

08-2460-CD

Jeffrey Akers al vs Daniel L. Corbet

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

JEFFREY AKERS,  
GWENDOLYN AKERS,

vs.

DANIEL L. CORBET

No. 08-2460CD

Type of Pleading: Contractor's Waiver  
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire  
Attorney at Law  
Supreme Court No. 42519

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Supreme Court No. 83998

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(814) 375-0300

  
LEA ANN HETZEL, ESQUIRE

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**FILED**<sup>icc</sup>  
m/2:07/30  
DEC 29 2008  
Anty Hetzel  
Anty pd.  
20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

Commitment No. \_\_\_\_\_

**CHICAGO TITLE INSURANCE COMPANY**  
**Mechanics' Lien Affidavit/Indemnity**  
**PERSONAL UNDERTAKING**

WHEREAS, The Chicago Title Insurance Company, hereinafter referred to as "the Company", is about to issue its title insurance policy or policies or commitments therefore, all hereinafter referred to as "the Title Insurance Policy", No. 20082813 in respect to the land therein described, and commonly known as 494 North Continental Drive Rockton PA 15856

AND WHEREAS, the Company has noted as exceptions to the title to the land the following mentioned actual or supposed rights, interests, liens, encumbrances, adverse claims or defects in title, which now exist or may at any time be claimed to exist, all hereinafter referred to as "Exceptions to Title", to wit:

Mechanics' lien claims and future mechanics' lien claims which may arise as a result of the construction of improvements on the land.

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter in the ordinary course of its business issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by the Company in respect to the land or to some part or parts thereof, or interest therein, either free and clear of all mention of the aforesaid Exceptions to Title or insuring against loss or damage by reason thereof

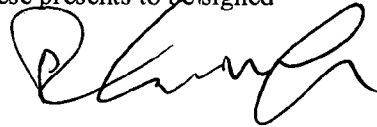
NOW, THEREFORE, in consideration of the issuance of said title insurance policies as aforesaid and of the sum of One Dollar (\$1.00) in hand paid to the undersigned by the Company, the receipt whereof is hereby acknowledged, the undersigned does hereby for itself, its successors and assigns, covenant and agree with the Company: (1) to fully protect, defend and save harmless the Company from and against the above mentioned rights and liens, and each and every of them; (2) to fully protect, defend and save harmless the Company from any and all loss, costs, damages, reasonable attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason or in consequence of said title insurance policies, on account of, in consequence of or growing out of the above mentioned rights and liens, or of any of them, or on account of the assertion or enforcement or attempted assertion or enforcement thereof, or of any right existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of the said rights and liens or of any of them; (3) as against the assertion or attempted assertion of any such rights and liens, to defend at its own costs and charges on behalf of and for the protection of the Company and of the parties insured, or who may be insured, against loss by it under said title insurance policies (but without prejudice to the right of the Company to defend if it so elects) any and every suit, action or proceeding in which any such rights and liens may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and every provision hereof shall extend to and be in force concerning any and every other title insurance policy or policies which the Company may at any time or time hereafter issue insuring against loss by reason of the "Exceptions to Title" noted above with respect to the real estate hereinbefore described, or any part or parts thereof, or interest therein.

Anything herein to the contrary, notwithstanding, the undersigned, in consideration of the issuance of said title insurance policies agrees as follows:

- I It is understood and agreed that in the event lien claims are filed, the undersigned will within 10 days of receipt of demand by the Company, either (a) provide the Company with a bond from a Class 9 or better surety rated A or better by Bests naming the Company as obligee, which obligates the surety to protect the Company against the specific lien claim in question, or (b) establish a cash escrow with the Company in an amount sufficient to pay the lien claim(s) plus interest and costs, and reasonable attorneys' fees incurred in defense of the lien claim(s) and giving the Company the right to pay and discharge said lien claim(s) in the event its title insurance is imperiled.
2. The undersigned agrees to cooperate fully with the Company in verifying the payment of construction costs in the event a lien is filed, and to that end will furnish to the Company upon request, a copy of any reports, schedules or other documents that they may prepare or cause others to prepare and which set forth construction cost information.

