

04-1806-CD
BRIAN L. SABOL, et al. vs. MYERS BUILDERS AND CONTRACTORS

Brian L. Sabol and Belinda L. Sabol

In the Court of Common Pleas County of
Clearfield

, Pennsylvania

Owner

FILED

Myers Builders and Contractors

Docket Number **2004-1806-C0** Term 2004

Contractor
NOV 12 2004 Page Number

William A. Shaw
Prothonotary/Clerk of Courts

Whereas, Myers Builders and Contractors ("Contractor") of 1682 State Street, Osceola Mills, PA 16666, has entered into a contract with Brian L. Sabol and Belinda L. Sabol ("Owner") of 6030 Morrisdale Allport HWY, Apt. #3, Morrisdale, PA 16858, for the erection or construction of a SINGLE FAMILY DWELLING upon the lot of ground known as Lot #12 Baughman Lane, Morrisdale, PA 16858 Graham Township, Clearfield County, Pennsylvania, described in Exhibit "A" hereof, of which Brian L. Sabol and Belinda L. Sabol are the title holder of record; and

Whereas, it is the intention of Owner and Contractor that neither said lot of ground nor the improvements erected or to be erected thereon shall be subject to a lien for debts due Owner to Contractor or by Contractor to any subcontractor for labor or materials furnished in the said erection or construction, and that the right of anyone to claim any such lien be waived hereby.

Now, This Agreement Witnesseth: That Contractor, for and in consideration of the contract aforesaid and the considerations mentioned thereunder, as well as the further consideration of One Dollar (\$1.00) to it in hand paid by the Owner at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby covenant, promise and agree, for Contractor and any and all subcontractors, materialmen, laborers and parties acting for, through or under Contractor, that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the building, improvements, lot of ground or any part hereof, or the curtilage or curtilages appurtenant thereto by anyone, and that all subcontractors, materialmen and laborers shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done.

And this agreement, waiving the right of lien by anyone, shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the building as well as to any work and labor done and materials furnished under the contract aforesaid.

And, in order to give the Owner full power and authority to protect Owner and the building, improvements and lot of ground, against any and all claims filed by Contractor or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for Contractor in any of the said Courts of Common Pleas as attorney for Contractor and in Contractor's name, mark satisfied of record at the cost and expense of the Contractor, or of any subcontractor or materialman, any and all claims or claim, liens or lien, filed by or for the Contractor, or any subcontractor or materialman, or in the name of any one or more of them against the building, improvements, lot of ground or any part thereof, and, for such act or acts, this shall be good and sufficient warrant and authority, and a reference to the Court, Term and Number in which this instrument shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release, and quit claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction of in anywise touching or concerning the same.

Witness our hands and seals the day and year aforesaid.

Signed and sealed in the presence of:

C. Miller

Brian L. Sabol

Belinda L. Sabol

Caig Myers
Myers Builders and Contractors

File No. **04-213ST**

ALL that certain piece and parcel of land situated in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the South side of a 50 foot right-of-way. Said point is also the northeast corner of Lot No. 10; thence along said right-of-way, North 89 degrees, 33 minutes East 252.0 feet to an iron pin; thence along other lands of Grantor, South 0 degrees, 5 minutes 45 seconds West 344.36 feet to an iron pin on line of, now or formerly, Joseph M. and Judith L. Maguire; thence along lands of same, South 89 degrees 22 minutes 5 seconds West 252.04 feet to an iron pin and also the southeast corner of Lot No. 10; thence along Lot No. 10, North 0 degrees, 5 minutes, 45 seconds East 345.11 feet to an iron pin and place of beginning. Known as Lot No. 12 on map prepared by P.R. Mondock for Shirokey Surveys and dated January 18, 2003. Containing 1.9944 acres.

Said property having been approved as part of a Subdivision in Graham Township, Clearfield County, Pennsylvania and recorded in Clearfield County on April 21, 2003 as Instrument Number 200306285 and being subject to any restrictions appearing thereon.