

03-1610-CD
WELCOME HOME CENTER vs. DAVID E. CLAYPOOLE, et al.

2003-1610-CD

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

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 23rd day of OCTOBER, 2003, by and between Welcome Home Center Hereinafter designated as contractor, and David E. Claypoole and Sharon L. McGregor, 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 Clearfield, Township of Sandy and State of Pennsylvania, and being known as Guy Avenue Dubois, Pa 15801

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 repair of the building and improvements above described, is hereby waived.

FILED

OCT 29 2003

11/12:30 AM
William A. Shaw
Prothonotary
PP
2003

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

WITNESSES:

Jeffrey C Kiser

Jeffrey C Kiser

Jeffrey C Kiser

Patricia A. Dayfida
Welcome Home Center

David E. Claypool
David E. Claypool

Sharon L. McGregor
Sharon L. McGregor

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:
Guy Avenue Dubois, PA 15801

Patricia A. Dayfida

FILED

OCT 29 2003

William A. Shaw
Prothonotary

ALL of Grantor's full right, title and interest in and to that certain piece, parcel or tract of land situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, more specifically described as follows:

BEGINNING at an iron pipe, said point being the northwestern-most corner of the tract of land herein conveyed and described; thence along line of lands now or formerly of Rochester & Pittsburgh Coal Company, South 33° 56' East, a distance of 441.6 feet to an iron pipe; thence along the same, South 51° 00' West, a distance of 172.6 feet to a point on the northern border of right-of-way for Township Road 350; thence along said northern border of right-of-way line for Township Road 350, North 41° 09' West, a distance of 230.3 feet to a point; thence along the same, North 39° 18' West, a distance of 210.0 feet to an iron pipe; thence along line of lands now or formerly of Kim Mowrey Hobba, North 51° 00' East, a distance of 221.3 feet to an iron pipe, the place of beginning. CONTAINING 2.0 acres pursuant to survey prepared by Thomas N. Gusky, R.P.S., dated July 2, 2003.