

05-1100-CD

Lyle Woods et al vs Welcome Home
2005-1100-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Lyle Woods and
Bonnie M. Woods
(Plaintiff)

CIVIL ACTION

No. 05-1100-CD

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

VS.

Wesley Home Center
(Defendant)

L. Woods

(Plaintiff/Defendant)

Re: 219 RR Box 427A
(Street Address)

Brockway, Pa. 15824
(City, State ZIP)

Frank, Woods and Woods
(Filed by)

P.O. Box 481, 498 Jefferson St.,
Brockway, Pa. 15801
(Address)
(814) 371-7768
(Phone)

W.A. Shaw
(Signature)

FILED *ICCAG*
JUL 29 2005 *LM* Atty pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 29th of July, 2005 by and between Lyle R. Woods and Denise M. Woods, hereinafter "Owner(s)", of Walking Horse Lane, DuBois, PA 15801, and Welcome Homes Centers, hereinafter "Contractor" of Rt. 219, RR2 Box 429A, Brockway, PA 15824.

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 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 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 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 renounce, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1953 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 Brady, County of Clearfield, State of PA.
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:

Welcome Homes Centers, Inc.

By: Patricia A. Iorfida (SEAL)

PATRICIA A. IORFIDA, manager
(Type or Print Name and Title)

Lyle R. Woods (SEAL)
Owner: Lyle R. Woods

Denise M. Woods (SEAL)
Owner: Denise M. Woods

COMMONWEALTH OF PENNSYLVANIA :
; :
COUNTY OF :
; :

On this, the 29th day of July, 2005, before me, the undersigned officer, personally appeared PATRICIA A. TORFINA of Welcome Homes Centers, Inc., known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

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



Notary Public

**Lyle R. Woods and Denise M. Woods
Brady Township, Clearfield County, PA**

Tax I. D. #107.0-C05-00121 and 00186

All those certain tracts, pieces or parcels of land situate in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

The First Thereof: Beginning at a post at corner of lands now or formerly of Philip Swoope and D. H. Lines; thence East along land now or formerly of D. H. Lines, twenty-nine and three-tenths (29.3) perches to a post; thence South along land now or formerly of John DuBois 35 $\frac{1}{2}$ degrees West, thirty-two and seven and one-half tenths (32.7 $\frac{1}{2}$) perches to a post; thence west along land now or formerly of Philip Swoope, twenty-nine and three-tenths (29.3) perches to a post; thence North along land now or formerly of Philip Swoope, 35 $\frac{1}{2}$ degrees East, thirty-two and seven and one-half tenths (32.7 $\frac{1}{2}$) perches to a post, and place of beginning. Containing six (6) acres;

Together with all of the right, title and interest of the Grantors, their heirs and assigns, in and to a 20 foot wide right-of-way for vehicular and pedestrian traffic extending along the northerly boundary of the above described parcel.

The Second Thereof: Beginning at a pin located South 84 degrees 51 minutes East 276 feet from the east corner of land now or formerly of Doris M. Swanson; thence along land now or formerly of John Lines South 84 degrees 51 minutes East 420 feet; thence along other lands now or formerly of Arthur Woods South 40 degrees 15 minutes West 555 feet; thence by residue of 5.41 acre parcel of land North 7 degrees 30 minutes West 467 feet to the place of beginning. Containing 2.25 acres.

Together with all of the right, title and interest of the Grantors, their heirs and assigns, in and to a 20 foot wide right-of-way for vehicular and pedestrian traffic extending along the northerly boundary of the above described parcel.

Excepting and reserving to C. Arthur Woods and Audrey Woods all of the natural gas found in, on, under and upon the above described two parcels.

Being the same premises conveyed by deed of Chester A. Woods, a/k/a C. Arthur Woods, and Audrey Woods, husband and wife, to Lyle R. Woods and Denise M. Woods, husband and wife, dated August 26, 2004, and recorded in the Office of the Recorder of Clearfield County as Instrument #200414369.