

08-2274-CD

Reuell James al vs Ernest Aughenbaugh

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

REUELL JAMES and  
BETTY GEROCHI JAMES,  
Husband and Wife

Vs.

ERNEST AUGHENBAUGH

No. 08- 2274-CD

CASE NUMBER: No. 2008- 2274 -CD

TYPE OF CASE: Civil

TYPE OF PLEADING: STIPULATION AGAINST LIENS

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I. D. #26540  
207 E. Market Street  
Clearfield, PA 16830  
(814) 765-1581

FILED Pd \$2000 AAA,  
Noce.  
12:06pm  
NOV 24 2008  
LIN

William A. Shaw  
Prothonotary/Clerk of Courts

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

REUELL JAMES and  
BETTY GEROCHI JAMES,  
Husband and Wife

:  
:  
: No. 08-  
:  
:

Vs.

ERNEST AUGHENBAUGH

:  
:  
:  
:  
:

STIPULATION AGAINST LIENS

**THIS AGREEMENT**, made the 24 day of November, 2008, by and between ERNEST AUGHENBAUGH, of 212 Clark Street, Clearfield, Pennsylvania 16830, hereinafter referred to as "CONTRACTOR"

**AND**

REUELL JAMES and BETTY GEROCHI JAMES, Husband and Wife, of 660 Lehigh Avenue, Union, NJ 07083, hereinafter referred to as "OWNER".

WHEREBY the Contractor undertook and agreed to make additions and improvements on that certain lot of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

**ALL** that certain piece or parcel of land situate in the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

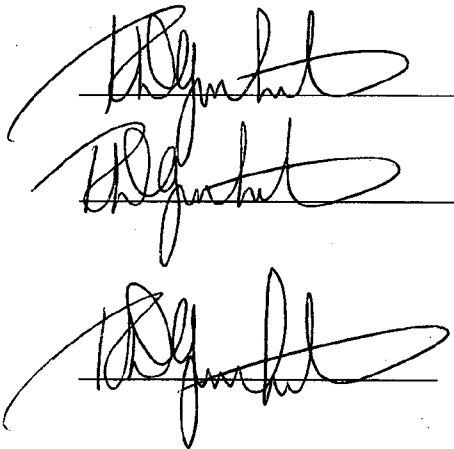
**ON** the North by Lot No. 15, now or formerly of the Richard Mossop Estate; on the South by Lot No. 13, now or formerly of Mrs. Blanche M. Biddle; on the West by Water Street, and on the East by Front Street, and known in the General Plan of the Borough of Clearfield as Lot No. 14 and part of Lot No. 13, said lot being two hundred (200) feet deep to Water Street and seventy-two (72) feet on Front Street.

**BEING** the same premises as were granted and conveyed unto Reuell James and Betty Gerochi James, his wife, by Deed of Marita W. Davis and John L. Davis, her husband, dated April 8, 2005, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200505445.


NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said **CONTRACTOR**, for and in consideration of the sum of **One (\$1.00) DOLLAR** to Contractors in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and 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 construction of the said buildings on the lot above described, and the said **CONTRACTOR and OWNER**, 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 24 day of November, 2008.

Witness:

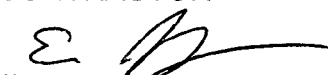
  
Three handwritten signatures, each on a horizontal line, representing witnesses to the agreement.

OWNERS

  
Reuell James

  
Betty Gerochi James

CONTRACTOR

  
Ernest Aughenbaugh