

02-1768-CD
Bonnie Bowman vs Bernard Jordan

02

02-1768-CD
BONNIE L. BOWMAN vs. BERNARD JORDAN, et al

02-1718-C.D

COVENANT AGAINST LIENS

THIS AGREEMENT made this 14th day of November, 2002, between Bonnie L. Bowman, of RR 1 Box 78, Kerr Avenue, Clearfield, Pennsylvania, herein referred to as "Owner",

- A N D -

Bernard Jordan, trading and doing business as D & A Construction, of Woodland, Pennsylvania, hereinafter referred to as "Contractor".

WHEREAS, Bonnie L. Bowman, owner herein, are about to execute contemporaneously herewith, a contract, with Bernard Jordan, t/d/b/a D & A Construction, Contractor herein, for certain construction work to be performed upon certain lots of land situate and described as follows:

ALL that certain piece of ground situate in the Kerr Addition in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

On the southwest by River Avenue; on the northwest by lot No. three (3); on the North by Kerr Avenue; on the southeast by lot No. six (6); and fronting one hundred (100) feet on River Avenue, and extending in a northeasterly direction from River Avenue along line of lot No. three (3) one hundred sixty-eight and two-tenths (168.2) feet to Kerr Avenue, and thence along Kerr avenue from intersection of lot no. three (3) in an easterly direction one hundred fifteen and one-tenth (115.1) feet to Patton Street, thence south along Patton Street to corner of lot No. six, three and nine-tenths (3.9) feet, thence along line of lot No. six (6) in a southwesterly direction, two hundred twenty-four and eight-tenths (224.8) feet to River Avenue.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owner to the said Contractor to commence work or purchase materials upon the same, in consideration of the making of the said contract and the further consideration of One (\$1.00) Dollar to Contractor paid by Owner, receipt whereof is hereby acknowledged, it is hereby agreed by and between the said

parties hereto that the said Contractor, for themselves, their subcontractors and all other parties acting through or under them, hereby covenants and agrees that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the subject premises for or on account of any work done or materials furnished by them or any of them under the principal contract or otherwise for, toward, in, or about the said construction; and the said contractor, for themselves, their subcontractors and all others under them, hereby expressly waives and relinquishes the right to have or maintain any mechanics lien or claim against the subject premises, and that this agreement waiving the right of lien shall be an independent covenant.

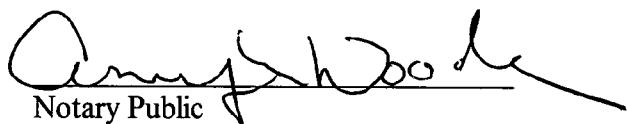
Bonnie Bowman
Bonnie Bowman

Bernard Jordan
D & A Construction
By: Bernard Jordan

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Bernard Jordan, known to me or satisfactorily proven to be the same, who, being duly sworn according to law, acknowledged that he executed the foregoing instrument for the purposes contained therein.

In witness whereof, I have hereunto set my hand and official seal this 14th day of November, 2002.



Notary Public

Notarial Seal
Amy L. Woods, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 18, 2002

Member, Pennsylvania Association of Notaries

BY AND BETWEEN:

BONNIE L. BOWMAN

AND

BERNARD JORDAN, t/d/b/a
D & A Construction

COVENANT AGAINST LIENS

FILED

NOV 14 2002

William A. Shaw
Prothonotary

Sohel, Collins & Knareshorn
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