

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

2001-980-cp

## *Stipulation Against Liens*

THIS AGREEMENT made the *20<sup>th</sup>* day of June, *2001*,  
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 ~~RECKONKOMOXXXXXX~~ 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**

*REC'D  
JUN 20 2001  
012:58/MS*

William A. Shaw *PO*  
Prothonotary *20- -*

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

Signed, Sealed and Delivered  
in the Presence of

*Robert Shively*  
ROBERT SHIVELY

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\_\_\_\_\_  
\_\_\_\_\_

SEAL  
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# Stipulation Against Liens

Owner RICHARD P. MASSIMINO, JR.

and LEA A. MASSIMINO

Contractor ROBERT SHIVELY

FILED

Date \_\_\_\_\_

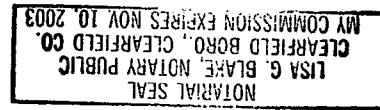
Prothonotary

Notary Public

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

forgoing stipulation for the purposes therein contained by signing the name of the corporation by himself as  
and that he as such  
, being authorized to do so, executed the  
, corporation,  
subscribed as  
Public, personally appeared  
, known to me to be the person whose name is  
, and who acknowledges himself to be the  
, and who acknowledges himself to be the  
, and who acknowledges himself to be the  
, before me, a Notary  
On this, the  
, 19<sup>th</sup>, before me, a Notary  
day of  
of  
} ss.  
County of  
State of

## ACKNOWLEDGMENT FOR CORPORATION



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.

On this, the day of June 2001, before me the  
under-signed officer, personally appeared ROBERT SHIVELY  
, 2001, before me the  
County of Clearfield  
} ss.  
State of Pennsylvania

## 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.