

01-1002-CD
RICHARD P. MASSTIMINO, JR. etux -vs- J. J. POWELL, INC.

01-1002-CO

Stipulation Against Liens

THIS AGREEMENT made the 21st day of June, 2001
by and between J.J. POWELL, INC., a Pennsylvania corporation with its principal
office and place of business at Bridge Street, Clearfield,
Pennsylvania

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

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 21 2001

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 it 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

21st

day of

June

, 2001

J. J. POWELL, INC.

Signed, Sealed and Delivered
in the Presence of

By:

Ron Bucha, Branch Manager



Stipulation
Against Liens

Owner Richard P. Massimino, Jr. and

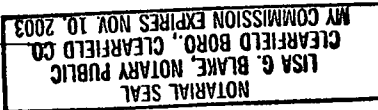
Lea A. Massimino

Contractor J.J. Powell, Inc.

FILED

Date _____

Prothonotary



Notary Public

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

State of Pennsylvania }
County of Clearfield } ss.
On this, the 21st day of June, 19xx01, before me, a Notary Public, personally appeared Ron Bucha Branch Manager and that he as such officer and that he as such officer for the purposes therein contained by signing the name of the corporation by himself as Branch Manager foregoing statement for the purposes therein contained by signing the name of the corporation by himself as Branch Manager, being authorized to do so, executed the

ACKNOWLEDGMENT FOR CORPORATION

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 subscribed to the within instrument and acknowledged that executed the same for the purposes therein contained.

On this, the _____ day of _____, 19____, before me the undersigned officer, personally appeared

State of _____
County of _____

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.

FILED

JUN 21 2001

[Signature]
William A. Shaw
Prothonotary

atty Kubota

pd \$20.00

ncc