

02-1459-CD
Wayne Neeper vs Frank Eisenhower



02-1459-CD
WAYNE C. NEPPER BUILDING & REMODELING vs. FRANK
A. EISENHOWER, et al.

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
PO BOX 522
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED
SEP 20 2002
Att. Naddeo
pt 2002
No CC
William A. Shaw
Prothonotary

STIPULATION AGAINST LIENS

02-1459 CD
THIS AGREEMENT, made the 20th day of Sept., 2002, by and between WAYNE C. NEEPER BUILDING & REMODELING, of R. D. 1, Curwensville, Pennsylvania, hereinafter referred to as "CONTRACTOR",

AND

FRANK A. EISENHOWER and SHARON K. EISENHOWER, husband and wife, of 213 Filbert Street, Curwensville, Pennsylvania, hereinafter referred to as "OWNER",

whereby the former undertook and agreed to construct a dwelling on that certain lot of ground situate in Pike Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

ALL that parcel of land known as Lot 4 of the Olen J. and Autumn I. Norris Subdivision dated May 22, 2001 lying just east of the intersection of Township Road T-488 with Township Road T-503 in Pike Township, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a $\frac{3}{4}$ inch rebar set at the southwest corner of Lot 2 of the other approved Olen J. and Autumn I. Norris Subdivision dated March 27, 2001, said rebar being on the northern line of Spencer J. and Shannon L. Irwin, as was conveyed by deed book 1830 page 274, said rebar being the southeast corner of the land herein conveyed and running; thence north 79 degrees 34 minutes 46 seconds west a distance of 121.49 feet, along Spencer J. and Shannon L. Irwin to the $\frac{3}{4}$ inch rebar set at the southeast corner of Lot 3 of the above referenced subdivision; thence north 18 degrees 23 minutes 17 seconds east a distance of 407.10 feet, along Lot 3 to a point in the centerline of Township Road T-503, said line passing through a $\frac{3}{4}$ inch rebar set back 28.54 feet from said centerline of T-503; thence south 63 degrees 56 minutes 03 seconds east a distance of 121.40 feet, along the centerline of T-503 to a point at the northwest corner of aforementioned Lot 2; thence south 18 degrees 23 minutes 17 seconds west a distance of 374.04 feet, along Lot 2 to a $\frac{3}{4}$ inch rebar set and place of beginning, said line passing through a $\frac{3}{4}$ inch rebar set at 38.51 feet.

Together with and subject to covenants, easements and restrictions of record.

SEP 20 2002

William A. Shaw
Prothonotary

Containing 1.079 acre total, minus 0.079 acre for the right-of-way of T-503, leaving 1.000 acre net and known as Lot 4 of Olen J. and Autumn I. Norris Subdivision dated May 22, 2001 and shown on map prepared by Curry and Associates. Bearings above are based on True North. Being a part of Instrument number 199901484 and deed book 1892 page 135.

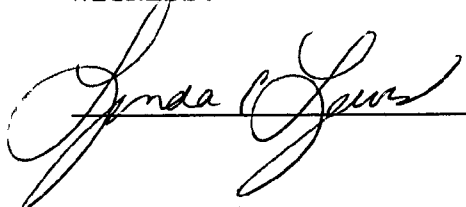
NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said **CONTRACTOR**, for and in consideration of the sum of One (\$1.00) **DOLLAR** to Contractor in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said **CONTRACTOR**, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS, our hands and seals this 20th day of Sept, 2002.

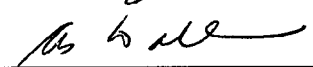
Signed, Sealed and Delivered
in the presence of

WITNESS:


WAYNE C. NEEPER BUILDING & REMODELING



By  _____




Frank A. Eisenhower


Sharon K. Eisenhower