

05-1034-CD

Cory Duckett et al v AAP Inc.

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Cory Duckett et al v AAP Inc.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Cory W. Dockett
(Plaintiff)

Amy L. Dockett
1230 Jerry Run Rd ^(Street Address)
Clearfield PA 16830
(City, State ZIP)

vs.

AAP Inc
(Defendant)

(Street Address)
Clearfield PA 16830
(City, State ZIP)

CIVIL ACTION

No. 05-1034-CD

Type of Case: Waiver of Filing

Type of Pleading: _____

Filed on Behalf of:

Plaintiff
(Plaintiff/Defendant)

Blaise J. Ferraraccio, Esq
(Filed by)
301 East Pine Street
Clearfield PA 16830
(Address)

814-765-3401
(Phone)

Blaise J. Ferraraccio
(Signature)

FILED No cc
FEE 10.57 ~~Att'y pd.~~ 20.00
JUL 18 2005

WAS William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 13th day of July, 2005, by and between **CORY W. DUCKETT** and **AMY L. DUCKETT**, hereinafter "Owners", of Clearfield, PA 16830, and **AAP, INC.**, hereinafter "Contractor"

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractors for themselves and anyone else acting or claiming through or under them, intending to be legally bound hereby, do hereby waive and relinquish all right to file a mechanics' 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 of the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractors or any subcontractor, materialmen or laborers for works 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 Contractors 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 and contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractors do hereby remise, release and waive for themselves, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens' against ALL that certain piece, parcel or lot of ground situate in the Township of Goshen, County of Clearfield, State of Pennsylvania:

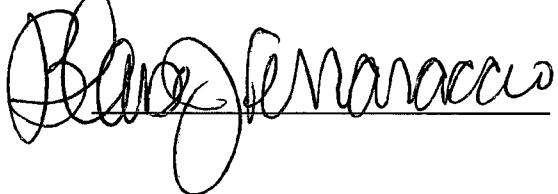
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractors 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.

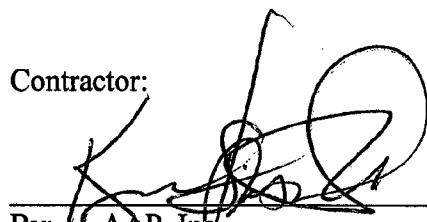
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

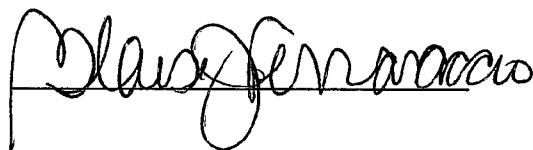


Contractor:

By: AAP, Inc.
Kevin Wisor

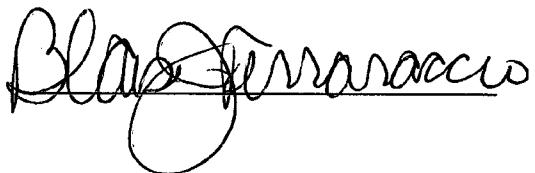
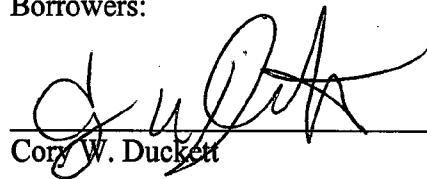


Witness:



Borrowers:

Cory W. Duckett



Amy L. Duckett

ALL those certain pieces or parcels of land, together with all improvements thereon, situate in Goshen Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL ONE:

BEGINNING at a point on the Northern edge of the right-of-way of Township Road #623, said point being the Southwestern corner of land now or formerly of Paul L. Shomo; thence in a Westerly direction along the Northern edge of right-of-way of said Township Road 150 feet to a point; thence in a Northerly direction along line of land now or formerly of Roy A. Shomo, et al, 210 feet to a point; thence in an Easterly direction along line of land now or formerly of Roy A. Shomo, et al, 130 feet to a point; thence along line of land now or formerly of Paul L. Shomo in a Southerly direction 250 feet to a point and place of beginning.

TOGETHER with the right to use the water reservoir located on lands of prior Grantor to the West thereof and the right to the use of the water line now existing from said reservoir to the above described premises.

PARCEL TWO:

BEGINNING at a pin along the Westerly border of lands now or formerly of Shomo; thence in a Southerly direction South 17 degrees 24 minutes 13 seconds West 154.74 feet to a point in the center of Township Route 623; thence along the center line of said Township Route in a Northwesterly direction North 49 degrees 53 minutes 38 seconds West, 284.87 feet to a point; thence in an Easterly direction along lands now or formerly of Lynn Shomo, South 82 degrees 16 minutes 12 seconds East, 266.59 feet to a pin and place of beginning.

TAX PARCEL NO. 115-L6-78