

02-1485-CD  
DANIEL M. JOHNSTON, etal. vs. BLACK'S HOME SALES

**FILED**IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SEP 24 2002

NO. 02-1485-CD

William A. Shaw  
Prothonotary**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 20th day of September, 2002, BETWEEN DANIEL M. JOHNSTON and MAUREEN L. JOHNSTON, husband and wife, of R.R. #1, Box 521, Mahaffey, Clearfield County, Pennsylvania 15757, herein referred to as Owners,

- A N D -

BLACK'S HOME SALES, of Route 53, Osceola Mills, Clearfield County, Pennsylvania 16666, herein referred to as Contractor,

WHEREAS, DANIEL M. JOHNSTON and MAUREEN L. JOHNSTON, husband and wife, Owners herein, is about to execute contemporaneously herewith, a contract, with BLACK'S HOME SALES, 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 Graham Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain lot or piece, parcel or tract of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin on the northerly line of Lot 3 and the southeasterly corner of Lot 5 of the Sunset Acres Subdivision as recorded in Map File 1656 in the Clearfield County Recorder of Deeds Office; thence from said point of beginning and along Lot 5 North 06 degrees 38 minutes 48 seconds East a distance of 459.29 feet to an iron pin on the southerly line of Lot 13; thence along Lot 13 North 83 degrees 05 minutes 35 seconds East a distance of 276.02 feet to an iron pin on the westerly line of lands now or formerly of Dorothy L. Turner, et al and southeasterly corner of Lot 13; thence along lands of Turner South 06 degrees 38 minutes 48 seconds West a distance of 459.29 feet to an iron pin on the westerly line of Turner, et al and the northeasterly corner of Lot 3; thence along Lot 3 South 83 degrees 05 minutes 35 seconds West a distance of 276.02 feet to the point and place of beginning. Containing 2.829 acres.

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:

Karen M. Idensal

Jennifer L. Michaels

BLACK'S HOME SALES

By Donna L. Lee, Jr.  
Contractor

Daniel M. Johnston  
DANIEL M. JOHNSTON, Owner

Maureen L. Johnston  
MAUREEN L. JOHNSTON, Owner

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William A. Shaw  
Prothonotary

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 09-14-2000 BY 60322 UCBAW/STP/STP