

06-1584-CD  
Jason McCoy et al vs McCloskey Homes

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

JASON McCOY and RENEE M.  
McCOY,

Plaintiffs

vs.

McCLOSKEY HOMES, INC.,  
Defendant

NO. 2006-1584-C

Type of Case: Contract

Type of Pleading: Contractor's  
Waiver of Liens

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980

FILED pd \$20.00 Atty  
0/11.35 cm No CC  
SEP 29 2006  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this September 22, 2006 by and between Jason McCoy and Renee M. McCoy, hereinafter "Owners", of Sierra Heights Road, DuBois, PA 15801, and Thomas McCloskey, hereinafter "Contractor" of 241 Treasure Lake, Homes, Inc.

**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:

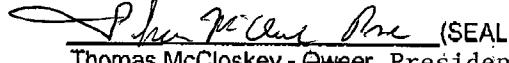
1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, 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 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 Contractor 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 any contract for extra work, or for work supplemental thereto, or otherwise.
2. The Contractor does hereby remise, release and waive for himself, 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 Sandy, County of Clearfield, State of PA.
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 Contractor 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.

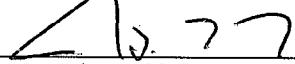
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

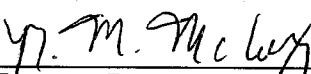
Witness:

McCloskey Homes Inc.

By:

 (SEAL)  
Thomas McCloskey - Owner President  
Homes, Inc.

 (SEAL)  
Borrower: Jason McCoy

 (SEAL)  
Borrower: Renee M. McCoy

Sep. 20. 2006 11:45AM S & T Mortgage

COMMONWEALTH OF PENNSYLVANIA

No. 7940 P. 9/11

COUNTY OF

ss.

On this, the 22nd day of September, 2006, before me, the undersigned officer, personally appeared Thomas McCloskey, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Margaret J. Thompson  
Notary Public

NOTARIAL SEAL  
MARGARET J. THOMPSON, NOTARY PUBLIC  
CITY OF DUBOIS, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES OCTOBER 31, 2006

ALL that certain piece and parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows:

to wit:

**BEGINNING** at a 1" iron pipe set at the northwestern most corner of the land herein described, said iron pipe being 25.0 feet from the center of Township Road 406, T-406 hereafter, and said pipe also being the northern most corner of the land now or formerly of John D. Odgers and Deborah A. Odgers and said iron pipe also being South 42° 27' West 698.2 feet from an existing  $\frac{1}{2}$ " iron pin found at the northern most corner of the land of Daniel E. Bubnik and Michelle M. Bubnik, of which this was a part; thence South 39° 33' East 350.0 feet along the land now or formerly of John D. Odgers and Deborah A. Odgers to a 1" iron pipe set at a northwestern corner of the land herein described; thence South 42° 27' West 376.2 feet along the land now or formerly of John D. Odgers and Deborah A. Odgers to a 1" iron pipe set at the southwestern most corner of the land herein described; thence South 52° 52' East 921.5 feet along the land now or formerly of Norman Guthrie and Kathleen M. Guthrie to a 1" iron pipe set at the southeastern most corner of the land herein described; thence North 40° 32' East 332.3 feet along the land now or formerly of Miles E. Kilmer to a point in the centerline of T-406 at the northeastern most corner of the land herein described; thence the following courses and distances along the centerline of T-406 and the land of Daniel E. Bubnik and Michelle M. Bubnik, of which this was a part: (a) North 55° 38' West 170.4 feet to a point; (b) North 48° 29' West 168.2 feet to a point; (c) North 45° 48' West 617.8 feet to a point; (d) North 41° 03' West 158.5 feet to a point; and (e) North 38° 33' West 143.0 feet to a point in the centerline of T-406 at the northern most corner of the land herein described; thence South 42° 27' West 25.0 feet along the land now or formerly of Howard Bundy, et. ux, to a 1" iron pipe set at the northwestern most corner of the land herein described and the Point of Beginning.