

01-636-CD  
JOHN PARRADA et ux -vs- SETH COWDER

## **STIPULATION AGAINST MECHANIC'S LIENS**

JOHN PARADA and  
JENNIFER PARADA,  
Husband and Wife,  
Owners } In the Court of Common Pleas  
vs. } of Clearfield County,  
} Pennsylvania  
Number 01-636-C Term 2001  
SETH COWDER, an  
adult individual,  
Contractor }

WHEREAS, John Parada and Jennifer Parada of 406 Loch Lomond Road, B 10, Philipsburg, Pennsylvania, 16866 (hereinafter referred to as "Owners") are about to execute, contemporaneously herewith, a contract, with Seth Cowder, an adult individual (hereinafter referred to as "Contractor"), whose address is R.R. 1, Box 98, Woodland, Pennsylvania 16881, providing for the construction and/or erection of improvements in and upon a parcel of land situate in Decatur Township, Clearfield County, Pennsylvania, more fully described in Exhibit A which is attached hereto and made a part hereof (hereinafter referred to as the "Subject Premises").

NOW, April 24th, 2001, at the time of and/or immediately before the execution of the aforesaid contract, and before any authority has been given by Owners to Contractor to commence the construction and/or erection of the aforesaid improvements

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in and upon the Subject Premises and before Contractor has commenced the construction and/or erection of the aforesaid improvements, and in further consideration of One Dollar (\$1.00), to Contractor paid by Owners, it is agreed that no lien shall be filed against the Subject Premises by Contractor, or by any sub-contractor of Contractor, or by any of Contractor's materialmen or workmen or by any other person for any labor or materials purchased, or extra labor or materials purchased, for or in connection with the erection and/or construction of said improvements, the right to file such liens, including, without limitation, mechanic's liens and/or claims for mechanic's liens, being hereby expressly waived and/or stipulated against.

IN WITNESS WHEREOF, I have executed this Stipulation Against Mechanic's Liens as of the day and year aforesaid.

Signed in the Presence  
of:

Seth R. Cowder

CONTRACTOR:

By:   
Seth Cowder

**EXHIBIT A**  
**TO STIPULATION AGAINST MECHANIC'S LIENS**  
**BETWEEN JOHN PARADA AND JENNIFER PARADA, HUSBAND AND WIFE,**  
**OWNERS, AND SETH COWDER, CONTRACTOR**

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

BEGINNING at a post along the Township Road between Houtzdale and Coal Run; thence along said road South West, One hundred and seventy eight point fifty three (178.53) feet to a post, corner of Clayton Myers and Emily Myers lot; thence along said lot eighty-six (86) degrees forty-five (45) minutes East, four hundred and eighty (480) feet to a post along old Township Road; thence along said road, North West; two hundred and fifty four point twenty three (254.23) feet to a post; at the corner of Kevin Holmes lot; thence along said lot North West; four hundred and twenty eight point twenty eight (438.28) feet to a post and place of beginning: containing two point two six zero (2.260) acres, less zero point zero seven zero (0.070) for a Right-of-Way, net acreage two point one nine zero (2.190).

BEING the same premises which Kevin Holmes granted and conveyed to John Parada and Jennifer Parada, husband and wife, under a deed dated July 20, 2000 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania at Instrument No. 200010828.

JOHN R. LHOTA, P.C.

ATTORNEY AT LAW

110 NORTH

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