

04-747-CD
WELCOME HOME CENTERS
vs. ELI FINNEY, JR.

Welcome Home Cntrs. Et al vs. Eli Finney
2004-747-CD

04-747-C

MAY 25 2004

W. PATRICK A. SAWYER
Prothonotary Clerk of Courts

STIPULATION AGAINST LIENS

THIS AGREEMENT, made the 2 day of May, 2004, by and between WELCOME HOME CENTERS, of R. R. 2, Box 429A, Brockway, Pennsylvania, JJ POWELL, of PO Box 30, Philipsburg, Pennsylvania, and JOE LEGO, of R. D. 1, Box 368A, Osceola Mills, Pennsylvania, hereinafter referred to as "CONTRACTORS"

AND

ELI FINNEY, JR., of 1495 Deer Creek Road, Morrisdale, Pennsylvania, hereinafter referred to as "OWNER",

whereby the former undertook and agreed to make additions and improvements on that certain lot of ground situate in the Township of Morris, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

ALL that certain tract or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

On the North by the road leading from Deer Creek to Morrisdale; on the East by lands now or formerly of Alder Run Coal Company; on the south by the same; and on the West by lands now or formerly of Curtin Rothrock. Containing ten (10) acres, more or less.

EXCEPTING AND RESERVING, HOWEVER, out of the same two (2) acres of cleared land off the Northwest corner. This two (2) acre reservation being the same premises which J.C. Hubler by his deed dated July 20, 1917, and recorded in Clearfield County, Pennsylvania, in Deed Book 218, at page 277, granted and conveyed to Curtin Rothrock.

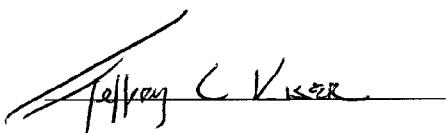
AND EXCEPTING AND RESERVING, HOWEVER, a tract of land containing one (1) acre, more or less, more particularly described in deed from Warren Hoover to the Morris Township School District, dated August 4, 1924 and recorded in Clearfield County, Pennsylvania in Deed Book 271, at page 10.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said **CONTRACTORS**, for and in consideration of the sum **of One (\$1.00) DOLLAR** to Contractors in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said **CONTRACTORS and OWNER**, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS, our hands and seals this 22 day of May, 2004.

Witness:

WELCOME HOME CENTERS


Jeffrey C. Visor

By 
Michael J. Powell

ATTEST:

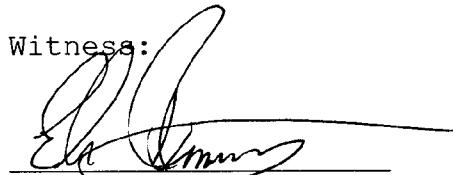

Robert J. Powell

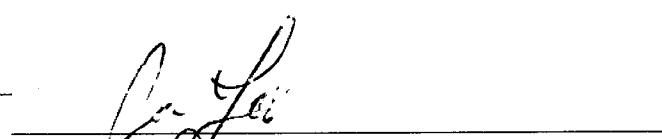
JJ POWELL, INC.

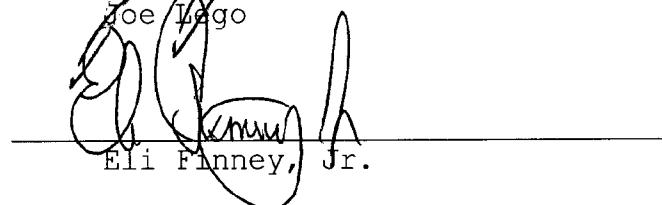
Secretary

By 
Robert J. Powell

Witness:


Eli Finney


Joe Lago


Eli Finney, Jr.

FILED 4th addo
APR 25 2004
JESSAMYN SMITH
UNIVERSITY OF COLORADO
16cc