

03-1509-CD
BLACKS HOMES vs. GLORIA RAINES

03-1509-C

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 1 day of OCTOBER, 2003, by and between BLACKS HOMES, Hereinafter designated as contractor, and GLORIA RANIEY, J. Rainey, hereinafter designated as owners.

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 Lawrence, Township of Slippery Rock and State of Pennsylvania, and being known as 3971 SYLVIS ROAD, WESTOVER, PA 16692

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 by 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.

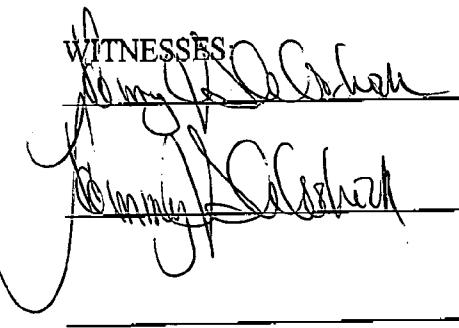
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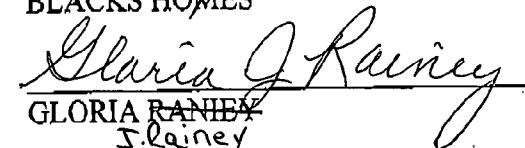
William A. Shaw
Prothonotary

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

WITNESSES

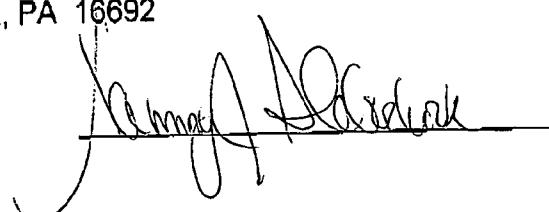



BLACKS HOMES


GLORIA J RAINES
GLORIA RAINES
J. Rainey

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:
3971 SYLVIS ROAD, WESTOVER, PA 16692



ALL THAT CERTAIN LOT OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF BURNSIDE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POST ON THE NORTHERLY RIGHT OF WAY LINE OF TOWNSHIP ROAD NO. T-307, WHICH PLACE OF BEGINNING IS NORTH 89° 59' WEST 208.71 FEET FROM THE SOUTHWESTERLY CORNER OF THE LOT OF JAMES E. FLEMING; THENCE STILL ALONG THE SAID RIGHT OF WAY LINE OF THE ROADWAY NORTH 89° 59' WEST 208.71 FEET TO THE LINE OF LAND NOW OR FORMERLY OF FRANK FRONTINO; THENCE ALONG THE LINE OF LAND NOW OR FORMERLY OF FRANK FRONTINO NORTH 5° 41' EAST 208.71 FEET TO AN IRON PIN ON LINE OF LAND NOW OR FORMERLY OF MELVIN MCCULLEY; THENCE ALONG THE LINE OF LAND NOW OR FORMERLY OF MELVIN MCCULLEY SOUTH 89° 59' EAST 208.71 FEET TO A POST; THENCE THROUGH LAND OF WHICH THIS WAS A PART SOUTH 5° 41' WEST 208.71 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TOWNSHIP ROAD T-307, THE PLACE OF BEGINNING. CONTAINING ONE (1) ACRE OF LAND.

PARCEL 108-C16-000-71