



2007-1574-CD

## Stipulation Against Liens

THIS AGREEMENT made the 24th day of September, 2007,  
by and between **WELCOME HOME CENTERS, INC.**, a Pennsylvania corporation, with its  
office and principal place of business at 6083 Rt. 219, Brockway, Pennsylvania, hereinafter  
referred to as Contractor,

**FILED**  
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SEP 26 2007

AND

**RICHARD WHARTON and SHARON K. WHARTON**, husband and wife, of 180 Strongs  
Road, Irvona, Pennsylvania, hereinafter referred to as Owners, whereby the Contractor  
undertook and agreed to erect and construct a modular home on:

William A. Shaw  
Notary/Clerk of Courts

ALL that certain lot of ground situate in the Township of Jordan, County of Clearfield, more  
particularly bounded and described as follows:

BOUNDED on the West by Township Road 424; bounded on the North by lands  
now or formerly of H. Strong Heirs; bounded on the East by lands now or  
formerly of H. Strong Heirs, et al.; bounded on the South by various small  
parcels.

EXCEPTING and RESERVING all oil, gas, gaseous matter, hydrocarbon matter,  
and related products, coal, clay and other valuable minerals located in, under,  
and upon the above-described property.

BEING the same premises conveyed to the Owners by deed dated November 14, 2005,  
which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to  
Instrument No. 200521384.

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 24th day of September, 2007,

ATTEST:

Michelle Weaver

WELCOME HOME CENTERS, INC

By:

Patricia A. Joyda

**ACKNOWLEDGEMENT FOR CORPORATION**

State of Pennsylvania

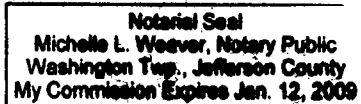
ss.

County of Jefferson

On this, the 24<sup>th</sup> day of September, 2007, before me, a Notary Public, personally appeared Patricia A. Tortida, known to me to be the person whose name is subscribed as Patricia A. Tortida, and who acknowledges ~~himself~~ <sup>she</sup> to be the Manager of WELCOME HOME CENTERS, INC., a corporation, and that ~~he~~ <sup>she</sup> as such officer, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by ~~himself~~ <sup>he</sup> as Manager.

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

Michelle L. Weaver  
Notary Public



*Stipulation  
Against Liens*

*Owner*

*RICHARD WHARTON AND SHARON WHARTON*

*Contractor*

*WELCOME HOME CENTERS, INC.*

***FILED***

*Date*

*Prothonotary*