

05-380-CD

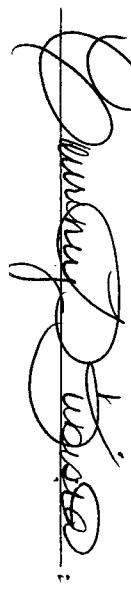
RECORDED AND INDEXED

2005-380-CD

John Gallagher et al v. Robert Matthews

COURTNEY L. KUBISTA
ATTORNEY AT LAW
501 EAST MARKET STREET - SUITE 3
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED TRUE AND CORRECT COPY



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

JOHN T. GALLAHER
AND BRENDA J. GALLAHER

Plaintiffs,

2005-380-CR

vs.

No. 380 2005, W.M.L.

ROBERT MATTHEWS,

Defendant.

Type of pleading:

WAIVER OF RIGHTS UNDER
MECHANIC'S LIEN LAW OF 1963,
AS AMENDED

Filed on behalf of:

John T. Gallaher and
Brenda J. Gallaher,
Plaintiffs.

Counsel for Plaintiff:

Courtney L. Kubista, Esquire
Supreme Court No. 91244
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

MAR 17 2005

03-05-06

William A. Shaw

Prothonotary/Clerk of Courts

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

JOHN T. GALLAHER :
AND BRENDA J. GALLAHER :
Plaintiffs, :
: vs. : No. _____ 2005, W.M.L.
: :
ROBERT MATTHEWS, :
Defendant. :

WAIVER OF RIGHTS UNDER MECHANIC'S LIEN LAW OF 1963 AS AMENDED

THIS AGREEMENT, made and entered into as of this 17th day of November, 2004, by and between JOHN T. GALLAHER and BRENDA J. GALLAHER, hereinafter "Owner" and the undersigned Contractors, Subcontractors, and suppliers of materials, collectively known as "Releasors".

WHEREAS, it is the desire of the Owner that the undersigned for themselves and anyone else acting or claiming through or under them, waive or release any right or claim that they may now have or may in the future have that are commonly known as Mechanics or Materialmens Liens or Claims on the premises described more particularly in Exhibit " A" attached hereto and made a part hereof.

NOW THEREFORE, intending to be legally bound hereby, the parties do agree as follows:

1. That the undersigned Releasors for themselves, their Subcontractors, Materialmen, their heirs, executors, administrators, assigns or anyone else acting or claiming through or under them intending to be legally bound hereby do hereby waive or relinquish all right to file a Mechanics Lien, claim or Notice of Intention to file any lien or claim and to 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 of the estate or title of the Owner in the property or the improvements thereto by or in the name of the Contractor or any other Subcontractor, Materialmen or Laborer for work done and 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 work shall look to and hold the Contractor personally liable for all subcontracts, materials furnished and work and labor done so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner for any work done or labor or materials furnished under the contract for and about the erection, construction, completion of work improvements, or under any contract for any extra work or for work supplemental thereto or otherwise.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well as in respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction, and completion of the improvements. The Releasors for themselves and anyone else acting or claiming through or under them, including Subcontractors, Materialmen or Laborers do hereby agree for themselves, their heirs, successors, administrators and assigns to release all liens which they may now have or hereafter may have on the premises described hereafter may have on the premises described

herein by reason of any materials furnished or yet to be furnished or work performed or yet to be performed by them, or any person claiming under them, for and towards the erection and construction of improvements on said premises.

3. The Releasors for themselves, Subcontractors, Laborers, Materialmen or anyone else claiming or acting through or under them, including their heirs, administrators, executors and assigns do hereby agree to release and forever quitclaim and by these presents do remise, release and forever quitclaim onto the Owner, their heirs and assigns, all manner of liens, claims and demands whatsoever that any of them might have or could have had or may in the future have for work done or yet to be done or materials furnished or yet to be furnished by any of them and hereby agree not to file any liens, claims or demands against the premises, or if any liens, claims or demands have been filed against the premises, to promptly discharge the same.

4. It is the desire of the parties hereto that all benefits of this Agreement shall inure not only to the Owners but also to any mortgagees.

5. This Agreement shall be binding upon the parties hereto as well as any person claiming under them in regard to the erection, construction or completion of any improvements that have been erected or will be erected on the premises that are described more particularly in Exhibit 'A' attached hereto and made a part hereof.

