Plan dated December 11, 2001, and recorded in the Office of the Register and Recorder for Clearfield County as Map File No. 2495.

THE SECOND THEREOF: BEGINNING at an iron pin, being an easterly corner of Lot No. 67 and lying in a westerly R/W line of Rocky Bend Road (50' R/W); thence along said R/W South 46° 04' 02" East, 127.87 feet to an iron pin, lying in a westerly line of said R/W and being a northerly corner of Lot No. 69; thence along said Lot South 67° 21' 28" West, 477.95 feet to an iron pin, being a westerly corner of said Lot and lying along an easterly edge of the Clearfield Creek; thence along said Creek the following bearings and distances: North 01° 12' 08" East, 115.53 feet to an iron pin; thence North 08° 24' 54" West, 43.85 feet to an iron pin, lying along an easterly edge of said Creek and being a westerly corner of Lot No. 67; thence along said Lot North 72° 07' 41" East, 370.92 feet to an iron pin being the place of beginning. Containing 1.283 acres.

BEING known as Lot No. 68 on the River's Bend Subdivision Plan, Final Subdivision Plan, Phase 1 Overall Record Plan dated December 11, 2001, and recorded in the Office of the Register and Recorder for Clearfield County as Map File No. 2495.

UNDER AND SUBJECT to Restrictive Covenants dated May 9, 2002, and recorded in the Office of the Register and Recorder for Clearfield County as Instrument Number 200207543.

BEING the same premises conveyed to Steven E. Havlik and Kristine M. Havlik by Deed of River's Bend Associates, LP dated June 4, 2004 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200409426. Further being identified as Clearfield County Assessment Map Number 123-1.08-136.

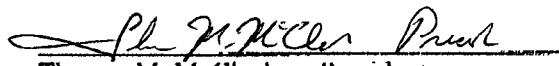
NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees 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 him in the construction of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives 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 undersigned further agrees 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 Contract for the construction of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

ATTEST

MCCLOSKEY HOMES, INC.

By:


Linda A. McCloskey
Secretary
Thomas M. McCloskey, President

"Corporate Seal"

Sworn to and subscribed by me
this 19th day of October, 2004.


Patricia L. Thompson
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PATRICIA L. THOMPSON, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 3, 2008

FILED

OCT 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

