

01-660-CD
BARRY L. JORDAN et ux -vs- MICHAEL E. POWERS
et al

Stipulations Against Liens

BARRY L. JORDAN and
MELANIE E. JORDAN, husband and wife, _____
MICHAEL E. POWERS, d/b/a
MICHAEL E. POWERS CONSTRUCTION _____
vs.
MICHAEL E. POWERS CONSTRUCTION
Contractor

Owner
In the Court of Common Pleas, County of
CLEARFIELD _____, Pennsylvania
Number 01-660-CD Term, 19

WHEREAS, BARRY L. JORDAN and MELANIE E. JORDAN, husband and wife, (hereinafter referred to as Owner) of 816 State Street, Curwensville, Pennsylvania, is about to execute contemporaneously herewith, a contract, with Michael E. Powers, d/b/a Michael E. Powers Construction (hereinafter referred to as Contractor) of Treasure Lake Road, DuBois, Pennsylvania, for the erection of a ~~wox~~ ranch style dwelling ~~building~~ upon a lot of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, being more fully described in Exhibit "A" attached hereto.

FILED

MAY 07 2001
2011221 Andy Yates
William A. Shaw Prothonotary
\$20.00
NO CC

NOW, May 7, 2001, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owner 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 Contractor and the further consideration of One Dollar, to Contractor paid by Owner, 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, or materials purchased, or extra labor or 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

Andy Yates

Barry L. Jordan
Barry L. Jordan

Seal

Melanie E. Jordan

Owner

Seal

Michael E. Powers, d/b/a

Michael E. Powers Construction

Seal

(Seal)

Stipulation
Against Liens

Owner

BARRY L. JORDAN and

MELANIE E. JORDAN, husband and wife,

versus

Contractor

MICHAEL E. POWERS, d/b/a

MICHAEL E. POWERS CONSTRUCTION

No. _____ Term, 19

Filed _____ 19

Lot No. 6

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

BEGINNING at an iron pin on line of, now or formerly, John J. Grove. Said point is also the Southwest corner of Lot No. 8; thence along lands of, now or formerly, John J. Grove, North eighty-four degrees, eleven minutes, twenty seconds West ($N 84^{\circ} 11' 20'' W$), three hundred fifty feet (350.0) to an iron pin and also the Southeast corner of Lot No. 4; thence along Lot No. 4, North two degrees, nine minutes, forty seconds West ($N 2^{\circ} 09' 40'' W$), two hundred fifty-nine and six tenths feet (259.6) to a point in the centerline of a fifty foot (50.0) right-of-way and passing through an iron pin located twenty-five feet (25.0) from said centerline; thence along said centerline of said right-of-way, which serves the Norman L. and Susan J. Bender subdivision and which this lot is part of, South eighty-five degrees, four minutes, fifty-five seconds East ($S 85^{\circ} 04' 55'' E$), three hundred forty-nine and thirty-two hundredths feet (349.32) to the Northwest corner of Lot No. 8; thence along Lot No. 8, South two degrees, nine minutes, forty seconds East ($S 2^{\circ} 09' 40'' E$), two hundred sixty-five and twenty-one hundredths feet (265.21) to an iron pin and place of beginning. Known as Lot No. 6 on map prepared by P. R. Mondock for Shirokey Surveys and dated June 30, 2000.

CONTAINING 2.0878 acres and being part of the same premises conveyed to Norman L. and Susan J. Bender and recorded in Clearfield under instrument No. 200003947.