

06-707-CD
Harry Kornichak vs Brian Crawford

2006-707-CD
Harry Kornichak vs Brian Crawford et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Harry J. Karinchuk
(Plaintiff)

P.O. Box 226
(Street Address)

Coalport, PA 16627
(City, State ZIP)

CIVIL ACTION

No. 2006-707 CD

Type of Case: Mechanics Lien

Type of Pleading: Mechanics Lien
Waiver

Filed on Behalf of:

Plaintiff & Defendant
(Plaintiff/Defendant)

vs.

Brian L. Crawford

(Defendant)
Connie J. Crawford
337 Jim's Lane
(Street Address)

Coalport, PA 16627
(City State ZIP)

Raymond J. Wenskier, Esq.
(Filed by)

306 Magee Avenue, Patton, PA
(Address) 16668

814-674-5991
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Raymond J. Wenskier
(Signature)

FILED Atty pd.
01/16/07 2000
MAY 05 2006 2cc Atty
JW

William A. Shaw
Prothonotary/Clerk of Courts

MECHANIC'S LIEN WAIVER

Made this 3 day of May, 2006.

FROM HARRY J. KORINCHAK, of P.O. Box 226, Coalport, Pennsylvania 16627,
hereinafter referred to as a "CONTRACTOR",

TO

BRIAN R. CRAWFORD and CONNIE J. CRAWFORD, husband and wife, of
P.O. Box 411, 337 Jim's Lane, Coalport, Pennsylvania 16627, "OWNERS".

RECITALS:

1. CONTRACTOR has contracted with OWNER by contracts dated March 8, 2006, referred to as ("CONTRACT") to provide all materials and perform all labor necessary for repairs and renovations of a single family house, at 337 Jim's Lane, Beccaria Township, Coalport, Clearfield County, Pennsylvania 16627, the PROPERTY, which is described on the attached Schedule "A".
2. CSB BANK (hereinafter referred to as the "BANK"), has agreed and committed to provide a mortgage loan in the sum of ONE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$110,000.00) to OWNER. This sum is to be advanced by BANK as required by OWNER and/or as the construction work progresses.

MECHANIC'S LIEN WAIVER:

NOW THEREFORE, intending to be legally bound, it is stipulated and agreed to as follows:

1. CONTRACTOR, for itself and anyone else acting or claiming through or under it, for and in consideration of the CONTRACT and the considerations stated within the CONTRACT, and intending to be legally bound by this MECHANIC'S LIEN WAIVER, does waive and relinquish all right to file a mechanic's lien,

claim or notice of intention to file any lien or claim, and does covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind shall be filed or maintained against the improvements or the estate or the title of the OWNERS, their heirs, successors or assigns, in the PROPERTY or the curtilage or curtilages appurtenant thereto, or against any right, title or interest of OWNERS, their heirs, successors, or assigns, by or in the name of the CONTRACTOR or any subcontractors, 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 or about the addition and improvements or the PROPERTY or any part thereof, or on credit thereof, and that all subcontractors, materialmen, and laborers on the work shall look to and hold CONTRACTOR personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind against OWNERS, their heirs, successors or assigns for any subcontracts, and materials and work done and labor furnished under the CONTRACT for and about the repairs and renovations of the house and and other improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This agreement waiving the right of liens shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work to the repairs and renovations of the house and other improvements as well as to any work and labor done and materials furnished under the CONTRACT.
3. In the event that a CONTRACTOR consists of more than one person, firm or corporation, the undertakings hereunder of such persons, firms or corporations shall be joint and several. For purposes of this MECHANIC'S LIEN WAIVER, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and the feminine, as the context may require.
4. In the event that any mechanic's lien or claims filed by a CONTRACTOR or any person, firm or corporation claiming under, through or against a CONTRACTOR, CONTRACTOR, for itself and all such persons, firms and corporations, irrevocably waives any right to a jury trial in any action to strike or discharge the lien.
5. If a CONTRACTOR or any person, firm or corporation claiming under, through or against the a CONTRACTOR files a mechanic's lien, notwithstanding this waiver, OWNERS, their heirs, successors or assigns, and BANK, its successors and assigns shall each have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to such CONTRACTOR, an amount sufficient to completely reimburse and indemnify OWNERS, their heirs, successors and

assigns, BANK, its successors and assigns against all expenses and losses resulting from such liens. Such expenses and losses shall include, without limitation, any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien, and any damages or other losses resulting from such lien, all of which such CONTRACTOR agrees to pay. If any payment then due to such CONTRACTOR by OWNERS, is not sufficient to reimburse and indemnify OWNERS their heirs, successors or assigns, and BANK, its successors and assigns by way of off-set, such CONTRACTOR agrees to pay the amount of the difference to OWNERS, their heirs, successors or assigns, or BANK, its successors and assigns, as the case may be, upon demand.

