

08-2084-CD

Michael Vereshack vs Schumacher Home

Stipulations Against Liens

In the Court of Common Pleas County of
CLEARFIELD

MICHAEL A VERESHACK and BRANDYE M VEF
Owner

Pennsylvania

SCHUMACHER HOMES OF GREENSBURG, INC.
Contractor

Pocket Number @

Term 20@

Page Number @

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Whereas Schumacher Homes ("Contractor") of Greensburg, ~~PA~~ ^{Inc.} has entered into a contract with Michael A Vereshack and Brandy M Vereshack ("Owner") of 292 Forest Brook Drive, Flinton, PA 16640, for the erection or construction of a SINGLE FAMILY DWELLING upon the lot of ground known as 5124 Cross Roads Blvd, Smoke Run, PA 16681, Clearfield County, Pennsylvania, described in Exhibit "A" hereof, of which Michael A Vereshack and Brandy M Vereshack are the title holder of record; and

Whereas, it is the intention of Owner and Contractor that neither said lot of ground nor the improvements erected or to be erected thereon shall be subject to a lien for debts due Owner to Contractor or by Contractor to any subcontractor for labor or materials furnished in the said erection or construction, and that the right of anyone to claim any such lien be waived hereby.

Now, This Agreement Witnesseth: That Contractor, for and in consideration of the contract aforesaid and the considerations mentioned thereunder, as well as the further consideration of One Dollar (\$1.00) to it in hand paid by the Owner at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby covenant, promise and agree, for Contractor and any and all subcontractors, materialmen, laborers and parties acting for, through or under Contractor, that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the building, improvements, lot of ground or any part hereof, or the curtilage or curtilages appurtenant thereto by anyone, and that all subcontractors, materialmen and laborers shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done.

And this agreement, waiving the right of lien by anyone, shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the building as well as to any work and labor done and materials furnished under the contract aforesaid.

And, in order to give the Owner full power and authority to protect Owner and the building, improvements and lot of ground, against any and all claims filed by Contractor or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for Contractor in any of the said Courts of Common Pleas as attorney for Contractor and in Contractor's name, mark satisfied of record at the cost and expense of the Contractor, or of any subcontractor or materialman, any and all claims or claim, liens or lien, filed by or for the Contractor, or any subcontractor or materialman, or in the name of any one or more of them against the building, improvements, lot of ground or any part thereof, and, for such act or acts, this shall be good and sufficient warrant and authority, and a reference to the Court, Term and Number in which this instrument shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release, and quit claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction of in anywise touching or concerning the same.

Witness our hands and seals the day and year aforesaid.

Signed and sealed in the presence of:

Schumacher Homes Of Greensburg, Inc. Michael A Vereshack

By Mary Schumacher Becker
Mary Schumacher Becker,
Secretary

Brandy M Vereshack

FILED
OCT 30 2008
William A. Shaw
Prothonotary/Clerk of Courts
2cc Allegheny Real Estate
OCT 30 2008
Allegheny Real Estate pd. 20.00

EXHIBIT "A"

ALL that certain lot and tract of ground situated in Beccaria Township, Clearfield Township, Pennsylvania, bounded and described as follows:

BEGINNING at a set $\frac{3}{4}$ " iron rebar corner on the Southern right-of-way line of S.R. 2002 (Crossroads Boulevard), said corner being the northeastern corner of the property described herein; thence along land of Robert & Kim M. Fyock, South 25 degrees 04 minutes 10 seconds East, a distance of 228.92 feet to a set $\frac{3}{4}$ " iron rebar corner; thence along land of Joseph P. & Amy L. Vereshack, South 63 degrees 20 minutes 11 seconds West, a distance of 326.67 feet to a set $\frac{3}{4}$ " iron rebar corner; thence along land of now or formerly Andrew and Margaret Fundack, North 24 degrees 52 minutes 16 seconds West, a distance of 322.88 feet to a set $\frac{3}{4}$ " iron rebar corner on the Southern right-of-way line of S.R. 2002 (Crossroads Boulevard); thence along the southern right-of-way line of S.R. 2002 (Crossroads Boulevard), North 79 degrees 32 minutes 49 seconds East, a distance of 336.31 feet to a set $\frac{3}{4}$ " iron rebar corner, the place of beginning.

CONTAINING 2.07 acres and illustrated as Lot 1 on a plan titled "Preliminary/Final Subdivision Plan of Michael J. and Darlene E. Vereshack, Beccaria Township, Clearfield County, prepared by Hess & Fisher Engineers, Inc., dated July 12, 2007.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS THEY APPEAR IN THE CHAIN OF TITLE.

BEING the same premises title to which became vested in Michael A. Vereshack and Brandye M. Vereshack, Husband and Wife by deed of Michael J. Vereshack and Darlene E. Vereshack, husband and Wife dated March 29, 2008 and recorded March 31, 2008 in Clearfield County Instrument Number 200804360.