

04-1753-CD  
GERALD H. STOTTISH, et al. vs. MELVIN M. MILLER

Gerald Stottish et al vs Melvin Miller et al  
2004-1753-CD

FILED

O 10/16 BA ICE to City  
NOV 04 2004

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William A. Shaw  
Prothonotary

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of OCTOBER, 2004, by and between Gerald H. Stottish and Karen L. Stottish, husband and wife, of RD #1, Luthersburg Road, Rockton, Pennsylvania, hereinafter "Owner" and Melvin M. Miller, d/b/a M & M Contracting, of 1663 Route 410, Punxsutawney, 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 mechanic's 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 Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen 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, materialmen 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 materialmen the right under the Act of Assembly entitled the Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against All that certain piece or parcel of land situate, lying and being located at RD #1, Luthersburg Road, Rockton, Clearfield County and Commonwealth of Pennsylvania, bounded and described on Exhibit "A".

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. 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.

Witness:

*Ann Marie Rife*

Witness:

*Cathy Stewart*

Witness:

*Gerald H. Stottish*

*Gerald H. Stottish* (Seal)  
Gerald H. Stottish Owner

*Karen L. Stottish* (Seal)  
Karen L. Stottish Owner

*Melvin M. Miller* (Seal)  
Melvin M. Miller, d/b/a M & M Contracting  
Contractor

ALL of that land situate in the Township of Union, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post at the turnpike road leading from Clearfield to Luthersburg;

Thence, by land now or formerly of David LaBorde, North 95 perches more or less to a post;

Thence, West 75 perches more or less to a hemlock, a corner of land intended to be conveyed now or formerly to Moses Bailey;

Thence, by said land South 152 perches more or less to a post at Turnpike Road aforesaid;

Thence, by said Turnpike North 48 degrees, 30 minutes East 34 perches, more or less to a pine;

Thence, by lands conveyed to Lines and Shaw, South 22 perches more or less to a post;

Thence, still by said land conveyed to Lines and Shaw East 53 perches more or less to a beech;

Thence, still by same North 55 perches more or less to the Turnpike aforesaid;

Thence, by said Turnpike North 67 degrees West 4 perches (erroneously referred to as South 67 degrees 4 perches in prior deed) more or less to place of beginning. CONTAINING 66 acres and 124 perches more or less and 6% for roads, part of warrants 3581 and 3573.

EXCEPTING AND RESERVING all deeds to any portion of said land that may be of record including the following transfers:

- A. JOHN J. SCHAEFFER and BERYL G. SCHAEFFER, husband and wife to V.A. SHEESER recorded in volume 445, page 370
- B. JOHN J. SCHAEFFER and BERYL G. SCHAEFFER, his wife to JOHN J. ZUCHOWSKI and SANDRA L. ZUCHOWSKI, husband and wife, record volume 578, page 020
- C. JOHN J. SCHAEFFER and BERYL G. SCHAEFFER, his wife to HOWARD BLOOM, recorded in book 687, page 101
- D. JOHN J. SCHAEFFER and BERYL G. SCHAEFFER, husband and wife to CHRISTOPHER L. SNYDER and LORETTA C. SNYDER, husband and wife, recorded in volume 742, page 325
- E. THOMAS L. BEATTY, single to UNION TOWNSHIP, recorded in volume 1689, page 532

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to THOMAS L. BEATTY, single and MARSHA M. BEATTY, single by deed of JOHN N. CHAPMAN and KATHRYN J. CHAPMAN, his wife dated June 14, 1994 and recorded in the office of the Recorder of Deeds of Clearfield County in Deed and Records Book 1615 page 206.