

01-1246-CD
PERRY J. DOYLE et al -vs- JENNIFER E. BRICKLEY et al

01-1246-CD

NON LIEN AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of AUGUST, 2001, by and between Perry J. Doyle, OF COUNTY MOBILE HOMES, hereinafter designated as Contractor, and JENNIFER E & GLENN T BRICKLEY, JR., 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
RR#3 BOX 1126, 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:

Perry J. Doyle (SEAL)
COUNTY MOBILE HOMES, Contractor

FILED

JUL 31 2001

William A. Shaw
Prothonotary

Glenn T. Brickley, Jr. (SEAL)
GLENN T BRICKLEY, JR. Owner

Jennifer E. Brickley (SEAL)
JENNIFER E BRICKLEY, Owner

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS: RR#3 BOX 1126, MORRISDALE, PA
16858

J. A. Shaw

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 West side of T.R. #694, said point is also the corner of, now or formerly, George Arsenich and Evelyn Custaney; thence along said road the following courses and distances: South $40^{\circ} 53' 25''$ West, 127.89 feet to an iron pin; thence South $51^{\circ} 39' 55''$ West, 65.86 feet to an iron pin; thence South $65^{\circ} 28' 55''$ West, 78.22 feet to an iron pin and also the Southeast corner of other lands of Grantees; thence along other lands of Grantees, North $16^{\circ} 53'$ West, 125.0 feet to an iron pin; thence still along same, North $76^{\circ} 16' 25''$ West, 232.25 feet to an iron pin on line of land to be conveyed to Gail Ohl; thence still along lands of Grantees, South $16^{\circ} 53'$ East, 250.0 feet to an iron pin located on the North side of T.R. 694; thence along said Road, South $74^{\circ} 41' 25''$ West, 25.0 feet to an iron pin and the Southeast corner of lands to be conveyed to Gail Ohl; thence along lands of the same, North $19^{\circ} 24' 30''$ West, 193.64 feet to an iron pin; thence along lands of same, North $14^{\circ} 04' 50''$ East, 65.15 feet to an iron pin; thence still along lands of same, North $13^{\circ} 43' 35''$ East, 45.66 feet to an iron pin on line of, now or formerly, George Arsenich and Evelyn Custaney; thence by lands of same, South $83^{\circ} 54' 50''$ East, 460.89 feet to an iron pin and place of beginning

Containing 1.1122 acres, more or less.

Being Parcel I.D. #124-Q10-000-00371.

ALSO

All that certain parcel or tract of land as located and situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a stake corner on the North right-of-way line or T.R. #694 leading from L.R. #17061 to Morrisdale said right-of-way line being 16.5 feet from the centerline thereof, said stake is located approximately 125 feet, Northeast of an iron pin corner of the lot of Boyd Davis; thence by the lands of Raymond J. Hess, the following courses and distances: North $17^{\circ} 30'$ West, 250.0 feet to a stake corner, said stake corner is located North $15^{\circ} 57'$ East, 65 feet from the Northeast corner of said Davis lot, thence South $75^{\circ} 32'$ East, 220.7 feet to a stake corner on the South edge of an old strip mine cut; thence South $17^{\circ} 30'$ East, 125.0 feet to a stake corner on the right-of-way line of the above mentioned township road; thence by said right-of-way, South $72^{\circ} 30'$ West, 200.0 feet to a stake corner and the place of beginning.

Containing 0.86 acres, more or less.

Being Parcel I.D. #124-Q10-000-00273.

FILED Stratford
Settlements, Inc.
M 12:54 PM
JUL 31 2001
P.D. #20.00
SAC
William A. Shaw
Prothonotary
No CC