

03-444-CD  
RICHARD L. ROTHROCK, II, ETAL. VS. DE GRUMBIAATT

FILED

MAR 27 2003

STIPULATION AGAINST LIENS

William A. Shaw  
Prothonotary

RICHARD L. ROTHROCK, II &  
Homeowner  
TAMMY L. ROTHROCK, his wife  
Homeowner  
vs.  
DE GRUMBLATT  
Contractor

In the Court of Common Pleas, County of  
CLEARFIELD, Pennsylvania  
Number 03-444-CD Term, 2003

WHEREAS, **RICHARD L. ROTHROCK, II** and **TAMMY L. ROTHROCK**, his wife, currently of 801 Pardee Road, Morrisdale, Pennsylvania, 16858, about to execute contemporaneously herewith, a contract, with **DE GRUMBLATT**, General Contractors, currently of Woodland-Bigler Highway, Woodland, Pennsylvania, 16881, for the construction of home improvements to a residential building upon premises situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

**ALL** that certain piece or parcel of lands situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pipe corner on the Western right of way line of State highway 17061 and being on line of other land of R. J. and D. M. Hess, Grantors herein, of which this is a part; thence along line of other lands of R. J. and D. M. Hess, south seventy four degrees thirty eight minutes West (S 74° 38' W) a distance of four hundred and no hundredths (400.00) feet to an iron pipe corner; thence still along line of other lands of R. J. and D. M. Hess, North twenty nine degrees three minutes west (N 29° 3' W) a distance of one hundred twenty five and no hundredths (125.00) feet to an iron pipe corner; thence still byline of other lands of R. J. And D. M. Hess, North seventy four degrees thirty eight minutes East (N 74° 38' E) a distance of four hundred and no hundredths (400.00) feet to an iron pipe corner on the aforementioned Western right of way line of State Highway 17061; thence along the Western right of way line of said Highway, South twenty nine degrees three minutes East (S 29° 3' E) a distance of one hundred twenty five and no hundredths (125.00) feet to an iron pipe corner the place of beginning. **CONTAINING** 1.03 acres.


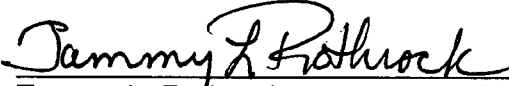
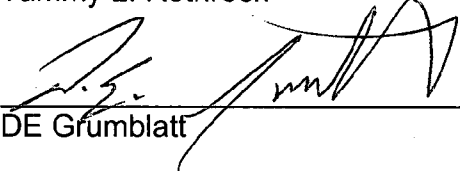
**BEING** the same premises as vested in Richard L. Rothrock, II and Tammy L. Rothrock, his wife, by deed of Frank E. Walls and Mildred L. Walls, his wife dated the 18<sup>th</sup> day of June, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book Volume 1538 at Page 576.

**NOW**, this 10th day of March, 2003, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **RICHARD L. ROTHROCK, II** and **TAMMY L. ROTHROCK**, his wife, to the said **DE GRUMBLATT**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **RICHARD L. ROTHROCK, II** and **TAMMY L. ROTHROCK**, his wife, and the further consideration of

One Dollar, to **DE GRUMBLATT**, paid by **RICHARD L. ROTHROCK, II** and **TAMMY L. ROTHROCK**, his wife, 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, 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:

_____	 Richard L. Rothrock, II	Homeowner
_____	 Tammy L. Rothrock	Homeowner
_____	 DE Grumblatt	Contractor

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William A. Shaw  
Prothonotary