

04-1730-CD
DEBLAUR ENTERPRISES, INC. vs. JACK FROST CONSTRUCTION, INC.

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

DEBLAUR ENTERPRISES, INC., :
OWNER :

VS. :

JACK FROST CONSTRUCTION, INC., :
CONTRACTOR :

JACK FROST CONSTRUCTION, INC., :
CONTRACTOR :

VS. :

DEBLAUR ENTERPRISES, INC., :
OWNER :

No. 04-1730-CD

FILED
O 10:07 AM pd 20.00
icc to atty Wenger
NOV 02 2004

STIPULATION AGAINST LIENS

William A. Shaw
Prothonotary

WHEREAS, DEBLAUR ENTERPRISES, INC., of 1316 Walton Street (P.O. Box 147), Philipsburg (Chester Hill Borough), Clearfield County, Pennsylvania 16866, of the one part, herein called "Owner", and JACK FROST CONSTRUCTION, INC, a Pennsylvania corporation with its principal place of business located at 2545 N. Atherton Street, Suite 201, State College, Centre County, Pennsylvania 16803, of the other part, herein called "Contractor", did execute a contract for certain improvements to the building located on Owner's lot or to the lot itself, situate in Chester Hill Borough, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the Southerly right of way line of State Route 53 (Walton Street) in the Borough of Chester Hill, Pennsylvania; thence along said right of way North 58° 27' East, a distance of 124.10 feet to an iron pin on line of lands now or formerly of Charles Tool & Supply Company; thence along line of lands of same South 33° 28' East, a distance of 171.62 feet to an iron pin on lands now or formerly of Dennis Wood; thence along line of lands of same, South 58° 27' West, a distance of 61.48 feet to an iron pin on line of lands now or

formerly of the Philipsburg Comet Market; thence along line of lands of same, North 53° 15' West, a distance of 184.61 feet to an iron pin and place of beginning. Containing .366 acres.

BEING FURTHER SURVEYED BY HENRY SURVEYS AND DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin located on the Southerly right of way line of State Route 53 (Walton Street) in the Borough of Chester Hill, Pennsylvania; thence along said right of way North 58° 27' 00" East, a distance of 124.30 feet to an iron pin on line of lands now or formerly of Charles Tool & Supply Company; thence along line of lands of same South 33° 22' 42" East, a distance of 171.73 feet to an iron pin on lands now or formerly of Dennis Wood; thence along line of lands of same, South 58° 27' 00" West, a distance of 61.48 feet to an iron pin on line of lands now or formerly of the Philipsburg Comet Market; thence along line of lands of same, North 53° 15' 00" West, a distance of 184.73 feet to an iron pin and place of beginning. Containing .37 acres.

AND WHEREAS, pursuant to said contract Contractor will or has supplied various materials, supplies and/or labor necessary for the improvements contemplated by said contract; and

WHEREAS, the undersigned has or may acquire the right to file liens against the premises commonly known as mechanics' liens under the Mechanics' Lien Law of the Commonwealth of Pennsylvania.

NOW THEREFORE, in consideration of the price Owner has agreed to pay Contractor for the labor, supplies and materials for the improvements under said contract, it is hereby stipulated and agreed by and between the undersigned and, to the extent permitted by law, their laborers and materialmen, that none of them shall file a lien, commonly known as a mechanics' lien, provided under the Mechanics' Liens Law of the Commonwealth of Pennsylvania for work done or materials

furnished for the improvements, or any part thereof, against Owner or the premises and that further, that to the extent that any labor or materials have been furnished prior to the entry of the Mortgage as security for the loan to finance construction of said improvements, that said Mortgage shall constitute a first and paramount lien against said premises and that all claims or rights of the Contractor are hereby subordinated to the lien of said Mortgage.

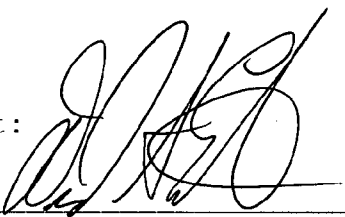
WITNESS the due execution of this agreement, and intending to be legally bound hereby, the day and year first above written.

OWNER:

DEBLAUR ENTERPRISES, INC

By 

Attest:

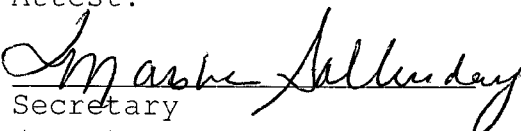

Secretary
(SEAL)

CONTRACTOR:

JACK FROST CONSTRUCTION, INC.

BY: 

Attest:

* 
Secretary
(SEAL)