

01-893-CD  
ANDREW A. ZENDEK -vs- J AND R CONSTRUCTION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ANDREW A. ZENDEK, single  
R. R. 1, Box 246  
Houtzdale, PA. 16651  
Owner

vs.

J and R CONSTRUCTION  
Box 69  
Ramey, PA. 16671  
Contractor

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J and R CONSTRUCTION  
Box 69  
Ramey, PA. 16671  
Contractor

vs.

ANDREW A. ZENDEK, single  
R. R. 1, Box 246  
Houtzdale, PA. 16651  
Owner

No. 01-893-CO

FILED

JUN 11 2001

William A. Shaw  
Prothonotary

STIPULATION AGAINST LIENS

WHEREAS, ANDREW A. ZENDEK, single, of R. R. 1, Box 246, Houtzdale, Pennsylvania 16651, of the one part, herein called "Owner", and J and R CONSTRUCTION, of Box 69, Ramey, Pennsylvania 16671, of the other part, herein called "Contractor", did execute a contract for improvements to be made to an existing home on Owner's lot situate in Woodward Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL those certain town lots in the Town of Lorraine, Woodward Township, Clearfield County, Pennsylvania, together with buildings and improvements erected thereon, known and numbered in the plan of said town as Lots #146 and #147, being each fifty (50') feet in width on the Township Road and one hundred fifty (150') feet in length back South to an Alley, bounded on the West by an alley; on the East by Lot #145.

NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before any authority has been given by the said Owner to Contractor to commence work or furnish materials for the same, and before any work has been done or materials furnished, and in consideration of the making of the contract, and the further consideration of the sum of One (\$1.00) Dollar by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed that no lien shall be filed against the buildings or improvements to be erected upon the above described premises, nor against the estate or title of the Owner in the property above described by any contractor, including the contractor executing this agreement, nor by any sub-contractor, nor by any of the materialmen, or workmen or any other person, firm or corporation for any labor or materials purchased or furnished for the construction and erection of the said building; the right to file such liens being hereby expressly waived.

**WITNESS** the due execution of this agreement the day and year first above written.

OWNER:

  
Andrew A. Zendek

CONTRACTOR:

J and R CONSTRUCTION

By 

FILED

JUN 11 2001  
09:41  
William A. Shaw  
Prothonotary

Atty Archer  
\$250.00

WDC