

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA

GENERAL CONTRACTOR

CIVIL DIVISION

AND

CORY J ALBRIGHT
LEAH ALBRIGHT

ISSUE NO. 2006-1329-CO

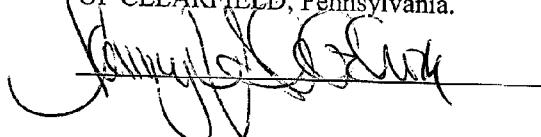
WAIVER OF RIGHT TO FILE
MECHANICS LIEN

CODE
FILED ON BEHALF OF:

CORY J ALBRIGHT AND
LEAH ALBRIGHT

COUNSEL: N/A

I hereby certify that the location of the
Property affected by the within lien is
Located in WOODWARD TOWNSHIP., County
Of CLEARFIELD, Pennsylvania.



FILED

AUG 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

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no 9/c

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE IN THE TOWN OF LORAIN,
IN WOODWARD TOWNSHIP, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA,
BOUNDED AND DESCRIBED AS FOLLOWS:

FRONTING FIFTY FEET ON PINE STREET AND RUNNING BACK ALONG LOTS NO. 112 AND
114, ONE HUNDRED AND FIFTY FEET TO OTTER ALLEY, AND KNOWN AND DESIGNATED
AS LOT NO. 113, ON THE GENERAL PLAN OF THE SAID TOWN OF LORAIN, AND HAVING
THEREON ERECTED A TWO STORY FRAM DWELLING-HOUSE, SSIZE 20 BY 32 FEET, WITH
ADDITIONS.

EXCEPTING AND RESERVING, NEVERTHELESS, ALL THE STONE, COAL, COAL OIL, FIRE
CLAY, OR OTHER MINERALS LYING AND BEING IN, UNDER OR UPON THE SAID DESCRIBED
PREMISES, WITH THE FREE AND FULL RIGHT OF INGRESS, EGRESS AND REGRESS TO DIG,
MINE AND CARRY AWAY THE SME FREE FROM ALL CLAIM OR CLAIMS OF DAMAGES
WHATSOEVER.

BEING PART OF THE SAME PREMISES WHICH BLAIR N. SMITH, WIDOWER, BY HIS DEED
BOARING DATE THE 20TH DAY OF JULY, 1940 AND RE-CORDED IN THE OFFICE FOR THE
RECORDING OF DEEDS IN AND FOR CLEARFIELD COUNTY IN DEED BOOK NO. 333,
PAGE 21, CONVEYED TO BERYLE E. NEIL, OF THE GRANTORS HEREIN NAMED.

RESERVING, HOWEVER, TO THE GRANTOR, HER HEIRS AND ASSIGNS, THE FREE AND
COMMON USE, RIGHT LIBERTY AND PRIVILEGE OF A WATER-AND/OR PIPE LINE
ACROSS THE SAID PREMISES HEREBY CONVEYED, FROM THE MAIN WATER-LINE AS
INSTALLED TO OTHER LAND OF THE SAID GRANTOR, TOGETHER WITH FREE INGREGES,
EGREGES AND REGREGES TO END FOR THE SAID GRANTOR, HER HEIRS AND ASSIGNS,
HER AND THEIR TENATS, OR POSSESSORS OF SAID PREMISES CONTIGUOUS TO THE
LOT HEREBY GRANTED AND CONVEYED.

WAIVER OF RIGHT TO FILE MECHANICS LIEN

WHEREAS, on the 11TH day of AUGUST, 2006
GENERAL CONTRACTOR

ENTERED INTO A CONTRACT WITH:

CORY J ALBRIGHT AND LEAH ALBRIGHT

To provide materials and perform labor necessary for the construction of a single family dwelling on a lot of ground situate:

1105 KENDRICK ROAD HOUTZDALE, PA 16651

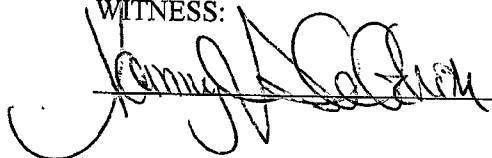
AND WHEREAS, said Contract provides for payment to Contractor of \$61,427.00 in agreed upon installments as work progresses.

NOW THEREFORE, in consideration of the covenants contained in said Contract, and of \$1.00 and other good and valuable consideration, it is hereby stipulated and agreed by and between said parties as a part of said Contract that no lien shall be filed against the lot or building by either contractor or any subcontractor for work or labor done or material furnished hereunder.

IT IS the full intent of the Contract, for himself and for any Sub-Contractor or material man claiming for himself or by, through, or under the Contract above recited that the right to file a Mechanic's Lien under the provision of any Act of Assembly in such cases made and provided, for work done or materials furnished in and above the erection, construction, repair or alteration of the building and improvement above described be and is hereby waived.

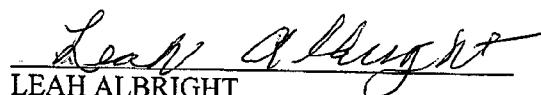
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 11TH day of AUGUST, 2006

WITNESS:



CONTRACTOR:
GENERAL CONTRACTOR

BY: 
F. David McCruden


CORY ALBRIGHT
LEAH ALBRIGHT