

04-1648-CD

ASHLAND HOMES vs. KENNETH W. SHOPE, et al.

Ashland Homes vs Kenneth Shope et al  
2004-1648-CD

To the Prothonotary: Index names  
both as Plaintiffs and Defendants:

04-1648-4

Contractor: Ashland Homes  
Owner: Kenneth W. Shope  
Owner: Carol A. Shope

STIPULATION AGAINST LIENS

The instrument (sometimes called "Waiver of Liens" or "Agreement") executed this 15<sup>th</sup> day of October, 2004 by Ashland Homes ("Contractor") a (sole proprietorship, partnership, corporation), in favor of Kenneth W. Shope and Carol A. Shope ("Owner")

WITNESSETH:

A. Contractor is a contractor within the meaning of the Mechanics' Lien Law of 1963.

B. Owner is the fee owner of that certain premises located at R.D. # 1 Box 1080 Ridge Road, West Over, PA 16051 (address) together with all improvements thereon (the "Property"), and has entered into a certain construction contract dated October 15, 2004, between Contractor and Owner (the "Contract") for certain improvements in and about the Property (collectively herein the "Improvements"). The Property is more particularly described in Exhibit A annexed hereto and by this reference incorporated herein. The Improvements are part of the Property.)

C. Contractor has, by this instrument and the premises contained herein, covenanted, promised and agreed that no mechanics' or materialmen's liens shall be filed or maintained against the Improvements, the Property or the estates, rights, titles or interests of Owner in the Property or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it for or on account of any work, labor or materials supplied in the performance of the work constituting the Improvements, or under any supplemental contract or for extra work, or in the erection, construction or completion of the Improvements on the Property or any appurtenance thereto.

NOW, THEREFORE, in consideration of the Contract and the covenants of Owner therein contained, and the sum of One and 00/100 Dollar (\$1.00) paid in hand to , the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby:

FILED  
OCT 21 2004  
12:08 PM 2004  
cc  
OCT 21 2004

William A. Shaw  
Prothonotary

1. Contractor, for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanics' or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the Improvements, the Property or the estates, rights, titles or interests of Owner in the Property, or any part thereof, or the appurtenances thereto, by or in the name of contractor, or any subcontractor, materialman or laborer acting or claiming through or under Contractor for work done or materials furnished in connection with the Improvements or under the Contract or by any other party acting through or under them or any of them for and about the Improvements or the Property or any part thereof.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the Improvements to the same extent as any work and labor done and materials furnished in connection with the Improvements or under the contract.

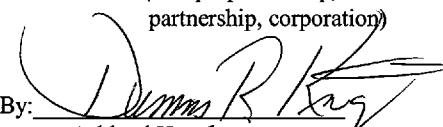
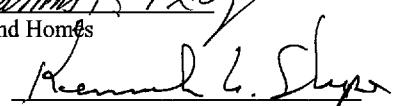
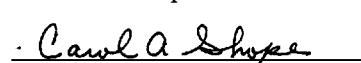
3. In order to give Owner full power and authority to protect itself (themselves), the Improvements, the Property, the estates, rights, titles and interest of Owner therein, and the appurtenances thereto, against any and all liens filed by Contractor or anyone acting under or through it in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of Contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this Agreement shall have been filed shall be conclusive evidence of the authority herein contained to warrant such action, and Contractor, for itself and for its successors and assigns, hereby remises, releases and quit-claims all rights and all manner of errors, defect and imperfections whatsoever in entering such satisfaction or in filing such leading, instrument or amendment, or in any way concerning them.

4. In the event any part of this Waiver of Liens is determined to be illegal or unenforceable, it shall be deemed stricken or reformed and the remainder of this instrument shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, Contractor and owners have executed this instrument as of the day and year first above written.

Name of Contractor:

Attest: Tommy R. King  
Title: President

(sole proprietorship,  
partnership, corporation)  
By:   
Dennis R. King  
Ashland Homes  
  
Kenneth W. Shope  
  
Carol A. Shope