

05-1966-CD
Robert Lawhead et al vs Grumblatt

Robert Lawhead et al vs Grumblatt Custom
2005-1966-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

Robert Timothy Lawhead and

Xochilt Enriqueta Lawhead,

Owners

vs.

GRUMBLATT CUSTOM BUILDERS,

A Partnership,

Contractor

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* No. 05- 1966 -CD

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* Type of Case: **Civil Action**

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* Type of Pleading: **Stipulation Against Liens**

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* Filed on Behalf of: **Owners**

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Counsel of Record for this Party:

* John Sughrue, Esq.

* Supreme Court No. 01037

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FILED Atty pd,
12/22/05 20.00
DEC 19 2005
WILLIAM A. SHAW
Prothonotary/Clerk of Courts

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Prothonotary/Clerk of Courts

STIPULATION AGAINST LIENS

Robert Timothy Lawhead and	:	In the Court of Common Pleas of
Xochilt Enriqueta Lawhead,	:	Clearfield County, Pennsylvania
	Owners	:
vs.	:	NO. 05- -CD
	:	
	:	
GRUMBLATT CUSTOM BUILDERS,	:	
A Partnership,	:	
	Contractor	:

WHEREAS, Robert Timothy Lawhead and Xochilt Enriqueta Lawhead, his wife, of 300 West Front Street, Clearfield Borough, Clearfield County, Pennsylvania, are about to execute contemporaneously herewith a contract with Grumblatt Custom Builders, a Partnership, of PO Box 137, Woodland/Bigler Highway, Woodland, Pennsylvania for the erection and/or remodeling of a two-story building upon a lot of land situate as follows:

ALL that certain piece or parcel of land situate in the First Ward (formerly Third Ward) of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on West Front Street; thence West along lot now or formerly of Shearer, One Hundred Forty-Eight (148') feet to a stake; thence North Sixty (60') feet to a stake on line of Lot #10; thence East along the southern line of Lot #10, One Hundred Forty-Eight (148') feet, more or less, to a post on West Front Street; thence in a southerly direction along West Front Street, Sixty (60') feet, more or less, to post and place of beginning. Being the eastern half of Lot #9 of Shaw's Addition to the Borough of Clearfield, which said lot originally extended from West Front Street, now known as Williams Street, on the West to West Front Street along the river on the East. A plot of Shaw's Addition to the Borough of Clearfield is recorded in Deed Book 20, page 222.

Said property having been additionally described by survey of Allan L. Martin, P.E. dated June 9, 1980 as follows:

BEGINNING at an iron pin at the southeast corner of Lot #10 and West Front Street; thence along West Front Street South thirty four degrees and twenty minutes West ($34^{\circ} 20' W$) sixty nine and one tenth ($69.01'$) feet to an iron pin; thence along Lot #5 now or formerly of Robert L. Shearer North eighty-five degrees and fifty-six minutes West ($N 85^{\circ} 56' W$) one hundred forty-four and forty-five hundredths ($144.45'$) feet to an existing iron pin at the corner of lot now or formerly of Donald Cutler; thence along the said lot of Donald Cutler North Four degrees thirty minutes East ($N 4^{\circ} 30' E$) sixty ($60'$) feet to an existing iron pin; thence along the line of lot #10 South eighty-five degrees fifty-six minutes East ($S 85^{\circ} 56' E$) one hundred seventy-eight and forty-five hundredths ($178.45'$) feet to an iron pin at West Front Street and place of beginning.

BEING the same premises which Robert Timothy Lawhead, by his deed dated October 4, 2005 and recorded October 6, 2005 in the Recorder's Office of Clearfield County, Pennsylvania at Instrument No. 200516852 granted and conveyed unto Robert Timothy Lawhead and Xochilt Enriqueta Lawhead, Owners herein.

NOW, this _____ day of December, 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 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 CSB Bank, Curwensville, 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.

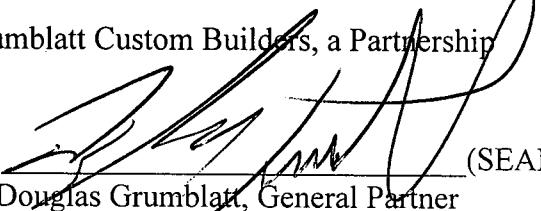
WITNESS my hand and seal the day and year aforesaid.

Witness:



Kim Gold

Grumblatt Custom Builders, a Partnership

By: 
Douglas Grumblatt, General Partner
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

:

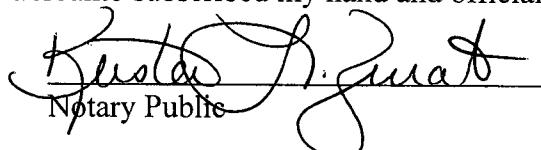
: SS.

COUNTY OF CLEARFIELD

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On this, the 12th day of December, 2005, before me, the undersigned authority, personally appeared Douglas Grumblatt, who acknowledged himself to be a General Partner of Grumblatt Custom Builders, a Partnership, and that he as such Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by himself as such officer and subscribed before me the day and year aforesaid.

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



Kristen L. Zurat
Notary Public

My Commission Expires

