

05-1316-CD  
Black's Home Sale vs T. Williams

Black's Home Sales vs Traczyk Williams Jr.  
2005-1316-CD

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

BLACK'S HOME SALES,  
Contractor

and

TRACZYK L. WILLIAMS, JR. and  
LAURA D. WILLIAMS,  
Owners

No. 05-136-CD

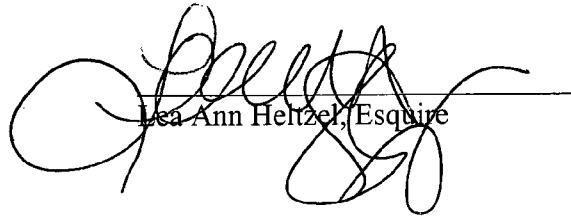
Filed on behalf of: Owners

Type of Pleading: Contractor's  
Waiver of Liens

Filed by:

LEA ANN HELTZEL  
Attorney at Law  
Supreme Court No. 83998

900 Beaver Drive  
DuBois, Pennsylvania 15801  
(814) 375-0300



Lea Ann Heltzel, Esquire

**FILED**  
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William A. Shaw  
Prothonotary

### CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of August, 2005, by and between Traczyk L. Williams, Jr. and Laura D. Williams, of 82 Track Lane, Wallaceton, Bradford Township, Pennsylvania 16876, hereinafter "Owner" and Black's Home Sales of 3750 Walton Street, Osceola Mills, Pennsylvania 16666, hereinafter "Contractor".

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 mechanic's 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.

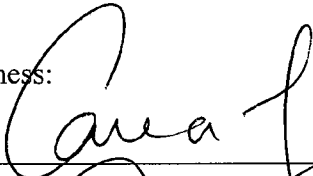
2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against All that certain piece or parcel of land situate, lying and being known as 82 Track Lane, Wallaceton, Pennsylvania, Clearfield County and Commonwealth of Pennsylvania, bounded and described on Exhibit "A".

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.

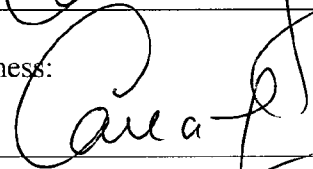
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be 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.

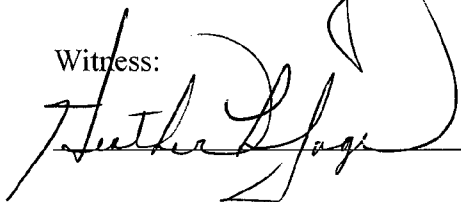
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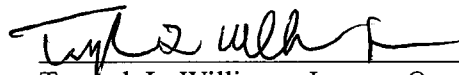


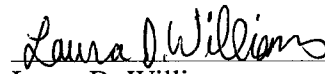
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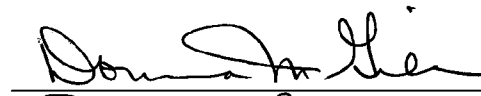


Witness:



 (Seal)  
Traczyk L. Williams, Jr. Owner

 (Seal)  
Laura D. Williams Owner

 (Seal)  
Donna M. Gilson, Contractor  
Black's Home Sales

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF:

BEGINNING AT A STAKE; THENCE SOUTH TEN HUNDRED AND FOURTEEN (1,014) FEET; THENCE EAST THREE HUNDRED AND SIXTY-ONE (361) FEET; THENCE NORTH TEN HUNDRED AND FIFTY-TWO (1,052) FEET; THENCE WEST TWO HUNDRED AND SEVENTY-THREE (273) FEET TO A STAKE AND PLACE OF BEGINNING, CONTAINING SEVEN (7) ACRES AND SIXTY-EIGHT (98) PERCHES.

THE SECOND THEREOF:

ALSO, A PARCEL OF LAND BOUNDED ON THE SOUTH ONE HUNDRED TWENTY-FIVE (125) FEET, MORE OR LESS, BY LANDS NOW OR FORMERLY OF JACOB KNEPP; ON THE WEST FIFTEEN (15) FEET MORE OR LESS, BY TURNPIKE; ON THE NORTH ONE HUNDRED AND FIFTY FEET (150) FEET, MORE OR LESS, BY LINE OF NEW YORK CENTRAL & HUDSON RIVER RAILROAD; ON EAST BY LINES OF LANDS NOW OR FORMERLY OF E. B. GILPATRICK AND CONTAINING ONE-HALF (1/2) ACRES, MORE OR LESS.

BEING THE SAME PREMISES, WHICH WAS CONVEYED TO TRACZYK L. WILLIAMS AND SARA JANE WILLIAMS, HUSBAND AND WIFE, BY DEED OF RAYMOND A. EMIGH AND ARMENTA EMIGH, HUSBAND AND WIFE, BY DEED DATED JULY 20, 1978, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY IN DEED BOOK 767, PAGE 029.

**FILED**

**AUG 29 2005**

**William A. Shaw  
Prothonotary**