

03-759-TCB
WILLARD GALLAHER, et al. vs. PRESTON P. WEATHERHOLTZ,

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

WILLARD L. GALLAHER AND
KATHRYN D. GALLAHER,
OWNERS

VS.

PRESTON P. WEATHERHOLTZ,
D/B/A PRESTON HOME REMODELING,
CONTRACTOR

No. 03-759-CD

PRESTON P. WEATHERHOLTZ,
D/B/A PRESTON HOME REMODELING,
CONTRACTOR

VS.

WILLARD L. GALLAHER AND
KATHRYN D. GALLAHER

OWNERS

MAY 20 2003

William A. Shaw
Prothonotary

STIPULATION AGAINST LIENS

WHEREAS, WILLARD L. GALLAHER and KATHRYN D. GALLAHER, of 2204 Old Erie Pike, West Decatur, Decatur Township, Clearfield County, Pennsylvania 16878, of the one part, herein called "Owners", and PRESTON P. WEATHERHOLTZ, D/B/A PRESTON HOME REMODELING, of R.R. 2, Box 164B, Morrisdale, Clearfield County, Pennsylvania 16858 of the other part, herein called "Contractor", did execute a contract for the construction of a deck to be attached to Owners' home located on Owners' lot situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northeastern side of State Highway leading from Philipsburg to West Decatur (formerly known as the Old Philipsburg and Erie Pike) and which post is Eight (8') feet Southeast from the Southeast corner of Decaturville Cemetery; thence along the Northeastern line of said highway South Sixty-Five Degrees Fifteen Minutes East (S 65° 15' E), a distance of One Hundred Forty-Five (145') feet to an Oak tree; thence through lands of the Mock Estate North Twenty Degrees Thirty Minutes East (N 20° 30' E), a distance of Seventy-Five (75') feet to a post; thence by the

same North Sixty-Five Degrees Fifteen Minutes West (N 65° 15' W), a distance of One Hundred Forty-Five (145') feet to a post; thence by the same South Twenty Degrees Thirty Minutes West (S 20° 30' W), a distance of Seventy-Five (75') feet to a post and the place of beginning.

NOW, this 17th day of May, 2003, before any authority has been given by the said Owners to Contractor to commence work or furnish materials for the same, and before any work has been done or materials furnished, and in consideration of the making of the contract and the further consideration of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed that no lien shall be filed against the buildings or improvements to be erected upon the above described premises, nor against the estate or title of the Owners in the property above described by any contractor, including the contractor executing this agreement, nor by any subcontractor, nor by any of the materialmen, or workmen or any other person, firm, or corporation for any labor or materials purchased or furnished or extra labor or materials purchased or furnished for the construction of the deck to be attached to the dwelling house; the right to file such lien being hereby expressly waived.

WITNESS the due execution of this agreement the day and year first above written.

OWNERS:

Willard L. Gallaher (SEAL)
WILLARD L. GALLAHER

Kathryn D. Gallaher (SEAL)
KATHRYN D. GALLAHER

CONTRACTOR:

Preston P. Weatherholtz (SEAL)
PRESTON P. WEATHERHOLTZ,
D/B/A PRESTON HOME REMODELING

FILED no cc

Q:48
Gallavers pd. \$20.00

MAY 20 2003

William A. Shaw
Prothonotary