

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes CIVIL ACTION
(Plaintiff)

1483 E. Pleasant Valley Blvd.
No. 2006-317-CV
(Street Address)

Altoona, PA 16602
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

vs.

Delores Ginter
(Defendant)
504 Railroad Street
P.O. Box 337
(Street Address)

Coalport, PA 16627
(City, State ZIP)

Filed on Behalf of:

Plaintiff
(Plaintiff/Defendant)

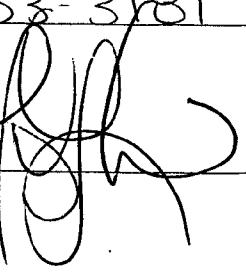
FILED *Em*

mT 12-05/4
FEB 28 2006
William A. Shaw
Prothonotary/Clerk of Courts
No 4/C

Stratford Settlements
(Filed by)

506 S Main St., Suite 2203
(Address) Zelienople, PA 16063

724-453-3181
(Phone)

(Signature) 

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 22 Day of FEBRUARY, 2006, by and between

David C Gehman, Inc. of FAMILY MOBILE HOMES, INC., Hereinafter designated as contractor, and DELORES GINTER, 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, Borough of COALPORT, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as 616 HICKORY ROAD, COALPORT, PA 16627.

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.

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

WITNESSES:

Melody Andrew

GERERAL CONTRACTOR:

Genell Cullum
FAMILY MOBILE HOMES, INC.

Delores Ginter
DELORES GINTER

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 616 HICKORY ROAD,
COALPORT, PA 16627.

Kenny J. Neidick

Parcel # 005-H17-347-00086

ALL that certain piece or parcel of ground located in Coalport Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North property line of now or formerly Dexter Carpenter Coal and being on the Eastern right-of-way line of Forest Street; thence along said line North eight degrees fourteen minutes thirty-seven seconds West (N 8° 14' 37" W) 95.00 feet to an iron pin located on the Southern right-of-way line of Hegarty Road T-537 (formerly Filbert Street); thence along said line North eighty-three degrees eighteen minutes ten seconds East (N 83° 18' 10" E) 85.00 feet to an iron pin; thence thru land of Madonna Ann Clarkson the following courses and distances South eight degrees fourteen minutes thirty-seven seconds East (S 8° 14' 37" E) 80.00 feet to an iron pin; thence South thirty-three degrees thirty-five minutes seventeen seconds West (S 33° 35' 17" W) 70.37 feet to an iron pin located on the Northern property line of now or formerly Dexter Carpenter Coal; thence along said land North fifty-two degrees zero minutes zero seconds West (N 52° 00' 00" W) 55.00 feet to an iron pin and place of beginning containing 0.215 acres and being shown as Lot "1" on a subdivision plan prepared by Kimberly Surveying dated November 30, 2005 and recorded in Clearfield County Instrument No. 200600275.

EXCEPTING AND RESERVING to the Grantor herein a 10 foot right-of-way easement along the existing 4 inch PVC sanitary sewer line across the property conveyed herein as is shown on the subdivision plan recorded in Instrument No. 200600275 for the purpose of replacing, repairing, and maintaining said sewage line running to other property of the Grantor. The easement edge is to be 5 feet North and South from existing sanitary sewer. Easement begins on the Eastern right-of-way line of Forest Street and runs Easterly to the Western property line of James Clarkson and Madonna Ann Clarkson as shown on the above referenced subdivision plan.