

02-974-CD

William Gallaher al vs Holden Builders

02

02-974-CU
WILLARD L. GALLAHER et al -vs- HOLDEN BUILDERS, INC.

02-974-CJ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FILED

WILLARD L. GALLAHER AND :
KATHRYN D. GALLAHER, :
 OWNERS :
 : :
 VS. : :
 : :
HOLDEN BUILDERS, INC., :
 CONTRACTOR :
----- : No.
 : :
HOLDEN BUILDERS, INC., :
 CONTRACTOR :
 : :
 VS. : :
 : :
WILLARD L. GALLAHER AND :
KATHRYN D. GALLAHER, :
 OWNERS :
 : :

JUN 19 2002

William A. Shaw
Prothonotary

STIPULATION AGAINST LIENS

WHEREAS, **WILLARD L. GALLAHER** and **KATHRYN D. GALLAHER**, of 2204 Old Erie Pike, West Decatur, Clearfield County, Pennsylvania 16878, of the one part, herein called "Owners", and **HOLDEN BUILDERS, INC.**, a Pennsylvania corporation with its principal place of business located at 308 Walton Street, Suite #3, Philipsburg, (Chester Hill Borough), Clearfield County, Pennsylvania 16866, of the other part, herein called "Contractor", did execute a contract for the construction of a dwelling house erected on Owners' lot situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northeastern side of State Highway leading from Philipsburg to West Decatur (formerly known as the Old Philipsburg and Erie Pike) and which post is Eight (8') feet Southeast from the Southeast corner of Decaturville Cemetery; thence along the Northeastern line of said highway South Sixty-Five Degrees Fifteen Minutes East (S 65° 15' E), a distance of One Hundred Forty-Five (145') feet to an Oak tree; thence through lands of the Mock Estate North Twenty Degrees Thirty Minutes East (N 20° 30' E), a distance of Seventy-Five (75') feet to a post; thence by the same North Sixty-Five Degrees Fifteen Minutes West (N 65° 15' W), a

distance of One Hundred Forty-Five (145') feet to a post; thence by the same South Twenty Degrees Thirty Minutes West (S 20° 30' W), a distance of Seventy-Five (75') feet to a post and the place of beginning.

NOW, this 14th day of June, 2002, before any authority has been given by the said Owners to Contractor to commence work or furnish materials for the same, and before any work has been done or materials furnished, and in consideration of the making of the contract and the further consideration of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed that no lien shall be filed against the buildings or improvements to be erected upon the above described premises, nor against the estate or title of the Owners in the property above described by any contractor, including the contractor executing this agreement, nor by any subcontractor, nor by any of the materialmen, or workmen or any other person, firm, or corporation for any labor or materials purchased or furnished or extra labor or materials purchased or furnished for the construction of the dwelling house; the right to file such lien being hereby expressly waived.

WITNESS the due execution of this agreement the day and year first above written.

OWNERS:
Willard Gallaher (SEAL)
WILLARD L. GALLAHER
Kathryn D. Gallaher (SEAL)
KATHRYN D. GALLAHER

CONTRACTOR:
HOLDEN BUILDERS, INC.

BY: James T. Holden (SEAL)
JAMES T. HOLDEN, Pres.

Attest:

Mary Ellen Holden
Secretary
(SEAL)

FILED NO
cc

JUN 19 2002

Atg Weger

Pd. 20.00

RE

William A. Shaw
Prothonotary