

01-1522-0D

DANIEL A. SCOTT etux -vs- WAYNE C. NEEPER

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01-1522-^{CD}~~WML~~

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 14th day of September, 2001, BETWEEN DANIEL A. SCOTT and MILISA A. SCOTT, husband and wife, of R.R. #2, Box 103-B, Clearfield, Pennsylvania 16830, herein referred to as Owners,

- A N D -

WAYNE C. NEEPER, of R.R. #1, Box 366, Curwensville, Clearfield County, Pennsylvania 16833, herein referred to as Contractor,

WHEREAS, DANIEL A. SCOTT and MILISA A. SCOTT, husband and wife, Owners herein, is about to execute contemporaneously herewith, a contract, with WAYNE C. NEEPER, Contractor herein to provide materials and/or to perform labor necessary for the construction and erection or the alteration and repair of (a) building(s) upon those certain pieces or parcels of land situated in Lawrence Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL those two lots or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEING identified as Lot Nos. 65 and 66 on the Plan of Lots of McPherson Acres. Said Plan prepared by Roy C. Kindig, Reg. Engineer, dated May 26, 1956 and found for record in the Records' Office of Clearfield County to Miscellaneous Book No. 73, Page 413.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle contract, and before any authority has been given by the said owners to the said contractor to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by

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Prothonotary

owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

D
Jennifer A. Michaels

By Wayne C. Neeper
WAYNE C. NEEPER, Contractor

Daniel A. Scott
DANIEL A. SCOTT, Owner

Milisa A. Scott
MILISA A. SCOTT, Owner

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