

02-1371-CD  
FAMILY HOME INC. vs. EDWARD L. LUPTON et al.

2002-1371-CD

## NON LIEN AGREEMENT

THIS AGREEMENT, made and entered into this 26<sup>TH</sup> day of AUGUST, 2002, by and between David C. Edman, President, OF FAMILY HOME INC., hereinafter designated as Contractor, and EDWARD L & SALLY A LUPTON, H/W, hereinafter designated as Owner.

SR.

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 COVINGTON, County of CLEARFIELD, Commonwealth of Pennsylvania, and being known as

**658 KEEWAYDIN RD., FRENCHVILLE, PA 16836**

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:

Melody J. Endress

David C. Edman (SEAL)  
FAMILY HOME INC., Contractor

Shirley J. Hann

Edward L. Lupton (SEAL)  
EDWARD L. LUPTON, Owner

Shirley J. Hann

Sally A. Lupton (SEAL)  
SALLY A. LUPTON, Owner

**FILED**

SEP 03 2002

11:55 / my  
William A. Shaw  
Prothonotary

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS: **658 KEEWAYDIN RD., FRENCHVILLE, PA 16836**

Melody J. Endress

Notarial Seal  
Melody J. Endress, Notary Public  
Logan Twp., Blair County  
My Commission Expires Apr. 6, 2006  
Member, Pennsylvania Association Of Notaries

All that certain tract of land situate in the Township of Covington, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the south side of State Highway Route No. 879 at the North-west corner of lot now or formerly of Daniel Vallimont Lot; thence South four (4) degrees West along line of the said Daniel Vallimont lot, Three hundred and thirty one (331) feet to an iron pin; thence South seventy (70) degrees West, two hundred and ninety one (291) feet to a stake with witnesses; thence North four (4) degrees East, three hundred and thirty one (331) feet more or less to a stake in the South line of the said highway; thence North, seventy (70) degrees East, with the South line of the said highway, two hundred and ninety one (291) feet more or less to a stake and place of beginning. Containing two (2) acres and being a part of Warrant No. 1898, and all courses are according to the magnetic meridian of 7/23/38.