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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

**DANNY R. SEABURN**

Owner

AND

**THOMAS CARFLEY,**

Contractor

No. 05-1367-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** Unlimited  
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SEP 02 2005 LM

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 29<sup>th</sup> 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:

*Jan Michael*

By *Thomas E. Carfley*  
THOMAS CARFLEY Contractor  
*Danny R. Seaburn*  
DANNY R. SEABURN Owner

**FILED**

**SEP 02 2005**

William A. Shaw  
Prothonotary/Clerk of Courts