

**Black's Home Sales vs. Frederick Friday et al
2004-213-CD**

04-213-CD
BLACK'S HOME SALES, INC. vs. FREDERICK S. FRIDAY, JR. et al.

04-213-CD

NON LIEN AGREEMENT

THIS AGREEMENT, made and entered into this 7TH DAY OF JANUARY, 2004, by and between Heather L. Page OF BLACK'S HOMESALES, INC., hereinafter designated as Contractor, and FREDERICK S FRIDAY JR, CLARA M ALLEN, & TRAVIS LEE ALLEN, hereinafter designated as Owner(S).

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 LUMBER CITY County of CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, and being known as 111 KIRK ST., CURWENSVILLE, PA 16833

LEGAL DESCRIPTION ATTACHED

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 there under 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.

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

WITNESSES:

Kathy A. Kalar
as to all

Heather L. Page (SEAL)
BLACK'S HOME SALES, INC., Contractor

Fredrick S Friday Jr (SEAL)
FREDERICK S FRIDAY, JR, Owner

Clara M. Allen (SEAL)
CLARA M ALLEN, Owner

Travis Lee Allen (SEAL)
TRAVIS LEE ALLEN, Owner

FILED

FEB 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS: 111 KIRK ST., CURWENSVILLE, PA 16833

Kathy A. Kalar

ALL THAT CERTAIN LOT OR PIECE OF LAND SITUATE IN THE BOROUGH OF
LUMBER CITY, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED
AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST CORNER OF LOT OF RONALD L. WISOR; THENCE WEST
82.5 FEET TO A POST CORNER; THENCE NORTH 150 FEET TO A POST; THENCE
EAST 82.5 FEET TO A POST AT THE PUBLIC ROAD; THENCE SOUTH BY SAID
ROAD 150 FEET TO THE PLACE OF BEGINNING.

WHICH BY INTENTION OF ALL PARTIES, SHALL CONSTITUTE A
THIS
PERMANENT PART OF THE REALTY AND SHALL PASS WITH IT.

PARCEL #012-G12-354-00023

THIS 2004 (68 x 32) Colony TX 501AB(VIN# N/A) WHICH BY
INTENTION OF ALL PARTIES, SHALL CONSTITUTE A PERMANENT PART OF THE
REALTY AND SHALL PASS WITH IT.

FSF ✓

CMA ✓

TLA ✓