

06-1445-CD
Franklin L. Green vs Green Contracting

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FILED 3cc Atty
09-44801 B. Hughey-Shape
SEP 07 2006 J.M.
Atty Ad 20.00
William A. Shaw
Prothonotary/Clerk of Courts

STIPULATION AGAINST LIENS

FRANKLIN LOREN GREEN,) In the Court of Common Pleas, County of
Owner)
)
vs.) Clearfield, Pennsylvania
)
GREEN CONTRACTING,) Number 06-1445-CD Term, 2006
Contractor)

WHEREAS, FRANKLIN LOREN GREEN, OWNER, of 489 Cycle Club Lane, West Decatur, PA 16878, are about to execute contemporaneously herewith, a contract with GREEN CONTRACTING, of 483 Cycle Club Lane, West Decatur, Pennsylvania, 16878, for the erection of a 26 x 48 wood-frame ranch style house upon a lot of land situate in Bradford Township, Clearfield County, Pennsylvania, as follows:

ALL that certain piece or parcel of land known as Lot 1 in the Minor Subdivision of land of Wendy K. Green situate in Bradford Township, Clearfield County, Pennsylvania, as recorded in the Clearfield County Recorder's Office on July 6, 2000, on Apperture Card No. 2074, bounded and described as follows:

BEGINNING at a 1" iron pipe found at the northwestern corner of the land herein described; thence by land of Daniel E. Keller and Barbara L. Cronin North 89° 13' 07" East, 646.642 feet to a 5/8" rebar; thence by Lot 2 of the Wendy K. Green Subdivision, land of Wendy K. Green, the Grantor herein, South 01° 04' 47" West, 547.054 feet to a 5/8" rebar; thence still by said Lot 2, South 89° 13' 07" West, 452.034 feet to a 5/8" rebar; thence still by said Lot 2, South 05° 33' 32" West, 452.901 feet to a 5/8" rebar; thence by land of Dale V. Knepp along the division line between Bradford Township and Boggs Township, South 88° 09' 09" West, 166.120 feet to a 3/4" rebar; thence by land of Loren and Ellen Green, North 01° 28' 02" East, 1000.758 feet to a 1" iron pipe and the place of beginning. Containing 10.028 acres.

TOGETHER with the right to use in common with the Grantor herein a 12 foot dirt lane on the southeasterly boundary of the parcel conveyed to Loren Green, et us., by Grantor under deed dated December 30, 1988, and recorded in Volume 1261, page 557 for ingress, egress, and regress to the land of being conveyed to Grantee.

EXCEPTING AND RESERVING unto the Grantor, her heirs, executors and assigns, the right of ingress, egress and regress over a private drive extending from the 12 foot dirt land referred to above at the southern boundary of the lot being conveyed to the Grantee referred to Grantor's lot.

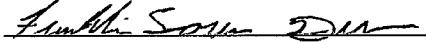
NOW, 9 - 6 -, 2006, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said FRANKLIN LOREN GREEN, to the said GREEN CONTRACTING to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with GREEN CONTRACTING, and the further consideration of ONE (\$1.00) DOLLAR, to GREEN CONTRACTING, paid by FRANKLIN LOREN GREEN it is agreed that no lien shall be filed against the building or the above-described land by the contractor, or any sub-contractor, or by any of the material men or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

WITNESS our hands and seals the day and year aforesaid.

SIGNED AND SEALED IN THE PRESENCE OF

GREEN CONTRACTING

 (SEAL)
By: Loren Green, Authorized Signer

 (SEAL)
Franklin Loren Green, Owner

FILED

SEP 07 2006

William A. Shaw
Prothonotary/Clerk of Courts