

01-1904-CD
BLACK'S HOME SALES -vs- TERRANCE L. HUBER etal

2001-1904-CD

NON LIEN AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of NOVEMBER, 2001, by and between Donna M. Gils, OF BLACK'S HOME SALES, hereinafter designated as Contractor, and HERMANO LUCAS JR., hereinafter designated as Owner.

TERRANCE L & DEBORAH A HUBER

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:

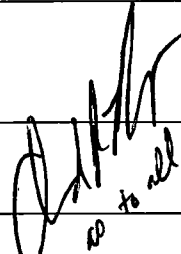
Contractor shall erect a single family residential dwelling on property situate in the TOWNSHIP MORRIS, County of CLEARFIELD, Commonwealth of Pennsylvania, and being known as
TELCOTT ST., HAWK RUN, PA 16840
LEGAL DESCRIPTION ATTACHED

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 be 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:


so to all


Donna M. Gils (SEAL)
BLACK'S HOME SALES, Contractor

Terrance L Huber (SEAL)
TERRANCE L HUBER, Owner

Deborah A. Huber (SEAL)
DEBORAH A HUBER, Owner

FILED
NOV 20 2001
m/3:00/um
William A. Shaw
Prthonotary
20.-

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS: TELCOTT ST., HAWK RUN, PA 16840



All that certain piece or parcel of land situate in the Township of Morris, County of Clearfield, Commonwealth of Pennsylvania, described as follows:

Beginning at a point on the Southern right of way line of Talcott Street, which point is common corner with line of lands now or formerly of Andrew Mandel and which point is the Northwest corner of the Property herein to be conveyed; thence along the line of lands now or formerly of Andrew Mandel, in a Southeasterly direction to a point on line of lands, now or formerly of Stephen R. Rusnak; thence North 67° 00' East, 106.5 feet to a post on line of lands now or formerly of Susan Goda; thence along line of lands of same in a Northeasterly direction to a point on the Southern right of way line of Talcott Street; thence along line of lands of same in a Southwesterly direction to a point and place of beginning.

Containing one (1) acre, more or less.

Being Parcel I.D. #124-Q11-566-00010.