

04-1732-CD  
DEBLAUR ENTERPRISES, INC. vs. WILLIAMS ASPHALT & SEALING, INC.

Deblaur Enterprises vs Willaims Asphalt  
2004-1732-CD

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

FILED  
O 10/04/2004  
100 Petty Wager  
NOV 02 2004

DEBLAUR ENTERPRISES, INC., :  
OWNER :  
: VS. :  
: WILLIAMS ASPHALT & SEALING :  
INC., : CONTRACTOR :  
: WILLIAMS ASPHALT & SEALING :  
INC., : CONTRACTOR :  
: VS. :  
: DEBLAUR ENTERPRISES, INC., :  
OWNER :  
:

William A. Shaw  
Prothonotary

No. 04-1732-C.D

STIPULATION AGAINST LIENS

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 WILLIAMS ASPHALT & SEALING INC., a Pennsylvania corporation with its principal place of business located at 871 Shimels Road, Morrisdale, Clearfield County, Pennsylvania 16858, 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  $58^{\circ} 27'$  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  $33^{\circ} 28'$  East, a distance of 171.62 feet to an iron pin on lands now or formerly of Dennis Wood; thence along line of

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.

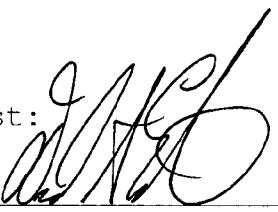
WITNESS the due execution of this agreement, and intending to be legally bound hereby, the day and year first above written.

OWNER:

DEBLAUR ENTERPRISES, INC

By 

Attest:

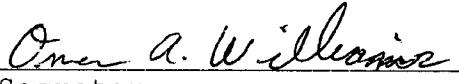
  
Secretary  
(SEAL)

CONTRACTOR:

WILLIAMS ASPHALT & SEALING INC.

BY: 

Attest:

  
Secretary  
(SEAL)