

03-1209-CD
SUSAN RAY FOLMAR vs. FAMILY MOBILE HOMES, INC.

FILED

AUG 15 2003

William A. Shaw
Prothonotary/Clerk of CourtsIN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-1209 -CD

Stipulation Against Liens

THIS AGREEMENT, made this 13th day of August, 2003, BETWEEN
SUSAN KAY FOLMAR, of 40 Locust Drive, Morrisdale, Pennsylvania 16858, herein
referred to as Owner,

- A N D -

FAMILY MOBILE HOMES, INC., of 3170 Clearfield/Woodland Highway, Woodland,
Clearfield County, Pennsylvania 16881, herein referred to as Contractor,

WHEREAS, SUSAN KAY FOLMAR, Owner herein, is about to execute
contemporaneously herewith, a contract, with FAMILY MOBILE HOMES, INC., Contractor
herein to provide materials and/or to perform labor necessary for the construction and
erection or the alteration and repair of (a) building(s) upon those certain pieces or parcels
of land situated in Graham and Morris Townships, County of Clearfield and Commonwealth
of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land situate in Graham Township, but assessed as part
of Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the right-of-way of State Highway Route 153, running from
Bigler to Allport; thence North 6 degrees 00 minutes East two hundred and twenty-six
(226) feet, more or less, to a point on the land of Clark J. Hubler; thence along the same one
hundred and fifty (150) feet to a point on the line of Harold J. Smeal; thence in a southerly
direction on said line of Harold J. Smeal approximately two hundred and twenty-six (226)
feet to a point on said right-of-way of Route 153; thence along said right-of-way
approximately one hundred and fifty (150) feet to a point and place of beginning.

Being identified as Tax Map No. 124-Q09-000-049.1

NOW, the day and date first above written, and at the time of and
immediately before the execution of the principle contract, and before any authority has
been given by the said owners to the said contractor to commence work on the said

building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.**

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

Melody Endress J.P.

By Don Chelf Jr.

Contractor

SUSAN KAY FOLMAR

Owner

** Family Mobile Homes, Inc. is not the general contractor and is only signing on behalf of Family Mobile Homes, Inc. and its workers and subcontractors, no other contractors.

building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

By _____
Contractor




SUSAN KAY FOLMAR
Owner



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AUG 15 2003
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William A. Shaw
Prothonotary/Clerk of Court