

02-577-CD  
TINA M. JONES -vs- S & A HOMES, INC.

# Stipulations Against Liens

02-577-00

Tina M. Jones	}	in the Court of Common Pleas, County of
Owner		CLEARFIELD, Pennsylvania
vs.		
S & A Homes, Inc.	}	Number.....Term, <del>XX</del> 2002
Contractor		

Whereas, Owner, Tina M. Jones  
of RR 2 Box 9, Winburne, Pennsylvania. 16858  
is about to execute contemporaneously herewith, a contract, with Contractor, S & A Homes, Inc.,  
of 785 Benner Pike, Bellefonte, Pennsylvania, 16823  
for the erection of a split-level ~~stone~~ residential building upon a lot of land situate

ALL that certain lot situate, lying and being in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the northern side of Mirkwood Drive being the common corner of Lots 33 and 34; THENCE along Mirkwood Drive South eighty-four degrees forty minutes East (S 84° 40' E) a distance of one hundred and five feet (105') to the common corner of Lots 34 and 35; THENCE North six degrees East (N 6° E) one hundred and one feet (101') along the line of Lot 35 to a point on the line of lands, now or formerly, of West Branch Area Schools; THENCE North eighty-four degrees forty minutes West (N 84° 40' W) along lands of West Branch Schools a distance of one hundred and five feet (105') to a point which is the common corner of Lots 33 and 34; THENCE South six degrees West (S 6° W) to a point on Mirkwood Drive and the place of beginning.

BEING Lot 34 in a subdivision known as East Shady Acres, a plot plan which was duly recorded in August 1978 and being the same Lot 34 as was granted and conveyed to Tina M. Jones, an adult individual, by Deed of Ryan Jay Schwiderske and Crystal M. Schwiderske, Husband and Wife, dated October 9, 2001 and recorded October 19, 2001 in Clearfield County, Pennsylvania, at Instrument Number 200116782.

**FILED**

APR 12 2002  
012:31 noon at  
William A. Shaw  
Prothonotary Test pd \$20.00

Now, April 12, 2002 ~~XX~~ 2002, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said

Owner	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	Contractor	and the further
consideration of One Dollar, to	Contractor	paid
by Owner	, 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, or materials purchased, or extra labor or 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

}	S & A HOMES, INC.	
	By: <u>Christopher Schoonmaker</u>	Seal
	Christopher Schoonmaker, Division Manager	
	<u>Tina M. Jones</u>	Seal
	Tina M. Jones	Seal

Stipulation  
Against Liens

*Owner*

TINA M. JONES

*versus*

*Contractor*

S & A HOMES, INC.

No. .... Term, ~~XX~~ 2002

Filed ..... ~~XX~~ 2002

GEORGE S. TEST  
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P.O. Box 706  
Philipsburg, PA 16866

PAULSTON PATENT & MARKETING, PC

