

07-1662-CH
George Swisher al vs Jeff Wilson
Contracting

STIPULATION AGAINST LIENS**FILED**

01:50pm

OCT 12 2007

Odt 2000
Atty Thompson
ICC Atty ThompsonGEORGE M. SWISHER, JR. AND
SUSAN P. SWISHER, HIS WIFE
HomeownerIn the Court of Common Pleas William A. Shaw
County of Prothonotary/Clerk of CourtsClearfield, Pennsylvania

vs.

Number 07-1662-CD Term, 2007JEFF WILSON CONTRACTING

Contractor

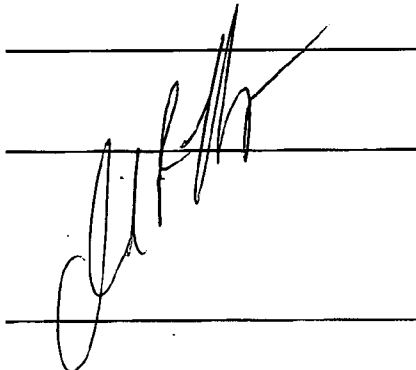
WHEREAS, **GEORGE M. SWISHER, JR., AND SUSAN P. SWISHER**, his wife, currently of 1463 Shimels Road, Morrisdale, PA 16858, has contracted with **JEFF WILSON CONTRACTING**, of 113 W Clinton Avenue, State College, Pennsylvania, 16803, for construction of a home on premises situate in the Township of Graham, Clearfield County, Pennsylvania, bounded and described as follows:

SEE EXHIBIT "A"

NOW, October 11, 2007, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **GEORGE M. SWISHER, JR., AND SUSAN P. SWISHER**, his wife, to the said **JEFF WILSON CONTRACTING**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **GEORGE M. SWISHER, JR., AND SUSAN P. SWISHER**, his wife, and further by, **JEFF WILSON CONTRACTING**, 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, materials purchased 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.

SIGNED AND SEALED IN THE PRESENCE OF:

George M. Swisher, Jr.
Homeowner - George M. Swisher, Jr.Susan P. Swisher
Homeowner - Susan P. Swisher

JEFF WILSON CONTRACTING

Jeff Wilson
Contractor - Jeff Wilson

Exhibit "A"

ALL that certain piece or parcel of land situate, lying and being in the Township of Graham, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the north side of Township Road No. 691, also known as Shimel Road. Said point is also the southwest corner of Lot No. 9; thence along said road South seventy-five degrees, forty-one minutes, five seconds West (S 75° 41' 05" W) twenty-five and fifteen hundredths (25.15') feet to an iron pin and also the southeast corner of Lot No. 6; thence along Lot No. 6 North eight degrees, zero minutes, eighteen seconds West (N 08° 00' 18" W) three hundred thirty-four and eleven hundredths (334.11') feet to an iron pin; thence still along Lot No. 6 South seventy-three degrees, fifty-six minutes, ten seconds West (S 73° 56' 10" W) two hundred ten (210.00') feet to an iron pin and also the southeast corner of Lot No. 11; thence along Lot No. 11 and Lot No. 18 North six degrees, eighteen minutes, twenty-five seconds East (N 06° 18' 25" E) eight hundred seventy six and eighty-eight hundredths (876.88') feet to an iron pin on line of, now or formerly, Gary L. Yingling et al; thence along lands of same south eighty-three degrees, thirty-seven minutes, twenty seconds East (S 83° 37' 20" E) two hundred seventeen and fifty-four hundredths (217.54') feet to an iron pin and also the northwest corner of Lot No. 9; thence along Lot No. 9 south six degrees, eighteen minutes, twenty-five seconds West (S 06° 18' 25" W) seven hundred eighty-seven and eight hundredths (787.08') feet to an iron pin; thence still along Lot No. 9 South eight degrees, zero minutes, eighteen seconds East (S 08° 00' 18" E) three hundred thirty-four and eighty-nine hundredths (334.89) feet to an iron pin and place of beginning. **KNOWN** as Lot No. 10 on the Leonard C. Martin, Jr., Subdivision Plan dated July 10, 2006 and recorded August 21, 2006 to Clearfield County Instrument #200613924. **CONTAINING** 4.3470 acres.

BEING the same premises as vested unto the Borrower herein by deed being recorded contemporaneously herewith.