

07-1063-CD  
John Beatty et al vs Black's Home Sales Inc

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John Beatty et al vs Black's Home Sales

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

John T. Beatty  
Jamie L. Beatty

vs.

Black's Home Sales, Inc.

No. 07-1063-CD

Type of Pleading: Contractor's Waiver  
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:

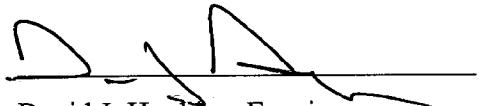
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1/20/05 1cc Atty Hopkins  
Absolute Settlement  
William A. Shaw pd. 20.00  
Prothonotary/Clerk of Courts

## CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 25 day of May, 2007, by and between John T. Beatty and Jamie L. Beatty, husband and wife, of 1595 Stanley Road, Luthersburg, Pennsylvania 15848, hereinafter "Owner" and Black's Home Sales, Inc., of 3750 Walton Street, Osceola Mills, Pennsylvania 16666, hereinafter "Contractor".

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 mechanic's 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's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against

ALL that certain tract or parcel of land located in Brady Township, Clearfield County, Pennsylvania, bounded and described as described on the Attached Exhibit 'A'.

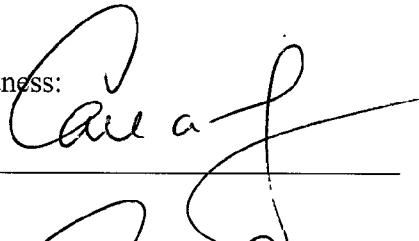
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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

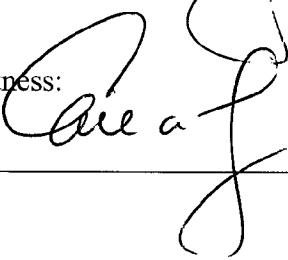
include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

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

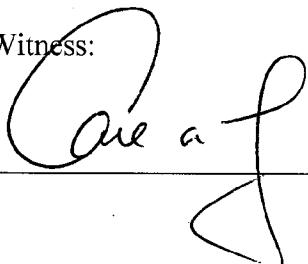
Witness:



Witness:



Witness:



John T. Beatty (Seal)

John T. Beatty, Owner

Jamie L. Beatty (Seal)

Jamie L. Beatty, Owner

BLACK'S HOME SALES, INC.

BY: Gregory T. Miller (Seal)

Gregory Miller, Contractor

## **Exhibit A - Legal Description**

Commitment No. 1323842ERIE

ALL that is certain piece or parcel of land, lying and being in Brady Township, near the village of Helvetia, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of State Highway Route No. 951 leading from Helvetia to Sykesville, said point being located South 65 degrees 5 minutes East a distance of 785 feet from corner of land now or formerly of George A. Weber and Mary A. McAnninch Tracts on the J.C. Kriner tract; thence South 47 degrees East along center of said Highway and through the said George A. Weber tract of which this is a part 200 feet; thence South 43 degrees West through the said Weber tract a distance of 200 feet; thence North 47 degrees West through the same a distance of 200 feet; thence North 43 degrees East through the same a distance of 200 feet to the place of beginning.

CONTAINING 0.92 acres, more or less.

BEING PARCEL NO. 107-B6-72