

05-1332-CD
Dale E. Walker et al vs 422 Home

Dale Walker et al vs 422 Home Sales
2005-1332-CD

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY, PENNSYLVANIA

Dale E. Walker
and
Melissa S. Walker

Owner

CIVIL DIVISION

05-1332-00

vs

NO-LIEN AGREEMENT OR
WAIVER OF LIENS

422 Homes Sales

Contractor

Filed on Behalf of:

Dale E. Walker
and
Melissa S. Walker

Owner

COUNSEL OF RECORD FOR
THIS PARTY:

James John Lomeo, Esquire
Pa ID No. 49536

4232 Northern Pike, Suite 203
Monroeville, PA 15146

(412) 856-1960

FILED No cc
m 12:31
AUG 30 2005 Aug pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF LIENS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, **Dale E. Walker and Melissa S. Walker** (collectively the "Owner") and **422 Home Sales**, ("Contractor") have entered into an agreement ("Agreement") relating to the construction of certain improvements to a parcel of real property known as **424 Frog Hollow Road, Osceola Mills, PA 16666** as more particularly described on Exhibit A attached hereto ("Premises"), as part of the consideration for which agreement this Waiver is given;

WHEREAS, the Contractor has covenanted, promised and agreed that no mechanics' liens or claims will be entered and filed against the Premises by Contractor, its subcontractors, vendors, materialmen, laborers, or anyone else for any work.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt of which is hereby acknowledged, as well as for and in consideration of the entry by Owner thereunder, it is stipulated and agreed that neither the undersigned contractor, any subcontractor, vendor, materialman, laborer, nor any other person furnishing labor or materials to Contractor with respect to the Agreement shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the buildings or improvements located on the Premises or any part thereof.

This stipulation and agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental agreement or arrangement for extra work in the erection, construction and completion of any buildings or improvements on the Premises.

In the event that any mechanics' liens or claim is filed by the undersigned, undersigned hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

If the undersigned or any contractor or materialmen claiming by, through or under the undersigned files a mechanics' lien, notwithstanding this Waiver, the Owner or the Owner's representatives, successors or assigns shall be have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to the undersigned an amount sufficient to completely reimburse and indemnify Owner against expenses and losses resulting from such lien. Expenses and losses shall include any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien and any damages or other losses resulting from such lien all of which the undersigned agrees to pay. If any payment then due to the undersigned by owner is not sufficient to reimburse and indemnify Owner by way of off-set as aforesaid, the undersigned agrees to pay the amount of the difference to Owner upon demand.

The undersigned hereby warrants and represents that as of the execution of this Waiver, no work of any kind has been done and no materials or supplies of any kind have been furnished in the performance of the aforesaid Agreement or any supplemental agreement of extra work in the erection, construction and completion of any buildings on the Premises or otherwise.

This Agreement and Waiver is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County where the Premises are located and Contractor agrees that it, all subcontractors, vendors, materialmen, laborers on said work shall look to and hold Contractor liable for the Agreement, materials furnished and work and labor done, so that there shall not be any legal or lawful claims of any kind whatsoever against Owner for any work done or labor or material furnished under the Agreement with the Contractor.

It is expressly understood that the foregoing Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of Owner.

IN WITNESS WHEREOF, Contractor and the Owners have signed and sealed these presents as of the 26th Day of August, 2005.

CONTRACTOR:

Pete Tinter
Witness

Lloyd C. Black Jr
422 Home Sales
Lloyd C Black Jr

OWNER:

Pete Tinter
Witness

Dale E Walker
Dale E. Walker

Pete Tinter
Witness

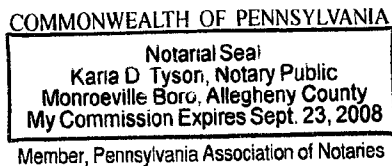
Melissa S. Walker
Melissa S. Walker

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

On this the 26th Day of August, 2005, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared **Dale E. Walker and Melissa S. Walker** as known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the herein instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

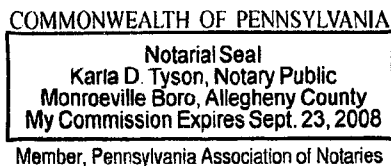


Karia D. Tyson
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this the 26th Day of August, 2005, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Lloyd C. Black, Jr.,
V.P. of **422 Homes Sales** who known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the herein instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Karia D. Tyson
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Township of Decatur, County of Clearfield, Commonwealth of Pennsylvania, being more fully bounded and described therein

BEGINNING at a point on the line of now or formerly of Richard Hughes, which said point is in the common corner of this land and of the tract of land now or formerly of Sidney Wheatley; thence by line now or formerly of Richard Hughs, North 86 degrees 15' West a distance of 197 feet to a point; thence along other lands of said parties and on a line parallel with the West line now or formerly of said Wheatley's land, North 2 degrees 15' East 745 feet to a point; thence along other lands of said parties North 88 degrees 15' East a distance of 197 feet to a point, which is the Northwest corner of the tract now or formerly of Sidney Wheatley; thence along line now or formerly of said Wheatley's land South 2 degrees 15' West 762 feet to line now or formerly of Richard Hughes, the place of beginning.

BEING designated as Map No. 112-012-000-00011

BEING the same property that Dale E. Walker and Melissa S. Walker conveyed to Dale E. Walker by deed dated January 16, 2003 and recorded in the Recorder's Office of Clearfield County, Pennsylvania in Instrument NO. 200301139.