

02-118-CD
RODNEY DAVID KITKO etal -vs- STEPHEN SIDORICK BUILDING
SERVICES

02-118-00

FILED

JAN 23 2002

William A. Shaw
Prothonotaryad m 11138 atty mason
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STIPULATION AGAINST LIENS

RODNEY DAVID KITKO

County of Homeowner

MELANIE KITKO

Homeowner

vs.

**STEPHEN SIDORICK BUILDING
SERVICES**

Contractor

In the Court of Common Pleas,

Clearfield, Pennsylvania

Number 02-118-00 Term, 2002

WHEREAS, **RODNEY DAVID KITKO** and **MELANIE KITKO**, his wife, currently of RR 1 Box 31, Houtzdale, Pennsylvania, 16651, about to execute contemporaneously herewith, a contract, with **STEPHEN SIDORICK BUILDING SERVICES**, General Contractors, currently of P.O. Box 92, Osceola Mills, Pennsylvania 16666, for the construction of home improvements to a residential building upon premises situate in Woodward Township, Clearfield County, Pennsylvania, bounded and described as follows: **ALL** those certain lots or pieces of ground situate in the Township of Woodward, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

COMMENCING at a post in line of land now or formerly of S.T. Henderson and land hereby conveyed; thence in a Westerly direction fifty six (56) feet to post and land formerly of R. L. Williams; thence in a Southerly direction one hundred fifty three (153) feet to post; thence in an Easterly direction sixty nine (69) feet to a post, and land now or formerly owned by S.T. Henderson; thence by land now or formerly of S.T. Henderson in a Northerly direction one hundred sixty two (162) feet to post and place of beginning.

BEING further identified by Clearfield County Assessment Map No. 130-M14-405-00009.

THE SECOND THEREOF:

BEGINNING at a post in line of land formerly owned by James Stapleton; thence South one hundred forty six (146) feet to post; thence East sixty nine (69) feet to post and line of lot formerly owned by Edward Barnes; thence along line of said lot formerly owned by Edward Barnes North one hundred fifty three (153) feet to post; thence in a Westerly direction fifty six (56) feet to a post and place of beginning.

BEING the same premises as vested in Rodney D. Kitko and Melanie Kitko, his wife by deed of Rodney D. Kitko and Melanie Kitko, his wife, dated the 27th day of September, 2001, and recorded in the Office of the Recorder of Deeds of Clearfield County on October 1, 2001, to Instrument Number 200115520.

NOW, this 14th day of January, 2002, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **RODNEY DAVID KITKO** and **MELANIE KITKO**, his wife to the said **STEPHEN SIDORICK BUILDING SERVICES**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **RODNEY DAVID KITKO** and **MELANIE KITKO**, his wife, and the further consideration of One Dollar, to **STEPHEN SIDORICK BUILDING SERVICES**, paid by **RODNEY DAVID KITKO** and **MELANIE KITKO**, 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:

_____	<u>Rodney David Kitko</u>	
	Rodney David Kitko	Homeowner
_____	<u>Melanie Kitko</u>	
	Melanie Kitko	Homeowner
_____	<u>Stephen Sidorick</u>	
	Stephen Sidorick	Contractor