

01-901-CD  
MICHAEL W. SPENCER et al -vs- HAUBERT HOMES, INC.

# Stipulations Against Liens

01-901-C

MICHAEL W. SPENCER and  
EDNA M. SPENCER,

Owner &  
vs.

HAUBERT HOMES, INC.

Contractor

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

Number \_\_\_\_\_ Term, 19

WHEREAS, MICHAEL W. SPENCER and EDNA M. SPENCER, (hereinafter referred to as OWNERS) of 906 Richard St., Clearfield Pennsylvania, is about to execute contemporaneously herewith, a contract, with HAUBERT HOMES, INC. (hereafter referred to as CONTRACTOR) 73 Beaver Drive, DuBois Pennsylvania, for the erection of a two story residential building upon a lot of land situate in Clearfield Borough, Clearfield County, Pennsylvania:

SEE ATTACHED DESCRIPTION

**FILED**

JUN 11 2001

William A. Shaw  
Prothonotary

2001

NOW, May 16, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said OWNERS

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 OWNERS 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

ATTEST:

*Briffy C. Haubert*  
Secretary

*Michael W. Spencer*  
Michael W. Spencer

*Edna M. Spencer*  
Edna M. Spencer

HAUBERT HOMES, INC.

BY: *Michael C. P.*  
Manager

*Seal*

*Seal*

*Seal*

Stipulation  
Against Liens

Owner

MICHAEL W. SPENCER and

EDNA M. SPENCER

versus

Contractor

HAUBERT HOMES, INC.

No. \_\_\_\_\_ Term, 19

Filed \_\_\_\_\_ 19

ALL that certain parcel of land situate in the Borough of Clearfield, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a nail and wooden stake corner of the southern right-of-way of South Sixth Street and also being 75.02 feet along said right-of-way to the intersection of right-of-way of South Sixth Street and Cumberland Street; thence along right-of-way of South Sixth Street by a 1937.02 foot radius curve to the left, long chord being North 71 degrees 17 minutes East, 75.01 feet to a nail and wood stake; thence leaving said right-of-way along Lot No. 130, South 19 degrees 44 minutes East, 107.89 feet to a nail and wood stake; thence along lot No. 134, South 74 degrees 10 minutes West, 79.81 feet to a nail and wood stake; thence along Lot No. 132, North 17 degrees 10 minutes West, 103.88 feet to a nail and wood stake and place of beginning. Containing 8,171.52 square feet.

BEING Lot No. 131 in Section III of the Plan of South Park Development of the Borough of Clearfield, which plan was recorded in the Office of the Register and Recorder of Clearfield County on August 13, 1981.

**FILED**

JUN 11 2001  
O 3:31 AM

William A. Shaw P.D.  
Prothonotary 20.-

BY ATTY  
GARRE

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Jonathan G. Krepps

1937/07

FILED

FEB 04 2008

AM 18:30 (C)

William A. Shaw  
Prothonotary/Clerk of Courts

Vs.

Case No. 2001-00891-CD

Michelle M. Krepps  
Bradley K. Baker

CERTIFICATE OF CONTENTS

NOW, this 24th day of January, 2008, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

By:

William A. Shaw, Prothonotary

Record, Etc. Received:

Date: 1.31.08

K. S. Joseph  
(Signature & Title)