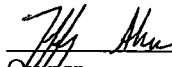
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed

This 23<sup>rd</sup> day of December, 2008

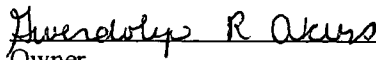



WITNESS:

Brenda K. Bisset

  
Owner

Brenda K. Bisset

  
Owner

  
General Contractor

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Thomas Wesley Cordell, Notary Public  
Montoursville Boro, Lycoming County  
My Commission Expires March 19, 2012  
Member, Pennsylvania Association of Notaries

## EXHIBIT 'A'

All that certain piece, parcel or tract of land lying and being situate in Union Township, Clearfield County and Commonwealth, being bounded and described as follows, to wit:

Beginning at a point on the centerline of Township Road T-361, said point being the Northwest corner of lands to be conveyed as Parcel 2 of the Raymond E. and Helen Bloom Subdivision, said place of beginning being the Southwest corner of the parcel herein conveyed and running; thence along the centerline of Township Road T-361 the following courses and distances: North 00° 46' 49" East, a distance of 144.24 feet to a point; North 00° 46' 46" East, a distance of 145.41 feet to a point; North 00° 11' 30" West, a distance of 151.61 feet to a point; North 00° 46' 50" West, a distance of 143.97 feet to a point; North 00° 21' 28" West, a distance of 100.55 feet to a p.k. nail (set); North 01° 09' 59" West, a distance of 445.29 feet to a point, said point being the Southwest corner of Archie L. Beck and Diane L. Beck, as described in Deed Book 1260, Page 193; thence South 89° 05' 39" East, a distance of 534.88 feet, along Archie L. Beck and Diane L. Beck to a point; thence North 01° 25' 39" West, a distance of 152.70 feet, along the same to a calculated corner along the Southern right of way for the East bound lane or Interstate Number 80; thence South 85° 44' 28" East, a distance of 10.99 feet, along the same to a point; thence North 04° 16' 22" East, a distance of 50.00 feet, along the same to a point, thence South 85° 28' 35" East, a distance of 200.00 feet, along the same to a point; thence South 04° 46' 29" West, a distance of 50.00 feet, along the same to a point; thence South 85° 08' 04" East, a distance of 72.02 feet along the same to a point; thence South 85° 02' 38" East, a distance of 1453.48 feet, along the same to an existing concrete monument, said monument being a Northwest corner of City of DuBois, as described in Deed Book 412, Page 307. Parcel 2; thence South 01° 24' 56" East, a distance of 426.06 feet, along City of DuBois to an existing granite monument, said monument lying along the Northern boundary of Joseph F. Luce, as described in Deed Book 1256, Page 145; thence South 89° 51' 14" West, a distance of 234.25 feet, along Joseph F. Luce and also along Randall L. Curley and Tami L. Curley, as described in Deed Book 1687, Page 127, and also along Perl Richard Brown and Judith A. Brown, as described in Deed Book 717, Page 333, to a witnessed stone (found); thence South 00° 35' 32" East, a distance of 668.06 feet, along Perl Richard Brown and Judith A. Brown and also along Emerson D. Kirk and Rita F. Kirk, as described in Deed Book 725, Page 261, and also along Duane B. Kirk, as described in Deed Book 725, Page 269, to a ¾ inch rebar set; thence South 89° 05' 23" West, a distance of 2035.93 feet, along lands to be conveyed as Parcel 2 in the Raymond E. Bloom and Helen Bloom Subdivision and passing through a ¾ inch rebar set a 2005.93 feet to a point and place of beginning.

Being known as Parcel 4, Residue Lands of the Raymond E. and Helen Bloom Subdivision dated March 5, 2007 and shown on map prepared by Curry and Associates, a copy of which was filed in the mapping records of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200710060, on June 15, 2007.