

03-661-CD  
WAYNE C. NEEPER vs. SEAN PATRICK SMITH

03-6661-CD

## *Stipulation Against Liens*

*THIS AGREEMENT made the 7<sup>th</sup> day of April, 2003,*  
*by and between Wayne C. Neeper, t/d/b/a Wayne C. Neeper Building and Remodeling,*  
*of Curwensville, Pennsylvania*

*hereinafter referred to as Contractor,*

*AND*

*SEAN PATRICK SMITH, an individual of 328 E. Pine Street, Clearfield, Pennsylvania*

*, hereinafter referred to as  
Owner, whereby the former undertook and agreed to erect and construct a dwelling*

*on that certain lot of ground situate in*

*Pike Township, Clearfield County, Pennsylvania, more particularly described  
in Exhibit "A" attached hereto and made a part hereof.*

**FILED**

APR 30 2003

William A. Shaw  
Prothonotary

*NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of  
the sum of (\$1.00) Dollar to him in hand paid by Owner, the receipt whereof is hereby  
acknowledged, and the 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*

*7<sup>th</sup> day of April, 2003*

*Signed, Sealed and Delivered  
in the Presence of*

Wayne C. Neeper Building and Remodeling

By: Wayne C. Neeper

*Wayne C. Neeper*

SEAL

SEAL

SEAL

SEAL

## ACKNOWLEDGMENT FOR INDIVIDUAL

State of Pennsylvania  
County of Clearfield

ss.

On this, the 7 day of April, 2003, before me the undersigned officer, personally appeared Wayne C. Neeper, t/d/b/a Wayne C. Neeper Building and Remodeling

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

*Michael T. Ryan*



NOTARIAL SEAL  
MICHAEL T. RYAN, Notary Public  
Clearfield, Clearfield County, PA  
My Commission Expires December 3, 2006

## ACKNOWLEDGMENT FOR CORPORATION

State of  
County of

ss.

On this, the day of 19, before me, a Notary Public, personally appeared subscribed as of , known to me to be the person whose name is , and who acknowledges himself to be the corporation, and that he as such , being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as

In witness whereof, I have hereunto set my hand and notarial seal.

Notary Public

**Stipulation  
Against Liens**

Owner Sean Patrick Smith

Contractor Wayne C. Neeper, t/d/b/a

Wayne C. Neeper Building and

Remodeling

FILED

Date

Prothonotary

**EXHIBIT "A"**

ALL that certain piece or parcel of land situate in Jo-Lin Acres, Pike Township, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a 3/8 inch rebar set in the southern right-of-way line of Caroline Street, a fifty (50) foot wide street; said 3/8 inch rebar also being the northwestern corner of the parcel herein described; thence by the southern line of said Caroline Street North forty-five (45°) degrees fourteen (14') minutes forty (40") seconds East eighty-four (84) feet to a 3/8 inch rebar set in the southern line of said Caroline Street; thence by Lot D 16 in the Plan of Lots of Jo-Lin Acres South forty-four (44°) degrees forty-five (45') minutes twenty (20") seconds East one hundred thirty-five (135) feet to a 3/8 inch rebar; thence by Lot D 15 in the Plan of Lots of Jo-Lin Acres South forty-five (45°) degrees fourteen (14') minutes forty (40") seconds West eighty-four (84) feet to a 3/8 inch rebar; thence by Lot D 12 of the Plan of Lots of Jo-Lin Acres North forty-four (44°) degrees forty-five (45') minutes twenty (20") seconds East one hundred thirty-five (135) feet to a 3/8 inch rebar set in the southern right-of-way line of the aforementioned Caroline Street and the place of beginning.

Containing 0.260 acres or 11,340 square feet, and being LotD-13 in the Plan of Lots of the Jo-Lin Acres Subdivision, which subdivision appears of record in the Office of the Register and Recorder of Clearfield County at Aperature File No. 985; and amended map of subdivision at Aperature File No. 1024.

This conveyance is made UNDER AND SUBJECT TO Declaration of Protective Covenants filed in the Office of the Register and Recorder for Clearfield County in Deed and Record Book Volume 1475, page 362; ALSO UNDER AND SUBJECT TO Supplemental Declaration of Protective Covenants dated September 21, 1992, recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book Volume 1485, page 473; ALSO UNDER AND SUBJECT TO Amended Declaration of Protective Covenants dated July 22, 1993, and filed in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book Volume 1553, page 123; ALSO UNDER AND SUBJECT TO Modified Declaration of Protective Covenants, Conditions, Restrictions & Reservations, Affecting Certain Lots (Section "D"), recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 200004405.

EXCEPTING AND RESERVING an easement for the construction and maintenance of utility lines, including but not limited to, water, sewer, telephone, electric, gas and cable TV, which easement shall be five (5) feet in width from the front of the demised premises, five (5) feet in width from each side of the demised premises and ten (10) feet in width from the rear of the demised premises. Said easement shall run with the land and be binding upon the parties hereto, their heirs, executors, successors and assigns.

BEING the same premises conveyed to the Mortgagor herein by deed of DDM Development, Inc., dated April 28, 2003, which deed is being recorded contemporaneously herewith.

FILED

02-53781 Bolin & Kubista  
APR 30 2003 pd. 20.00

No CC

William A. Shaw  
Prothonotary