

03-1055-CD
TRAVIS J. LONG, etal vs. MAPLE MOUNTAIN HOMES

Travis J. Long and Christina A. Long

Owner

**In the Court of Common Pleas County of
Clearfield**

, Pennsylvania

Maple Mountain Homes

Contractor

Docket Number

Term 2003

Page Number

2003-1055-CN

Whereas, Maple Mountain Homes ("Contractor") of P.O. Box 249, Bellwood, PA 16617, has entered into a contract with Travis J. Long and Christina A. Long ("Owner") of 2683 Ridge Road, Westover, PA 16692, for the erection or construction of a SINGLE FAMILY DWELLING upon the lot of ground known as 3818 Ridge Road (22.807 acres), Westover, PA 16692 Burnside Township, Clearfield County, Pennsylvania, described in Exhibit "A" hereof, of which Travis J. Long and Christina A. Long are the title holder of record; and

Whereas, it is the intention of Owner and Contractor that neither said lot of ground nor the improvements erected or to be erected thereon shall be subject to a lien for debts due Owner to Contractor or by Contractor to any subcontractor for labor or materials furnished in the said erection or construction, and that the right of anyone to claim any such lien be waived hereby.

Now, This Agreement Witnesseth: That Contractor, for and in consideration of the contract aforesaid and the considerations mentioned thereunder, as well as the further consideration of One Dollar (\$1.00) to it in hand paid by the Owner at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby covenant, promise and agree, for Contractor and any and all subcontractors, materialmen, laborers and parties acting for, through or under Contractor, that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the building, improvements, lot of ground or any part hereof, or the curtilage or curtilages appurtenant thereto by anyone, and that all subcontractors, materialmen and laborers shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done.

And this agreement, waiving the right of lien by anyone, shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the building as well as to any work and labor done and materials furnished under the contract aforesaid.

And, in order to give the Owner full power and authority to protect Owner and the building, improvements and lot of ground, against any and all claims filed by Contractor or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for Contractor in any of the said Courts of Common Pleas as attorney for Contractor and in Contractor's name, mark satisfied of record at the cost and expense of the Contractor, or of any subcontractor or materialman, any and all claims or claim, liens or lien, filed by or for the Contractor, or any subcontractor or materialman, or in the name of any one or more of them against the building, improvements, lot of ground or any part thereof, and, for such act or acts, this shall be good and sufficient warrant and authority, and a reference to the Court, Term and Number in which this instrument shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release, and quit claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction of in anywise touching or concerning the same.

FILED

Witness our hands and seals the day and year aforesaid.

Signed and sealed in the presence of:

Bruce Boyer

Bruce Boyer

Travis J. Long

Travis J. Long

Christina A. Long

Christina A. Long

JUL 18 2003
m/3:20/ma
William A. Shaw
Prothonotary
no c/4

Maple Mountain Homes

Bryan Rahm

Bryan Rahm

File No. 03-145OR

ALL that certain tract of land as indicated on Map C-15, Parcel No. 4 of the Clearfield County Assessment Map, Subdivision of Jeffrey L. and Wanda W. Wheeler, lying and being in the Township of Burnside, County of Clearfield and State of Pennsylvania bounded and described as follows to wit:

BEGINNING at an iron pipe on the westerly right-of-way line of Legislative Route 17002 North 89 degrees 44 minutes 10 seconds West 1217.53 feet along the line of Lot No. 4A to an iron pipe; thence North 1 degree 17 minutes 56 seconds East 766.35 feet along the line of Lot No. 4A to an iron pipe, thence South 88 degrees 45 minutes 30 seconds East 359.48 feet to an iron pipe along the line of Lot No. 4A; thence South 88 degrees 45 minutes 30 seconds East 1054.26 feet to an iron pipe on the line of Lot No. 3; thence South 16 degrees 03 minutes 12 seconds West 771.20 feet along the westerly right-of-way line of Legislative Route 17002 to the place of the beginning. This aforesaid parcel is Lot No. 4.

CONTAINING 22.807 acres of land.

SUBJECT to the exceptions and reservations as were excepted and reserved from prior conveyances of said land.

FILED

JUL 18 2003

**William A. Shaw
Prothonotary**