

06-646-CD
Owl Homes of Alleghany vs Joseph Dush

2006-646-CD
Owl Homes vs Joseph Dush et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Owl Homes of Allegheny CIVIL ACTION
(Plaintiff)

6083 Route 219 No. 06-046-CD
(Street Address)

Brockway, PA 15824 Type of Case: _____
(City, State ZIP)

vs. Joseph D.
¶ Brenda M. Dush Plaintiff
(Defendant) (Plaintiff/Defendant)

64 County Place
(Street Address)

Dubois, PA 15801
(City, State ZIP)

Stratford Settlements
(Filed by)

500 S. Main St., Suite 2203
(Address) Zelienople, PA 16063
(724) 453-3181
(Phone)

FILED NOCC
MAY 12 2006 Stratford Settlements
APR 25 2006 pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

Kiley McCast
(Signature)

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 14th Day of NOVEMBER, 2005, by and between
Patricia A. Iorfida of OWL HOMES OF ALLEGHANY, Hereinafter designated as
contractor, and ~~XXXXXXXXXX~~, hereinafter designated as owners.
Joseph D. Dush and Brenda M. Dush,

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 SANDY, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as 541 KILMER RD., DUBOIS, PA 15801.

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:

Michelle Weaver

GERERAL CONTRACTOR:

Patricia Dayida
OWL HOMES OF ALLEGHANY

Joseph D. Dush
Joseph D. Dush
~~KARRY REED~~ Brenda M. Dush
Brenda M. Dush

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 541 KILMER RD., DUBOIS, PA 15801.

Velma Hartley

FILED

APR 25 2006

William A. Schaw
Prothonotary/Clerk of Courts

Parcel # 128-E04000-00006

ALL THAT CERTAIN piece of parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the post on the Easterly side of the public road leading from Sabula to Pine Grove School at the corner of lands n/f of Joseph Uren; thence by line of land n/f of Joseph Uren in an Easterly direction 17 rods to a post corner; thence by other lands n/f of John Uren, North 17 rods to a post corner; thence by other lands n/f of John Uren West 14 rods to a post at the Easterly line of the public road; thence by Easterly line of the public road South 8 rods to the place of beginning.

Containing one acre more or less.

SUBJECT to such exceptions and reservations as contained and set forth in prior deeds of conveyance.

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APR 25 2006

William A. Schow
Prothonotary/Clerk of Courts