

01-888-CD  
KEITH M. FOIMAR et al -vs- DONALD BEVERIDGE

01-888-CD

STIPULATION AGAINST LIENS

KEITH M. FOLMAR  
Homeowner  
PENNY FOLMAR  
Homeowner

In the Court of Common Pleas, County of  
Clearfield, Pennsylvania

vs.

Number \_\_\_\_\_ Term, 2001

DONALD BEVERIDGE  
Contractor

WHEREAS, **KEITH M. FOLMAR AND PENNY FOLMAR**, his wife, currently of P.O. Box 86, Drifting, Pennsylvania, 16834, about to execute contemporaneously herewith, a contract, with **DONALD BEVERIDGE**, of Hawk Run, Pennsylvania, for the improvements of a residential building upon premises situate in the Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

ALL those parcels or lots of land situate, lying and being in the Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin located on the southern right of way line of Pennsylvania Route No. 53, leading from Drifting to Snow Shoe, said pin being north fifty six (56) degrees west eighteen (18) feet from the northwestern corner of a lot previously conveyed by grantors herein to Arthur Folmar; thence by land retained by the said Clair W. and Clara C. Hartle, husband and wife, the grantors herein, south eleven (11) degrees twenty nine (20) minutes west two hundred seventy two (272) feet to an iron pin; thence still by land of Clair W. and Clara A. Hartle, husband and wife, the grantors herein; north fifty six (56) degrees west one hundred sixty (160) feet to an iron pin; thence by land of F. E. Hartle north ten 910) degrees seven (7) minutes east two hundred seventy five (275) feet to an iron pin in the right of way line of said Route No. 53; thence by said right of way line of Route No. 53, leading from Drifting to Snow Shoe, south fifty six (56) degrees east one hundred and sixty five (165) feet to an iron pin and place of beginning.

EXCEPTING AND RESERVING ALL THAT certain piece or lot of land sold to Arthur A. Folmar by William R. Elias, et. ux., and recorded in Deed Book volume 1644 at Page 288, bounded and described as follows:

BEGINNING at a point marking the southeast corner of lands of William R. Elias (DB 604, Page 176) and the northeast corner of other lands of Elias (DB 782, Page 253) and also being a common corner with lands of Philip J. Farrelly; thence along lands of Elias North fifty six degrees zero minutes zero seconds West (N 56° 00' 00" W) a distance of twenty two and eighty two hundreds (22.82) feet to an iron pin in line of lands of Elias;

JUL 11 2001

William A. Shaw  
Prothonotary

thence through lands of Elias North twenty two degrees four minutes forty three seconds East (N 22° 04' 43" E) a distance of one hundred fourteen and sixty four hundredths (114.64) feet to a point in line of Elias and Arthur A. Folmar (DB 746 Page 156, tract no. 2); thence along lands of Folmar and lands of Philip J. Farrelly (DB 1340 Page 241) South eleven degrees twenty nine minutes zero seconds West (S 11° 29' 00" W) a distance of one hundred twenty one and forty two hundredths (121.42) feet to a point marking the place of beginning. CONTAINING 0.029 acres.

THE SECOND THEREOF: BEGINNING at a point on line of land of Paul Hartle; thence in an easterly direction along lands of William Elias a distance of 135 feet to pin on line of land of Judy and Art Folmar; thence in a southwesterly direction along land of Paul Hartle, a distance of 163 feet to a point; thence in a northerly direction along land of Paul Hartle a distance of 160 feet to point and place of beginning. BEING a triangular piece of land.

THE THIRD THEREOF: BEGINNING at a point in the southerly right of way line of State Route No. S. R. 0053 and being the northeast corner of lands of William R. Elias (DB 604 Page 176) and the northwest corner of an 18 foot road of Arthur A. Folmar (DB 746 Page 156, Tract 2); thence along said right of way of SR 0053 and lands of Folmar South fifty six degrees zero minutes zero seconds East (S 56° 00' 00" E) a distance of twenty eight and thirty hundredths feet (28.30) to an iron pin in line of lands of Folmar (DB 576 Page 41); thence through lands of Folmar and crossing said 18 foot road South twenty two degrees four minutes forty seconds west (S 22° 04' 43" W) a distance of one hundred forty two and sixteen hundredths (142.16') feet to a point on line of Elias and Folmar; thence along lands of Elias North Eleven degrees twenty nine minutes zero seconds East (N 11° 29' 00" E) a distance of one hundred fifty and fifty eight hundredths feet (150.58) to a point and corner of Elias and marking the place of beginning. CONTAINING 0.045 acres.

BEING DESCRIBED IN DEED BOOK 1827 AT PAGE 452.

NOW, *June 6,* , 2001 at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **KEITH M. FOLMAR AND PENNY FOLMAR**, his wife, to the said **DONALD BEVERIDGE**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **KEITH M. FOLMAR AND PENNY FOLMAR**, his wife, and the further consideration of One Dollar, to **DONALD BEVERIDGE**, paid by **KEITH M. FOLMAR AND PENNY FOLMAR**, his wife, 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, 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.

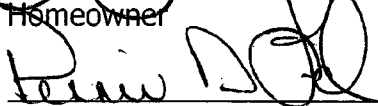
SIGNED AND SEALED IN THE PRESENCE OF:

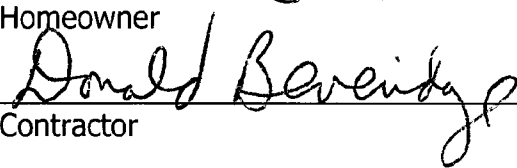
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Homeowner

  
Homeowner

  
Contractor

1000

William A. Shaw  
Prothonotary

1000

1000