6. CONTRACTOR agrees to release any and all liens for all work done, and materials and supplies of any kind that have been delivered or ordered, in connection with the repairs of the house and other improvements and any right to file for such liens, which have or may have attached prior to the execution of this MECHANIC'S LIEN WAIVER.

7. In addition, CONTRACTOR further agrees that all provisions of this MECHANIC'S LIEN WAIVER shall apply to the release of any and all mechanic's, materialmen's and any and all other liens, and the right to file such liens, which have attached to the PROPERTY, buildings, or otherwise, prior to the execution of this MECHANIC'S LIEN WAIVER, as those provisions apply to the waiver of any and all mechanic's liens.

8. This agreement and stipulation is made and is intended to be filed with the Cambria County Prothonotary within ten (10) days of the date of this MECHANIC'S LIEN WAIVER, in accordance with the authority granted by the ACT of August 24, 1963, P.L. 1175, SECTION 405, 49 P.S. SECTION 1402.

IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered this MECHANIC'S LIEN WAIVER as of the date first written above.

CONTRACTOR:

Faith Negat Harry J. Korinchak (SEAL)
Witness HARRY J. KORINCHAK

OWNER:

Faith Negat Brian R. Crawford (SEAL)
Witness BRIAN R. CRAWFORD
Faith Negat Connie J. Crawford (SEAL)
Witness CONNIE J. CRAWFORD

ACKNOWLEDGMENT

State of Pennsylvania |
| ss

County of Clfd. |

On this the 3 day of May, 2006, before me, a notary public, the undersigned officer, personally appeared HARRY J. KORINCHAK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes contained therein.

In Witness Whereof, I hereunto set my hand and official seal.

(Seal)

Melanie B. Sass

Commonwealth of Pennsylvania

NOTARIAL SEAL

MELANIE B. SASS, Notary Public
Coalport Borough, County of Clearfield
My Commission Expires March 8, 2010

ALL those certain pieces or parcels of land situate in the Village of Rosebud, Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: Bounded on the North in part by State Route No. 3012, formerly Legislative Route No. 17111 and in part by lands now or formerly of Meryl Morrison and land now or formerly of Kate Heil Estate; on the East in part by land now or formerly of James W. Spangle Estate and in part by lands now or formerly of Robert J. Dick, on the South in part by lands now or formerly of Raymond Spicher Estate (Parcel No. 26) and in part by lands now or formerly of Elwood Burgess (Parcel No. 105); and on the West by lands now or formerly of Harry Bender (Parcel No. 7).

The above map numbers are taken from Map No. H17 on the Clearfield County Mapping Records. This parcel of land contains thirty (30) acres of surface more or less, out of the Southwest corner of the James W. Spangle tract of land which were at one time owned by him at Rosebud in Beccaria Township.

PARCEL NO. 2: Bounded on the North by State Route No. 3012, formerly Legislative Route No. 17111; on the West by lands now or formerly of James W. Spangle Estate, 30 acre tract, described as Parcel No. 1 herein (Parcel No. 110); on the South by lands now or formerly of Robert J. Dick (Parcel No. 113); on the East by other lands now or formerly of Robert J. Dick (Parcel No. 111) and lands now or formerly of Lillie Young (Parcel No. 112).

The above map numbers are taken from Map No. H17 of the Clearfield County Mapping Records. This parcel contains 9 acres of surface, more or less.

These parcels of land are further identified on the Clearfield County Tax Assessment Records as Tax Control No. 1010-12695 and Tax Map No. 1010-H17-000-0110.

Schedule "A"

ACKNOWLEDGMENT

State of Pennsylvania |
| ss
County of *Clearfield*.

On this the 3 day of May, 2005, before me, a notary public, the undersigned officer, personally appeared BRIAN R. CRAWFORD and CONNIE J. CRAWFORD, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes contained therein.

In witness whereof, I hereunto set my hand official seal.

(Seal)

Melanie B. Sass

Notary Public
~~Commonwealth of Pennsylvania~~

NOTARIAL SEAL
MELANIE B. SASS, Notary Public
Coalport Borough, County of Clearfield
My Commission Expires March 8, 2010