

05-1447-CD

Brian L. Wible vs Sonya R. Wible et al

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## WAIVER OF LIENS

This instrument is executed this 10<sup>th</sup> day of September, 2005, by  
Brian L. Wible  
in favor of Sonya R. Wible and Brian L. Wible;

### WITNESSETH:

1. Contractor is a contractor within the meaning of the Mechanics Lien Law of 1963.
2. Owner and contractor have or intend to enter into a certain contract in connection with the construction of a dwelling house, on property known as Tax Map No. 118-M17-5, Township of Gulich, County of Clearfield and County of Blair, Smithmill, Pennsylvania, see Exhibit "A" attached.
3. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanics' or materialmen's liens shall be filed or maintained against the estate or title or owner in the property or any part thereof, or the appurtenances thereto, either by himself or anyone else acting or claiming through or under him for or on account of any work, labor or materials supplied in the performance of the work under the contract or under any supplemental contract or for extra work.

NOW, THEREFORE, in consideration of the contract and the covenants of owner therein contained, and the sum of one dollar paid in hand to contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor, for himself and anyone else acting or claiming through or under him, does hereby waive and relinquish all right to file a mechanics' or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of owner in the property or the appurtenances thereto, by or in the name of contractor, or any subcontractor, materialman or laborer acting or claiming through or under for work done or materials furnished in connection with the contract or by any other party acting through or under them or any of them for and about the property or any part of it.

FILED *rec'd Atty*  
M 12:48 PM  
SEP 19 2005 *Atty pd 20.00*  
Daniel Searer  
William A. Shaw  
Prothonotary/Clerk of Courts

2. This agreement waiving the right of lien shall be an independent covenant by contractor and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in connection with the above described project on the property to the same extend as any work and labor done and materials furnished under the contract.
3. To give owner full power and authority to protect himself, the property, the estate, or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through him in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for him, them or any of them, in any such Court, and in his or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by him or them, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and contractor, for himself and for them, hereby remises, releases and quitclaims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under contractor shall so file a lien in violation of the foregoing covenant, owner may not exercise his rights under this Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by contractor.

IN WITNESS WHEREOF, contractor has executed this instrument as of the day and year first above written.

Ervin J. Webb

SCHEDULE "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, AND THE STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE NORTH SIDE OF PA 859 (SR 453), SAID POINT BEING THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE LINE OF LAND OF THE HOUTZDALE MUNICIPAL AUTHORITY NORTH 03 DEGREES 47 MINUTES 50 SECONDS EAST A DISTANCE OF 1472.06 FEET TO AN IRON PIN; THENCE ALONG LANDS OF THE SAME AND OF THE COMMONWEALTH OF PENNA. SOUTH 87 DEGREES 58 MINUTES 31 SECONDS EAST A DISTANCE OF 3951.40 FEET TO AN EXISTING IRON PIN; THENCE STILL ALONG THE COMMONWEALTH OF PENNA. SOUTH 02 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 2502.24 FEET TO AN EXISTING IRON PIPE; THENCE ALONG THE LINE OF LAND OF MUIR SOUTH 85 DEGREES 03 MINUTES 34 SECONDS WEST A DISTANCE OF 826.70 FEET TO AN EXISTING IRON PIPE; THENCE ALONG THE SAME NORTH 84 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 400.60 FEET

