

02-1571-CD
LARRY E. KEPHART, et al. vs. DANIEL A. CARTWRIGHT, et al.

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

LARRY E. KEPHART AND CYNTHIA :
S. MOSLAK, :
 OWNERS :
 : :
 VS. :
 : :
DANIEL A. CARTWRIGHT, D/B/A :
CARTWRIGHT CONTRACTING, :
 CONTRACTOR :
----- : :
DANIEL A. CARTWRIGHT, D/B/A :
CARTWRIGHT CONTRACTING, :
 CONTRACTOR :
----- : :
 VS. :
 : :
LARRY E. KEPHART AND CYNTHIA :
S. MOSLAK, :
 OWNERS :
----- : :

No. 02-1571-C

FILED

OCT 09 2002

William A. Shaw
Prothonotary

STIPULATION AGAINST LIENS

WHEREAS, **LARRY E. KEPHART** and **CYNTHIA S. MOSLAK**, of P.O. Box 92, Lanse, Clearfield County, Pennsylvania 16849, of the one part, herein called "Owners", and **DANIEL A. CARTWRIGHT, D/B/A CARTWRIGHT CONTRACTING**, of R.R. #1, Box 409, Morrisdale, Clearfield County, Pennsylvania 16858 of the other part, herein called "Contractor", did execute a contract for the construction of a dwelling house erected on Owners' lot situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post by public road running from Kylertown to the Knox place; thence by said road South eighty-four and one-half (84 $\frac{1}{2}$) degrees East sixty-three and one-half (63 $\frac{1}{2}$) perches to a post; thence by lands formerly of Andrew Bergren South twenty-five and three-eighth perches to a post; thence by lands of Olaf Edgren North eighty-five (85) degrees West sixty-three and one-half (63 $\frac{1}{2}$)

perches to a post; thence North twenty-five and one-half (25 $\frac{1}{2}$) perches to post and point of beginning. Containing ten acres and fifteen perches more or less and being known in the plot of said property as part Number One.

EXCEPTING AND RESERVING from the above described premises the following conveyances:

(1) The conveyance from Alf Edgren, et ux., to Richard Humpton, by deed dated September 26, 1892, and recorded in Clearfield County in Deed Book 74, at Page 60, containing two acres.

(2) The conveyance from Alf Edgren, et ux. to John Swanson, by deed dated August 17, 1905, and recorded in Clearfield County in Deed Book 154, at Page 214, of one acre.

(3) The conveyance from Augusta Edgren to Olaf Edgren, by deed dated March 1, 1911, and recorded in Clearfield County in Deed Book 201, at Page 158, for one-quarter of an acre.

(4) The conveyance from John E. Kephart, et ux. to Larry E. Kephart, et ux., by deed dated July 20, 1976, and recorded in Clearfield County Deed Book 724, page 138. Containing 1.17 acres together with a non exclusive easement for a driveway or right-of-way.

EXCEPTING AND RESERVING from the above described premises all the coal and all minerals in, upon or under said described premises with free right to move and remove the same as fully as set forth in the previous conveyance of coal and minerals.

NOW, this 8th day of October, 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:

Larry E. Kephart (SEAL)
LARRY E. KEPHART
Cynthia Moslak (SEAL)
CYNTHIA S. MOSLAK

CONTRACTOR:

Daniel A. Cartwright (SEAL)
DANIEL A. CARTWRIGHT, D/B/A
CARTWRIGHT CONTRACTING

FD NO
cc
019.5584 Art Wenger pd.
09 09 2002 20.00

William A. Shaw
Prothonotary