

05-713-CD  
Haubert Homes vs. M. Smolko, et al

Haubert Homes v. Sheila Smolko et al  
2005-713-CD

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

HAUBERT HOMES, INC.,  
Contractor

No. 05-713-CD

and

SHEILA M. SMOLKO and  
MARTIN J. SMOLKO, JR.,  
Owners

Filed on behalf of: Martin J. Smolko, Jr. and  
Sheila M. Smolko

Type of Pleading: Waiver of  
Mechanics Liens

Filed by:  
Absolute Settlement Company

900A Beaver Drive  
DuBois, Pennsylvania 15801  
814-375-0800

③  
FILED  
05-12-05  
MAY 17 2005  
1CC  
Absolute Settlement  
Absolute pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

## **CONTRACTOR'S WAIVER OF LIENS**

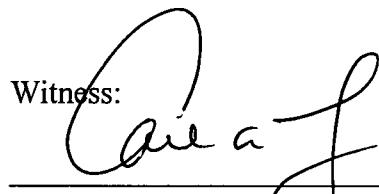
THIS AGREEMENT made and entered into this 29<sup>th</sup> day of April, 2005, by and between Martin J. Smolko, Jr. and Sheila M. Smolko, of West Decatur, Pennsylvania, hereinafter "Owner" and Haubert Homes, Inc., of 73 Beaver Drive, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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 Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain tract or parcel of land located in West Decatur Pennsylvania, known as tax ID #105-N09-148, bounded and described as described on the Attached 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.

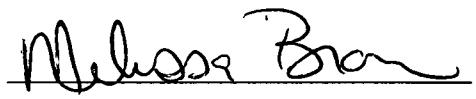
Witness:

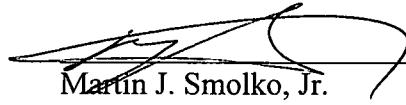


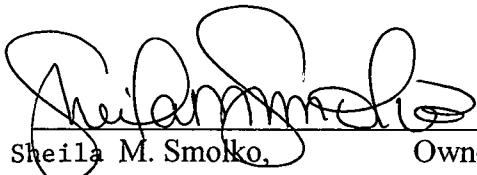
Witness:



Witness:



 (Seal)  
Martin J. Smolko, Jr. Owner

 (Seal)  
Sheila M. Smolko, Owner

HAUBERT HOMES, INC.

BY:  (Seal)  
Mike Peters Contractor

EXHIBIT "A" -

ALL their right, title, and interest in that lot or parcel of land  
situated in Township of Boggs, County of Clearfield, State of Pennsylvania  
bounded and described as follows:

BEGINNING at an iron pin located on the east side of State Route 2049 and on the north side of Township Road No. 673, also known as Prospect Road; thence along said State Route 2049 North zero degrees, twelve minutes, fifty-five seconds West (N 0° 12' 55" W) three hundred eight and eleven hundredths (308.11) feet to an iron pin, and also the southwest corner of Lot No. 4; thence along Lot No. 4 North eighty-six degrees, fifty-three minutes, forty seconds, East (N 86° 53' 40" E) three hundred fifty-seven and twelve hundredths (357.12) feet to an iron pin; thence along other lands of C. Allen Walker and Judith H. Walker South nine degrees, forty-three minutes, thirty-five seconds East (S 9° 43' 35" E) three hundred thirty-two and sixty-one hundredths (332.61) feet to an iron pin located on the north side of above mentioned Township Road No. 673; thence along said road North eighty-nine degrees, fifty-six minutes, fifty-five seconds West (N 89° 56' 55" W) four hundred eleven and sixty-three hundredths (411.63) feet to an iron pin and place of beginning.

Known as Lot No. 3 on map prepared by P.R. Mondock for Shirokey Surveys dated October 25, 2003.

Said map recorded in Clearfield County at Instrument No. 200415074.