

05-1590-CD

Arnold Snyder et al vs Bob Steinbeiser

Arnold Snyder et al vs. Bob Steinbeiser  
2005-1590-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Arnold B and Tammy L Snyder CIVIL ACTION  
(Plaintiff)

1025 W Long Ave  
(Street Address)

Dubois, PA 15801  
(City, State ZIP)

No. 05-1590-CJ

Type of Case: Contractors Waiver of Lien

Type of Pleading: \_\_\_\_\_

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

**FILED**

0/12/50 LM PD \$20.00  
OCT 14 2005 VR Atty Himes

vs.

Bob Steinbeiser  
(Defendant)

681 Hepburn Road  
(Street Address)

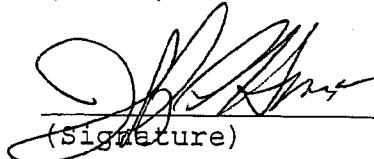
Dubois PA 15801  
(City, State ZIP)

William A. Shaw  
Prothonotary

Jeff Himes  
(Filed by)

379 Main St Brookville PA  
(Address) 15825

814-849-6701  
(Phone)

  
(Signature)

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 13<sup>th</sup> day October, 2005 by and between Arnold B Snyder and Tammy L Snyder, hereinafter "Owner(s)", of 1025 W Long Ave, DuBois, PA 15801, and Bob Steinbeiser, hereinafter "Contractor" of 681 Hepburn Road DuBois, PA. 15801.

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 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 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 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 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 PA.
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.

Witness:

FILED BY:

Stephen W. French, Esquire  
Achille, Ellermeyer & French  
379 Main Street  
Brookville, PA 15825  
814-849-6701

Consumers Choice Construction

By:

  
(SEAL)

Bob Steinbeiser

(Type or Print Name and Title)

  
(SEAL)

Borrower: Arnold B. Snyder

  
(SEAL)

Borrower: Tammy L. Snyder

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Clearfield*

ss.

On this, the 13th day of October, 2005, before me, the undersigned officer, personally appeared Bob Steinbeiser, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

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

*Francis A. Romeo*

Notary Public

NOTARIAL SEAL  
FRANCIS A ROMEO  
Notary Public  
CITY OF DUBOIS, CLEARFIELD COUNTY  
My Commission Expires Jan 18, 2009

ALL of those certain pieces or parcels of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, being Lots Nos. 93, 94 and 95, in Section "C" of the DuBois Land and Improvement Company's plot or plan of lots, being bounded and described as follows:

On the North by West Long Avenue;  
On the South by a sixteen (16) foot alley;  
On the West by Lot 92;  
On the East by a sixteen (16) foot alley.

BEING part of the premises conveyed to the Grantors herein by Deed of Carl Joseph Wojtaszek, a widower, dated the 30th day of March, 1999, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, as Instrument Number 199907617.

The conveyance herein under and subject to all exceptions and reservations as contained in prior Deeds and records.

EXHIBIT "A"