

**Erik Proud vs Wayne Neeper
2006-979-CD**

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

ERIK S. PROUD,
Owner,

v.

WAYNE C. NEEPER,
Contractor.

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* No. 06 - 979 - CD

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* Type of Pleading:

* WAIVER OF MECHANICS LIEN

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* Filed on behalf of:

* Owner

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* Counsel of Record for
* this party:

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* James A. Naddeo, Esq.
* Pa I.D. 06820

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* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED No CC
013138/61 Any pd. 20.00
JUN 20 2006

William A. Shaw
Prothonotary/Clerk of Courts



Investors Title Insurance Company

P.O. Drawer 2687

Chapel Hill, North Carolina 27515-2687
(919) 968-2200 (800) 326-4842 Fax: (919) 968-2235

Commonwealth of Pennsylvania, County of CLEARFIELD

Local Agent:

Bankers Settlement Services
of Southwest Pennsylvania, LLC
PO Box 221
Hollidaysburg, PA 16648
Ph: 888/632-0011 Fax: 877/721-0011

STIPULATION/WAIVER OF MECHANICS' LIENS

Commitment / Policy No. 200600614SP

On this 20th day of June, 2006, before me personally appeared ERIK S. PROUD, Owner of the property ("Owner"), and WAYNE C. NEEPER, General Contractor ("Contractor"), to me personally known, who, being duly sworn on their oaths, did say as follows:

WHEREAS, the undersigned Contractor entered into a contract with the Owner to provide materials and perform labor necessary for construction of the following improvements:

RESIDENCE

located on the real property described as follows:

Bloomington Avenue Extension, Curwensville, Pike Township, Clearfield County, Pennsylvania, 2.08 acres

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said contract and for the consideration therein set forth, that neither the Contractor, any subcontractor or materialman, nor any other person furnishing labor or materials to the Contractor under this contract shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to, or in connection with, the property described above.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania.

Owner

Erik S. Proud Owner
State of Pennsylvania, County of Clearfield

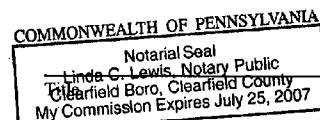
Owner

INDIVIDUAL: On this, the 26th day of June, 2006, the undersigned officer, personally appeared Erik S. Proud, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that s/he executed the same for the purposes therein contained.

CORPORATION: On this, the _____ day of _____, 20_____, the undersigned officer, personally appeared _____, acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In witness whereof, I hereunto set my hand and official seal.

Linda C. Lewis
Signature



If Notary, my commission expires: _____

General Contractor

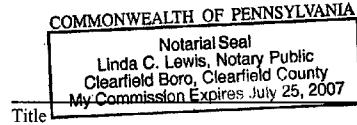
Wayne C. Nepper
Wayne C. Nepper
State of Pennsylvania, County of Clearfield

INDIVIDUAL: On this, the 26th day of June, 2006, the undersigned officer, personally appeared Wayne C. Nepper, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledge that he/she/they executed the same for the purposes therein contained.

CORPORATION: On this, the _____ day of _____, 20_____, the undersigned officer, personally appeared _____, acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In witness whereof, I hereunto set my hand and official seal.

Linda C. Lewis
Signature



If Notary, my commission expires: _____