

01-979-CD
KENNETH MCKENDRICK -vs- RICHARD P. MASSIMINO, JR. et ux

2001-979-cd

Stipulation Against Liens

THIS AGREEMENT made the *20th* day of June *2001*
by and between KENNETH MCKENDRICK, an individual of R.D. 1, Box 207,
Clearfield, PA 16830

hereinafter referred to as *Contractor*,

AND

RICHARD P. MASSIMINO, JR. and LEA A. MASSIMINO, husband and
wife, of R.R. #1, Box 209, Clearfield, PA 16830

, hereinafter referred to as
Owner, whereby the former undertook and agreed to ~~execute and transact~~ general contracting

on that certain lot of ground situate in

Lawrence Township, Clearfield County, Pennsylvania, more fully described
in Exhibit "A" attached hereto and made a part hereof.

FILED

10 JUN 20 2001
X 0 12:55 (was)
William A. Shaw 80
Prothonotary 20-1

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of
the sum of (\$1.00) Dollar to him in hand paid by Owner, the receipt whereof is hereby
acknowledged, and the further consideration mentioned in the agreement aforesaid, for themselves and their
subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims
shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant
thereto for or on account of any work done or materials furnished by them or any of them under said contract or
otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described,
and the said Contractor, for themselves, their subcontractors and others under them hereby expressly waive and
relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of
them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS our hands and seals this

day of June *2001*

Signed, Sealed and Delivered
in the presence of

KENNETH MCKENDRICK

SEAL

SEAL

SEAL

SEAL

Stipulation Against Liens

Owner RICHARD P. MASSIMINO, JR. and
LEA A. MASSIMINO

Contractor KENNETH MCKENDRICK

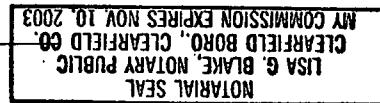
Date _____
FILED _____
Prothonotary _____

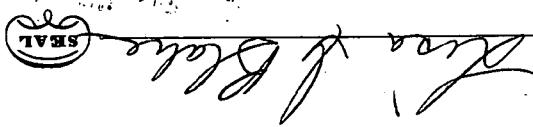
Notary Public

In witness whereof, I have hereunto set my hand and notarial seal.

In witness whereof, I have hereunto set my hand and notarial seal.
I, LISA G. BLACK, NOTARY PUBLIC, being authorized to do so, executed the foregoing statement for the purposes herein contained by signing the name of the corporation by himself as and that he as such, being authorized to do so, executed the corporation, and who acknowledges himself to be the known to me to be the person whose name is, and who acknowledges himself to be the person whose name is, known to me to be the person whose name is, before me, a Notary Public, personally appeared and subscribed as on this, the day of July, 1903, at Clearfield, Pennsylvania, County of Clearfield, State of Pennsylvania,
and acknowledged the same to be his true signature.

ACKNOWLEDGMENT FOR CORPORATION






In witness whereof, I have hereunto set my hand and official seal.

In witness whereof, I have hereunto set my hand and official seal.
I, KENNETH MCKENDRICK, being acknowledged to be the person whose name is, acknowledged the same for the purposes herein contained.

On this, the 20th day of June, 2003, before me the undersigned officer, personally appeared KENNETH MCKENDRICK, whose name is, acknowledged the same for the purposes herein contained.


ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

EXHIBIT "A"

ALL that certain tract or piece of land situated in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the South side of a Township Road leading from Paradise to Clearfield, said post being the Northwest corner of the land herein described and the northeast corner of land now or formerly owned by Merle McKendrick; thence along the said Township Road, south eighty-seven (87°) degrees East one hundred (100) feet to a post; thence along residue of land now or formerly of Andrew M. McKendrick, South two (2°) degrees twenty (20') minutes West two hundred forty-nine (249) feet to a post; thence still by residue of land now or formerly of Andrew M. McKendrick, South seventy-four (74°) degrees West one hundred (100) feet to a post; thence by line of land of Merle McKendrick as aforesaid, North two (2°) degrees twenty (20') minutes East two hundred eighty (280) feet to a post, the place of beginning. Containing 0.60 acres.

EXCEPTING AND RESERVING nevertheless, of and from the above described premises, the coal under and upon the same together with such mining rights as were conveyed by Frank P. Larimer to R.M. Thompson by deed dated March 5, 1907, and recorded at Clearfield in Deed Book 161, page 455.

BEING the same premises conveyed to the Mortgagors herein by deed dated March 3, 1999, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 199903359.