

04-68-CD
VALLEY HOMES vs. ROBERT L. HUBLER

Valley Homes vs. Robert L. Hubler
2004-68-CD

04-68-CD

NO LIEN AGREEMENT

This Agreement, made and entered into this 12th day of January, 2004, by and between VALLEY HOMES of BELLEFONTE, PENNSYLVANIA, hereinafter designated as Contractor, and ROBERT L. HUBLER of MORRISDALE, PENNSYLVANIA, hereinafter designated as Owner.

WITNESSETH:

That by a certain contract, between the parties, 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:

THIS NO-LIEN AGREEMENT, APPLIES TO THE REAL ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

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 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 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.

FILED

JAN 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

ALL that certain piece or parcel of land situate in the Township of Morris, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin marking the northerly corner of the herein described Lot No. 1 of the Robert N. and Sandra Lee Hubler Subdivision, intended to be recorded, and also marking the westerly corner of other lands of Robert N. and Sandra Lee Hubler (D.B. 698, Pg. 417, tax parcel no. Q10-705-31), and also marking the southerly corner of lands now or formerly of Patrick C. Hubler (D.B. 883, Pg. 54, tax parcel no. Q10-705-32.1), and also marking the easterly corner of other lands now or formerly of Patrick C. Hubler (D.B. 883, Pg. 51, tax parcel no. Q10-705-26.1); thence along said lands of Robert N. and Sandra Lee Hubler S $21^{\circ} 18' 00''$ E a distance of 165.83 feet to an iron pin marking the northerly corner of Residue Lands of Robert N. and Sandra Lee Hubler (D.B. 883, Pg. 57, the first thereof, tax parcel no. Q10-705-26); thence along said Residue Lands S $81^{\circ} 45' 36''$ W a distance of 697.92 feet to an iron pin located on the northerly right of way line of an old New York Central Railroad grade and marking a corner of said Residue Land of Hubler, and also marking a corner of lands now or formerly of Cecilia and Steve Hanslovan (D.B. 485, Pg. 489, tax parcel no. Q10-705-36); thence along said railroad grade N $22^{\circ} 51' 52''$ W a distance of 126.28 feet to an iron pin marking a corner of said lands of Patrick C. Hubler (tax parcel no. Q10-705-26.1); thence along said lands of Hubler N $78^{\circ} 30' 22''$ E a distance of 693.34 feet to an iron pin marking the place of beginning.

BEING Lot No. 1 of the Robert N. and Sandra Lee Hubler Subdivision as shown on a plan prepared by Stephen W. Norfolk P.L.S., dated June 19, 2002, and recorded in the Office of the Recorder of Deeds in Clearfield County to Instrument No. 200318490.

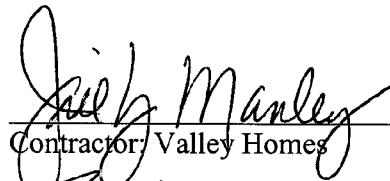
BEING known and designated as part of Tax Parcel No. P28-Q10-705-26 in the Deed Registry Office of Clearfield County, Pennsylvania.

Exhibit "A"

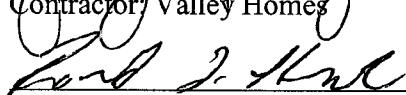
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first written.

Witnesses:




(SEAL)
Contractor: Valley Homes




(SEAL)
Owner: Robert L. Hubler

(SEAL)

Commonwealth of Pennsylvania

County of Clearfield

On this, the 12th day of January, 2004, before me a Notary Public, the undersigned officer, personally appeared Robert L. Hubler known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

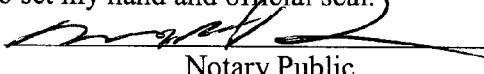

Notary Public

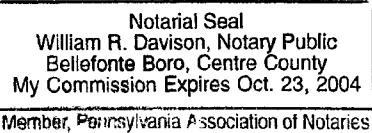
Commonwealth of Pennsylvania

County of Clearfield

On this, the 12th day of January, 2004, before me a
Notary Public, the undersigned officer, personally appeared
Jill Y. Manley who acknowledged himself to be the Authorized Signer
of Valley Homes, a corporation and that he as such Authorized Signer, being
authorized to do so, executed the foregoing instrument for the purposes therein contained
by signing the name of the corporation by himself as Authorized Signer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public



NO LIEN AGREEMENT

BETWEEN
VALLEY HOMES
AND
ROBERT L. HUBLER

Mail to: Michael P. Schaefer, Esq.
5208 Library Road
Bethel Park, PA 15102

MPS-11942B

FILED No cc

9/27/04 Michael P. Schaefer, Atty. at Law

JAN 15 2004 pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts