

01-136-CD  
BLACK'S HOME SALES -vs- WILBUR D. WELLAR, II

01-136-C

NON LIEN AGREEMENT

THIS AGREEMENT, made and entered into this day of JANUARY, 2001, by and between Donna M. Gilson, of BLACK'S HOMES SALES, hereinafter designated as Contractor, and WILBUR D WELLAR, II, hereinafter designated as Owner.

WITNESSETH: That by a certain contract, of even date herewith, the Contractor, in consideration of the covenants to be performed and payments to be made by or on account of the Owner, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the Owner,

NOW THEREFORE, the Contractor, in consideration of the sum of One (\$1.00) Dollar and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows:

Contractor shall erect a single family residential dwelling on property situate in the TOWNSHIP OF MORRIS, County of CLEARFIELD, Commonwealth of Pennsylvania, and being known as (LOT 5) RR 1, EMIGH RUN RD., MORRISDALE, PA 16858

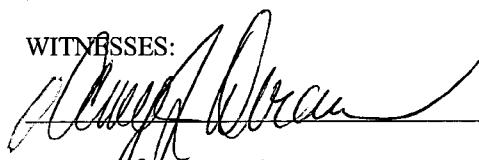
\*LEGAL DESCRIPTION ATTACHED

That there shall be no lien or right to file a lien against the structures or improvements contracted for in the above recited contract, or any part or parts thereof, or the site thereof, for work or labor done or materials furnished in the performance of the work embraced in said recited contract, or any part or parts thereof, or extra work thereunder or changes made therein; and that no such lien or claim shall be filed, or in any way attempted to be enforced by, or on behalf of, the contractor, or by or on behalf of, any sub-contractors, material men or other persons concerned in or about the performance of the work embraced in said contract; nor shall there by any claim for work or materials against the Owner, his heirs, executors, administrators or assigns, other than the legal claim of the Contractor as provided in said contract.

It is the full intent of the Contractor, for himself and for any sub-contractors or material men claiming for themselves, or by, through or under the contract, that the right to file a mechanics' lien, under the provisions of Acts of Assembly in such cases made and provided, for work done or materials furnished in and about the erection, construction or repairs of the building and improvements above described, is hereby waived.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first written.

WITNESSES:

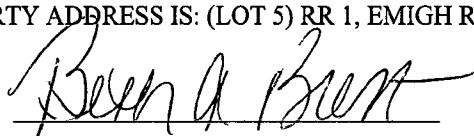
  
(SEAL)  
BLACK'S HOME SALES, Contractor  
(SEAL)  
WILBUR D WELLAR, II, Owner

FILED

JAN 26 2001

William A. Shaw  
Prothonotary

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS: (LOT 5) RR 1, EMIGH RUN RD., MORRISDALE, PA 16858



*Schedule "A"*

*Legal Description*

*All that certain piece or parcel of land situated in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:*

*Beginning at an iron pin located on the East side of Township Road No. 682(T.R. 682). Said point is also the Southwest corner of Emigh Cemetery. Said point is also located on the North side of a 50.0 foot right of way and utility easement; Thence along said Cemetery and the Morrisdale Cemetery Association, South 85° 53' East, 469.18 feet to an iron pin and also the Northwest corner of Lot no. 4; Thence along Lot No. 4, South 4° 07' West, 361.13 feet to an iron pin; Thence along Lot No. 7, North 85° 52' 25" West, 410.68 feet to an iron pin located on the East side of T.R. 682; Thence along said Road, North 3° 00' 40" West, 86.9 feet to an iron pin; Thence still along said Road, North 5° 44' 10" West, 279.02 feet to an iron pin and the place of beginning.*

*Known as Lot No. 5*

*Designated as Parcel I.D. #124-P10-000-00006*