

03-1396-CD

GEORGE H. MCLAUGHLIN, etal vs. CALIBER POLE BUILDINGS

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-1396 -WML

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 30 day of August, 2003,  
BETWEEN GEORGE H. McLAUGHLIN and ANGELINE C. McLAUGHLIN, of 237 Ridge  
Avenue, Curwensville, PA 16833, herein referred to as Owners,

- A N D -

CALIBER POLE BUILDINGS, of P. O. Box 123, Smithmill, PA 16680, herein referred to  
as Contractor,

WHEREAS, GEORGE H. McLAUGHLIN and ANGELINE C.  
McLAUGHLIN, Owners herein, are about to execute contemporaneously herewith, a contract,  
with CALIBER POLE BUILDINGS, Contractor herein to provide materials and/or to perform  
labor necessary for the construction and erection or the alteration and repair of (a) mobile home  
and/or building(s) upon those certain pieces or parcels of land situated in Curwensville Borough and  
Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain lot or piece of ground situated in Curwensville Borough, Clearfield County,  
Pennsylvania, on the North side of Ridge Avenue, and described as follows:

BEGINNING at a post on line of lot now or formerly of Michalena Volpe, and the said Ridge  
Avenue; thence by lot now or formerly of Michalena Volpe, Northeast, One Hundred and Seventy-  
nine (179) feet, to an Alley; thence by said Alley, southeast, Forty-four (44) feet, to line of lot now  
or formerly of John Murray; thence by line of said lot now or formerly of John Murray, Southwest  
One Hundred and Seventy-nine (179) feet, to line of Ridge Avenue; thence by said Ridge Avenue,  
Northwest Fifty-eight (58) feet to line of lot now or formerly of Michalena Volpe and place of  
beginning. Being known in the plan of Patton's Addition to the Borough of Curwensville,  
Pennsylvania, as Lot No. 27.

**FILED**

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William A. Shaw  
Prothonotary

BEING the same premises as were granted and conveyed unto George H. McLaughlin and Angeline C. McLaughlin, husband and wife, by deed of Kathryn Twiddy, Widow, dated December 29, 1992, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Book Vol. 1506, Page 405.

ALSO

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

BEGINNING at a post corner of land now or formerly of the late Richard Freeman; thence by the same and land now or formerly of I.B. Norris, South Sixty-nine (69) degrees and Thirty (30) minutes West Twenty-one and Two tenths (21.2) perches to post corner; thence by other land of the late Richard Freeman, South Fifteen (15) degrees and Thirty (30) minutes East, Fifteen and Eight tenths (15.8) perches to a post on the West side of the Township road; thence along the road, North Seventy-two (72) degrees and Fifteen (15) minutes East Seven and Four tenths (7.4) perches to a post; thence North Fifty (50) degrees East, Seventeen and Eight tenths (17.8) perches to line of land formerly of Arnold and Company and now or formerly of E. A. Irvin Estate; thence by same North Seventy-eight (78) degrees West Ten and Four Tenths (10.4) perches to the place of beginning. CONTAINING Two (2) Acres and Four (4) perches, more or less.

BEING the same premises as were granted and conveyed unto George H. McLaughlin and Angeline C. McLaughlin, husband and wife, by deed of Donald R. O'Dell, et. ux., dated April 4, 2003, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200305434.

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:

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By Alan C. Domaruck  
CALIBER POLE BUILDINGS, Contractor

George H. McLaughlin  
GEORGE H. McLAUGHLIN, Owner

Angeline C. McLaughlin  
ANGELINE C. McLAUGHLIN, Owner

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

GEORGE H. McLAUGHLIN and  
ANGELINE C. McLAUGHLIN, Owners

AND

CALIBER POLE BUILDINGS,  
Contractor

STIPULATION AGAINST LIENS

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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