

03-1882-CD  
FAMILY MOBILE HOMES VS. HAROLD CHASE, et al.

**FILED**

DEC 23 2003

m 11:05 (was)  
William A. Shaw  
Prothonotary

NO LIEN AGREEMENT

Mail to:  
STRATFORD SETTLEMENT  
506 SOUTH MAIN STREET  
SUITE 2203  
ZELIENOPOLIS, PA 16063

2003-1882-C

THIS AGREEMENT, made and entered into the 19 day of DECEMBER, 2003, by and between FAMILY MOBILE HOMES, Hereinafter designated as contractor, and HAROLD CHASE and BEVERLY CHASE 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, Borough of RAMEY County of CLEARFIELD and State of PENNSYLVANIA, and being known as 422 MAIN STREET, RAMEY, PA 16671

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.

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

WITNESSES:

Kimmy F. Nielubowicz

as to all

  
FAMILY MOBILE HOMES

Harold Chase

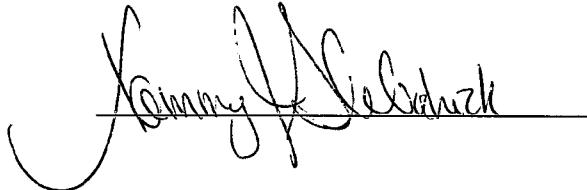
HAROLD CHASE

Beverly Chase

BEVERLY CHASE

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:  
422 MAIN STREET, RAMEY, PA 16671

  
Kimmy F. Nielubowicz

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED IN THE BOROUGH OF RAMEY, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: FRONTING ON MAIN STREET 75 FEET AND EXTENDING BACK IN THE SAME WIDTH, 150 FEET TO AN ALLEY AND KNOWN AS LOT NO. 37 AND PART OF LOT NO. 35, IN THE GENERAL PLAN OF THE VILLAGE OF RAMEY AS LAID OUT BY D.K. RAMEY.

THE SECOND THEREOF: ALL THAT CERTAIN LOT OF GROUND KNOWN AS LOT NO. 39 IN BLOCK "A" OF THE GENERAL PLAN OF SAID BOROUGH AND FRONTING 50 FEET ON THE SOUTH SIDE OF MAIN STREET AND RUNNING BACK 150 FEET TO AN ALLEY, BOUNDED ON THE WEST BY SCHOOL HOUSE LOT AND ON THE EAST BY LOT NO. 41 AND HAVING THEREON ERECTED A TWO STORY FRAME DWELLING HOUSE AND GARAGE.

EXCEPTING AND RESERVING FROM THE SECOND THEREOF ALL THAT CERTAIN PIECE OR PARCEL OF LAND CONVEYED BY CHAUNCEY P. SAUPP, JR., ET UX, TO D.W. SAUPP, BY DEED DATED 11/10/56 WHICH WAS ENTERED FOR RECORD IN THE CLEARFIELD COUNTY DEED BOOK VOLUME 466 PAGE 293 WHICH SAID PORTION OF THE ABOVE DESCRIBED PREMISES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE SOUTHEAST CORNER OF LOT NO. 39; THENCE IN A WESTERLY DIRECTION ALONG PUBLIC ALLEY A DISTANCE OF 80 FEET TO AN IRON PIN; THENCE IN A NORTHERLY DIRECTION A DISTANCE OF 30 FEET ALONG THE RESIDUE OF LOT NO. 37 TO AN IRON PIN; THENCE A DISTANCE OF 80 FEET IN A NORTHERLY DIRECTION TO AN IRON PIN ON THIS PROPERTY LINE BETWEEN LOTS NO. 39 AND 41; THENCE A DISTANCE OF 30 FEET ALONG SAID PROPERTY LINE TO AN IRON PIN AND PLACE OF BEGINNING. CONTAINING 2,400 SQUARE FEET, MORE OR LESS.

17-L15-366-5

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William A. Shaw  
Prothonotary