

**Family Mobile Homes vs Alvin Keith et al
2006-1009-CD**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes
(Plaintiff)

CIVIL ACTION

1483 E. Pleasant Valley Blvd.
(Street Address)

No. de-1009-CD

Altoona, PA 16602
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

vs.

Alvin C. & Kathryn F. Kerth
(Defendant)

Filed on Behalf of:

Plaintiff
(Plaintiff/Defendant)

3524 Spring Road
(Street Address)

Clinton, PA 16640
(City, State ZIP)

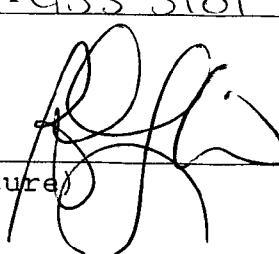
Stratford Settlements
(Filed by)

FILED No CC
M 13:50 AM Stratford
JUN 26 2016 Settlements
pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

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

724-453-3181
(Phone)

(Signature)



RECEIVED
WATFORD SETTLEMENTS, INC.
505 SOUTH MAIN STREET
SUITE 2203
ZELLENOPLE, PA 16063

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 13 day of JULY 2006, by and between

MELODY ENOES of FAMILY MOBILE HOMES, Hereinafter designated as
contractor, and ALVIN C. KEITH AND KATHRYN F. KEITH, 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 IRVONA, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as:
21 SWANK STREET, IRVONA, PA 16656.

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:

GERERAL CONTRACTOR:

FAMILY MOBILE HOMES

Dee G. H.

Melody Endren

Alvin C. Keith
ALVIN C. KEITH

Kathryn F. Keith
KATHRYN F. KEITH

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 21 SWANK STREET, IRVONA,
PA 16656.

R. J. H.

ALL those certain pieces, parcels, or lots of land situate in the Borough of Irvona, County of Clearfield, and State of Pennsylvania, bounded and described as follows, to wit:

First Parcel: BEGINNING at a stake in the westerly line of Swank Street at corner of Lot No. 2 on the hereinafter mentioned plan of lots; thence along said line of Swank Street, North 45° 53' West, forty (40) feet to stake at corner of Lot No. 4 on said plan; thence along line of Lot No. 4, South 44° 7' West, one hundred seventy (170) feet to stake on alley line; thence along said alley line, South 45° 53' East, forty (40) feet to stake at corner of Lot No. 2 on said plan; thence along line of Lot No. 2, North 44° 7' East, one hundred and seventy (170) feet to stake in said line of Swank Street and place of beginning. CONTAINING 0.156 acre, and being known as Lot No. 3 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

Said premises heretofore described as identified as Clearfield County Assessment Map # 11-H17-678-14.

Second Parcel: Fronting 40 feet on the southwesterly side of Swank Street and extending back between parallel lines a distance of 170 feet to a sixteen-foot wide alley in the rear; being bounded on the southwesterly side of Lot No. 3 and on the southwesterly side by Lot No. 5 and being marked and known as Lot No. 4 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

Said premises heretofore described are identified as Clearfield County Assessment Map # 11-H17-678-30.

SUBJECT to all exceptions, reservations, conditions, restrictions, rights of way, and easements as fully as the same are contained to all prior deeds or instruments, or in any other manners touching or affecting the premises hereby conveyed.