

05-1438-CD
Matthew Belin et al vs Torrell & Bernardo

Matthew Belin et al vs. Torrell & Bernardo
2005-1438-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Matthew T Belin
Marcia K Belin
(Plaintiff)

CIVIL ACTION 05-1438-CD

(Street Address)
DuBois PA 15801
(City, State ZIP)

No. _____

Type of Case: Waiver Mechanic's Lien

Type of Pleading: _____

vs.

Torrell & Bernardo
(Defendant)

Filed on Behalf of:

Matthew + Marcia Belin
(Plaintiff/Defendant) Plaintiff

FILED

0/2:10 Lm Ferraraccio
SEP 16 2005 NoCC.

(Street Address)
DUBOIS PA 15801
(City, State ZIP)

William A. Shaw
Prothonotary

Blaise J. Ferraraccio, ESQ
(Filed by)

301 East Pine Street
(Address)
Clearfield Pa 16830

(Phone) 765 4990

Blaise J. Ferraraccio
(Signature)

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 16th day of September 2005, by and between **MATTHEW T. BELIN** and **MARCIA K. BELIN**, hereinafter "Owners", of DuBois, PA 15801, and **TORRELL & BERNARDO**, 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 Sandy, 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:

Patricia A. Youshonis

Contractor:

Ronald C. Torrell
By: Torrell & Bernardo

Witness:

Andrew M. Lyons

Borrowers:

Matthew T. Belin
Matthew T. Belin

Andrew M. Lyons

Marcia K. Belin
Marcia K. Belin

FILED

SEP 16 2005

William A. Shaw
Prothonotary