

02-1950-CD
CLAYTON E. IRELAND, et al vs. CLEARFIELD CARPET ONE

Stipulations Against Liens

02-1950-CD

Clayton E. Ireland and LuAnn Ireland

Owner
vs.
Clearfield Carpet One

Contractor

In the Court of Common Pleas, County of
Clearfield, Pennsylvania
Number _____ Term, 19

WHEREAS, Clayton E. Ireland and LuAnn Ireland (hereinafter OWNERS) of R.D. 1, Box 216A, Clearfield, Pennsylvania, is about to execute contemporaneously herewith, a contract, with Clearfield Carpet One (Contractor) of 1831 Daisy St., Clearfield, Pennsylvania, for the ~~erection of a xxxxxxxxxxxxx story~~ installation of stairs, tile flooring and carpeting upon a lot of land situate

Lawrence Township, Clearfield County, PA

SEE ATTACHED

FILED
0 10:21 pd 2000 cash
DEC 16 2000 no cc

William A. Shaw
Prothonotary

NOW, December 16th 2002 at the time of and immediately before the execution of the principal 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 CONTRACTOR and the further consideration of One Dollar, to CONTRACTOR paid by OWNERS, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year aforesaid.

SIGNED AND SEALED IN THE PRESENCE OF

Clayton E. Ireland LuAnn Ireland
Clearfield Carpet One Seal
Lee Gresco sign. Seal

Stipulation
Against Liens

Owner

CLAYTON E. IRELAND and

LU ANN IRELAND

versus

Contractor

No. _____ Term, 19

Filed _____ 19

ALL that certain parcel of land situate in the Mt. Joy Area in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a steel peg in the eastern line of a private lane, said peg being the southwestern corner of the parcel herein conveyed; thence in a northerly direction one hundred and thirty (130) feet more or less along the lane to a point in line of land of grantors herein; thence by line of land of grantors in an easterly direction three hundred and forty (340) feet more or less to a point in line of land of Paul Palovcsik; thence by Palovcsik line in a southeasterly direction one hundred and thirty-five (135) feet more or less to a steel peg in line of land of John Wilson three hundred and seventy-seven (377) feet more or less to a steel peg and place of beginning. Containing one and seven hundredths (1.07) acres more or less.

BEING the same premises which William G. Baker and Joyce E. Baker granted and conveyed to Clayton Ireland and LuAnn Ireland, by deed dated July 14, 1978 and recorded in Clearfield County Deed Book 764, Page 292.

The reference to minerals in that deed is in the following words: "Coal, Fire Clay, oil, gas and other minerals together with mining rights, excepted and reserved as in former deeds.:

This conveyance is subject to the obligation of the grantees, their heirs and assigns, to assume and perform their pro-rata share of maintaining the keeping in repair the lane or private road leading to Guinea Hill Road.

EXHIBIT "A"