

Melody Endress et al v. Steven Martell et al
2005-549-CD

05-549-CD

Family Mobile vs. S. Martell et al

2005-549-CD

Please Return to:
STRATFORD SETTLEMENTS INC
506 SOUTH MAIN STREET
SUITE 2203
ZELLENOPLE, PA 16063

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 14TH Day of APRIL, 2005, by and between MELODY J. ENDRESS, of FAMILY MOBILE HOMES Hereinafter designated as contractor, and STEVEN W. MARTELL and ANN M. MARTELL, 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 LAWRENCE, County of CLEARFIELD and State of PENNSYLVANIA, and being known as 32 WELCH STREET, CLEARFIELD, PA 16830

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.

FILED

APR 19 2005

m/12:45/

William A. Shaw

Prothonotary/Clerk of Courts

no 4c

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

WITNESSES:

Koutta J. Gehman

FAMILY MOBILE HOMES

Melody J. Endress
MELODY J. ENDRESS

Steven W. Martell
STEVEN W. MARTELL

Ann Marie Martell
ANN M. MARTELL
Marie Amm

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:
32 WELCH STREET, CLEARFIELD, PA 16830

Steven W. Martell

ALL THOSE CERTAIN TWO (2) PARCELS OF LAND SITUATE IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT A POST TWO HUNDRED FIFTY-SIX (256) FEET SOUTHERLY FROM THE SOUTHEAST CORNER OF MAPES AVENUE AND WELCH STREET; THENCE BY THE EASTERN LINE OF WELCH STREET IN A SOUTHERLY DIRECTION (40) FEET TO THE NORTHERN LINE OF A SIXTEEN (16) FOOT ALLEY (UNOPENED); THENCE EAST BY LINE OF SAID ALLEY ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO POST CORNER OF A LINE ALLEY (UNOPENED); THENCE NORTH BY THE WESTERN LINE OF SAID LINE ALLEY FORTY (40) FEET TO A POST; THENCE WEST ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO A POST AND PLACE OF BEGINNING. BEING KNOWN AS LOT NO. 13 IN THE KERR, WELCH & O'NEILL ADDITION TO LAWRENCE TOWNSHIP.

BEING KNOWN AS PARCEL NUMBER 123-K07-258-84

THE SECOND THEREOF:

BEGINNING AT A POST TWO HUNDRED SIXTEEN (216) FEET SOUTH FROM THE CORNER OF WELCH STREET AND MAPES AVENUE; THENCE BY LINE OF WELCH STREET, FORTY (40) FEET TO A POST; THENCE EAST ONE HUNDRED FIFTY (150) FEET TO A POST CORNER OF LINE ALLEY; THENCE NORTH BY SAID LINE ALLEY FORTY (40) FEET TO A POST; THENCE WEST ONE HUNDRED FIFTY (150) FEET TO A POST AND PLACE OF BEGINNING. BEING KNOWN AS LOT NO. 14 IN THE KERR, WELCH AND O'NEILL ADDITION TO LAWRENCE TOWNSHIP.

BEING KNOWN AS PARCEL NUMBER 123-K07-258-45