

01-1909-CD
SCOTT L. CLINGER et al -vs- S & A HOMES

STIPULATION AGAINST LIENS

SCOTT L. CLINGER

Homeowner

DEANA M. CLINGER, his wife

Homeowner

vs.

S&A HOMES

Contractor

In the Court of Common Pleas, County of

Clearfield, Pennsylvania

Number 01-1909-C2 Term, 2001

WHEREAS, **SCOTT L. CLINGER** and **DEANA M. CLINGER**, his wife, currently of 221 Mudlick Road, Julian, Pennsylvania, 15844, about to execute contemporaneously herewith, a contract, with **S&A HOMES** of 785 Benner Pike, Bellefonte, Pennsylvania, 16823, for the construction of home improvements to a residential building upon premises situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

Please see Attached Legal Description Exhibit "A"

NOW, this 31st day of October, 2001, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **SCOTT L. CLINGER** and **DEANA M. CLINGER**, his wife, to the said **S&A HOMES**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **SCOTT L. CLINGER** and **DEANA M. CLINGER**, his wife, and the further consideration of One Dollar, to **S&A HOMES**, paid by **SCOTT L. CLINGER** and **DEANA M. CLINGER**, his wife, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, materials purchased for the erection of said building, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year aforesaid.

SIGNED AND SEALED IN THE PRESENCE OF:

Scott L. Clinger
Scott L. Clinger Homeowner
Deana M. Clinger
Deana M. Clinger Homeowner
Chris P. Sauer
S&A Homes Contractor

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William A. Shaw
Prothonotary

**LEGAL DESCRIPTION
FOR
SCOTT L. CLINGER
&
DEANA M. CLINGER, his wife**

ALL that certain piece or parcel of land situated in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the South side of a fifty foot (50.0) wide access road. Said point is also the Northeast corner of Lot No. 6; thence along said road, North eighty nine degrees, thirty three minutes East (N 89° 33' E) two hundred fifty one and thirty five hundredths feet (251.35) to an iron pin; thence along other lands of Grantor, South no degrees five minutes forty five seconds West (S 0° 05' 45" W), three hundred forty five and eighty six hundredths feet (346.86) to an iron pin on line of, now or formerly, Joseph M. and Judith L. Maguire; thence along lands of same, South eighty nine degrees twenty two minutes, five seconds West (S 89° 22' 05" W), two hundred fifty one and forty four hundredths feet (251.44) to an iron pin and also the Southeast corner of Lot No. 6; thence along Lot No. 6, North no degrees, five minutes, forty five seconds East (N 0° 05' 45" E), three hundred forty six and sixty four hundredths feet (346.64) to an iron pin and place of beginning. Known as Lot No. 8 on map prepared by P.R. Mondock for Shirokey Surveys and dated May 25, 1999.

CONTAINING 1.9985 acres.

UNDER AND SUBJECT, NEVERTHELESS to all restrictions and reservations as set forth in the deed from Barbara G. Baughman and William F. Baughman, her husband to the mortgagors herein.

BEING the same premises as vested in the mortgagors herein by deed of Barbara G. Baughman and William F. Baughman, her husband dated the _____ day of _____, 2001, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number _____, not yet recorded but intended so to be.