

07-1389-CD
Sai Qin Ye al vs Haubert Homes

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

SAI QIN YE and MAI QUN ZHU

And

HAUBERT HOMES, INC.

NO. 07-1389-CDFiled on Behalf of:
Sai Qin Ye & Mai Qun Zhu

Type of Pleading:

STIPULATION AGAINST LIENS

Filed by:

Unlimited Real Estate Services, Inc.
331 E. Market Street
Clearfield, PA 16830
814-765-6791

FILED
01/31/07 Real
Estate
AUG 28 2007
Pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts
No CC

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-

-CD

Stipulation Against Liens

THIS AGREEMENT, made this _____ day of August, 2007, **BETWEEN**
SAI QIN YE and MAI QUN ZHU, husband and wife, of 23 S. Second Street, Clearfield,
Clearfield County, Pennsylvania 16830, herein referred to as Owners,

- A N D -

HAUBERT HOMES, INC., of 73 Beaver Drive, DuBois, Clearfield County, Pennsylvania
15801, herein referred to as Contractor,

WHEREAS, SAI QIN YE and MAI QUN ZHU, Owners herein, are about to
execute contemporaneously herewith, a contract, with HAUBERT HOMES, INC.,
Contractor herein to provide materials and/or to perform labor necessary for the
construction and erection or the alteration and repair of (a) building(s) upon those certain
pieces or parcels of land situated in Lawrence Township, County of Clearfield and
Commonwealth of Pennsylvania, bounded and described as follows:

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

THE FIRST THEREOF:

BEGINNING at the southwest corner of lot No. 35 on the northern line of Pauline Drive West; thence
north 32 degrees 17 minutes east, 154.98 feet to rear line of lot No. 41; thence along rear line of lot No. 41,
north 52 degrees 25 minutes west, 28 feet to a pin; thence along rear line of lot No. 42, north 14 degrees
48 minutes east, 22.07 feet to a pin at the corner of lot No. 33; thence along line of lot No. 33, south 73
degrees 30 minutes west, 162.67 feet to the line of Pauline Drive West; thence along line of Pauline Drive
West by an arc curving to the southeast by a radius of 215 feet, having a first chord South 25 degrees 58
minutes east, 80 feet to a pin on line of Pauline Drive West and continuing by a second chord south 46
degrees 48 minutes east, 75 feet to a pin at the southwest corner of lot no. 35 and place of beginning.
Being lot No. 34 in Section 1 of Kurbro Enterprises, Inc., revised Plan of lots, recorded in Miscellaneous Book
73, page 391, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania.

THE SECOND THEREOF:

BEGINNING at a point on the line of Lot 41, at which point is the northwest corner of Lot 35 and the northeast corner of Lot 34; thence along the line of Lot 34 North 52 degrees 25 minutes West 28 feet to a point, said point being the southwest corner of Lot 41; thence along the line of Lot 41 North 70 degrees 19 minutes East a distance of approximately 15 feet 3 inches to a point, which point is ascertainable by drawing a straight line between the northeast and northwest corners of Lot 34; thence along said line approximately South 64 degrees East a distance of approximately 21 feet to a point, the place of beginning, being a triangular piece of Lot 41, which adjoins Lot 34.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 123-L08-684-00034.

BEING the same premises as were conveyed unto Sai Qin Ye and Mai Qun Zhu, husband and wife, by deed of Glad Tidings Assembly of God, a non-profit corporation, dated 04/24/2007 and entered for record in the Office of the Register and Recorder of Clearfield County at Instrument Number 200706861.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle contract, and before any authority has been given by the said owners to the said contractor to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owners, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

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

WITNESSES:

HAUBERT HOMES, INC.

By Amey Coons, Contractor

SAI QIN YE, Owner

MAI QUN ZHU, Owner

MAI QUN ZHU

FILED

AUG 28 2007

William A. Shaw
Prothonotary/Clerk of Courts