

03-687-CD

Moravian Run Reclamation Co. vs. Thomas J. Janocko, Etal.

2003-687-CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made the 5TH day of May, 2003, by and between MORAVIAN RUN RECLAMATION COMPANY, INC., of 605 Sheridan Drive, Clearfield, Pennsylvania, hereinafter referred to as "**EXCAVATOR**",

AND

THOMAS J. JANOCKO and MELISSA L. JANOCKO, husband and wife, of 347 First Street, Houtzdale, Clearfield County, Pennsylvania, hereinafter referred to as "**OWNER**",

Whereby the former undertook and agreed to excavate for the construction of a dwelling on that certain lot of ground situate in Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

ALL that certain piece or parcel of land known as Lot 6 in the KCL Enterprises Subdivision situate in Lawrence Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a 5/8" rebar set in the southern line of Fairway Lane, said 5/8" rebar being the northwestern corner of the land herein described; thence by the southern line of said Fairway Lane (N 47° 03' 00" E) 130.00 feet to a 5/8" rebar set in the southern line of Fairway Lane; thence by Lot 5 in the KCL Enterprises Subdivision (S 63° 26' 00" E) 261.641 feet to a 5/8" rebar; thence by Lot 8 in the KCL Enterprises Subdivision (S 57° 48' 35" W) 150.081 feet to a 5/8" rebar; thence by Lot 9 in the KCL Enterprises Subdivision (S 57° 48' 35" W) 147.382 feet to a 5/8" rebar; thence by lot 7 in the KCL Enterprises Subdivision (N 22° 30' 11" W) 202.312 feet to a 5/8" rebar set in the southern line of aforementioned Fairway Lane and place of beginning. Containing 1.047 Acres.

BEING a portion of the same premises conveyed to the Grantor herein by deed of James K. Brown and Tanis A. Brown dated May 2, 2000 and recorded in the Office of the Register and Recorder of Clearfield County as Instrument No. 200006051.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said **EXCAVATOR**, for and in consideration of the sum of **ONE (\$1.00) DOLLAR** to Excavator in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and 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

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William A. Shaw
Prothonotary

furnished by them or any of them under said contract or otherwise, for, towards, in, or about the excavation, erection and construction of the said buildings on the lot above described, and the said **EXCAVATOR**, 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 5th day of May, 2003.

Signed, Sealed and Delivered
In the presence of

WITNESS:

Paul M. [Signature]

ATTEST:

Deborah J. Umles

Deborah J. Umles

MORAVIAN RUN RECLAMATION
COMPANY, INC.

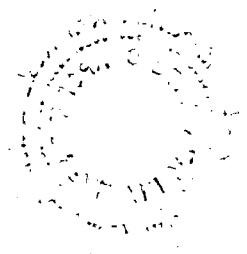
By Joseph Tarbay
Joseph Tarbay

Thomas J. Janocko

Thomas J. Janocko

Melissa L. Janocko

Melissa L. Janocko



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William A. Shaw
Prothonotary

(Signature)

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