

07-801-CD
Richard Kimmy al vs J. Morocco

Richard Kimmy et al vs Jeffrey Morocco et al
2007-801-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

RICHARD L. KIMMY, JR. and
TERRI L. KIMMY, husband and wife
Plaintiff (s)

vs

JEFFREY M. MOROCO t/d/b/a
MOROCO CONSTRUCTION
Defendant (s)

No. 2007-00801

Filed on behalf of: **Plaintiffs**

Type of Pleading:

Stipulation Against Liens

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830

(814) 765-6791

FILED

0 3:14 p.m. GK
MAY 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

No CC

paid 20.00

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 16th day of May, 2007,

BETWEEN RICHARD L. KIMMY, JR. and **TERRI L. KIMMY**, husband and wife,
of 421 Locust Street, Apartment 103, Curwensville, Pennsylvania, 16833, herein referred to as
Owners,

- A N D -

JEFFREY M. MOROCO t/d/b/a MOROCO CONSTRUCTION, of 458 Colt Road,
Transfer, Pennsylvania, 16154, herein referred to as Contractor,

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do
agree as follows:

1. The Contractor for itself and anyone else acting or claiming through or under it, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owners in the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor, or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owners for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for itself, subcontractor and materialmen the right under the Act of Assembly entitle the Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against that certain piece or parcel of land situated in Pike Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on line of, now or formerly, Stanley Douglas Jr. Said point is also the Northeast corner of Lot No. 5; thence along lands of, now or formerly, Stanley Douglas Jr., North eighty-five degrees, fifty-one minutes, fifty-five seconds East (N 85° 51' 55" E), three hundred five feet (305.0) to an iron pin and also the Northwest corner of Lot No. 10; thence along Lot No. 10, South two degrees, nine minutes, forty seconds East (S 2° 09' 40" E), six hundred sixty-five and one tenth feet (665.1) to a point in the centerline of a fifty foot (50.0) right-of-way and passing through an iron pin located twenty-five feet (25.0) from the said centerline; thence along said centerline of said fifty foot (50.0) right-of-way, which serves the Norman L. and Susan J. Bender Subdivision, which this lot is part of, South seventy-five degrees, fifty minutes, fifty-five seconds West (S 75° 50' 55" W), two hundred twenty-one and seventy-one hundredths feet (221.71) to a point; thence still by same, South eighty degrees, twenty-five minutes, forty seconds West (S 80° 25' 40" W) forty-four and twenty-five hundredths feet (44.25) to a point; thence still by same, South eighty-eight degrees, fifty-four minutes, thirty-five seconds West (S 88° 54' 35" W) forty-four and two tenths feet (44.2) to the Southeast corner of Lot No. 5; thence along Lot No. 5 and passing through an iron pin located twenty-five feet (25.0) from said centerline, North two degrees, nine minutes, forty seconds West (N 2° 09' 40" W), seven hundred five and five tenths feet (705.5) to an iron pin and place of beginning. Known as Lot No. 7 on map prepared by P.R. Mondock for Shirokey Surveys and dated June 30, 2000.

Containing 4.8353 acres.

Excepting that designated portion of the township road, now known as Bender Drive.

Under and Subject to Declaration of Protective Covenants, etc. Affecting Certain lots owned by Norman L. Bender and Susan J. Bender, his wife, located in Pike Township, Clearfield County, Pennsylvania dated May 4, 2001, and recorded May 7, 2001, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, to Instrument Number 200106522, as amended by Declaration dated October 11, 2004, and recorded October 12, 2004, to Instrument Number 200416688.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 126-H12-000-00056.

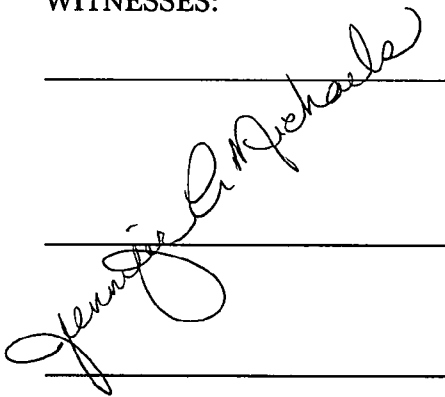
BEING the same premises as were conveyed unto Richard L. Kimmy, Jr. and Terri L. Kimmy, husband and wife, by deed of Norman L. Bender and Susan J. Bender, his wife, dated December 1, 2006, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 200620551.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

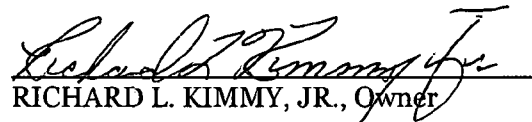
IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

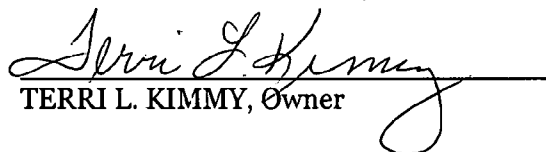




JEFFREY M. MOROCO t/d/b/a
MOROCC CONSTRUCTION, Contractor



RICHARD L. KIMMY, JR., Owner



TERRI L. KIMMY, Owner