

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

2001-979-c9

Stipulation Against Liens

THIS AGREEMENT made the 20th day of June, ~~2000~~ 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 ~~erect and construct~~ 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

JUN 20 2001
12:55 PM
William A. Shaw
Prothonotary

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 L. Kendrick
KENNETH MCKENDRICK

SEAL
SEAL
SEAL
SEAL

Stipulation
Against Liens

Owner RICHARD P. MASSIMINO, JR. and

LEA A. MASSIMINO

Contractor KENNETH MCKENDRICK

FILED

Date _____

Prothonotary

Notary Public

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

State of _____
County of _____
On this, the _____ day of _____, 19____, before me, a Notary Public, personally appeared _____, subscribed as _____ and that he as such _____ foregoing statement for the purposes therein contained by signing the name of the corporation by himself as _____, being authorized to do so, executed the _____, corporation, _____ of _____

ACKNOWLEDGMENT FOR CORPORATION

NOTARIAL SEAL
LISA G. BLAKE, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD CO.
MY COMMISSION EXPIRES NOV. 10, 2003

Title of Officer

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

known to me (or satisfactorily proven) to be the person _____ whose name _____ is _____ subscribed to the within _____ instrument and acknowledged that he _____ executed the same for the purposes therein contained.

State of Pennsylvania
County of Clearfield
On this, the _____ day of _____, 2001, before me the undersigned officer, personally appeared KENNETH MCKENDRICK _____ June _____, 2001, before me the _____

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.