

03-1883-CD  
FAMILY MOBILE HOMES VS. MARK WELD, et al.

# FILED

DEC 23 2003

## NO LIEN AGREEMENT

William A. Shaw  
Prothonotary

mail to:  
STRATFORD SETTLEMENTS INC  
506 SOUTH MAIN STREET  
SUITE 220  
ZELIENOPLE, PA 16063

2003-1883-C9

THIS AGREEMENT, made and entered into the 19 day of DECEMBER, 2003, by and between FAMILY MOBILE HOMES, Hereinafter designated as contractor, and MARK WELD and KIMBERLY GUIHER 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, Township of CLEARFIELD County of CLEARFIELD and State of PENNSYLVANIA, and being known as 49 WRIGHT ROAD, MAHAFFEY, PA 15757

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 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 of 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:

Eloyn D.

Melody Endress  
FAMILY MOBILE HOMES

\_\_\_\_\_

Mark Weld  
MARK WELD

\_\_\_\_\_

Kimberly Guher  
KIMBERLY GUIHER

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:  
49 WRIGHT ROAD, MAHAFFEY, PA 15757

Sammy J. Schubert

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE VILLAGE OF BELLS LANDING, GREENWOOD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POST ON THE PUBLIC ROAD LEADING FROM BELLS LANDING TO LOUISVILLE AT CORNER OF AN ALLEY BETWEEN THIS PROPERTY AND LOT NOW OR FORMERLY OF GEORGE BELL; THENCE NORTH BY LINE OF SAID ALLEY ONE HUNDRED EIGHTY (180) FEET TO LINE OF ANOTHER ALLEY; THENCE WEST BY LINE OF SAID ALLEY ONE HUNDRED EIGHTY (180) FEET TO CORNER OF ANOTHER ALLEY BETWEEN THIS PROPERTY AND LOT NOW OR FORMERLY OF DETIS JOHNSON; THENCE SOUTH BY LINE OF SAID ALLEY ONE HUNDRED EIGHTY (180) FEET TO POST ON LINE OF PUBLIC ROAD; THENCE EAST BY LINE OF SAME ONE HUNDRED EIGHTY (180) FEET TO POST AND PLACE OF BEGINNING.

PARCEL # 117-E11-325-00020  
CONTROL # 117-0-49274

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William A. Shaw  
Prothonotary