

03-684-CD  
TORRELL AND BERNARDO REMODELING vs. AARON P. WOOD, et al

03-684-CD

## *Stipulation Against Liens*

***THIS AGREEMENT made the***

56

day of

May

ж 2003

TORRELL AND BERNADO REMODELING AND CUSTOM HOMES of 130 McCracken Run Road,  
DuBois, Clearfield County, Pennsylvania

hereinafter referred to as *Contractor*,

AND

AARON P. and CARRIE A. WOOD of Peoples Road, Curwensville, Clearfield County, Pennsylvania

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

*on that certain lot of ground situated in*

Pike Township, Clearfield, County, Pennsylvania

See attached description.

**FILED**

MAY 06 2003

William A. Shaw  
Prethenotary

**NOW THEREFORE, THIS AGREEMENT WITNESSETH:** That the said Contractor, for and in consideration of the sum of (\$1.00) Dollar to it 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*

✓ck

day of

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· 19x2003

TORRELL AND BERNARDO CUSTOM HOMES

Signed, Sealed and Delivered  
in the Presence of

in the Presence of

By: Tucker J. Bernardo   
Ronald Purcell   
  
  


#### ACKNOWLEDGMENT FOR INDIVIDUAL

*State of*

*County of*

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

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



*Title of Officer*

## ACKNOWLEDGMENT FOR CORPORATION

*State of* Pennsylvania

*County of Clearfield*

On this, the 5<sup>th</sup> day of May, 1903, before me, a Notary Public, personally appeared Richard J. Bernardo and, known to me to be the person whose name is subscribed as Ronald Torrel, and who acknowledges himself to be the of TORRELL AND BERNARDO REMODELING, corporation, AND CUSTOM HOMES, 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.*

JOELLE L. ADAMS, NOTARY PUBLIC  
CITY OF DUBOIS, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES MARCH 21, 2005

*Notary Public*

## *Stipulation Against Liens*

*Owner* Aaron P. and Carrie A. Wood

Contractor Torrell and Bernardo

## Remodeling and Custom Homes

FILED

Date

Prothomology

**"EXHIBIT A"**

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

BEGINNING at an iron pipe in the southeast side of Pennsylvania Department of Transportation Highway Route #453, thence along said highway North fifty-five (55°) degrees sixteen (16') minutes East seventy-nine (79) feet to a point; thence continuing along said highway by a curve to the left having a radius of six hundred three and sixty-nine hundredths (603.69) feet, three hundred fifty-three and one tenth (353.1) feet to an iron pipe on the boundary line of the F. Addleman property; thence along the said Addleman property North seventy-eight (78°) degrees seven (07') minutes East three hundred ninety-eight (398) feet to an iron pipe; thence continuing along said Addleman property North eleven (11°) degrees fifty-three (53') minutes West one hundred thirteen (113) feet to an iron pipe on the southern side of Township Road 455; thence along Township Road 455 North seventy-nine (79°) degrees fifty-four (54') minutes East seven hundred eighty-five and one tenth (785.1) feet to a point by said Township Road; thence continuing along Township Road 455 by a curve to the right having a radius of two hundred fifty-two and eighty hundredths (252.80) feet, forty-six and three tenths (46.3) feet to the Peoples' property line; thence along said Peoples' property South fourteen (14°) degrees nine (09') minutes West one hundred seventy (170) feet to an iron pipe; thence along said Peoples' property South seventy-nine (79°) degrees forty-one (41') minutes East two hundred sixty-four and five tenths (264.5) feet to an iron pipe on the M. Lash property; thence along the Lash property South seven (07°) degrees fifty-four (54') minutes West ninety-eight (98) feet to an iron pipe; thence along the Lash L. Rowles and E. Holden properties South seventy-nine (79°) degrees thirty-eight (38') minutes West one thousand seven hundred eleven and nine tenths (1,711.9) feet to an iron pipe and place of beginning. Containing ten and four tenths (10.4) acres, more or less.

FILED no cc  
May 3, 2003 Atty's Belen & Belen  
MAY 06 2003 pd. 20.00

William A. Shaw  
Prothonotary