

05-1175-CD
Welcome Home Center vs. Adam Clarkson

Welcome Home Cntrs. Vs Adam Clarkson et
2005-1175-CD

STRATFORD SETTLEMENTS, INC.
506 S MAIN ST., SUITE 2203
ZELIENOPLE, PA 16063

05-1175-CD

NON LIEN AGREEMENT

THIS AGREEMENT, made and entered into this 3RD DAY OF AUGUST, 2005, by and between
PATRICIA A. Loofda, WELCOME HOME CENTER, hereinafter designated as Contractor, and
ADMA S & HEATHER K CLARKSON, hereinafter designated as the Owner.

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 BECCARIA, County of CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, and being known as
524 MARKET ST., COALPORT, PA 16627
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 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 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:

Michael Shaw Patricia Loofda (SEAL)
WELCOME HOME CENTER Contractor

Michael Shaw Adam S. Clarkson (SEAL)
ADAM S CLARKSON, Owner

Michael Shaw Heather K Clarkson (SEAL)
HEATHER K CLARKSON, Owner

FILED
m 11:32 AM
AUG 09 2005

William A. Shaw
Prothonotary/Clerk of Courts
Stratford Settlements
pd. 20.00
No CC
sent letters, Re: cover page

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS: 524 MARKET ST., COALPORT, PA 16627

Beth A. Bress

Parcel # 101-H17-109 (PART OF)

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

Commencing at an Iron Pin (found), said point being the POINT OF BEGINNING; thence along the lands now or formerly of Irvine, North sixty-seven degrees, thirty minutes, thirty-three seconds West (N 67° 30' 33" W), a distance of one hundred forty-nine and twenty-two/hundredths feet (149.22') to an Iron Pin (found), thence along the lands now or formerly of Irvine and the lands now or formerly of Wilk, respectively, North eight degrees, forty-four minutes, forty-two seconds East (N 08° 44' 42" E), a distance of three hundred thirty-seven and ninety-seven/hundredths feet (337.97') to an Iron Pin (reset); thence along the south side of State Route 3012 (a.k.a. Market Street), North eighty-four degrees, thirty-three minutes, thirty-five seconds East (N 84° 33' 35" E), a distance of sixty-eight and twenty-six hundredths feet (68.26') to an Iron Pin (set) at the point of curvature of a tangent curve, concave to the northeast, having a radius of five hundred eighty-six and sixty-one/hundredths feet (586.61') and a control angle of eight degrees, fifty-nine minutes, forty-two seconds (08° 59' 42"); thence East along said curve on the South side of said road, a distance of ninety-two and nine/hundredths feet (92.09'), curving to the right to an Iron Pin (set); thence through the lands of which this is a part, South eight degrees, forty-four minutes, forty-two seconds West (S 08° 44' 42" W), a distance of four hundred six and twenty/hundredths feet (406.20') to an Iron Pin (set); thence along the lands now or formerly of Irvine, North seventy-eight degrees, thirty-four minutes, thiry seconds West (N 78° 34' 30" W), a distance of eleven and ninety/hundredths feet (11.90') to the POINT OF BEGINNING; said described tract containing one and thirty-five/hundredths (1.35) Acres and being known as Lot 1 as shown on the plat of survey prepared by Jeffrey S. Doughty, PLS, for "The Sukala Daughters Subdivision" as recorded in the Clearfield County Recorders Office, Instrument Number 2005-00232. CONTAINING 1.35 ACRES MORE OR LESS.