

03-1642-CD
LUCAS T. HERTLEIN, et al. vs. TIMOTHY L. HERTLEIN, SR.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03- 1642 -CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 4th day of October, 2003, **BETWEEN**
LUCAS T. HERTLEIN and NICOLE M. HERTLEIN, husband and wife, of P.O. Box 36,
Morrisdale, Clearfield County, Pennsylvania 16858, herein referred to as Owners,

- A N D -

TIMOTHY L. HERTLEIN, SR., CONTRACTING, of P.O. Box 142, Drifting, Clearfield
County, Pennsylvania 16834, herein referred to as Contractor,

WHEREAS, LUCAS T. HERTLEIN and NICOLE M. HERTLEIN, husband and
wife, Owners herein, is about to execute contemporaneously herewith, a contract, with
TIMOTHY L. HERTLEIN, SR. 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 Bradford Township,
County of Clearfield and Commonwealth of Pennsylvania, bounded and described as
follows:

ALL that certain piece or parcel of land located in the Village of Bigler, Bradford Township,
Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the southwestern corner of the parcel herein described North 03
degrees 56 minutes East 50 feet to a point on Township Route T-611; thence along Township Route
T-611 South 83 degrees 46 minutes East 254.00 feet, more or less, to a point on L.R. 17121; thence
along L.R. 17121 South 03 degrees 56 minutes West 50 feet to an iron pin; thence North 83 degrees
46 minutes West 254.0 feet, more or less, to an iron pin and place of beginning. Being a parcel of
land 50 feet in width and 254 feet in length.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 106-N09-591-
00001.

FILED

NOV 04 2003

William A. Shaw
Prothonotary

A N D

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

BEGINNING at a post on the west side of the State Highway Leading from Philipsburg to Clearfield, said post being the southeast corner of Lot No. 2; thence by Lot No. 2 westerly for a distance of about two hundred and fifty-four (254) feet to a post; thence southerly fifty (50) feet to a post at the northwest corner of Lot No. 4; thence by Lot No. 4 easterly for a distance of about two hundred and fifty-four (254) feet to a post on the west side of the State Highway; thence by the west side of the State Highway northerly fifty (50) feet to post and place of beginning. Being the piece or parcel of ground known as Lot No. 3 in the plan of lots of the Williams Grove Brick Company.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 106-No9-591-00001.

EXCEPTING and RESERVING that parcel conveyed by J. Wallace Dixon to Burtis W. Dixon and Judith A. Dixon by Deed dated January 24, 1995 and recorded to Clearfield County Deeds & Records Book Volume 1656, Page 288, and that parcel conveyed by Violet Dixon and Wallace J. Dixon, her husband to Burtis W. Dixon and Judith A. Dixon, his wife by Deed dated September 16, 1977 and recorded to Clearfield County Deed Book Volume 746, Page 117.

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:

Jessie A. Michaels

Jessie A. Michaels

By *Timothy L. Hertlein, Sr.*
TIMOTHY L. HERTLEIN, SR., Contractor

Lucas T. Hertlein
LUCAS T. HERTLEIN, Owner

Nicole M. Hertlein
NICOLE M. HERTLEIN, Owner