

01-980-CD  
ROBERT SHIVELY -vs- RICHARD P. MASSIMINO, JR. et ux

2001-980-CD

## Stipulation Against Liens

THIS AGREEMENT made the 20<sup>th</sup> day of June, 192001  
by and between ROBERT SHIVELY, an individual of 612 S. Second Street,  
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 perform~~ 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  
0/2:58/431  
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

20<sup>th</sup> day of June, 192001

Signed, Sealed and Delivered  
in the Presence of

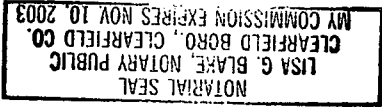
Robert Shively  
ROBERT SHIVELY



ACKNOWLEDGMENT FOR INDIVIDUAL

State of Pennsylvania }  
County of Clearfield }  
On this, the 22<sup>nd</sup> day of June, 2001, before me the undersigned officer, personally appeared ROBERT SHIVELY, 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.

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

  
\_\_\_\_\_  
Lisa G. Blake  
Notary Public  
Title of Officer

ACKNOWLEDGMENT FOR CORPORATION

State of }  
County of }  
On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed as \_\_\_\_\_, and who acknowledges himself to be the \_\_\_\_\_, corporation, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as \_\_\_\_\_  
In witness whereof, I have hereunto set my hand and notarial seal.

Notary Public

Stipulation  
Against Liens

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

Contractor ROBERT SHIVELY

FILED

Date

Prothonotary

**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.