

03-716-CD
TIMOTHY L. BAINERY, ETAL. VS. FINE LINE HOMES, INC.

Stipulations Against Liens

03-716-C

TIMOTHY L. BAINEY & DELORES E. BAINEY
 his wife, Owner
 vs.
 FINE LINE HOMES, INC. Contractor

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

WHEREAS, Timothy L. Bainey & Delores E. Bainey, his wife, of P.O. Box 125, Osceola Mills, 16666 Pennsylvania, is about to execute contemporaneously herewith, a contract with Fine Line Homes, Inc. of 1426 Benner Pike, State College Pennsylvania, for the erection of a two story residential building upon a lot of land situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

FILED

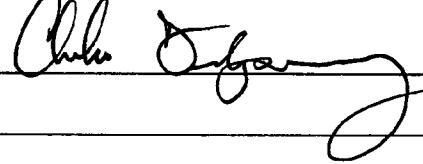
MAY 12 2003

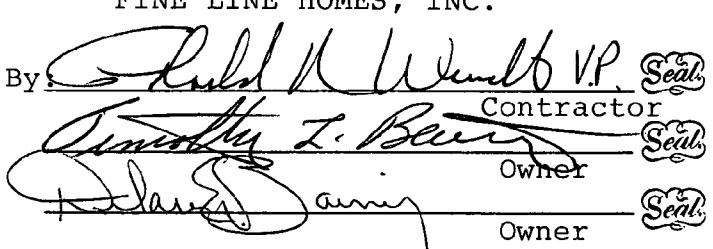
William A. Shaw
 Prothonotary

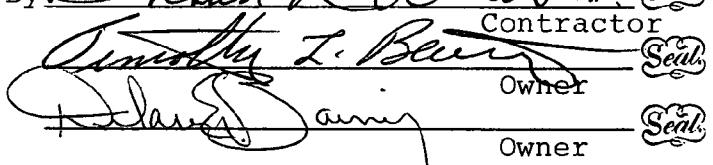
NOW, May 9, 2003, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Timothy L. Bainey & Delores E. Bainey, his wife, to the said Fine Line Homes, Inc., to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with Timothy L. Bainey & Delores E. Bainey, his wife, and the further consideration of One Dollar. to Fine Line Homes, Inc., paid by Timothy L. Bainey & Delores E. Bainey, 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, or materials purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

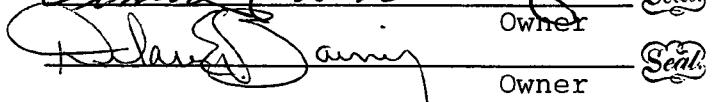
WITNESS, our hands and seals the day and year aforesaid. FINE LINE HOMES, INC.

SIGNED AND SEALED IN THE PRESENCE OF



By: 
 Seal
 Contractor


 Seal
 Owner


 Seal
 Owner

Stipulation
Against Lien

Owner

TIMOTHY L. BAINES, et ux.

versus

Contractor

FINE LINE HOMES, INC.

No. _____ Term,

Filed _____

**LEGAL DESCRIPTION
FOR
TIMOTHY L. BAINEY
&
DELORES E. BAINEY, his wife**

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

BEGINNING at a steel pin corner on the Western right of way line of PA Route No. 153, leading from Madera to Clearfield, and on line now or formerly of Joseph and June Ralston, Trustees; thence along line now or formerly of Joseph and June Ralston, Trustees North eighty seven degrees eight minutes West (N 87° 08' W) a distance of two hundred fifty four and nine hundredths (254.09') feet to a steel pin corner on line of lands now or formerly to be conveyed to Kay Florence Lender; thence along line of lands now or formerly to be conveyed to Kay Florence Lender North six degrees no minutes East (N 6° 00' E) a distance of three hundred eighty five and thirty two hundredths (385.32') feet to a steel pin corner on line of lands now or formerly to be conveyed to Ruben Allen Ralston; thence along line of lands now or formerly to be conveyed to Ruben Allen Ralston South eighty four degrees no minutes East (S 84° 00' E) a distance of two hundred fifty three and seventy two hundredths (253.72') feet to a steel pin corner on the aforementioned Western right of way line of PA Route No. 153; thence along the Western right of way line of PA Route No. 153 South six degrees no minutes West (S 6° 00' W) a distance of three hundred seventy one and forty four hundredths (371.44') feet to a steel pin corner, the place of beginning. Having erected thereon a mobile home.

CONTAINING 2.204 acres and being Parcel 3 as shown on survey map dated May 30, 1984, prepared by Shope Surveying Company of Snow Shoe, Pennsylvania, which is attached hereto.

BEING part of the same premises and being known as the Third Thereof as vested in Timothy L. Bainey and Delores E. Bainey, his wife by deed of Ruben Allen Ralston, et al dated the 24th day of April, 2003, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200306835.

Date: 05/12/2003

Clearfield County Court of Common Pleas

NO. 1860049

Time: 09:04 AM

Receipt

Page 1 of 1

Received of: Mason Law Office

\$ 20.00

Twenty and 00/100 Dollars

Case: 2003-00716-CD	Amount
WML/Stipulation/Waiver	20.00
Total:	20.00

Check: 14148

Payment Method: Check

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 20.00

By: _____

Deputy Clerk

Clerk: BANDERSON