

05-739-CD
S. McGarry, et al vs. Beish & Miller

Steven McGarry et al v. Beish & Miller
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FILED

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MAY 20 2005

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**CONTRACTOR'S WAIVER, STIPULATION AGAINST AND RELEASE OF LIENS
AND MECHANICS CLAIMS**

William A. Shaw
County Clerk of Courts

THIS AGREEMENT, made and entered into as of this 26th day of MAY, 2005, by and between Steven C. McGarry and Tracie L. McGarry, husband and wife, of 11867 Curwensville-Tyrone Highway, Curwensville, Pennsylvania 16833, hereinafter "Owners" 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 of 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 curtilage appurtenant 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, and completion of the improvements under the contract. The Releasors for themselves and anyone else acting or claiming through or under them including any 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 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 on to 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 the provision of the Mechanics Lien Act of 1963.

7. By executing this Agreement, the Owner does hereby certify that either no work has been performed or materials have been supplied by any person, partnership or corporation that would entitle that person, partnership or corporation at this time or in the future to file any Mechanics Lien or claim against the premises or in the alternative if any person, partnership or corporation may, prior to the execution of this Agreement have had the right or will in the future have any right to file a Mechanics Lien or claim, that any such right has been extinguished and terminated by the execution of this Agreement and that all persons, partnerships or corporations shall be prevented from maintaining or filing any Mechanics Lien or claim by virtue of the fact that they have executed this Agreement or some other party has executed this Agreement and they would be prevented from filing or maintaining any Mechanics Lien or claim as a result of that party's execution of this Agreement.

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.

Witness Lacey Shaffer

Witness Lacey Shaffer

Witness Lacey Shaffer

Steven C McGarry
Steven C. McGarry, Owner

Tracie L McGarry
Tracie L. McGarry, Owner

Beish & Miller
Beish & Miller, Contractor

STATE OF PENNSYLVANIA

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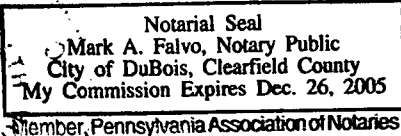
} ss:

COUNTY OF CLEARFIELD

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On this, the 20th day of MAY, 2005, before me, a Notary Public, the undersigned officer, personally appeared Steven C. McGarry, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

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



A handwritten signature of Mark A. Falvo in cursive script, written over a horizontal line.

STATE OF PENNSYLVANIA

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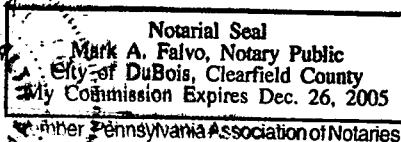
} ss:

COUNTY OF CLEARFIELD

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On this, the 20th day of MAY, 2005, before me, a Notary Public, the undersigned officer, personally appeared Tracie L. McGarry, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purpose therein contained.

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



A handwritten signature of Mark A. Falvo in cursive script, written over a horizontal line.

STATE OF PENNSYLVANIA

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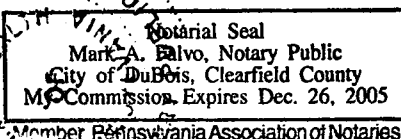
} ss:

COUNTY OF CLEARFIELD

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On this, the 20th day of MAY, 2005, before me, a Notary Public, the undersigned officer, personally appeared PRESTON BEISH, of Beish & Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

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



A handwritten signature of Mark A. Falvo in cursive script, written over a horizontal line.