

05-1306-CD
W. Elensky vs Showcase Homes

Wendy Elensky vs. Showcase Mobile Homes
2005-1306-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

WENDY S. ELENSKY

AND

SHOWCASE MOBILE HOMES, INC.

No. 2005-1306-CD

Type of Pleading:

Stipulation Against Liens

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830


(814) 765-6791

FILED

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AUG 26 2005

NO CC

William A. Shaw
Prothonotary 

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 05- 1306 -CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 25th day of August, 2005, BETWEEN
WENDY S. ELENSKY, an adult individual, of 18 Patty Lane, Curwensville, Pennsylvania
16833, herein referred to as Owner,

- A N D -

SHOWCASE MOBILE HOMES, INC. of 10189 Route 322, Suite 2, Shippenville,
Pennsylvania 16254, herein referred to as Contractor,

WHEREAS, WENDY S. ELENSKY, an adult individual, Owner herein, is
about to execute contemporaneously herewith, a contract, with SHOWCASE MOBILE
HOMES, INC., Contractor herein to provide materials and/or to perform labor necessary
for the construction and erection or the alteration and repair of (a) building(s) upon that
certain piece or parcel of land situated in Pike Township, County of Clearfield and
Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield and
State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of a fifty foot (50.0) access easement. Said point is also the
corner of Lot No. 2; thence along Lot No. 1, North forty-five degrees, thirty-four minutes, twenty-
five seconds East (N 45° 34' 25" E), twenty-five feet (25.0) to an iron pin and also the corner of Lot
No. 1; thence along lands of, now or formerly, Bradley L. And Wendy S. Elensky and lands of, now
or formerly, Daniel J. And Penny McDonald, North forty-four degrees, fifty minutes, fifty-five
seconds East (N 44° 50' 55" E), three hundred seventy-four and five tenths feet (374.5) to an iron
pin; thence South forty-three degrees, fifty-four minutes, fifty seconds East (S 43° 54' 50" E) one
hundred seventy-five and nine hundredths feet (175.09) to an iron pin and also the corner of Lot
No. 4; thence along Lot No. 4, South forty-two degrees, thirty-four minutes, fifty seconds West (S
42° 34' 50" W) three hundred seventy-five and forty-one hundredths feet (375.41) to an iron pin
in the center of a cul-de-sac with a forty foot (40.0) radius for a turn around at the end of a fifty foot
(50.0) access easement. Said point is also the corner of Lot No. 2; thence along Lot No. 2 and the
centerline of the fifty foot (50.0) access easement, North fifty-one degrees, nineteen minutes, fifty-
five seconds West (N 51° 19' 55" W), one hundred ninety-one and thirty-four hundredths feet
(191.34) to a point and place of beginning.

CONTAINING 1.6239 acre.

Said property being identified as Lot No. 5 having been approved as part of a subdivision in Pike Township, Clearfield County, Pennsylvania, as shown on map prepared by P. R. Mondock for Shirokey Surveys and dated May 26, 2000, and recorded in the Recorder's Office of Clearfield County to Map File No. 2132 and Instrument Number 200013538.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle 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 in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

SHOWCASE MOBILE HOMES, INC.

Lebrahn K. Myers

By Susan Mike, sec.
Contractor

WENDY S. ELENSKY

Owner

Said property being identified as Lot No. 5 having been approved as part of a subdivision in Pike Township, Clearfield County, Pennsylvania, as shown on map prepared by P. R. Mondock for Shirokey Surveys and dated May 26, 2000, and recorded in the Recorder's Office of Clearfield County to Map File No. 2132 and Instrument Number 200013538.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle 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 in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

SHOWCASE MOBILE HOMES, INC.

Leoboard H. Myers

By Susan S. Myers Contractor

Wendy S. Elensky
WENDY S. ELENSKY Owner