6. This Agreement shall be filed in the Prothonotary's Office of Clearfield County in accordance with the Mechanics Lien Act of 1963 and is the express intent of the parties to be legally bound hereby in accordance with provisions of the Mechanics Lien Act of 1963 As Amended.

WITNESS the due execution hereof and intending to be legally bound hereby that as of
one day before any labor or materials have been provided for the improvements to the premises.



John T. Gallaher, Owner



Brenda J. Gallaher, Owner



Robert Matthews, Contractor

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

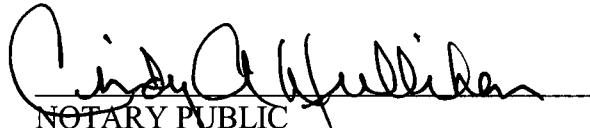
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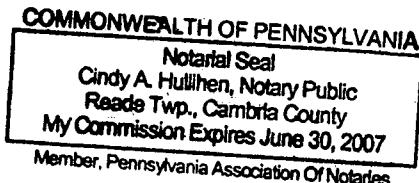
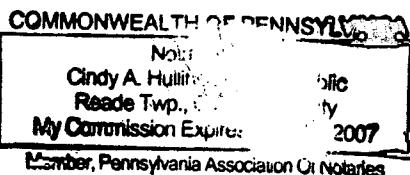
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ON THIS, the 15 day of ^{March} February, 2005, before me, the undersigned officer, personally appeared ROBERT MATTHEWS, known to me, (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:


NOTARY PUBLIC

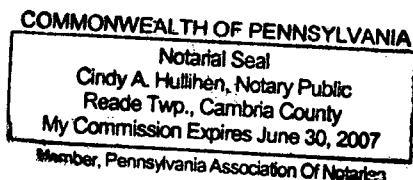


I, ROBERT MATTHEWS, general contractor of the house to be situated at 272 Wits End Lane, Irvona, Pennsylvania, hereby certify the only companies or individuals to provide materials or labor to the aforementioned house are set forth below:

Cohots sons Glasgow, PA 16644
Bryce Selon sons

Sworn to and subscribed to before
me, a notary public, this 15 day
of March, 2005.

Cindy A. Hullihen
NOTARY PUBLIC



SCHEDULE "A"

BEGINNING at an iron pin located on the northern side of SR 53; said pin being the southern most point on the division line between Parcel 1 and Parcel 2, herein described; thence along said division line North 12 degrees 02 minutes 39 seconds East a distance of 256.05 feet to an iron pin; thence along same North 07 degrees 04 minutes 04 seconds East a distance of 212.50 feet to an iron pin; thence along same North 19 degrees 28 minutes 05 seconds West a distance of 319.72 feet to an iron pin; thence along same North 20 degrees 04 minutes 29 seconds East a distance of 104.75 feet to an iron pin; thence along same North 09 degrees 06 minutes 15 seconds East a distance of 140.75 feet to an iron pin; thence along same North 25 degrees 53 minutes 01 seconds West a distance of 111.15 feet to an iron pin; thence along same North 09 degrees 48 minutes 36 seconds East a distance of 273.13 feet to an iron pin; thence along same North 32 degrees 08 minutes 49 seconds East a distance of 122.19 feet to an iron pin; thence along same North 08 degrees 34 minutes 05 seconds East a distance of 170.40 feet to an iron pin; thence along the line of land of James Niebauer South 88 degrees 30 minutes 27 seconds East a distance of 361.45 feet to an iron pin; thence along the line of land Edward and Ima Jean Zupich and the lands of Edward S. and Jill M. Zupich South 02 degrees 45 minutes 26 seconds West a distance of 1546.58 feet to an iron pin; thence along the line of land of Peter Montoro, Jr., North 67 degrees 45 minutes 11 seconds West a distance of 200.01 feet to an iron pin; thence along same South 02 degrees 45 minutes 26 seconds West a distance of 250.00 feet to an existing iron pin; thence along SR 53 North 67 degrees 26 minutes 29 seconds West a distance of 226.80 feet to an iron pin and the point of beginning.

Containing 14.968 acres, more or less, and being Parcel 2 as shown on the Youngkin Subdivision as prepared by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, PA 16639. Said Youngkin Subdivision dated October 3, 2000, and entered for record in Clearfield County Map File No. 2254, on February 28, 2001, and having Instrument File No. 200102875.

Excepting and Reserving such exceptions and reservations as are contained in prior deeds in the chain of title.