

02-689-CD
TIMOTHY L HERTLEIN, SR. et ux -vs- HERTLEIN CONTRACTING

FILED

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02-689 -CD

MAY 01 2002

STIPULATION AGAINST LIENS

William A. Shaw

Prothonotary THIS AGREEMENT, made this 25th day of April, 2002, BETWEEN
TIMOTHY L. HERTLEIN, SR. and CHRISTINE M. HERTLEIN, husband and wife, of
P.O. Box 203, Morrisdale, 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 Cooper
Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and
described as follows:

ALL that certain lot of ground situate in the Village of Winburne, Township of Cooper,
County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the southwest corner of the John B. Summerville 0.91 acre surface tract
and the next line of Township Road or Trolley Street; thence along Trolley Street North
4 degrees 6 minutes East 45 feet to corner of an adjacent lot; thence along same South 85
degrees 54 minutes East 189.09 feet inline right-of-way of the New York Central railroad;
thence by; the same in a southerly direction by line having a radius of 1113 feet a distance
of 45.06 feet to a point on line of other land; thence by same North 85 degrees 54 minutes
West 187.08 feet to the place of beginning.

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 Timothy L. Hertlein
TIMOTHY L. HERTLEIN, SR., Contractor

Christine M. Hertlein
CHRISTINE M. HERTLEIN, Owner

FILED

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O'DELL, CATHY Dechant
S/ William A. Shaw PD \$ 20.00
Prothonotary
Incc