

06-1467-CD
Mary J. Askey vs Paul Somsky et al

2006-1467-CD

Mary Askey vs Paul Somsky et al

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

MARY J. ASKEY

Owner

No. 2006- 1461-C.D

A N D

Type of Document:

PAUL SOMSKY d/b/a
PAUL SOMSKY LANDSCAPING
Contractor

Waiver of Mechanics Lien

Filed on Behalf of Owner By:
BELL, SILBERBLATT & WOOD
By:

Ann B. Wood.

Ann B. Wood, Esquire
Supreme Court ID #23364

FILED

SEP 11 2006

09:05 AM
William A. Shaw
Prothonotary/Clerk of Courts

No C/C

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

MARY J. ASKEY, :
Owner : No. 2006-
:
A N D :
:
PAUL SOMSKY d/b/a :
PAUL SOMSKY LANDSCAPING :
Contractor :
:

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 9th day of August 2006, PAUL SOMSKY d/b/a PAUL SOMSKY LANDSCAPING of 106 Somsky Lane, Philipsburg, PA 16866, entered into a Contract with MARY J. ASKEY of 168 Carr Street, Philipsburg, Pennsylvania, for excavation services at premises situate in Decatur 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 excavation services at said premises 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

Dave Jones

By:

Paul Somsky

Paul Somsky d/b/a

Paul Somsky Landscaping

EXHIBIT "A"

ALL those certain pieces, parcels, tracts or lots of land situate in the Town of West Osceola, Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

On the East by Chestnut Street; on the South by Blackberry Alley; on the West by Spruce Street, and on the North by Second Street. Being known in the general plan of the said town of West Osceola as Lots No's. four (4), five (5), six (6), forty-two (42), forty-three (43) and forty-four (44).

BEING the same premises conveyed to Mary J. Askey by deed of George A. Timchak and Rebecca J. Timchak dated August 16, 2006, and recorded as Clearfield County Instrument #200613362.

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