

03-1450-CD
KENNETH L. MILES, et al. vs. KENNETH L. MILES

SEP 26 2003

0611301 W
William A. Shaw
Prothonotary
P.O. 201

STIPULATION AGAINST LIENS

<u>KENNETH L. MILES and</u>	:	In the Court of Common Pleas, County of
Homeowner	:	
<u>LORRAINE E. MILES, his wife</u>	:	<u>CLEARFIELD</u> , Pennsylvania
Homeowner	:	
vs.	:	Number <u>2003-1450-CO</u> Term, 2003
	:	
<u>KENNETH L. MILES</u>	:	
Contractor	:	

WHEREAS, **KENNETH L. MILES** and **LORRAINE E. MILES**, his wife, currently of 150 Cemetery Road, Morrisdale, Pennsylvania, 16858, about to execute contemporaneously herewith, a contract, with **KENNETH L. MILES**, for the construction of home improvements to a residential building upon premises situate at 345 Turner Road, Morrisdale, in Graham Township, Clearfield County, Pennsylvania, 16858, bounded and described as follows:

ALL that certain lot or piece or ground situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the Southerly line of lands now or formerly of William J. Shirokey and Northeasterly-most corner of Lot 14 of the Sunset Acres Subdivision as recorded in Map file 1656 in the Clearfield County Recorder of Deeds Office; thence from said point of beginning and along lands of Shirokey South 81 degrees 26 minutes 23 seconds East a distance of 650.08 feet to an iron pin on the Westerly line of lands now or formerly of L. Gary Yingling, Jr., et al; thence along lands of Yingling South 06 degrees 38 minutes 48 seconds West a distance of 512.40 feet to an iron pin and Easterly-most corner of Lot 14; thence along Lot 14 the following two courses and distances: South 77 degrees 39 minutes 52 seconds West a distance of 687.08 feet to an iron pin; thence North 06 degrees 38 minutes 48 seconds East a distance of 757.59 feet to an iron pin, the point and place of beginning.

CONTAINING 9.471 acres.

BEING the same premises as vested in Kenneth Lynn Miles and Lorraine E. Miles, his wife by deed of George Novosel, a single individual, dated the 10th day of August, 1999, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 199913316.

FURTHER BEING known as Tax Map Parcel No. 116-09-37.

NOW, this 24th day of September, 2003, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **KENNETH L. MILES** and **LORRAINE E. MILES**, his wife, to the said **KENNETH L. MILES**,

to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **KENNETH L. MILES** and **LORRAINE E. MILES**, his wife, and the further consideration of One Dollar, to **KENNETH L. MILES**, paid by **KENNETH L. MILES** and **LORRAINE E. MILES**, 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, 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.

SIGNED AND SEALED IN THE PRESENCE OF:

Dutch (w to all)

Kenneth L. Miles
Kenneth L. Miles Homeowner

Lorraine E. Miles
Lorraine E. Miles Homeowner

Kenneth L. Miles
Kenneth L. Miles Contractor

FILED

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William A. Shaw
Prothonotary