

00-1349-CD  
STEPHEN M. CRAIN et ux -vs- BLACK'S HOME SALES

STIPULATION AGAINST LIENS

FILED

Nov 1 2000  
NOV - 1 2000

William A. Shaw  
Prothonotary

Stephen M. Crain \_\_\_\_\_  
Homeowner  
Trina L. Crain \_\_\_\_\_  
Homeowner  
vs.  
BLACK'S HOME SALES \_\_\_\_\_  
Contractor

In the Court of Common Pleas, County of  
Clearfield \_\_\_\_\_, Pennsylvania  
Number 00-1349 Term, 2000

WHEREAS, **STEPHEN M. CRAIN AND TRINA L. CRAIN**, his wife, currently of RD 1, Box 36~~2A~~ Philipsburg, Pennsylvania, 16868, about to execute contemporaneously herewith, a contract, with **BLACK'S HOME SALES**, of Route 53, Osceola Mills, Pennsylvania, for the construction of a residential building upon premises situate in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

**ALL** that certain piece or parcel of land situated in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pipe found at the northeastern corner of the land herein described; thence by Lot No. 1 of the Richard D. Crain Subdivision, now or formerly land of Richard D. Crain, Sr., and Lorraine A. Crain, his wife, S 31° 03' 15" W a distance of 285.382 feet to a 5/8" inch rebar; thence along land now or formerly owned by Jerry Lee Twoey and Sharon E. Twoey, his wife, N 60° 10' 09" W a distance of 85.851 feet to a set rebar; thence N 31° 01' 12" East a distance of 287.884 feet to a set rebar; thence along land now or formerly of Richard G. Crain and Doris A. Crain, his wife, S 58° 30' 00" East a distance of 86.000 feet to a 5/8 inch set rebar and place of beginning. **CONTAINING** 0.565 acres, 24,625.043 square feet. Being the combination of Parcel No. 112-P12-344 and Lot #2 as shown on a map prepared by Samuel B. Yost dated June 20, 2000 and recorded on August 10, 2000 to Instrument No. 200011548 and Map File No. 2104.

**TOGETHER** with the right of ingress, egress and regress, over and across premises now or formerly owned by Richard D. Crain being at twenty foot right of way, the center lien of which runs North 69 degrees 39 minutes 39 seconds East a distance of 140.17 feet, more fully described in a Declaration of Existing Private Right-of-Way Agreement dated September 8, 1992 and recorded in Record Book Volume 1483 at Page 1.

**FURTHER TOGETHER WITH** a right of way for ingress, egress and regress, over and across premises now or formerly owned by Mary Long and also under and subject to the right of Duane Harold Long and Richard D. Crain, their heirs and assigns, the right to install, maintain, repair and replace underground utility lines, pipes and appurtenances,

through the same, said right of way being bounded and described as follows:

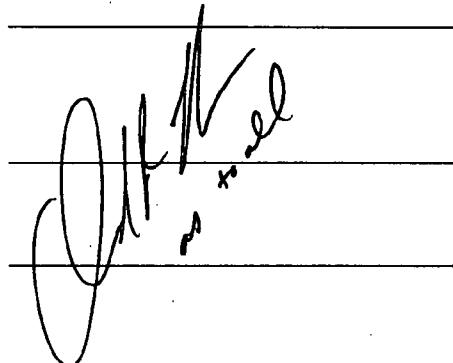
South 58 degrees 30 minutes 00 seconds East a distance of 50.14 feet to an iron pin found; thence along lands of now or formerly Duane Long, South 38 degrees 01 minutes 10 seconds West a distance of 187.70 feet to an iron pin found; thence along lands of now or formerly Richard Crain, North 58 degrees 30 minutes 00 seconds West a distance of 50.00 feet to an iron pin set; thence through lands of now or formerly Mary Long, North 38 degrees 02 minutes 32 seconds East a distance of 86.43 feet to an iron pin; thence through lands of now or formerly Mary Long, North 38 degrees 01 minutes 04 seconds East a distance of 101.38 feet to the point of beginning.

TAX ID# 112-P12-344

NOW, *October 28*, 2000, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **STEPHEN M. CRAIN AND TRINA L. CRAIN**, his wife, to the said **BLACK'S HOME SALES**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **TINA M. WILKINS**, an individual, and the further **TINA M. WILKINS**, an individual, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, materials purchased for the erection of said building, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year aforesaid.

SIGNED AND SEALED IN THE PRESENCE OF:



*x Stephen M. Crain*  
Homeowner-Stephen M. Crain

*x Trina L. Crain*  
Homeowner-Trina L. Crain  
*Ralph T. Davis*  
Contractor-Black's Home Sales