

07-1628-CD  
Joseph Leyo vs Wayne Neper

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

JOSEPH LEYO, III,  
Owner  
vs.  
WAYNE C. NEEPER  
BUILDING & REMODELING,  
Contractor

\*  
\* No.: 07-11028-CD  
\*  
\*  
\*  
\*

STIPULATIONS AGAINST LIENS

**Filed on behalf of Owner:**

Joseph Leyo, III

By:

George S. Test, Esquire  
P. O. Box 706  
Philipsburg, PA 16866  
(814) 342-4640  
PA. I.D. #15915

FILED No CC  
OCT 05 2007 Atty Test  
William A. Shaw  
Prothonotary/Clerk of Courts  
pd. 20.00

**STIPULATIONS AGAINST LIENS**

# *Stipulations Against Liens*

Joseph Leyo, III  
vs.  
Wayne C. Neeper Building & Remodeling  
Contractor

Owner  
Clearfield, Pennsylvania  
Number..... Term, 20

Whereas, Joseph Leyo, III  
of 1337 Brink Road, Irvona,  
is about to execute contemporaneously herewith, a contract, with WAYNE C. NEEPER BUILDING &  
REMODELING of 344 Ridge Avenue Extension, Curwensville, Pennsylvania, 16833  
for the erection of a two (2) story residential building upon a lot of land situate

SEE ATTACHED LEGAL DESCRIPTION...

Now, 20, at the time of and immediately before the ex-  
ecution of the principal contract, and before any authority has been given by the said

OWNER 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 Contractor and the further  
consideration of One Dollar, to Contractor paid  
by Owner

it is agreed that no lien shall be filed against the  
building by the contractor, or any sub-contractor, nor by any of the material men or workmen  
or any other person for any labor, or materials purchased, or extra labor or materials pur-

chased for the erection of said building, the right to file such liens being expressly waived.  
Witness, our hands and seals the day and year aforesaid.

WAYNE C. NEEPER BUILDING & REMODELING,

By:

Wayne C. Neper

Seal

Wayne C. Neper

Seal

Joseph Leyo, A.I.I.

Seal

Seal

Signed and Sealed in the presence of:

W E Rogers

ALL those certain three (3) parcels or tracts of land situated in Chest Township, Clearfield County, Pennsylvania, more fully described as follows:

THE FIRST THEREOF:

On the East by lands of Harry Straw. On the North by lands of W. F. Sherwood & Earl McCord. On the West by lands of Clyde McGarvey and W. F. Sherwood. On the South by lands of Blanche Clutter.

THE SECOND THEREOF:

All that certain piece, parcel or tract of land situate at R. D.. Berwindale, Chest Township, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a point on land formerly of E. A. Irwin and being the starting point as the deed from D. D. Miller, et al. to Walter F. Sherwood and Nellie Sherwood, his wife, and J. Earl McCord and Lean McCord, his wife, dated the first day of December, 1937, and recorded in Deed Book 337, Page 464: thence along the same, North thirty-eight (38) degrees West, eighty-four (84) rods, more or less, to lands of J. N. McCord; thence North fifty-two (52) degrees East, eight hundred, seventy-eight (878) feet to center of Township Road: thence along said road approximately twenty-one hundred (2100) feet to the J. Davidson Line and J. Straw line, South fifty-two (52) degrees West, twenty-two hundred, thirty-eight (2238) feet, to place of beginning, and containing forty-seven (47) acres, more or less.

THE THIRD THEREOF:

BEGINNING at a post on corner of land of Abram Pearce, South 41 degrees East, 62.4 rods to post joining land formerly owned by Alfred Straw; thence along lands of Alfred Straw, South 57 degrees West 56.4 rods to post; thence by lands of John Straw, North 41 degrees West, 62.4 rods to post; thence along lands of E. A. Irvin, North 51 degrees East, 56.4 rods to place of beginning. Containing 22 ACRES.

EXCEPTING AND RESERVING as fully as is excepted and reserved in prior instruments running through the chain of title.

BEING the same pieces or parcels of real property conveyed by Grantors to Grantee by the Deeds set forth below, each of which conveyed an undivided One-Seventh (1/7) interest in said parcels:

1. Deed dated October 16, 2000, recorded as Instrument Number 2000164Q5.
2. Deed dated January 19, 2001, recorded as Instrument Number 200101164.
3. Deed dated April 26, 2002, recorded as Instrument Number 200207024.
4. Deed dated October 1, 2004, recorded as Instrument Number 200416961.
5. Deed dated October 31, 2005, recorded as Instrument Number 200519365.
6. Deed dated December 12, 2006, recorded as Instrument Number 200700049.
7. Deed dated September 26, 2007, recorded as Instrument Number 200716288.

---

Notary Registration

Name (Print) CINDY L CATALONE

Name (Sign) Cindy L Catalone

Address (where using notary) 1891 BLINKER PARKWAY  
DUBOIS PA 15801

Boro/Township SANDY

Date of Registration 10/9/07

Expiration Date 9/30/11

Grantors herein acquired the aforesaid property from Joseph E. and Agnes Leyo by Deed dated December 16, 1978, recorded in Clearfield County Deed Book 774 at Page 322. Said Deed is unclear as to whether it conveyed all of the Grantors' interest in the properties which was intended or only an undivided one-half (1/2) interest. Therefore, the Grantors herein acquired and recorded a Conformity Deed from Cecelia Bandrowsky, sister of Joseph P. Leyo and the only other heir of Joseph E. and Agnes M. Leyo. Said deed is dated January 5, 2007 and recorded at Instrument Number 200702859.

Thereafter, Joseph P. Leyo and Margaret Leyo executed a Confirmatory Deed to Joseph P. Leyo, III transferring whatever interest they may have acquired by virtue of the Deed from Cecelia Bandrowsky. Said Confirmatory Deed was dated March 19, 2007 and recorded May 9, 2007 in Clearfield County, Pennsylvania at Instrument Number 200707688.

Stipulation  
Against Licens

*Owner*

JOSEPH LEYO, III

versus

*Contractor*

WAYNE C. NEEPER

BUILDING & REMODELING

No. .... Term,

Filed ....

Prothonotary/Clerk of Courts  
William A. Shaw

CLINTON S. TIGER  
ATTORNEY AT LAW  
P.O. Box 706  
Philipsburg, PA 16363

**FILED**

OCT 05 2007