

02-315-CD
CHARLOTTE L. KANOUR -vs- HOLDEN BUILDERS, INC.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02-315 -CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 15th day of March, 2002, BETWEEN CHARLOTTE L. KANOUR, a widow, of 706 W. Locust Street, Clearfield, Pennsylvania 16830, herein referred to as Owner,

- A N D -

HOLDEN BUILDERS, INC., of 308 Walton Street, Osceola Mills, Clearfield County, Pennsylvania 16666, herein referred to as Contractor,

WHEREAS, CHARLOTTE L. KANOUR, Owner herein, is about to execute contemporaneously herewith, a contract, with HOLDEN BUILDERS, INC., 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 the Borough of Osceola Mills, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL those two certain tracts of land or pieces of ground with the buildings thereon erected situate in the Borough of Osceola, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at the Southeast corner of Spruce and Edward Alleys and containing in front on said Spruce Alley twenty-five (25) feet and extending of that width in length or depth sixty-five (65) feet between parallel lines at right angles to the line of said Spruce Alley being part of lots numbered thirty-six (36) and thirty-seven (37) on the general plan of the Borough of Osceola which by sundry conveyances and assurances in law became vested in George M. Brisbin and Hannah E. Brisbin, his wife, and upon their deaths intestate became vested by virtue of the intestate laws of the State of Pennsylvania in Susan B. Lowrie sole surviving child of said George M. Brisbin and Hannah E. Brisbin, intermarried with Robert Lowrie.

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01/021 atty Leebank
William A. Shaw PD \$20.00
Prothonotary NO CC

THE SECOND THEREOF: Beginning at a point on Spruce Alley eighty-five (85) feet southerly from the southwest corner of Lingle Street and Spruce Alley; thence along Spruce Alley in a northwesterly direction forty (40) feet to line of Lot of John F. Boozer; thence in a southwesterly direction along line of lot of John F. Boozer, being a line at right angles with Spruce Alley and parallel with Lingle Street sixty-five (65) feet to a point; thence in a northwesterly direction by line of lot of John F. Boozer, being a line parallel with Spruce Alley twenty-five (25) feet to a point in Edward Alley; thence southwesterly along Edward Alley ten (10) feet to line of lot of William A. Gould; thence by line of said lot William A. Gould, being a line parallel with Spruce Alley in a southwesterly direction sixty-five (65) feet to a point; thence in a northwesterly direction along line parallel to Lingle Street and eighty-five (85) feet distant therefrom, seventy-five (75) feet to a point in Spruce Alley place of beginning, being the same premises which were conveyed to John F. Boozer and Cora B. Boozer, his wife, by Mrs. Ida M. Jones, widow by her Deed dated April 9, 1920, and which was recorded in the Office for the recording of Deeds April 10, A.D. 1920 in the Recorder's Office of the said County in Deed Book Volume 241, Page 55.

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:

By James Holden
JAMES HOLDEN, Contractor

Charlotte L. Kanour
CHARLOTTE L. KANOUR, Owner
