

U.S. DIST. COURT
No. 118
6640B
1922

Contract dated
Sept 30, 1926
between
J J Weas &
Elk Mountain Lumber
Erection of Stone
Building at
Wayland.

LIVEZEY & MCNEER
ATTORNEYS AT LAW
ROBSON-FRICHARD BLDG.
HUNTINGTON, WEST VIRGINIA

KNOW ALL MEN BY THESE PRESENTS: That whereas, by that certain contract dated September 30, 1926, J. J. West, Inc., a corporation, agreed to construct for Elkhorn Coal Corporation, Incorporated, a certain store-building at Wayland, Kentucky; and by that certain contract of October 21, 1926, said J. J. West, Inc., agreed to construct for said Elkhorn Coal Corporation, Incorporated, sixty (60) three-room houses with out-houses for each of said houses, also at said town of Wayland, Kentucky; and by that certain contract dated November 16, 1926, said J. J. West, Inc., agreed to construct for said Elkhorn Coal Corporation, Incorporated, five (5) five-room houses at said town of Wayland, Kentucky; and,

Whereas, said store-building and all of said houses have been completed; and,

Whereas, certain persons, firms and corporations furnished the said J. J. West, Inc., the general contractor, material and equipment for the construction of such improvements, and performed labor in connection therewith, and the said J. J. West, Inc., the general contractor, and the undersigned persons, firms and corporations, who have furnished material or equipment, or performed labor as aforesaid, desire to release and surrender unto the said Elkhorn Coal Corporation, Incorporated, any and all mechanics', material-men's or laborers' liens, or other liens which they or any of them have or which they may have a right to file or assert against said buildings or the land upon which the same are located, by reason of furnishing such materials, equipment or labor:

NOW, THEREFORE, WITNESSETH: That the undersigned persons, firms and corporations for and in consideration of one (\$1.00) dollar and other valuable considerations paid to each of them by said Elkhorn Coal Corporation, Incorporated, receipt of

which is hereby acknowledged, do hereby release and surrender unto the said Elkhorn Coal Corporation, Incorporated, any and all mechanics', material-men's or laborers' liens, or liens of any other character whatsoever in favor of any of the undersigned and arising out of the construction of the aforesaid improvements or the furnishing of material and/or equipment and/or the performance of labor in connection therewith, and do further hereby expressly release and surrender unto the said Elkhorn Coal Corporation, Incorporated, any and all rights which the undersigned, or any of them, now have or may hereafter have, to file and/or assert mechanics', material-men's or laborers' liens, or liens of any other character whatsoever, against said improvements or real estate upon which the same are situate, arising from the construction of said improvements, or the furnishing of material and/or equipment or the performance of labor in connection therewith, on or prior to the date hereof.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 7th day of May, 1927.

STRASSEL-GANS PAINT CO.
-INCORPORATED-

(SEAL)

BY Thomas Ryan Pres.

Dickerson Lumber Co
BY J. Dickerson, Pres. (SEAL)

(SEAL)

Wheeler & Putnam Co
BY Palmer Bell Foster Secy

F. L. Morris
Plumbing & Gas piping (SEAL)

(SEAL)

B. Williams & Co. Inc
BY B. Williams Secy

Central Glass Co.
BY H. Whalen, Eng. (SEAL)

EMMONS-HAWKINS HDW CO.

(SEAL)

BY J. W. Morgan
Sec'y & Asst. Treas.

C. E. Wilcoxon Co
BY C. E. Wilcoxon (SEAL)

MOSSMAN BROS CO

BY Whitton (SEAL)

STATE OF WEST VIRGINIA,)
) To-wit:
COUNTY OF CABELL,

Before me, the undersigned authority, this day personally appeared J. J. WEST, who, being by me first duly sworn, says that he is the President of J. J. West, Inc., a corporation, which said corporation has completed the erection of a store-building, sixty (60) three-room houses, and five (5) five-room houses at Wayland, Kentucky, for the Elkhorn Coal Corporation, Incorporated, under contracts dated respectively September 30, 1926, October 21, 1926 and November 16, 1926; that as such officer of said J. J. West, Inc., he is familiar with the performance of said contracts and that all persons, firms and corporations who have furnished material and/or equipment and/or labor to said J. J. West, Inc., and used in or about the construction of said store-building and houses, or any of them, have been paid in full for such material, equipment and labor, except such persons, firms and corporations as have signed a waiver of their right to file liens against the said buildings and the real estate upon which they are situate, which said waiver is attached hereto and by reference made a part hereof.

J. J. West

Taken, subscribed and sworn to before me, a Notary Public in and for the county and state aforesaid, this 21st day of May, 1927, as witness my hand and official seal.

My commission expires June 17th 1929

D. S. [Signature]
Notary Public.

(Notarial Seal)

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