

05-1924-CD

Grumblatt Builders vs M. Grumblatt

Grumblatt Builders vs Montgomery Grumb.
2005-1924-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Brumblatt Builders CIVIL ACTION
(Plaintiff)

Woodland Bldg Highway No. 2005-1924-CV
(Street Address)

Woodland, PA 16881
(City, State ZIP)

Type of Case: _____

Type of Pleading: Contractor's
Waiver of Liens

Filed on Behalf of:

vs.

Montgomery F. Brumblatt, Sr. Defendant
o Dixie D. Brumblatt (Plaintiff/Defendant)
27 Brumblatt Lane
Woodland, PA 16881
(Street Address)

(City, State ZIP)

FILED

DEC 12 2005
07/11/20 (initials)
William A. Shaw
Prothonotary/Clerk of Courts
No Case

Blaise J. Terraccio, Esquire
(Filed by)

301 East Pine Street
(Address)
Clearfield, PA 16830
814-765-4990
(Phone)

Blaise J. Terraccio
(Signature)

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 6th day of December, 2005, by and between **MONTGOMERY F. GRUMBLATT, SR.** and **DIXIE D. GRUMBLATT**, hereinafter "Owners", of Woodland, PA 16881 and **GRUMBLATT BUILDERS**, 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 Bradford, 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.

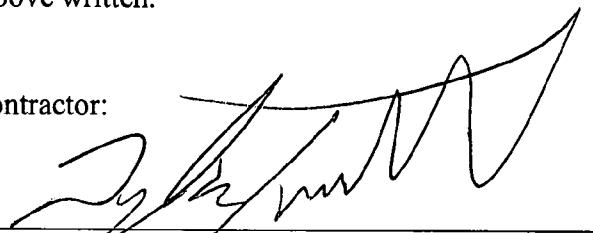
4. In the event Contractors consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this

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:

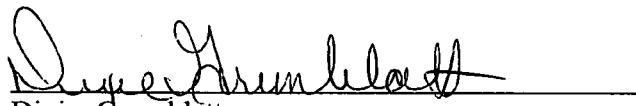


By: Grumblatt Builders
Douglas E. Grumblatt

Witness:

Borrowers:


Montgomery F. Grumblatt, Sr.


Dixie Grumblatt

ALL that tract of land situate in the Township of Bradford, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a Railroad Spike corner in the center of a paved driveway and being on the Southern right-of-way line of State Route 322 and on line of lot now or formerly of Douglas E. and Mary Kay Grumblatt;

Thence along Southern right-of-way line of State Route 322 S $43^{\circ} 43' 53''$ E a distance of 152.00 feet to an iron pin corner on line of lot now or formerly of Jason Douglas and Nadine Grumblatt;

Thence along line of lot now or formerly of Jason Douglas and Nadine Grumblatt S $7^{\circ} 57' 30''$ W a distance of 223.23 feet to an iron pin corner on the Northern right-of-way of the R. J. Corman Railroad Co.;

Thence along the Northern right-of-way line now or formerly of the R. J. Corman Railroad Co. N $74^{\circ} 02' 05''$ W a distance of 96.39 feet to an iron pipe corner;

Thence still by same N $78^{\circ} 21' 45''$ W a distance of 112.24 feet to an iron pin corner on line of lot now or formerly of Douglas E. and Mary Kay Grumblatt;

Thence along line of lot now or formerly of Douglas E. and Mary Kay Grumblatt N $24^{\circ} 30' 19''$ E a distance of 309.66 feet to a Railroad Spike the place of beginning.

Containing 1.0240 acres.

BEING part of the same premises conveyed to Montgomery F. Grumblatt, Sr. and Dixie D. Grumblatt by Deed of Douglas E. Grumblatt, et al, recorded at the Clearfield County Courthouse June 27, 2001 as Instrument #200109871. The purpose of this deed is to give a correct description as outlined on survey map prepared by Sheroke Land Surveys dated October 11, 2005.

BEING further identified in the Office of Mapping and Assessment of Clearfield County as Map No. 106-N8-74.