

05-1726-CD
Matthew Robertson vs Haubert

Matthew Robertson al vs Haubert Homes
05-1726-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Matthew D. Robertson et.al. CIVIL ACTION
(Plaintiff)

(Street Address)

No. 2005-1726-CO

(City, State ZIP)

Type of Case: WML

Type of Pleading: _____

VS.

Habent Homes, Inc.
(Defendant)

Filed on Behalf of:

(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

FILED

NOV 04 2005

0 10:45 AM

William A. Shaw
Prothonotary

(Address)

(Phone)

(Signature)

T. E. S.

(Signature)

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 25 day of OCTOBER, 2005, by and between **MATTHEW D. ROBERTSON** and **SUSAN H. SWALES**, hereinafter "Owners", of DuBois, PA 15801, and **HAUBERT HOMES, INC.**, 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:



Contractor:

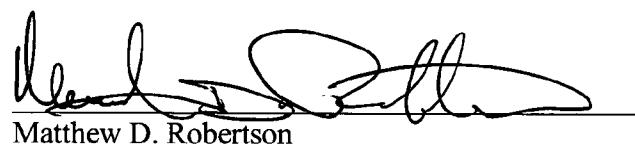


By: Joseph Ryan, New Home Specialist
Haubert Homes, Inc.

Witness:



Borrowers:



Matthew D. Robertson



Susan H. Swales

ALL that certain tract of land designated as Lot No. 168, Section No.6, "Bermuda", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which were conveyed to Matthew D. Robertson, and Susan H. Swales by Deed from Edward R. Cilladi, single, dated September 9, 2005, and recorded as Instrument #200514856.

BEING further identified in the Office of Mapping and Assessment of Clearfield County as Map No. 128-C2-6-168-21.