

05-1169-CD
Haubert Homes Inc. vs Todd T. Hogue et al

Haubert Homes, Inc. vs Todd Hogue et al
2005-1169-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Haubert Homes Inc.
(Plaintiff)

CIVIL ACTION

73 Bearer Drive
(Street Address)

No. 05-1169-CD

DuBois Pa 15801
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

VS.

Todd T. Hague et ux
(Defendant)

Filed on Behalf of:

(Plaintiff/Defendant)

Po Box 95
(Street Address)

Curwensville Pa 16833
(City, State ZIP)

Falcon Research Settlement
(Filed by)

4181 Brookville St., Hawthorn Pa 16230
(Address)

814-355-5455

(Phone)

William A. Shaw
Prothonotary/Clerk of Courts

FILED ^{1CC}
013:30 AM
AUG 08 2005 ²⁰⁰⁰
Falcon pd. ^{20.00}
Falcon

(Signature)

MECHANIC'S LIEN WAIVER

HAUBERT HOMES, INC of 73 Beaver Drive, DuBois, Pennsylvania, ("CONTRACTOR"), entered into a contract with **TODD T. HOGUE** and **STAR L. HOGUE** of PO Box 95, Curwensville, Pennsylvania, ("OWNERS") to furnish labor and/or materials for the manufacturer of a modular home (the "Contract") to be delivered to property owned by Owners situate in Pike Township, Clearfield County, Pennsylvania, more particularly described on Exhibit "A" hereof.

NOW THEREOF, as part of the Contract and for the consideration therein set forth, Contractor waives any right that Contractor now has or in the future may have to file a lien, commonly called a mechanic's lien, against the above described real estate or against the improvements located thereon to secure payment for work done or materials furnished by Contractor, or any other person furnishing labor or materials to the Contractor under the Contract. It is the intention of the parties that this Waiver shall be recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania, to provide constructive notice of this Waiver to any and all subcontractors, material men, and other persons furnishing labor or materials under the Contract.

The Contractor hereby certifies that no work has been performed and no materials have been provided pursuant to the Contract as of the date of this Mechanic's Lien Waiver.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Contractor has caused this Waiver to be executed by its Agent this 8th day of August, 2005, with full knowledge of the rights afforded the Contractor under the laws of the Commonwealth of Pennsylvania.

HAUBERT HOMES, INC.

BY



Scott A. Bryan

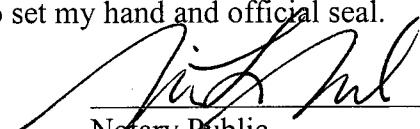
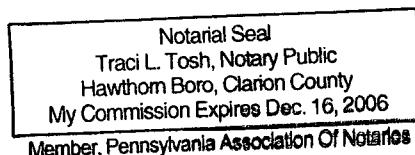
Agent

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Clearfield : S.S.

On this, the 8th day of August, 2005 before me, the undersigned Officer, personally appeared Scott A. Bryan, who acknowledged himself to be an Agent for Haubert Homes, Inc., a Pennsylvania Corporation, and that he as an Agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as an Agent.

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



Notary Public
My Commission Expires: 12/16/06

EXHIBIT "A"

ALL that certain tract or parcel of land in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin which is also the northeast corner of Community Baptist Church; thence along same South sixty-five degrees, seven minutes, fifty seconds West (S 65°07'50" W), four hundred-fifty feet (450) to an iron pin; thence along other lands of Grantors (Shannon Land & Mining Co.) the following courses and distances: North forty-five degrees, one minute West (N 45°01'00" W) three hundred twenty-five and forty-six hundredths (325.46) feet to an iron pin; thence North thirty-eight degrees, thirty-three minutes, forty seconds West (N 38°33'40" W) one hundred sixty-one and ninety hundredths (161.90) feet to an iron pin; thence North forty-one degrees, forty-six minutes, fifty seconds East (N 41°46'50" E) four hundred fifty (450) feet to an iron pipe; thence along lands of the United States Government and lands of Randy D. and Debra L. Sloppy south thirty-eight degrees, fifty-six minutes, ten seconds East (S 38°56'10" E) two hundred ninety-eight and fifty-seven hundredths (298.57) to an iron pin; thence still along lands of Randy D. and Debra L. Sloppy South forty-two degrees, fifty-five seconds East (S 42°55'55" E) three hundred sixty-nine and eighty-three hundredths (369.83) feet to an iron pin and place of beginning. Known as Lot No. 2 on map prepared by P. R. Mondock for Shirokey Surveys dated May 26, 2004. **CONTAINING 5.7949 acres, more or less.**

BEING the same premises as conveyed by C. Alan Walker and Susan Walker Kriner, t/d/b/a Shannon Land and Mining Company to Todd T. Hogue and Star L. Hogue, h/w, by deed dated July 2, 2004 and recorded July 19, 2004, in Clearfield County at Instrument No. 200411596.