

05-305-CD
Craig Wise et al vs. J. Naddeo t/a

NADDEO T/A

Craig Wise et al v. John Naddeo et al
2005-305-CD

STIPULATION AGAINST LIENS

FILED

CRAIG L. WISE and
SUZETTE M. WISE,

: In the Court of Common Pleas of
Clearfield County, Pennsylvania

MAR 07 2005
of 2248 (was
William A. Shaw
Prothonotary
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2248

Owners :

: NO. 05- 305 - C.D.

vs.
JOHN NADDEO t/a
JOHN NADDEO ENTERPRISES,

Contractor :

WHEREAS, CRAIG L. WISE and SUZETTE M. WISE, his wife, of 207 Charles Road, Lawrence Township, Clearfield County, Pennsylvania, are about to execute contemporaneously herewith a contract with JOHN NADDEO, an individual t/a JOHN NADDEO ENTERPRISES of 706 South Second Street, Clearfield, Pennsylvania for the remodeling of a 2-story building upon a lot of land situate as follows:

ALL that certain lot or piece of land situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on Fourth Street at the northwest corner of lot conveyed to David Young; thence by said street North forty-six (46) feet to an alley; thence by said alley East two hundred (200) feet, more or less, to an alley; thence South forty-six (46) feet to line of lot conveyed to David Young; thence by said lot West two hundred (200) feet, more or less, to Fourth Street and place of beginning.

BEING the same premises which DONALD L. FONTENOY AND DOROTHY J. FONTENOY, his wife, by their Deed dated August 12, 1992 and recorded in the Recorder of Deeds Office of Clearfield County, Pennsylvania, in Deed Book Volume 1478, page 072, granted and conveyed unto CRAIG L. WISE and SUZETTE M. WISE, his wife, Owners herein.

NOW, this 7th day of March, 2005, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owners to the said Contractor to commence work on the said building, or purchase materials for the same and in consideration of the making of the said contract between Owners and Contractor and the further consideration of One (\$1.00) Dollar to the Contractor paid by Owners, receipt of which is acknowledged, it is agreed that no lien shall be filed against the building or the above described lot by the Contractor, or any subcontractor, nor by any of the material men, workmen, suppliers, or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said building and structure, the right to file such liens being expressly waived.

This agreement is further made for the purpose of inducing Clearfield Bank & Trust Company, Clearfield, PA to make a loan on said property and to assure that said bank's loan shall constitute a first lien on the above described property, without exception to the claims of mechanics, materialmen, and laborers providing merchandise or services for improvement of the above described property.

WITNESS my hand and seal the day and year aforesaid.

Witness:



John Naddeo (SEAL)
John Naddeo, an individual t/a
John Naddeo Enterprises

COMMONWEALTH OF PENNSYLVANIA

:

: SS.

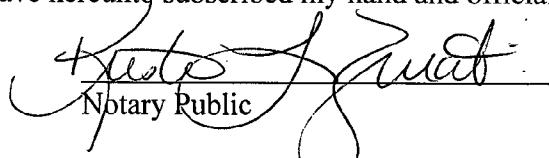
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COUNTY OF CLEARFIELD

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On this, the 7th day of March, 2005, before me, the undersigned authority, personally appeared John Naddeo t/a John Naddeo Enterprises, 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 therein contained.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and official seal.


Kristen L. Zurat
Notary Public

My Commission Expires:

