

05-1202-CD
Robert A. & Lisa J. Smith vs. Valley Homes

Robert A. Smith et al vs. Valley Homes
2005-1202-CD

Stipulation Against Liens

2005-1202-CD

Owners

Robert A. Smith and Lisa T. Smith

versus

Contractor

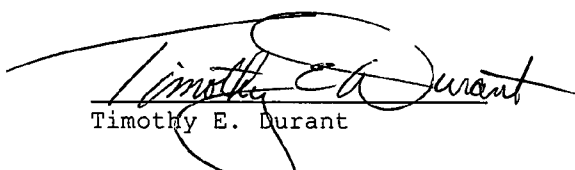
Valley Homes

No. _____ Term, 200__

Filed _____ 200__

Filed on Behalf of:
Robert A. Smith and Lisa T.
Smith

Filed by: Timothy E. Durant, Esquire
201 N. 2nd Street
Clearfield, PA 16830
(814) 765-1711


Timothy E. Durant

FILED

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William A. Shaw
Prothonotary/Clerk of Courts
W0 4/6

Stipulations Against Liens

Robert A Smith and Lisa T. Smith

Owners

vs.

Valley Homes

Contractor

In the Court of Clearfield County, PA

Number _____ Term, 200__

Whereas, ROBERT A. SMITH and LISA T. SMITH of 1554 Keewaydin Road, Frenchville, PA 16836 are about to execute contemporaneously herewith, a contract with Valley Homes for the construction of a modular home upon a lot of land described as:

All that certain tract or parcel of land in Covington Township, County of Clearfield, and Commonwealth of Pennsylvania, bounded and describes as follows:

BEGINNING at a stake in the southern line of the public road, known as Route No. 879, leading from Keewaydin to Karthaus, which stake is in the western line of a forty (40) foot right-of-way and is situate forty (40) feet West of the line of land now or formerly of J. Reiter; thence by said (40) foot right-of-way South seven (7) degrees eleven (11) minutes West four hundred eighty-six and one tenths (486.1) feet to a post; thence by other lands now or formerly of Harold J. Boulton North eighty-three (83) degrees thirty (30) minutes West four hundred forty-eight (448) feet to a post; thence still by lands now or formerly of Harold J. Boulton and lands now or formerly of Walter Michaels North seven (7) degrees eleven (11) minutes East [erroneously stated in prior deeds as West] four hundred eighty-six and one-tenth (486.1) feet to a post in the South line of the public road known as No. 879; thence by the line of said public road South eighty-three (83) degrees thirty (30) minutes East four hundred forty-eight (448) feet, more or less, to a stake and the place of beginning. Tax Parcel ID No. 111-S5-24.

CONTAINING five (5) acres, more or less, and being a part of Warrant No. 1902.

Having thereon erected a single family dwelling.

EXCEPTING and RESERVING, nevertheless, all the coal, stone, fire clay, oil, and gas or other minerals of whatever kind or character lying or being in or upon the above described land, together with the right of ingress, egress, and regress into, upon and from said land for the purpose of examining and searching for and of mining manufacturing and preparing said coal, stone, fire clay, oil, and gas and other minerals for market and taking, storing, removing, and transporting the same from the said lands or other lands and for the purposes to open drifts, shafts, air-ways, or haulage ways and to build and maintain roads and drains upon or under the surface of said land and to locate and maintain such structures with the necessary cutilages as may be necessary and proper for the convenient use and operation of said mines or works with a right to deposit dirt, wash, or drainage from said mines or works on the surface, ALL WITHOUT LIABILITY FOR DAMAGE TO THE SURFACE WHICH MAY BE CAUSED IN ANY WAY BY THE EXERCISING OF THE RIGHTS ABOVE MENTIONED AND RESERVED.

UNDER and SUBJECT to all restrictions, easements, rights-of-way, covenants, exceptions, and reservations,

granted or conveyed by predecessors in title as set forth above and in prior instruments of record.

BEING the same premises which vested in Robert A. Smith by deed dated November 14, 1996 from John F. Sehring, Jr. and Susan Sehring, husband and wife, and recorded in the Clearfield County Recorder's Office in Deeds and Records as Deed Book Volume 1804 at Page 217 on November 21, 1996. By deed dated August 11, 2005 and intended to be recorded, Robert A. Smith conveyed this parcel to himself and his wife Lisa T. Smith as tenants by the entireties.

Now, August 11, 2005, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said ROBERT A. SMITH and LISA T. SMITH to the said VALLEY HOMES to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with ROBERT A. SMITH and LISA T. SMITH and the further consideration of One Dollar, to ROBERT A. SMITH and LISA T. SMITH paid by VALLEY HOMES, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

expressly waived.

Witness, our hands and seals the day and year aforesaid.

Signed and Sealed in
the presence of

Virginia Johnson

Virginia Johnson

Lauren Johnson

Robert A. Smith (SEAL)
ROBERT A. SMITH

Lisa T. Smith (SEAL)
LISA T. SMITH

Julie Manley (SEAL)
VALLEY HOMES