

01-1749-C3
NANCY J. SHEEDER -vs- BLACK'S HOME SALES

FILED

OCT 23 2001

**William A. Shaw
Prothonotary**

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

NO. 01-1749 ^{CD} ~~1749~~

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 23rd day of October, 2001, **BETWEEN**
NANCY J. SHEEDER, of 320 George Street, Apt. #2, Curwensville, Pennsylvania 16833,
herein referred to as Owner,

- A N D -

BLACK'S HOME SALES, of Route 53, Osceola Mills, Clearfield County, Pennsylvania
16666, herein referred to as Contractor,

WHEREAS, NANCY J. SHEEDER, Owner herein, is about to execute
contemporaneously herewith, a contract, with BLACK'S HOME SALES, 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 Curwensville Borough, County of Clearfield and Commonwealth of
Pennsylvania, bounded and described as follows:

ALL that parcel of land known as Parcel 1 of the Betty Hoover Subdivision dated May 30, 2001,
lying along Phoenix Street in Curwensville Borough, Clearfield County, Pennsylvania, and being
more particularly described as follows:

BEGINNING at a 3/4 inch rebar set at southern most corner of Robert and Margaret A. Rose,
as was conveyed by Deed Book 532, Page 321, said rebar being on the northern 24 foot right-of-
way line of Phoenix Street and at the western most corner of the land herein conveyed and
running; thence North 55 degrees 27 minutes 13 seconds East a distance of 60.51 feet along now
or formerly Robert and Margaret A. Rose to a 3/4 inch rebar set, said line passing through a 1/2
inch iron pipe found buried at 1.38 feet; thence South 41 degrees 55 minutes 06 seconds East a

distance of 105.67 feet through lands of Betty J. Hoover to a 3/4 inch rebar set; thence South 50 degrees 53 minutes 05 seconds West a distance of 52.91 feet, through lands of Betty J. Hoover to a 3/4 inch rebar set on; thence North 45 degrees 36 minutes 55 seconds West a distance of 111.08 feet along the northern 24 foot right-of-way line of Phoenix Street to a 3/4 inch rebar set and place of beginning.

Description of parcel being used as collateral excluding that portion of property with the unmarketable title:

BEGINNING at a 3/4 inch rebar set at southern most corner of Robert and Margaret A. Rose, as was conveyed by Deed Book 532, Page 321, said rebar being on the northern 24 foot right-of-way line of Phoenix Street and at the western most corner of the land herein conveyed and running; thence North 55 degrees 27 minutes 13 seconds East a distance of 60.51 feet along Robert and Margaret A. Rose to a 3/4 inch rebar set, said line passing through a 1/2 inch iron pipe found buried at 1.38 feet; thence South 41 degrees 55 minutes 06 seconds East a distance of 101.82 feet through lands of Betty Hoover to a point; thence South 50 degrees 53 minutes 05 seconds West a distance of 53.16 feet through lands of Betty Hoover to a point on the northeast right-of-way of Phoenix Street; thence North 45 degrees 36 minutes 55 seconds West a distance of 107.21 feet along the northern 24 foot right-of-way line of Phoenix Street to a 3/4 inch rebar set and place of beginning.

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 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:

Karen Mersal

Georgie A. Michaels

By Donna M. Gies
BLACK'S HOME SALES, Contractor

Nancy J. Sheeder
NANCY J. SHEEDER, Owner