

07-207-CD  
P. McClellan al vs D. McClellan

P. McClellan al vs D. McClellan  
2007-207-CD

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

PAUL M. McCLELLAN and  
SARAH K. McCLELLAN,  
Owners,

v.

DAVID G. McCLELLAN  
REMODELING,  
Contractor.

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\* No. 07 - 207 - CD

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\* Type of Pleading:

\* WAIVER OF MECHANICS LIEN

\* Filed on behalf of:  
\* Owner

\* Counsel of Record for  
\* this party:

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

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED pd \$2000 A/H  
0/2/13 LM Nucc.  
FEB 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**FEB 09 2007**

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

### Local Agent:

Commonwealth of Pennsylvania, County of Clearfield

## **STIPULATION/WAIVER OF MECHANICS' LIENS**

Commitment/Policy No. 200700076SP

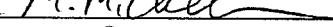
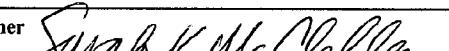
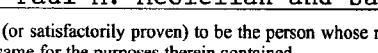
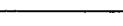
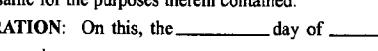
On this February, 2007, before me personally appeared Paul M. McClellan and Sarah K. McClellan, Owner of the property ("Owner"), and David G. McClellan Remodeling, General Contractor ("Contractor"), to me personally known, who, being duly sworn on their oaths, did say as follows:

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

located on the real property described as follows:  
**Beccaria Township, Clearfield County, PA**

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	
<input checked="" type="checkbox"/> <b>INDIVIDUAL:</b> On this, the _____ day of _____, 20_____, the undersigned officer, personally appeared _____		<input checked="" type="checkbox"/> <b>CORPORATION:</b> 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 _____	
State of <u>Pennsylvania</u> , County of <u>Clearfield</u>			
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.			
			
In witness whereof, I hereunto set my hand and official seal.		<div style="border: 1px solid black; padding: 5px; text-align: center;">             Linda C. Lewis, Notary Public            Clearfield, Clearfield County            My Commission Expires July 25, 2007         </div>	
		Signature _____ Title _____	
If Notary, my commission expires: _____			

DAVID G. McCLELLAN REMODELING General Contractor

By: David G. McClellan

State of Pennsylvania, County of Clearfield

INDIVIDUAL: On this, the 3 day of February, 20 07, the undersigned officer, personally appeared David G. McClellan, 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.

David G. McClellan Notary Public  
Signature \_\_\_\_\_ Title \_\_\_\_\_  
COMMONWEALTH OF PENNSYLVANIA  
If Notary, my commission expires: Notary Seal

ALL those certain parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL 1: BEGINNING at an existing iron pipe at a corner of land now or formerly of Jessie P. Stodart, which is located South 86°20'17" East, a distance of 80.92 feet, from an iron pin located on the Easterly right of way line of Township Route T-534 and the Southwesterly corner of Parcel 2; then North 04°08' 04" East along the Easterly line of Parcel No. 2, through an existing iron pin, and along land now or formerly of Carl A. Belin, Jr., Trustee, for a distance of 1,106.80 feet to an iron pin at a corner of land now or formerly of Carl A. Belin, Jr., Trustee; then South 85°30'00" East along the line of land now or formerly of Carl A. Belin, Jr., Trustee for a distance of 1,760.60 feet to an iron pin; then South 04°30'00" West along the line of land now or formerly of E. P. Bender Coal Co., Inc. for a distance of 1,221.00 feet to an iron pin; then North 85°30'00" West along the line of lands now or formerly of Janet M. Westcott and William D. Wescott and Lucy J. Knickerbocker, for a distance of 1,752.80 feet to an existing iron pin; then North 04°08'04" East along the line of lands now or formerly of Jessie P. Stodart for a distance of 114.22 feet to an existing iron pin and the place of beginning.

Being known and numbered as Parcel 1 and containing 49.241 acres on the Survey of Property by Jeffrey R. Holtz, dated 11/22/99, as done by George A. Cree, R.S.

PARCEL 2: BEGINNING at a point on the Easterly line of Township Route T-534 at a corner of property now or formerly of Jessie P. Stodart; then along the Easterly line of Township Route T-534 the six (6) following courses and distances: (1) North 16°28'31" West for a distance of 110.89 feet to a point; (2) North 16°28'18" West for a distance of 106.36 feet to a point; (3) North 22°16'23" West for a distance of 109.12 feet to a point; (4) North 21°10'54" West for a distance of 109.04 feet to a point; (5) North 21°32'14" West for a distance of 111.91 feet to a point; and (6) North 24°47'51" West for a distance of 66.30 feet to an iron pin On the Easterly line of Township Route T-534 at a corner of land now or formerly of Carl A. Belin, Jr., Trustee; then South 86°20'17" East along land

now or formerly of Carl A. Belin, Jr., Trustee, for a distance of 333.10 feet to a point on the Westerly line of the land now or formerly of Jeffrey R. Holtz and Laureen G. Holtz, husband and wife; then South  $04^{\circ}08'04''$  West along the Westerly line of land now or formerly of Jeffrey R. Holtz and Laureen G. Holtz, husband and wife, for a distance of 560.61 feet to a point on the Westerly line of other land now or formerly of Jeffrey R. Holtz and Laureen G. Holtz, husband and wife, at a corner of land now or formerly of Jessie P. Stodart; then North  $86^{\circ} 20'17''$  West along the Northerly line of Jessie P. Stodart for a distance of 80.92 feet to an iron pin and the place of beginning.

This parcel of land is known as Parcel 2 and contains 2.556 acres, as shown on the Survey of Property of Jeffrey R. Holtz, dated 11/22/99, as done by George A. Cree, R.S.

THE THIRD THEREOF: COMMENCING at a point on the line now or formerly of McCoy and Shaw; thence by land now or formerly of Shaw, South  $88^{\circ}$  East  $74\frac{1}{2}$  rods to a point on line formerly of J. C. and William Weld; thence by this line South  $2^{\circ}$  West 22 rods to a corner of land formerly of Flynn; thence by the said Flynn line North  $88^{\circ}$  West  $74\frac{1}{2}$  rods to a point or corner formerly of McCoy; thence by land formerly of McCoy North  $2^{\circ}$  East 22 rods to the point and place of beginning. Containing 10 acres, more or less.

This mortgage will allow for future advances in the form of disbursements for construction progression not to exceed the face amount of the mortgage. For this purpose, this mortgage will be considered "open-ended".

**FILED**

**FEB 09 2007**

William A. Shaw  
Prothonotary/Clerk of Courts