

03-1584-CD
WELSMORE HOME CENTER vs. SHAWN A. DERRICK

03-1584-CD

Mail to:

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

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 17th day of OCTOBER, 2003, by and between WELCOME HOME CENTER, Hereinafter designated as contractor, and SHAUN A. DERRICK, 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 Blair, Township of Snyder and State of Pennsylvania, and being known as 9671 CHERRY CORNER ROAD CURWENSVILLE, PA 16833

FILED

TAX MAP # 113-E13-00-00001

OCT 22 2003

SEE ATTACHED LEGAL DESCRIPTION MADE PART OF HERETOFORE.

William A. Shaw
Prothonotary

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

WITNESSES:

Albert W. Kolar

Albert W. Kolar

Patricia Jagoda
WELCOME HOME CENTER
Shaun A. Derrick
SHAUN A. DERRICK

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:
9671 CHERRY CORNER ROAD CURWENSVILLE, PA 16833

Shaun A. Derrick

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND CONSISTING OF 33 ACRES IN FEE SITUATE IN FERGUSON TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND KNOWN AS PART OF THE CLEARFIELD COUNTY ASSESSMENT PARCEL NO. 113-E13-1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST IN LINE OF DAVID T. WOODS, NORTH 50 DEGREES EAST 122 PERCHES TO A POST IN LINE OF WILLIAM LEIS; THENCE NORTH 39 1/2 DEGREES WEST 172 PERCHES TO A POST IN LINE OF HULLINGANS; THENCE SOUTH 51 DEGREES WEST 122 PERCHES TO A POST IN LINE OF WILLIAM HUNTER; THENCE SOUTH 39 DEGREES EAST 167 PERCHES, 5 LINKS TO A POST, THE PLACE OF BEGINNING. CONTAINING 105 ACRES, 22 PERCHES.

EXCEPTING AND RESERVING THEREFROM, ALL PRIOR CONVEYANCES MADE BY THE GRANTORS FROM THIS PARCEL.

BEING THE REMAINING PARCEL OF PROPERTY PRESENTLY BEING IDENTIFIED AS TAX MAP #113-E13-00-00001 AND CONSISTING OF 0.93 ACRES IN ACCORDANCE WITH THE ASSESSMENT RECORDS OF THE CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA.

