

01-1998-CD  
TIMOTHY L. HERZELIN, SR., et al. -vs- HERZELIN CONTRACTING

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01- -WML

01. 1998. CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 12<sup>th</sup> day of December, 2001, BETWEEN  
TIMOTHY L. HERTLEIN, SR. and CHRISTINE M. HERTLEIN, husband and wife, of  
P.O. Box 203, Morrisdale, Clearfield, Pennsylvania 16858, herein referred to as Owners,

- A N D -

HERTLEIN CONTRACTING, of P.O. Box 203, Morrisdale, Clearfield County,  
Pennsylvania 16858, herein referred to as Contractor,

WHEREAS, TIMOTHY L. HERTLEIN, SR. and CHRISTINE M. HERTLEIN,  
husband and wife, Owners herein, is about to execute contemporaneously herewith, a  
contract, with HERTLEIN CONTRACTING, 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 Bigler  
Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and  
described as follows:

ALL that certain lot or piece of ground situate in the Township of Bigler, County of  
Clearfield and State of Pennsylvania, known and designated as Lot No. 9 in the Plan of  
Beyer (now the Village of Smoke Run), bounded and described as follows:

BEGINNING at a post on the Township Road, now an improved highway in said  
Village, corner of Lot now or formerly of John Bungo; thence North 28 1/2 degrees West  
along line of Lot now or formerly of John Bungo one hundred and fifty feet to an alley;  
thence North 61 1/2 degrees East fifty feet to post, corner of Salapata; thence thereby South  
28 1/2 degrees East one hundred and fifty feet to post on Township Road aforesaid; and  
thence thereby South 62 1/2 degrees West fifty feet to post and place of beginning; and  
having thereon erected a two story frame dwelling house.

**FILED**

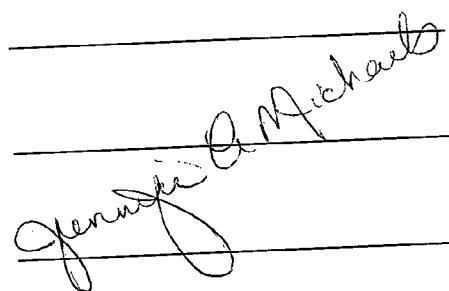
NOW, the day and date first above written, and at the time of and  
DEC 19 2001 immediately before the execution of the principle contract, and before any authority has

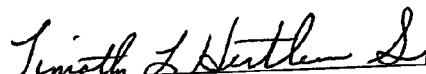
William A. Shaw  
Prothonotary

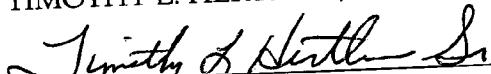
been given by the said owners to the said contractor to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the 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.

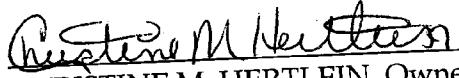
IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

  
D. Michael

By   
TIMOTHY L. HERTLEIN, SR., Contractor

  
TIMOTHY L. HERTLEIN, SR., Owner

  
CHRISTINE M. HERTLEIN, Owner

FILED

DEC 13 2001

010.081 Catty Deenhardt  
William A. Shaw  
S. D. Prothonotary

Pd \$20.00

no cc