

06-1760-CD  
J&R Construction vs Elliot Young et al

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## Stipulation Against Liens

FILED No CC  
OCT 27 2006

THIS AGREEMENT made the 25<sup>th</sup> day of October, 2006,

by and between **J & R CONSTRUCTION**, a Pennsylvania general partnership, with its office and principal place of business at P.O. Box 69, Ramey, Pennsylvania 16671, hereinafter referred to as Contractor,

William A. Shaw  
Prothonotary/Clerk of Courts  
Belin, Kubista &  
Ryan P.C. 2006

AND

**ELLIOTT W. YOUNG**, of 141 Northcamp Road, La Jose, Pennsylvania; and **TERESA M.**

**GMEREK**, of 383 Kirk Street, Houtzdale, Pennsylvania, hereinafter referred to as Owners,

whereby the Contractor undertook and agreed to erect and construct a single-family dwelling on that certain lot of ground situate in Ramey Borough, Ramey, Clearfield County, Pennsylvania, more particularly bounded and described on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of the sum of (\$1.00) Dollar to it in hand paid by Owners, the receipt whereof is hereby acknowledged, and the further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and consideration of the said buildings on the lot above described, and the said Contractor, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS our hands and seals this 25<sup>th</sup> day of October, 2006

Signed, Sealed and Delivered  
In the Presence of

Jason H. Hable

**J & R CONSTRUCTION**

By: Jason Hensal (SEAL)

Jason Hensal, Partner

By: Roy Burton (SEAL)

Roy Burton, Partner

(SEAL)

### ACKNOWLEDGMENT FOR INDIVIDUAL

State of Pennsylvania

ss.

County of Clearfield

On this, the 25<sup>th</sup> day of October, 2006, before me the undersigned officer, personally appeared JASON HENSAL and ROY BURTON, partners of J&R CONSTRUCTION known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Lois H. Lobb (SEAL)  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lois H. Lobb, Notary Public  
Houtzdale Boro, Clearfield County  
My Commission Expires July 14, 2008  
Member, Pennsylvania Association Of Notaries

### ACKNOWLEDGEMENT FOR CORPORATION

State of

ss.

County of

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed as \_\_\_\_\_, and who acknowledges himself to be the \_\_\_\_\_ of \_\_\_\_\_, corporation, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as

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

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

ALL that certain piece or parcel of ground located in Ramey Borough, County of Clearfield, State of Pennsylvania bounded and described as follows:

BEGINNING at an iron pin located on the Southern right of way line of SR453 (Union Street) and being South thirty-five (35°) degrees zero (00') minutes one (01") second East two hundred twenty-four and forty-one hundredths (224.41) feet from the southeast corner of land of Frank Kitko, thence along the southern right of way line of SR453 (Union Street) South thirty-five (35°) degrees zero (00') minutes two (02") seconds East two hundred fifty-two and thirty-one hundredths (252.31) feet to an iron pin located at the northeast corner of Lot "1", thence through land of the Grantor and along Lot "1" South fifty-five (55°) degrees twenty-nine (29') minutes forty-eight (48") seconds West two hundred fifty and zero hundredths (250.00) feet to an iron pin located at the southeast corner of Lot "3", thence along said lot North thirty-four (34°) degrees fifty-nine (59') minutes thirty-eight (38") seconds West two hundred forty-five and seventy-eight hundredths (245.78) feet to an iron pin located at the southeast corner of Lot "5", thence along said lot North fifty-three (53°) degrees fifty-nine (59') minutes fifty-nine (59") seconds East two hundred fifty and zero hundredths (250.00) feet to an iron pin and place of beginning.

CONTAINING 1.429 acres and being better described as Lot "6" on a subdivision plan prepared by Kimberly Surveying dated August 5, 2006, recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 200614632.

EXCEPTING AND RESERVING all of the coal and other minerals together with mining rights as reserved in prior deeds within the chain of title.

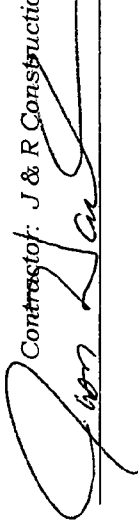
UNDER AND SUBJECT to all legal highways and to prior conveyances of coal and mining rights, oil and gas leases, rights-of-way and easements affecting the herein-described tract of land as set forth in prior instruments of record.

BEING the same premises conveyed to Elliott W. Young and Teresa M. Gmerek by deed dated October 6 , 2006, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 200617569 .

**Stipulation  
Against Liens**

Owner : Elliott W. Young and Teresa M. Gmerek

Contractor: J & R Construction



**FILED**

Date \_\_\_\_\_

Prothonotary