

2004-1373-CD  
MICHAEL E. POWERS

VS

TERRY F. HORTON AL

04-1373-CD

## *Stipulation Against Liens*

*THIS AGREEMENT made the  
by and between*

*2nd*

*day of September , 2004,*

**MICHAEL E. POWERS**, trading and doing business as **MICHAEL E. POWERS  
CONSTRUCTION**, of DuBois, Pennsylvania

*hereinafter referred to as Contractor,*

*AND*

**TERRY E. HORTON and JILL A. CODER**, single individuals of 77 Treasure Lake,  
DuBois, Pennsylvania 15801

*Owner, whereby the former undertook and agreed to erect and construct a dwelling*

*on that certain lot of ground situate in*

**Sandy Township, Clearfield County, Lot 143, Section 16, Treasure Lake,  
more particularly described on Exhibit "A" attached hereto.**

**FILED** No CC

*9/2/4/04 B&L  
SEP 02 2004 Atty Belinda  
Kubista*

William A. Shaw pd. \$0.00  
Prothonotary/Clerk of Courts

*NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of  
the sum of (\$1.00) Dollar to him in hand paid by Owner, the receipt whereof is hereby  
acknowledged, and the 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 Contractor, 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*

*2nd day of September , 2004*

**Michael E. Powers Construction**

By: *Michael E. Powers*  
**Michael E. Powers**

**SEAL**

**SEAL**

**SEAL**

**SEAL**

**Signed, Sealed and Delivered  
in the Presence of**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

}

**SEAL**

## *Stipulation Against Liens*

*Owner* Terry E. Horton and

Jill A. Coder

*Contractor* Michael E. Powers,

t/d/b/a Michael E. Powers

## Construction

FILED

Date

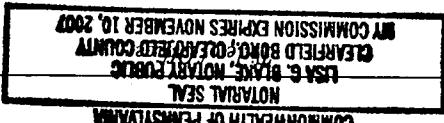
Prothonotary

*Notary Public*

*In witness whereof, I have hereunto set my hand and notarial seal.*

State of  
County of  
ss.

#### ACKNOWLEDGMENT FOR CORPORATION



 *John G. Frizzell*

*In witness whereof, I hereunto set my hand and official seal.*

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

On this, the 21 day of September, 1904, before me the  
undersigned officer, personally appeared Michael E. Powers, trading and doing business as  
Michael E. Powers Construction

State of Pennsylvania      County of Clearfield      ss.

#### ACKNOWLEDGMENT FOR INDIVIDUAL

**EXHIBIT "A"**

ALL that certain tract of land designated as Lot No. 143, Section No. 16 "ARUBA" in the Treasure Lake Subdivision in Sandy Township, Clearfield County Pennsylvania recorded in the Office of the Recorder of Deeds in Misc. Map Docket File No. 25, excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan;
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, Page 476, all of said restrictions being covenants which run with the land;
3. All minerals and mining rights of every kind and nature; and
4. A lien for all unpaid charges or assessments as may be made by owner/operator or Treasure Lake Property Owners Association Inc. which lien shall run with the land and be an encumbrance against it.