

01-537-CD  
BRYAN MORIARITY et ux -vs- MICHAEL W. OWENS & SONS

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01- 537-CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 12<sup>th</sup> day of April, 2001, BETWEEN BRYAN MORIARITY and DEBRA MORIARITY, husband and wife, of P.O. Box 271, Grassflat, Pennsylvania 16839, herein referred to as Owners,

- A N D -

MICHAEL W. OWENS & SONS, of R.R. #2, Box 310-A, Clearfield, Clearfield County, Pennsylvania 16830, herein referred to as Contractor,

WHEREAS, BRYAN MORIARITY and DEBRA MORIARITY, husband and wife, Owners herein, is about to execute contemporaneously herewith, a contract, with MICHAEL W. OWENS & SONS, 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 Cooper Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain lot or parcel of land situate in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point in loose stone headwall which point is the corner of Lot No. 201; thence along line of said Lot No. 201 North six degrees six minutes West a distance of one hundred fifty (150) feet to an iron pin corner of a twenty foot wide alley; thence along line of said twenty foot wide alley North eighty-three degrees fifty-four minutes East a distance of eighty (80) feet to an iron pin corner of Lot No. 203; thence along line of said Lot NO. 203 South six degrees six minutes East a distance of one hundred fifty (150) feet to an iron pin corner; thence on a line parallel with Cooper Avenue (Township Road Route No. T-719) South eighty-three degrees fifty-four minutes West a distance of eighty (80) feet to a point and place of beginning.

Being Lot No. 202 as shown on a Map dated April 5, 1974 prepared b Lex W. Curry, Registered Surveyor, which Map is recorded in Clearfield County, Pennsylvania in Deed Book 683, Page 90.

**FILED**

APR 12 2001

William A. Shaw  
Prothonotary

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:

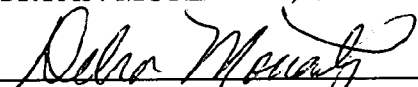
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By   
MICHAEL W. OWENS, Contractor

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BRYAN MORIARITY, Owner

\_\_\_\_\_

  
DEBRA MORIARITY, Owner

**FILED**  
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William A. Shaw  
Prothonotary  
Atty General  
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