TO AN EXISTING IRON PIPE; THENCE ALONG THE LINE OF LAND OF NESTLERODE NORTH 07 DEGREES 15 MINUTES 03 SECONDS EAST A DISTANCE OF 294.53 FEET TO AN EXISTING IRON PIPE; THENCE ALONG THE SAME NORTH 82 DEGREES 42 MINUTES 05 SECONDS WEST A DISTANCE OF 625.98 FEET TO AN EXISTING IRON PIPE; THENCE ALONG THE LINE OF LAND OF CLOUD NORTH 85 DEGREES 11 MINUTES 05 SECONDS WEST A DISTANCE OF 67.67 FEET TO AN EXISTING IRON PIPE; THENCE ALONG THE SAME SOUTH 58 DEGREES 01 MINUTES 54 SECONDS WEST A DISTANCE OF 208.81 FEET TO AN EXISTING IRON PIN; THENCE ALONG THE SAME SOUTH 48 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 101.49 FEET TO AN EXISTING IRON PIN; THENCE ALONG THE SAME SOUTH 37 DEGREES 21 MINUTES 09 SECONDS WEST A DISTANCE OF 133.28 FEET TO AN EXISTING IRON PIN; THENCE ALONG THE SAME SOUTH 42 DEGREES 01 MINUTES 40 SECONDS WEST A DISTANCE OF 74.28 FEET TO AN EXISTING IRON PIN; THENCE ALONG THE SAME SOUTH 49 DEGREES 32 MINUTES 49 SECONDS WEST A DISTANCE OF 142.06 FEET TO AN EXISTING IRON PIN; THENCE ALONG THE SAME SOUTH 56 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 115.68 FEET TO AN EXISTING IRON PIN; THENCE ALONG THE SAME SOUTH 57 DEGREES 37 MINUTES 52 SECONDS WEST A DISTANCE OF 303.23 FEET TO AN EXISTING IRON PIN; THENCE ALONG THE NORTH SIDE OF PA 859 (SR 453) NORTH 72 DEGREES 13 MINUTES 48 SECONDS WEST A DISTANCE OF 164.52 FEET TO A POINT; THENCE ALONG THE SAME NORTH 67 DEGREES 11 MINUTES 57 SECONDS WEST A DISTANCE OF 79.29 FEET TO A POINT; THENCE ALONG THE SAME NORTH 50 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 75.40 FEET TO A POINT; THENCE ALONG THE SAME NORTH 36 DEGREES 56 MINUTES 54 SECONDS WEST A DISTANCE OF 83.71 FEET TO A POINT; THENCE ALONG THE SAME NORTH 24 DEGREES 39 MINUTES 27 SECONDS WEST A DISTANCE OF 84.95 FEET TO A POINT; THENCE ALONG THE SAME NORTH 15 DEGREES 20 MINUTES 27 SECONDS WEST A DISTANCE OF 507.11 FEET TO A POINT; THENCE ALONG THE SAME NORTH 20 DEGREES 07 MINUTES 59 SECONDS WEST A DISTANCE OF 106.80 FEET TO A POINT; THENCE ALONG THE SAME NORTH 36 DEGREES 33 MINUTES 02 SECONDS WEST A DISTANCE OF 107.04 FEET TO A POINT; THENCE ALONG THE SAME NORTH 49 DEGREES 54 MINUTES 36 SECONDS WEST A DISTANCE OF 640.56 FEET TO A POINT; THENCE ALONG THE SAME NORTH 44 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 173.41 FEET TO THE POINT OF BEGINNING;

CONTAINING 218.03 ACRES MORE OR LESS AS SHOWN ON THE SURVEY OF LAND TO BE CONVEYED TO BRIAN NIBLE AS PREPARED BY GEORGE A. CREE, REGISTERED SURVEYOR.

2417 SKYLINE DRIVE, FALLENTIMBER, PA 16639.

BEING PART OF THE SAME PREMISES WHICH RAYMOND L. CLOUD, JR., WIDOWER, BY DEED DATED SEPTEMBER 8, 2004 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA IN INSTRUMENT NUMBER 2004014781, GRANTED AND CONVEYED UNTO RAYMOND L. CLOUD, III.

EXCEPTING AND RESERVING FROM THE ABOVE ACREAGE THE FOLLOWING PIECES OR PARCELS OF LAND PREVIOUSLY SOLD AS FOLLOWS:

1. RUDY 3.79 ACRES MORE OR LESS.
2. REED 1.00 ACRES MORE OR LESS.
3. KRUISE 3.00 ACRES MORE OR LESS.
4. MOORE 2.00 ACRES MORE OR LESS.
5. CORNELIUS 1.57 ACRES MORE OR LESS.
6. CORNELIUS 3.98 ACRES MORE OR LESS.
7. BUNGO 1.00 ACRES MORE OR LESS.

**FILED**

SEP 19 2005

William A. Shaw  
Prothonotary/Clerk of Courts