

02-1166-CD
PATRICIA LEE SIMON -vs- CLINTON GOSS

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02- 1166 -CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 22nd day of July, 2002, BETWEEN
PATRICIA LEE SIMON, of 130 W. 6th Avenue, Clearfield, Pennsylvania 16830, herein
referred to as Owner,

- A N D -

CLINTON GOSS, of 2112 Willow Lane, Clearfield, Clearfield County, Pennsylvania
16830, herein referred to as Contractor,

WHEREAS, PATRICIA LEE SIMON, Owner herein, is about to execute
contemporaneously herewith, a contract, with CLINTON GOSS, 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 Clearfield Borough, County of Clearfield and Commonwealth of
Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land situate in the First Ward formerly the Third Ward
of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and
described as follows:

BEGINNING at an iron pipe at the corner of West Sixth Avenue and West Locust Street;
thence by West Locust Street North eighty-six (86) degrees nine(9) minutes West one
hundred (100) feet to an iron pipe; t hence by residue of Lot No. 32 North three (3)
degrees forty-nine (49) minutes East forty-six and eighty-five (85) degrees fifty-eight (58)
minutes East one hundred (100) feet to a point in the line of West Sixth Avenue; thence
by West Sixth Avenue South three (3) degrees forty-nine (49) minutes West forty-six and
two tenths (46.2) feet to an iron pipe and the place of beginning.

BEING a portion of Lot No. 32 in the L.J. Boyce Addition to the Borough of Clearfield
recorded in Plot File No. 1.

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Prothonotary 20..

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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:

Jerry A. Michaels
Jerry A. Michaels

By *Clinton Goss*
CLINTON GOSS, Contractor
Patricia Lee Simon
PATRICIA LEE SIMON, Owner