

04-655-CD
ADAM L. ENGLISH, et al. vs. JEFFREY F. SHADICK, et al.

Adam English et al vs Jeffrey F. Shadick et al
2004-655-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

ADAM L. ENGLISH AND JOY D. :
ENGLISH, :
 OWNERS :
 : :
 VS. : :
 : :
JEFFREY F. SHADECK, D/B/A :
JEFF SHADECK CONSTRUCTION, :
 CONTRACTOR :
..... : :
JEFFREY F. SHADECK, D/B/A :
JEFF SHADECK CONSTRUCTION, :
 CONTRACTOR :
 : :
 VS. : :
ADAM L. ENGLISH AND JOY D. :
ENGLISH, :
 OWNERS :
 : :

No. 04-655-CO

STIPULATION AGAINST LIENS

WHEREAS, **ADAM L. ENGLISH** and **JOY D. ENGLISH**, of 457 Forest Road, Morrisdale, Clearfield County, Pennsylvania 16858, of the one part, herein called "**Owners**", and **JEFFREY F. SHADECK, D/B/A JEFF SHADECK CONSTRUCTION**, of 4418 Buck Run Road, Frenchville, Clearfield County, Pennsylvania 16836 of the other part, herein called "**Contractor**", did execute a contract for the replacement of the roof on the double-wide home located on Owners' lot situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the Northern right-of-way line of old L.R. 17063 now S.R. 2035 and on line of lands of Leroy A. and Charlotte A. Dixon; thence along line of lands of Leroy A. and Charlotte A. Dixon N 5° 15' E a distance of 115.30 feet to an iron pin corner on line of Lot No. 6; thence along line of Lot No. 6 and a 20 foot right-of-way S 74° 06' E a distance of 153.62 feet to an iron pin corner on line of Lot No. 5 and on line of Walter L. and Barbara F. Sunderlin of which this is a part; thence along line of lands

of Walter L. and Barbara F. Sunderlin S 14° 01' West a distance of 128.20 feet to an iron pin corner on the Northern right-of-way line of old L.R. 17063 now S.R. No. 2035; thence along the Northern right-of-way line of old L.R. 17063 now S.R. No. 2035 N 61° 51' W a distance of 62.48 feet to an iron pin corner; thence still by same N 72° 43' W a distance of 75.41 feet to an iron pin corner the place of beginning. CONTAINING .390 Acres.

NOW, this 7th day of May, 2004, before any authority has been given by the said Owners to Contractor to commence work or furnish materials for the same, and before any work has been done or materials furnished, and in consideration of the making of the contract and the further consideration of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed that no lien shall be filed against the buildings or improvements situate upon the above described premises, nor against the estate or title of the Owners in the property above described by any contractor, including the contractor executing this agreement, nor by any subcontractor, nor by any of the materialmen, or workmen or any other person, firm, or corporation for any labor or materials purchased or furnished or extra labor or materials purchased or furnished for the replacement of the roof; the right to file such lien being hereby expressly waived.

WITNESS the due execution of this agreement the day and year first above written.

OWNERS:

ADAM L. ENGLISH

JOY D. ENGLISH

(SEAL)

(SEAL)

CONTRACTOR:

JEFFREY F. SHADECK, D/B/A
JEFF SHADECK CONSTRUCTION

(SEAL)