

04-2014-CD
TURNER AND MILES CONST. VS. WILLIAM S. GALLAHER, et al.

Turner & Miles vs William Gallaher et al
2004-2014-CD

04-2014-CD

FILED *Atty Hollen*
01/11/2004 Pd. 00.00
DEC 22 2004 (CC Atty
William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF MECHANICS' LIEN

WHEREAS, the undersigned contractor, mechanics or material men, **TURNER AND MILES CONSTRUCTION** of R.D. #2 Box 278, Morrisdale, Pennsylvania 16858 entered into a contract with **WILLIAM S. GALLAHER, III** and **SHIRLEY A. GALLAHER** to provide materials for a dwelling house on said lot and perform labor necessary for the erection, building and completion thereof to their property located at 4179 Irvona Road, Irvona, Pennsylvania 16656 as recorded in Recorder's Office of Clearfield County by Instrument Number # 200420479.

ALL THAT CERTAIN piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, more fully described as follows:

BEGINNING at a point on Township Road which road leads in an Easterly direction from the town of Berwindale said point being the Northwest corner of the tract herein described and also being the Northeast corner of other lands; thence South 53 degrees 30 minutes East three hundred twenty-three (323) feet along said roadway to a point; thence South 49 degrees 10 minutes West five hundred twenty-five (525) feet to North Witmer Run; thence in a Northwesterly direction along said Run by its various courses and distances approximately two hundred twenty (220) feet to a point; thence North 36 degrees 30 minutes East five hundred seventy (570) feet to a point to the aforesaid roadway and the place of beginning.

NOW THEREFORE, 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, any subcontractor or material man, nor any other person furnishing labor or materials to the said contractor under this contract shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the said building or any part thereof, or that may hereafter be done or furnished on the same so that a mortgage from William S. Gallaher, III and Shirley A. Gallaher to said CSB Bank shall be the first lien on said property so far as our claims are concerned.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set
their hands and seals this 19 day of Nov., 2004.

Turner and Miles Construction

BY: Kenneth L. Miles
Kenneth L. Miles, Owner

William S. Gallaher, III

William S. Gallaher, III

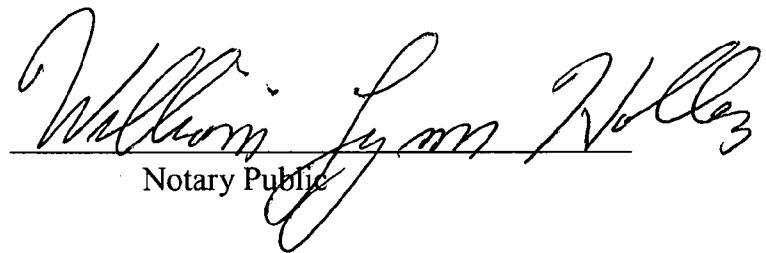
Shirley A. Gallaher

Shirley A. Gallaher

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

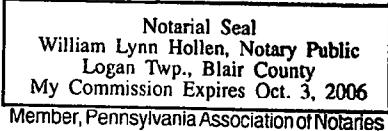
On this, the 90 day of Nov, 2004 before me, the undersigned officer, personally appeared KENNETH L. MILES, Owner of Turner and Miles Construction, individually and known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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



Notary Public

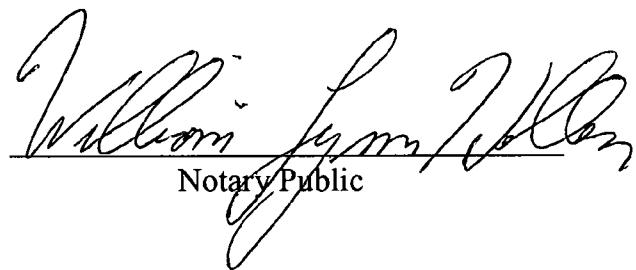
My Commission Expires



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

On this, the 19 day of Nov, 2003 before me, the undersigned officer, personally appeared William S. Gallaher, III and Shirley A. Gallaher, husband and wife, individually and known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



William Lynn Hollen
Notary Public

My Commission Expires

