

02-87-CD
VERNA E. SCHLEE -vs- JOE BOJALAD

2002-87-c0

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VERNA E. SCHLEE

VS

JOE BOJALAD

STIPULATION AGAINST LIENS

WHEREAS JOE BOJALAD entered into a contract with VERNA E. SCHLEE 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 BRADY Township, CLEARFIELD County, Pennsylvania, being more particularly bounded and described as follows:

SEE ATTACHED SCHEDULE A.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract and for the consideration therein set forth, that neither the undersigned contractor, nor sub-contractor or materialman, nor any other person furnishing labor or materials to the said contractor under this contract shall file a lien, commonly called a mechanic's lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary within ten (10) days after date, in accordance with the requirements of Act of Assembly of Pennsylvania, in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hand and seals this 15th day of Jan., 2002.

WITNESSES:

[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

FILED

JAN 17 2002
m/1:12/ux (Em)
William A. Shaw
Prothonotary

Schedule A

ALL that certain piece, parcel or lot of land, situate in the Township of Brady, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a point at the Northeast corner of land herein being conveyed, said place of beginning also being at the Southeast corner of the premises this day being conveyed to Barbara Fulford by the Grantors here-in;

THENCE along the Westerly line of Township Road No. 344 in a Southerly direction 152 feet, more or less, to a point at the Northerly boundary line of land now or formerly of James Mehok, Robert Mehok and John Mehok; thence in a Westerly direction along said Mehok land 250 feet, more or less, to the center of a creek;

THENCE in a Northerly direction along the center line of said creek 120 feet, more or less, to a point;

THENCE through land of which this is a part in an Easterly direction 100 feet, more or less, to a pine tree;

THENCE along the Southerly line of the land heretofore conveyed to Barbara Fulford as aforesaid in a Northeasterly direction 200 feet, more or less, to a point and place of beginning.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed by James W. Donahue and Jeannine Y. Donahue, husband and wife, Clearfield County, of Pennsylvania, Grantors, to Leo A. Donahue, Jr. of North Tonawanda, Niagara County, New York, by deed dated August 18, 1981, and recorded in the Office of the Recorder of Clearfield County in Volume 820, page 254.

The said Leo A. Donahue, Jr., died on January 16, 2001, survived by his daughters, Diane Mellot, Linda Stine, Barbara Fulford, and Janet Schoenhals. Verna E. Schlee was appointed Executrix of the Estate of Leo A. Donahue, Jr., on January 25 2001.

The said Verna E. Schlee, Executrix of the Estate of Leo A. Donahue, Jr., deceased, for herself, her successors and assigns, does hereby covenant, promise and agree to, and with the said Grantee, his heirs, executors, administrators, successors and assigns, by these presents, that she, Verna E. Schlee, Executrix of the Estate of Leo A. Donahue, Jr., as such Executrix, have not done, committed, or knowingly or willingly caused or suffered to be done, or committed any act, matter or thing whereby or by reason whereof the premises hereby conveyed, or any part thereof, now or at any time hereinafter, can or may be impeached, charged or encumbered in title, estate or howsoever.