

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes CIVIL ACTION
(Plaintiff)

1683 E. Pleasant Valley Blvd. No. 06-356-CD
(Street Address)

Altona, PA 16602
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

vs.
Pearl Ann &
Sonmay J. Stiner
(Defendant)

Filed on Behalf of:

Plaintiff
(Plaintiff/Defendant)

5900 Deer Creek Road
(Street Address)

Morrisdale, PA 16858
(City, State ZIP)

Stratford Settlements
(Filed by)

506 S. Main St., Suite 2003
(Address) Zelienople, PA 16063

724-453-3181
(Phone)

(Signature) _____

FILED No CC
m/12:40/2006
MAR 08 2006 Stratford pd.
20.00
William A. Shaw
Prothonotary/Clerk of Courts

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 6th day of MARCH, 2006, by and between David C. Gehman of FAMILY MOBILE HOMES, Hereinafter designated as contractor, and PEARL ANN STINER and SONNAAY J. STINER, 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 5900 DEER CREEK ROAD, 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 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.

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

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

WITNESSES:

GENERAL CONTRACTOR:

FAMILY MOBILE HOMES

Melody Gendron

Bill Hill

Pearl a Stiner

PEARL ANN STINER

Sonny Stiner
SONNIA STINER

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 5900 ^{Deer} ~~DEER~~ CREEK ROAD.
MORRISDALE, PA 16858.

Jimmy Stiner

Parcel # 116-Q07-000-00002

ALL those two certain parcels or pieces of land situate in Graham Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a post corner of land of Orvis Hubler and George J. Dale; thence by line of land of said George J. Dale North eighty-three degrees forty minutes West (N 83° 40' W) nineteen hundred and fifty-three (1,953') feet to post and line of land of Sarah J. Lytle Estate; thence by line of same North five degrees forty minutes East (N 5° 40' E) twenty-three hundred and twenty (2,320') feet to post on line of Fairview Cemetery; thence by line of same South seventy-nine degrees East (S 79° E) one hundred thirty (130') feet to post; thence still along line of same North fourteen degrees thirty minutes West (N 14° 30' W) two hundred thirty-one (231') feet to post corner of Albert Smeal land; thence along line of said Albert Smeal land and William Nearhood South eighty-four degrees twenty minutes East (S 84° 20' E) eighteen hundred eighty-six and four tenths (1,886.4') feet to post by chestnut at corner of William Nearhood and Orvis Hubler lands; thence by line of Orvis Hubler land South five degrees thirty-three minutes West (S 5° 33' W) twenty-five hundred and sixty-five (2,565') feet to post corner of Orvis Hubler and George J. Dale lands and place of beginning.

EXCEPTING AND RESERVING, HOWEVER, to the predecessors in title of the Grantors all the coal, fire clay, gas, oil and other minerals, in, upon or under the same, with certain rights of extraction and removal in accordance with the tenor of a certain deed from J.C. Hubler, et. ux., to Howard L. Hubler, dated August 15, 1925, and recorded at Clearfield, Pennsylvania, in Deed Book 296, at page 176, reference thereunto being had will more fully and at large appear. Provided, however, that this exception and reservation shall not apply to or include coal, fire clay, gas, oil and other minerals, in, upon or under a tract of five (5) acres more particularly bounded and described as follows:

BEGINNING at post on line of Lytle Estate; thence South eighty-four degrees East (S 84° E) four hundred sixty-nine and four tenths (469.4') feet to a post; thence South five degrees forty minutes West (S 5° 40' W) four hundred seventy (470') feet to post; thence North eighty-four degrees West (N 84° W) four hundred sixty-four and four tenths (464.4') feet to post on line of said Lytle Estate; thence along line of same North five degrees forty minutes East (N 5° 40' E) four hundred seventy (470') feet to post and place of beginning.

(Continued on Attached)

AND EXCEPTING AND RESERVING FURTHER unto the Grantors, their heirs and assigns, all the gas and oil with the right to explore for and remove the same, lying in, under and upon the above described tract of five (5) acres.

THE SECOND THEREOF:

BEGINNING at a post corner of land of A.C. Dale on lands of Bigler Barger; thence by Bigler Barger and G. and W. Smeal North four degrees forty-five minutes East (N 4° 45' E) fifteen hundred eighty-one and six tenths (1,581.6') feet to a post; thence by lands of which this is a part South eighty-four degrees fifty minutes East (S 84° 50' E) twenty hundred and sixty-seven and two tenths (2,067.2') feet to post; thence by lands of Bigler Barger South five degrees West (S 5° W) fifteen hundred eighty-six and six tenths (1,586.6') feet to a post; thence by lands of A.C. Dale North eighty-four degrees forty-five minutes West (N 84° 45' W) twenty hundred thirty-nine (2,039') feet to post and place of beginning.

EXCEPTING AND RESERVING, HOWEVER, unto the predecessors in title of the Grantors such parts of the above described tract of land as were conveyed by Howard Hubler, et. ux., to Ellsworth B. Flegal by deed dated July 20, 1936, and recorded at Clearfield, Pennsylvania, in Deed Book 313, at page 168, it being believed that the premises hereby conveyed, after allowance for the portion thereof excepted and reserved, amounts in all to fifteen (15) acres, more or less.

EXCEPTING AND RESERVING FURTHER unto the Grantors, their heirs and assigns, all gas and oil in and under the tract hereinabove described as "The Second Thereof" with appropriate rights of exploration and removal.