

JACK W. SINCLAIR et ux - vs - J. K. CONSTRUCTION

STIPULATION AGAINST LIENS

FILED

MAY 14 2001

JACK W. SINCLAIR and JOY M.

and

SINCLAIR, his wife,

Owner

vs.

J. K. CONSTRUCTION

Contractor

William A. Shaw
Clerk of Court Notary

: In the Court of Common Pleas, ~~Clerk of Court Notary~~

: CLEARFIELD, Pennsylvania

: Number 01-719-00 Term, 2001

WHEREAS, JACK W. SINCLAIR and JOY M. SINCLAIR, his wife, currently of 495 Laurel Run Road, Port Matilda, Centre County, Pennsylvania, 16870, is about to execute contemporaneously herewith, a contract, with J.K. Construction for the construction of a residential building upon premises situate in the Township of Decatur, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain tract or lot of land situate, lying and being in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Eastern bank of Moshannon Creek, it being the corner of the Russell Dunlap and the Southwest corner of the property about to be described; thence up the Creek the following courses and distances: N 47° 05' W, 211.3 feet; N 70° 55' W, 288.5 feet; N 59° 13' W, 147 feet; N 71° 37' W, 333.8 feet; N 81° 17' 215.8 feet; S 77° 35' W, 360.0 feet; S 15° 15' W, 291.8 feet; N 81° 30' W, 255.0 feet; S 45° 55' W, 200 feet; S 84° 07' W, 345.5 feet to a post still on the Eastern bank of Moshannon Creek and on the line now or formerly of Julia Walk property; thence along the Julia Walk and Robert Hudson properties N 37° 06' E, about 400.0 feet more or less to a point on the southern right-of-way line of SR0053; thence along the said southerly right-of-way line of SR0053 its various courses and distances to land now or formerly of Wainwright; thence S 54° 42' E a distance of 1200.0 feet more or less to an iron pin corner; thence S 34° 47' W a distance of 140.0 feet more or less to an iron pin on the bank of the Moshannon Creek being the point or place of beginning.

NOW, *May 14th 2001* the time of and immediately before the execution of the principal contract, and before any authority has been given by the said JACK W. SINCLAIR and JOY M. SINCLAIR, his wife, to the said J. K. CONSTRUCTION, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with JACK W. SINCLAIR and JOY M. SINCLAIR, his wife, and the further consideration of One Dollar, to J. K. CONSTRUCTION paid by JACK W. SINCLAIR and JOY

M. SINCLAIR, his wife, it is agreed that no lien shall be filed against the building by the contractor, or any subcontractor, 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

David C. (initials)

Jack W. Sinclair
JACK W. SINCLAIR

Joy M. Sinclair
JOY M. SINCLAIR

J. K. CONSTRUCTION

FILED

REC'D MAY 14 2001
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William A. Shaw
Prothonotary
pd 620.00

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