

04-368-CD
GREGORY S. KYLER, et al. vs. CARTWRIGHT CONTRACTING, et al.

Gregory Kyler et al vs Cartwright Contract.
2004-368-CD

MAR 17 2004

William A. Shaw
Prothonotary

STIPULATION AGAINST LIENS

GREGORY S. KYLER AND
Homeowner
DEBRA L. KYLER, HIS WIFE
Homeowner
vs.
CARTWRIGHT CONTRACTING
Contractor

In the Court of Common Pleas, County of
CLEARFIELD, Pennsylvania
Number 04-368-CD Term, 2004

WHEREAS, GREGORY S. KYLER and DEBRA L. KYLER, his wife, currently of 1384 Palestine Road, Morrisdale, Pennsylvania, 16858, about to execute contemporaneously herewith, a contract, with DAN CARTWRIGHT of CARTWRIGHT CONTRACTING, General Contractor, currently of 151 Substation Road, Morrisdale, Pennsylvania, 16858, for the construction of home improvements to a residential building upon premises situate in Graham Township, Clearfield County, Morrisdale, Pennsylvania, bounded and described as follows:

ALL that certain tract of land situate in Graham Township Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at iron pin at intersection of Township Road leading to Deer Creek Road with township Road leading to Palestine School house; thence in a Northeasterly direction along first above mentioned Township Road a distance of Four hundred eighty feet (480) to another iron pin; thence in an Easterly direction along line of land of George Taylor Four hundred eighty feet (480) to jack pine; thence in Southwesterly direction Six hundred fifteen feet (615) more or less to iron pin at aforesaid road leading to Palestine School House; thence in Westerly direction along said last mentioned road Three hundred seventy two feet (372) more or less to place of beginning. **CONTAINS:** Approximately for (4) acres.

BEING the same premises as vested in Gregory Scott Kyler and Debra L. Kyler, his wife by deed of Gregory Scott Kyler, et al, dated the 15th day of October, 2002, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200216778.

NOW, this 10th day of March, 2004, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said GREGORY S. KYLER and DEBRA L. KYLER, his wife, to the said DAN CARTWRIGHT of CARTWRIGHT CONTRACTING, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with GREGORY S. KYLER and DEBRA L. KYLER, his wife, and the further consideration of One Dollar, to DAN CARTWRIGHT of CARTWRIGHT CONTRACTING, paid by GREGORY S. KYLER and DEBRA L. KYLER, 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

David Cartwright
(or to both)

Gregory S. Kyler Homeowner

Debra L. Kyler Homeowner

Dan Cartwright
Dan Cartwright Contractor

FILED

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Prothonotary