

01-207-CD
THOMAS JAMES PARKS et ux -vs- CARTWRIGHT CONTRACTING

FILED

FEB 12 2001

William A. Shaw,
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01-207-CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 7th day of February, 2001, **BETWEEN** THOMAS JAMES PARKS and VERLEE A. PARKS, husband and wife, of P.O. Box 62, Mineral Springs, Pennsylvania 16855, herein referred to as Owners,

- A N D -

CARTWRIGHT CONTRACTING, of R.R. #1, Box 409, Morrisdale, Clearfield County, Pennsylvania 16858, herein referred to as Contractor,

WHEREAS, THOMAS JAMES PARKS and VERLEE A. PARKS, husband and wife, Owners herein, is about to execute contemporaneously herewith, a contract, with CARTWRIGHT CONTRACTING, Contractor herein to provide materials and/or to perform labor necessary for the construction and erection or the alteration and repair of (a) building(s) upon those certain pieces or parcels of land situated in Bradford Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain lot or piece of ground situated in Mineral Springs, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at alley corner on South bank of Roaring Run, and running South twenty-four (24) degrees West one hundred and fifty-eight (158) feet along said alley to line on street; thence South thirty (30) degrees East fifty (50) feet; thence North sixty (60) degrees East one hundred and nine (109) feet; thence North twenty-three (23) degrees West one hundred and thirty-six (136) feet to place of beginning.

BEING lots #21 and 22 in place of town lots surveyed and marked out by Thomas W. Moore, surveyor.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 106-M09-629-00013.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle contract, and before any authority has been given by the said owners to the said contractor to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

John A. Cutler
John A. Cutler

By Daniel Cartwright
DANIEL CARTWRIGHT, Contractor

Thomas James Parks
THOMAS JAMES PARKS, Owner

Verlee A. Park
VERLEE A. PARKS, Owner

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