

06-1139-CD

Karen McLaughlin vs Showcase Mobile

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONKAREN L. MCLAUGHLIN
Owner

No. 2006-1139-CD

Type of Document:

Waiver of Mechanics Lien

A N D
SHOWCASE MOBILE HOMES, INC.
ContractorFiled on Behalf of Owner By:
BELL, SILBERBLATT & WOOD
By:Ann B. Wood
Ann B. Wood, Esquire
Supreme Court ID #23364FILED No CC
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JUL 17 2006 pd.20.00
51William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

KAREN L. MC LAUGHLIN	:
Owner	:
	: No. 2006-
	:
	:
A N D	:
	:
SHOWCASE MOBILE HOMES, INC.	:
Contractor	:

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 13th day of July, 2006, SHOWCASE MOBILE HOMES, INC. entered into a Contract with Karen L. McLaughlin of 201 Country Lane, Trenton, NJ 08610, for a modular home to be placed on premises situate in Pike Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the construction of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the construction of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

To give owner full power and authority to protect itself, 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 it 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 it, them or any of them, in any such Court, and in its 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 it 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 itself 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 its 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.

Witness

Showcase Mobile Homes, Inc.

Mark K. Myers

By: Susan Slike, sec.
Susan Slike
Title: Secretary

EXHIBIT "A"

ALL that certain piece or parcel of land known as Lot 1 in the John D. McLaughlin Minor Subdivision situate in Pike Township, Clearfield County, PA, bounded and described as follows:

BEGINNING at a 5/8" rebar found at the northwestern corner of the land herein described; thence by Lot 1 in the Martin K. and Donna J. Collins Subdivision II, land of Martin K. And Donna J. Collins (N 46° 50' 58" E) 276.30 feet to a 5/8" rebar; thence by the Residual Lot in the John D. McLaughlin Minor Subdivision, land of John D. McLaughlin, the Grantor herein, (S 52° 19' 48" E) 787.11 feet to a 5/8" rebar; thence by land of the Curwensville Area School District (S 36° 20' 20" W) feet to a government monument; thence by land of the United States Government (N 55° 13' 52" W) 837.61 feet to a 5/8" rebar and place of beginning. Containing 4.68 acres.

The Grantors hereby grants to the Grantee their heirs and assigns a 20 foot right-of-way as well as reserving within the Grantors their heirs and assigns the right on behalf of both the Grantors and the Grantee to use said right-of-way for purposes of ingress, egress and regress and any other lawful purpose in order that the respective parties may access their parcels of real estate from Township 473 Schofield Street Extension. The description of said 20 foot right-of-way is as follows:

Beginning at a point in the southern line of T-473 Schofield Street Extension and running through Lot 3 in the Martin K. and Donna J. Collins Subdivision II, land of Martin K. And Donna J. Collins, (S 20° 43' 55" E) 280.65 feet to a point and still through said Lot 3 and along the eastern property line of land of Dwight Evans (S 22° 57' 19" E) 200.00 feet to a point in the northern property line of the Residual Lot I the John D. McLaughlin Minor Subdivision, land of John D. McLaughlin, the Grantor herein; thence through the said Residual Lot the following courses and distances: (S 20° 25' 35" E) 138.64 feet to a point; (S 11° 08' 41" E) 171.07 feet to a point; (S 19° 53' 04" W) 94.75 feet to a point; (S 14° 55' 17" W) 55.68 feet to a point and (S 18° 12' 49" E) 65.05 feet to a point in the eastern property line of Lot 1 in the John D. McLaughlin Minor Subdivision. This 20 foot right-of-way can be found in the Plot Plan of the John D. McLaughlin Minor Subdivision prepared by Yost Surveying