

05-1367-CD

Danny E. Seaburn vs T. Carfley

Danny R. Seaburn vs. Thomas Carfley
2005-1367-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

DANNY R. SEABURN

Owner : No. 05-1367-CD

AND

THOMAS CARFLEY,

Contractor : Type of Pleading:

STIPULATION AGAINST LIENS

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830

(814) 765-6791

FILED *Unlimited*
02-2005 *ed. 20.00*
SEP 02 2005 *cm*

William A. Shaw, *No CC*
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 05- _____ -CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 29th day of August, 2005, BETWEEN
DANNY R. SEABURN, an adult individual, of 37 O'Dell Lane, Curwensville, Pennsylvania
16833, herein referred to as Owner,

- A N D -

THOMAS CARFLEY, of 601 Anderson Street, Curwensville, Pennsylvania 16833, herein
referred to as Contractor,

WHEREAS, DANNY R. SEABURN, an adult individual, Owner herein, is
about to execute contemporaneously herewith, a contract, with THOMAS CARFLEY,
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 situate in the Township of Pike, Clearfield
County, Pennsylvania, bounded and described as follows:**

**BEGINNING at an iron pipe corner of Charles and Sue M. Irwin; thence by the same
South seventy (70) degrees West two hundred seventy-five (275) feet to an iron pipe;
thence by lands now or formerly of Carole D. Seaburn, for a new line North twenty
(20) degrees West one hundred fifty-eight and four-tenths (158.4) feet to an iron
pipe; thence by lands now or formerly of Gertrude E. O'Dell and land now or formerly
of Denise B. Lezzer North seventy (70) degrees East two hundred seventy-five (275)
feet to an iron pin; thence by lands now or formerly of George J. Hoover and Dorothy
Hoover South twenty (20) degrees East one hundred fifty-eight and four tenths
(158.4) feet to an iron pipe and place of beginning. Containing one (1.0) acre.**

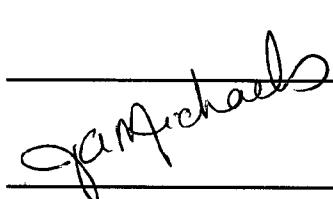
**Being identified in the Clearfield County Mapping and Assessment Office as Map No.
126-G10-000-00070.**

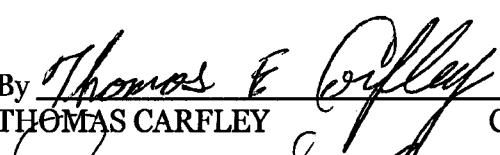
NOW, the day and date first above written, and at the time of and immediately
before the execution of the principle contract, and before any authority has been given by

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:


John Michaels

By 
THOMAS CARFLEY Contractor

DANNY R. SEABURN Owner

FILED

SEP 02 2005

William A. Shaw
Prothonotary/Clerk of Courts