

05-1024-CD  
Donald Herres et al vs. Haubert

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Donald Herres et al v. Haubert Homes

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

DONALD J. HERRES and MARIANNE  
C.P. HERRES, husband and wife,  
Owners

No. 05- 1024CD

A  
N  
D

HAUBERT HOMES, INC.,  
Contractor

FILED 300  
012:31/67 Amy Kesner  
JUL 14 2005 Amy pd. 20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 27<sup>th</sup> day of May, 2005, entered into a Contract with DONALD J. HERRES and MARIANNE C.P. HERRES, husband and wife, of 512 East Fifth Street, Clearfield, Pennsylvania, 16830, as the General Contractor for the construction of a dwelling house on premises situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain lot of ground situate in Lawrence Township, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Northeast corner of Lot No. 17, said point being South 6 degrees 40 minutes West 100 feet from the South side of Warren Drive; thence North 83 degrees 20 minutes West along the southern boundary of Lot No. 16, 150 feet to the line of Lot No. 23; thence along the eastern line of Lot No. 23 South 6 degrees 40 minutes West 100 feet to a point on the North side of Warren Drive; thence South 83 degrees 20 minutes East 150 feet to the Southwest corner of Lot No. 11; thence North 6 degrees 40 minutes East 100 feet to place of beginning.


Being Lot No. 17 as shown on the map of Greenview, surveyed March 15, 1958, and recorded in Miscellaneous Book 110, Page 19.

BEING the same premises conveyed to Donald J. & Marianne C.P. Herres, husband and wife, by Deed of Barbara Neff Marrara, Executrix of the Estate of Alma B. Neff, dated June 1, 2005 and recorded in Clearfield County as Instrument Number 200508093.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the construction of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the construction of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

HAUBERT HOMES, INC.

By:

A handwritten signature in dark ink, appearing to read "Michael A. Peters", is written over a horizontal line.

Michael A. Peters, Division Manager

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this the 7<sup>th</sup> day of July, 2005, before me the undersigned authority personally appeared, Michael A. Peters, who acknowledged himself to be the Division Manager of Haubert Homes, Inc. and that as such, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his name thereon as such officer and subscribed before me the day and year aforesaid.

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

Melissa L. Brown  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Melissa L. Brown, Notary Public  
Sandy Twp., Clearfield County  
My Commission Expires Apr. 14, 2009  
Member, Pennsylvania Association of Notaries