

**Michael Yankevich vs Haubert Homes
2004-769-CD**



Investors Title Insurance Company

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Commonwealth of Pennsylvania, County of Clearfield

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FILED

04-749-CD MAY 27 2004

Commitment/Policy No. 200400643SP

William A. Shaw
Prothonotary/Clerk of Courts

On this 04 day of April, 20 04, before me personally appeared Michael A. Yankevich, Owner of the property ("Owner"), and Haubert Homes, Inc., General Contractor ("Contractor"),

to me personally known, who, being duly sworn on their oaths, did say as follows:

WHEREAS, the undersigned Contractor entered into a contract with the Owner to provide materials and perform labor necessary for construction of the following improvements:

House Construction

located on the real property described as follows:

See attached description

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said contract and for the consideration therein set forth, that neither the Contractor, any subcontractor or materialman, nor any other person furnishing labor or materials to the Contractor under this contract shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to, or in connection with, the property described above.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania.

Owner	
Owner	Owner
State of <u>PA</u> , County of <u>Clearfield</u>	
<input checked="" type="checkbox"/> INDIVIDUAL: On this, the <u>27</u> day of <u>May</u> , 20 <u>04</u> , the undersigned officer, personally appeared <u>Michael A. Yankevich</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that s/he executed the same for the purposes therein contained.	
<input type="checkbox"/> CORPORATION: On this, the <u>27</u> day of <u>May</u> , 20 <u>04</u> , the undersigned officer, personally appeared <u>Scott A. Bryan</u> , acknowledged himself to be the <u>President</u> of <u>Haubert Homes, Inc.</u> , a corporation, and that he as such <u>Scott A. Bryan</u> , being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as <u>Scott A. Bryan</u> .	
In witness whereof, I hereunto set my hand and official seal.	
Signature	Title
If Notary, my commission expires: _____	

General Contractor		
By: <u>Scott A. Bryan</u>		
State of <u>PA</u> , County of <u>Clearfield</u>		
<input type="checkbox"/> INDIVIDUAL: On this, the <u>27</u> day of <u>May</u> , 20 <u>04</u> , the undersigned officer, personally appeared <u>Scott A. Bryan</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that s/he executed the same for the purposes therein contained.		
<input checked="" type="checkbox"/> CORPORATION: On this, the <u>27</u> day of <u>May</u> , 20 <u>04</u> , the undersigned officer, personally appeared <u>Scott A. Bryan</u> , acknowledged himself to be the <u>President</u> of <u>Haubert Homes, Inc.</u> , a corporation, and that he as such <u>Scott A. Bryan</u> , being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as <u>Scott A. Bryan</u> .		
In witness whereof, I hereunto set my hand and official seal.		
Signature	NOTARY PUBLIC	
COMMONWEALTH OF PENNSYLVANIA		
Notarial Seal		
Melissa Tinker, Notary Public		
Sandy Twp., Clearfield County		
My Commission Expires June 2, 2007		
Member, Pennsylvania Association Of Notaries		

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

BEGINNING at the intersection of the Northeastern Right-of-Way of First Street having a 50 foot wide Roadway and the Southeastern Right-of-Way of Michlin Street having also a 50 foot Right-of-Way ; thence crossing the Roadway of Michlin Street N 44-46 W 50.00' to the Northwestern Right-of-Way of Michlin Street; thence along the same N 45-14 E 175.00' to an Iron Rod at the Eastern Corner of Lot No. A-6 and place of beginning; thence along same N 44-46 W 150.00' to line of Roy McClure, Heirs; thence by same N 45-14 E 150.00' to an Iron Rod at Corner of Lot. No. A-8; thence by same S 44-46 E 150.00' to an Iron Rod in the Northwestern Right-of-Way of Michlin Street; thence by same S 45-14 W 150.00' to the place of beginning. Containing 22,500.0 Square Feet or 0.51653 Acre by calculation.

BEING Lot Nos. A-7 in the Plan or Subdivision known as Jo Lin Acres which Plan appears of record in the Office of the Register and Recorder of Deeds for Clearfield County in Aperture File No. 985 and Amended Plan which appears of record in the Office of the Register and Recorder for Clearfield County in Aperture File No. 1024.

This conveyance is made UNDER and SUBJECT to Declaration of Protective Covenants filed in the Office of the Register and Recorder for Clearfield County in Deed and Record Book 1475, page 362.

ALSO UNDER and SUBJECT to Supplemental Declaration of Protective Covenants dated September 21, 1992 and filed in the Office of the Register and Recorder for Clearfield County in Deed and Record Book 1485, page 473.

ALSO UNDER and SUBJECT to Amended Declaration of Protective Covenants dated July 22, 1993 and filed in the Office of the Register and Recorder for Clearfield County in Deed and Record Book 1553, page 123.

A survey of the premises herein described is attached hereto as Exhibit "A".

EXCEPTING and RESERVING an easement for the construction and maintenance of utility lines including but not limited to water, sewer, telephone, electric, gas, and cable TV which easement shall be five (5) feet in width from the front of the demised premises, five (5) feet in width from each side of the demised premises and twenty (20) feet in width from the rear of the demised premises. Said easement shall run with the land and be binding upon the parties hereto, their heirs, executors, successors and assigns.

BEING the same premises conveyed to the Mortgagor herein by Deed dated the 26 day of May, 2004, not yet but intended to be recorded concurrently herewith.