

61-898-CD
JAMES E. SIMCOX et ux -vs- BLACK'S HOME SALES

STIPULATION AGAINST LIENS

<u>JAMES E. SIMCOX and</u> Homeowner	In the Court of Common Pleas, County of
<u>DENISE M. SIMCOX, his wife</u> Homeowner	<u>Clearfield</u> , Pennsylvania
vs.	Number <u>01-898-CD</u> Term, 2001
<u>BLACK'S HOME SALES</u> Contractor	

WHEREAS, **JAMES E. SIMCOX** and **DENISE M. SIMCOX**, his wife, currently of P.O. Box 185, Winburne, Clearfield County, Pennsylvania, 16879, about to execute contemporaneously herewith, a contract, with **BLACK'S HOME SALES** of Route 53, Osceola Mills, Pennsylvania, 16666, for the construction of home improvements to a residential building upon premises situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain tract of land located and situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post corner on the South side of public Route No. T-713 leading from Winburne toward Kylertown; thence by land formerly of previous grantor, now marked unknown on the County Mapping records, South twenty two (22) degrees West two hundred (200) feet to a post; thence still by land marked unknown, North seventy four and one-half (74 ½) degrees West one hundred seventy eight (178) feet to a post on line of land of John Turik; thence by the land of John Turik formerly Christ Turik North four (4) degrees East one hundred fourteen (114) feet to a post; thence by land formerly of William Strible, now of Walter Strible, North eight (8) degrees East one hundred ten (110) feet to a post; thence by same North eleven (11) degrees East ninety seven (97) feet to post at the line of Highway Route No. T-713; thence by said Township Highway South sixty three (63) degrees East one hundred nineteen (119) feet to the post and place of beginning.

CONTAINING one hundred twenty two (122) perches. The reservation for minerals and mining rights being the same in this conveyance as those contained in the deed conveying the premises to grantor.

BEING the same premises as vested in the Mortgagors herein by deed of Roper W. Houston, Jr and Lita A. Houston, his wife dated the 1st day of November, 1999, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 199918519.

NOW, this 8 day of June, 2001, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **JAMES E. SIMCOX** and **DENISE M. SIMCOX**, his wife, to the said **BLACK'S HOME SALES**, to commence work on the said building, or purchase materials for the same in consideration of the making of the

FILED

JUN 11 2001

William A. Shaw
Prothonotary

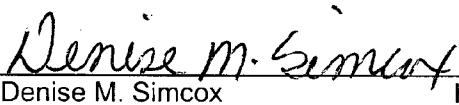
said contract with **JAMES E. SIMCOX** and **DENISE M. SIMCOX**, his wife, and the further consideration of One Dollar, to **BLACK'S HOME SALES**, paid by **JAMES E. SIMCOX** and **DENISE M. SIMCOX**, his wife, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, 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.

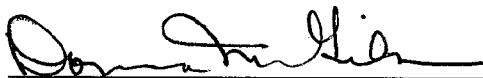
SIGNED AND SEALED IN THE PRESENCE OF:



James E. Simcox _____
Homeowner



Denise M. Simcox _____
Homeowner



Black's Home Sales _____
Contractor

FILED NOCC
JUN 9 2001 Amy Mason
pd 30.00
RECORDED
JUN 9 2001
William A. Shaw
Prothonotary