

03-1163-CD
MICHAEL E. POWERS vs. MICHAEL L. HYNES, et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DOCKET - LAW

MICHAEL E. POWERS,

GENERAL CONTRACTOR,

No. 03-1163-00

TO

NO-LIEN AGREEMENT

MICHAEL L. HYNES and JANICE M. HYNES, HUSBAND AND WIFE

AND

NATIONAL CITY MORTGAGE CO.

OWNERS/LENDER

FILED ON BEHALF OF:

MICHAEL L. HYNES and JANICE M. HYNES, HUSBAND
AND WIFE,
Owner(s),

and

NATIONAL CITY MORTGAGE CO.

COUNSEL OF RECORD:

GRIMM, FUSKARIC & ASSOCIATES, P.C.
L. F. GRIMM, JR., Esq.
300 WEYMAN ROAD, SUITE 340
Pittsburgh, PA 15236
(412) 881-3000

I.D.#: 24728

FIRM #: 754

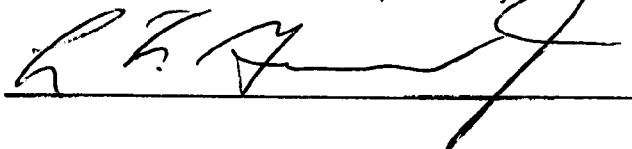
CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION
OF THE REAL ESTATE IS:

LOT #: 101 SECTION 4 IN THE

TREASURE LAKE SUBDIVISION

(PLAN OF LOTS)

KNOWN AS:

TREASURE LAKE
DU BOIS, Pennsylvania 15801

FILED

AUG 07 2003

William A. Shaw
Prothonotary/Clerk of Courts

NO-LIEN AGREEMENT AND WAIVER

THIS AGREEMENT, made and entered into on July 29, 2003 by and between MICHAEL E. POWERS, General Contractor, (hereinafter designated as "Contractor"), and, MICHAEL L. HYNES and JANICE M. HYNES, HUSBAND AND WIFE, (hereinafter designated as "Owner") and additionally to the use of and for the benefit of NATIONAL CITY MORTGAGE CO., (Lender), Its Successors and/or Assigns.

W I T N E S S E T H:

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, and intending to be legally bound hereby, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows:

WITH RESPECT TO THE PROPERTY KNOWN AS LOT # 101 SECTION 4
, in the TREASURE LAKE SUBDIVISION (see Exhibit "A" for full legal description) which, if assigned, has the following street address

TREASURE LAKE
DU BOIS, Pennsylvania 15801

AND THE DWELLING TO BE CONSTRUCTED THEREON,

That there shall be NO LIEN OR RIGHT TO FILE A LIEN against the structures 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, the right to file such liens being expressly waived hereby.

It is the full intent of the Contractor, for himself/herself 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,

LEGAL DESCRIPTION - EXHIBIT "A"

ALL that certain lot or piece of ground locataed in a Planned Unit Development known as Treasure Lake, situate in the Township of Sandy, County of CLEARFIELD and Commonwealth of Pennsylvania, being designated as Lot 101, Section 4 in the Treasure Lake Subdivision as recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania in Misc. Docket Map File No. 25.

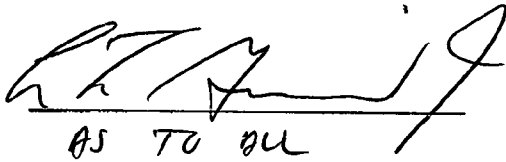
IDENTIFIED as Tax/Parcel ID #: 128.0-C2-4-101-21 in the Deed Registry Office of CLEARFIELD County, PENNSYLVANIA.

under the provisions of the Acts of the 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.

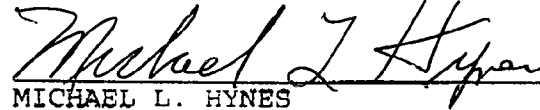
Witnesses:

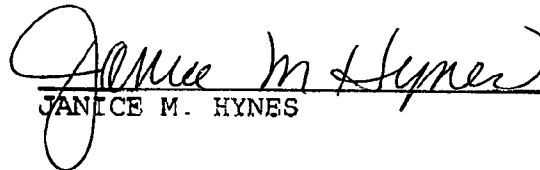
MICHAEL E. POWERS,
General Contractor


AS TO ALL

By:


MICHAEL E. POWERS


MICHAEL L. HYNES


JANICE M. HYNES