

02-1087-CD

James Mills vs Black's Home Sales

02

02-1087-CD  
JAMES L. MILLS, JR. et al -vs- BLACK'S HOME SALES

NO LIEN AGREEMENT

02-1087-00

THIS AGREEMENT, made and entered into the 3<sup>rd</sup> day of July, 2002, by and between BLACKS'S HOME SALES., Hereinafter designated as contractor, and JAMES L. MILLS, JR. and HEATHER L. MILLS, 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, County of CLEARFIELD, Township of BELL, Commonwealth of Pennsylvania, and being known as 1970 SANDY RIDGE ROAD, MAHAFFEY, PA 15757

- SEE ATTACHED LEGAL DESCRIPTION MADE PART OF HERETOFORE.

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 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 provision 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.

**FILED**

JUL 12 2002

William A. Shaw  
Prothonotary

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

WITNESSES:

Diana Bulotta

Donna M. Hill, Esq.  
BLACK'S HOME SALES

J. L. Mills, Jr.  
JAMES L. MILLS, JR.

Heather L. Mills  
HEATHER L. MILLS

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:  
1970 SANDY RIDGE ROAD, MAHAFFEY, PA 15757

Kelly Martley

All that certain piece, parcel or tract of land situated, lying and being in Bell Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

Beginning at a point on an old railroad grade said point being the Northeast corner of the tract herein conveyed. Said point also being the northeast corner of the tract from which this parcel is taken. Thence around an old railroad grade, along lands now or formerly of James P. Keith in a southerly direction 845 feet to a point. Thence along lands now or formerly of James P. Keith North 83 degrees West approximately 230 feet to a point in the centerline of Township Road # 342. Thence along centerline of Township Road # 342 through lands of Longs in a northerly direction approximately 820 feet to a point in the centerline of Township Road # 342. Thence along lands now or formerly of John C. Kann South 83 degrees East 100 feet to a point, the place of beginning. Containing approximately 3 1/2 acres, more or less.

Excepting and Reserving all of the gas, oil, coal, clay and other mineral as excepted and reserved in Deed dated July 17, 1962 and recorded in Clearfield County Deed Book 422, Page 459.

FILED

JUL 12 2002

 m/2401 Stratford Settlements  
William A. Shaw  
Prothonotary

PD. \$7.00

no cc