

04-1267-CD

FAMILY MOBILE HOMES VS JOHN FRANK CONKLIN, JR., et al

Family Mobile Homes vs John Conklin et al  
2004-1267-CD

*Mail To*

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

NO LIEN AGREEMENT

2004-1267-C0

THIS AGREEMENT, made and entered into the 13 Day of August, 2004, by and between Dave McKraken of FAMILY MOBILE HOMES., Hereinafter designated as contractor, and JOHN FRANK CONKLIN, JR. and GWENDOLYN NICOLE CONKLIN, 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 GRAHAM, County of CLEARFIELD and State of PENNSYLVANIA, and being known as 1518 ALLPORT CUTOFF, MORRISDALE, PA 16858.

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.

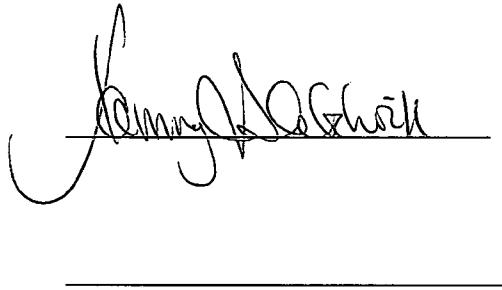
*16*  
**FILED**

AUG 17 2004

*am/12:05/wm*  
William A. Shaw  
Prothonotary

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

WITNESSES:

  
John Frank Conklin

FAMILY MOBILE HOMES



  
John Frank Conklin

  
Gwendolyn Nicole Conklin

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:  
1518 ALLPORT CUTOFF, MORRISDALE, PA 16858.

  
John Frank Conklin

Parcel Number 116-Q9-77  
Control Number 116-0-49485

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

BEGINNING AT AN AXLE ON LINE OF PARCEL, NOW OR FORMERLY OF JAMES BUMBARGER. SAID POINT IS ALSO THE SOUTHEAST CORNER OF OTHER LANDS OF GRANTORS; THENCE ALONG LANDS NOW OR FORMERLY OF JAMES BUMBARGER, SOUTH  $01^{\circ} 14' 20''$  EAST, A DISTANCE OF ONE HUNDRED FIFTY (150.0) FEET TO AN AXLE ON LINE NOW OR FORMERLY OF FRANK ALBERT ESTATE; THENCE ALONG LANDS OF SAME, SOUTH  $86^{\circ} 00' 50''$  WEST, A DISTANCE OF TWO HUNDRED SEVENTY-ONE AND SEVEN TENTHS (271.7) FEET TO A 20" OAK TREE; THENCE ALONG LANDS NOW OR FORMERLY OF HARVEY W. AND LILIAN BUMBARGER, NORTH  $18^{\circ} 53' 40''$  WEST A DISTANCE OF ONE HUNDRED FIFTY AND SEVEN TENTHS (150.7) FEET TO AN IRON PIN AND ALSO THE SOUTHWESTERN CORNER OF OTHER LANDS OF GRANTORS; THENCE ALONG OTHER LANDS OF GRANTORS, NORTH  $85^{\circ} 15' 25''$  EAST A DISTANCE OF THREE HUNDRED SEVENTEEN AND SIXTY-NINE HUNDREDTHS (317.69) FEET TO AN AXLE AND PLACE OF BEGINNING. CONTAINING 1.0 ACRE AS SET OUT IN A SURVEY DATED JULY 25, 1995 BY NICHOLAS SHIROKEY A REGISTERED SURVEYOR.

UNDER AND SUBJECT TO AND TOGETHER WITH THE BENEFITS OF A CERTAIN NON-EXCLUSIVE ACCESS EASEMENT FOR THE JOINT BENEFIT OF GRANTEEES AND GRANTORS AND THE HEIRS EXECUTORS AND ASSIGNS OF GRANTEEES AND GRANTORS FOREVER, WHICH ACCESS EASEMENT IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN AXLE ON THE SOUTHERN RIGHT OF WAY OF STATE ROUTE 2030 WHICH POINT IS SOUTH  $81^{\circ} 09' 35''$  EAST A DISTANCE OF 258.47 FEET FROM THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF HARVEY W. AND LILLIAN BUMBARGER AND WHICH POINT IS ALSO THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF JOHN F. AND DEBRA CONKLIN; THENCE ALONG LANDS RETAINED BY GRANTORS SOUTH  $05^{\circ} 35' 25''$  WEST A DISTANCE OF 434.75 FEET TO A POINT; THENCE NORTH  $85^{\circ} 15' 25''$  EAST A DISTANCE OF 24.65 FEET TO A POINT; THENCE SOUTH  $05^{\circ} 35' 25''$  WEST A DISTANCE OF 100 FEET TO A POINT, WHICH POINT IS INSIDE THE PARCEL CONVEYED TO THE GRANTEEES BY THIS DEED; THENCE SOUTH  $85^{\circ} 15' 25''$  WEST A DISTANCE OF 100.7 FEET TO A POINT, WHICH POINT IS INSIDE THE PARCEL CONVEYED TO GRANTEEES BY THIS DEED; THENCE NORTH  $05^{\circ} 35' 25''$  EAST A DISTANCE OF 100 FEET TO A POINT IN LANDS RETAINED BY THE GRANTORS; THENCE NORTH  $85^{\circ} 15' 25''$  EAST A DISTANCE OF 25.33 FEET TO A POINT; THENCE NORTH  $05^{\circ} 35' 25''$  EAST ALONG LANDS RETAINED BY GRANTORS A DISTANCE OF 446.65 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF STATE ROUTE 2030; THENCE ALONG SAID SOUTHERN RIGHT OF WAY SOUTH  $81^{\circ} 09' 35''$  EAST A DISTANCE OF 50 FEET TO THE AXLE AND PLACE OF BEGINNING.