

03-1543-CD  
WELCOME HOME CENTER vs. KENNETH McDONALD, et al.

03-1543-CJ

FILED

## NON LIEN AGREEMENT

OCT 14 2003

THIS AGREEMENT, made and entered into this 8<sup>TH</sup> DAY OF SEPTEMBER, 2003, by and between Patricia A. JORDIDA OF WELCOME HOME CENTER, hereinafter designated as Contractor, and KENNETH JOHN & JAMIE LYNN MCDONALD, H/W, hereinafter designated as Owner.

William A. Shaw  
Clerk of Courts

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 MORRIS TOWNSHIP, County of CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, and being known as

**3095 OLD TURNPIKE RD., MORRISDALE, PA 16858**  
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 there under 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:

Jeffrey L. Kiser  
Jeffrey L. Kiser  
Jeffrey L. Kiser

Patricia A. Jordida (SEAL)  
WELCOME HOME CENTER, Contractor  
Kenneth John McDonald (SEAL)  
KENNETH JOHN MCDONALD, Owner  
Jamie Lynn McDonald (SEAL)  
JAMIE LYNN MCDONALD, Owner

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS: **3095 OLD TURNPIKE RD., MORRISDALE, PA 16858**

Berna Burt

Return to  
STRATFORD SETTLEMENTS INC  
506 SOUTH MAIN STREET  
SUITE 2203  
ZELIENOPLE, PA 16063

ALL THAT CERTAIN MESSUAGE, TENEMENT AND TRACT OF LAND SITUATE , LYING AND BEING IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE TURNPIKE SOMETIMES REFERRED TO AS THE BIGLER ALLPORT PIKE; AND BEING THE NORTHWEST CORNER OF THE TRACT HEREINABOVE DESCRIBED; THENCE ALONG LAND OF BURT HUBLER IN A SOUTHERLY DIRECTION 200 FEET TO A POST; THENCE IN AN EASTERLY DIRECTION ALONG LANDS OF THE GRANTEE (ACQUIRED HEREUNDER) 365 FEET TO A POST; THENCE STILL ALONG LANDS OF THE GRANTEE (ACQUIRED HEREUNDER) IN A NORTHERLY DIRECTION 200 FEET, MORE OR LESS, TO A POST AND PINE TREE ON THE TURNPIKE, SOMETIMES REFERRED TO AS THE BIGLER ALLPORT PIKE; THENCE ALONG SAID TURNPIKE IN A WESTERLY DIRECTION 365 FEET, MORE OR LESS, TO A POST AND PLACE OF BEGINNING. HAVING ERECTED THEREON A HOUSE AND BARN.

ID# 124.Q9-26

FILED Mbcc

9/23/04  
OCT 14 2003

Stratford

Settlements pd 20.00

William A. Shaw  
Prothonotary/Clerk of Courts