

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes
(Plaintiff)

CIVIL ACTION

3170 Clearfield-Woodland Hwy. No. 2006-1519-CD
(Street Address)

Woodland, PA 16881
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

VS.

Filed on Behalf of:

Jeremy M. Sedlak
(Defendant)

Defendant
(Plaintiff/Defendant)

2584 Main Street
(Street Address)

Munson, PA 16860
(City, State ZIP)

FILED

SEP 19 2006

12:30 PM

William A. Shaw
Prothonotary/Clerk of Courts

W. C/C

Stratford Settlements
(Filed by)

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

724-453-3181
(Phone)

Christ L. Groves
(Signature)

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 10 day of Sept. 2006, by and between
F. David McCracken of FAMILY MOBILE HOMES, Hereinafter designated
as contractor, and JEREMY SEDLAK, hereinafter designated as owners.

M.

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
COOPER, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as:
2584 MAIN STREET, MUNSON, PA 16860.

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.

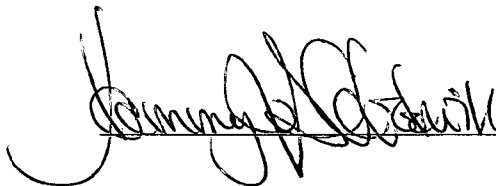
It is the full intent of the contractor, for himself and for any sub-contractors or material men claiming for themselves, or by, through or under the contract, that the right to file a mechanics' lien, under the provision of acts of assembly in such cases made and provided, for work done or materials 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:

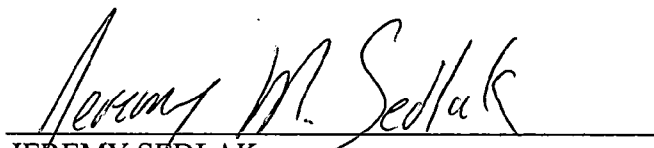
GERERAL CONTRACTOR:

FAMILY MOBILE HOMES

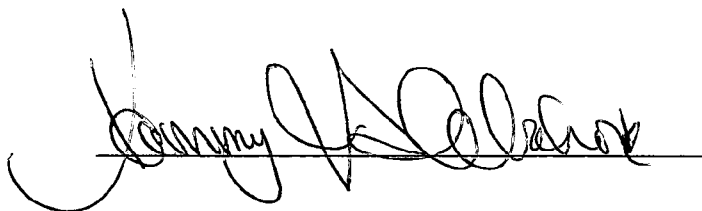







JEREMY SEDLAK
M.

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: ~~2584 MAIN STREET, MUNSON,~~ 320 PARK ROAD WINBURN, PA 16860.



PARCEL ID#: 110-R9-75

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN, SAID PIN BEING SOUTH 3° 30' 00" WEST 230.60 FEET FROM AN EXISTING IRON PIN THE NORTHWEST CORNER OF THE EUGENE J. SEDLAK LAND, AND SAID IRON PIN ALSO ON THE LINE OF THE DAVID A. OWENS AND TAMMY L. OWENS LAND; THENCE ALONG THE EUGENE J. SEDLAK LAND THE FOLLOWING COURSES AND DISTANCES; SOUTH 77° 22' 45" EAST 340.00 FEET TO AN IRON PIN; THENCE SOUTH 2° 08' 55" WEST 180.00 FEET TO AN IRON PIN; THENCE NORTH 87° 32' 15" WEST 340.00 FEET TO AN IRON PIN, SAID PIN BEING A CORNER OF THE EUGENE J. SEDLAK LAND AND SAID IRON PIN BEING ON THE LINE OF THE DAVID A. OWENS AND TAMMY L. OWENS LAND THENCE ALONG THE DAVID A. OWENS AND TAMMY L. OWENS NORTH 3° 30' 00" EAST 240.00 FEET TO AN IRON PIN THE PLACE OF BEGINNING. CONTAINING 1.6273 ACRES.

THE ABOVE DESCRIBED BEING SHOWN ON SUBDIVISION MAP SURVEYED AND PREPARED BY LAWRENCE J. MARINCE P.L.S. DATED 6/3/06 TO BE RECORDED.

TOGETHER WITH A 20 FOOT WIDE WATERLINE EASEMENT, 10 FEET EACH SIDE OF THE EXISTING PRIVATE WATERLINE LOCATED ON THE EUGENE J. SEDLAK LAND AND SHOWN ON SUBDIVISION MAP. THE GRANTEE SHALL BE ALLOWED TO USE, OPERATE, INSPECT, REPAIR AND MAINTAIN THE WATERLINE ACROSS AND THROUGH THE LAND OF THE GRANTOR.

ALSO, TOGETHER WITH A 33 FOOT WIDE ACCESS EASEMENT EXTENDING FROM THE MARY K. MARINCE LAND THROUGH THE EUGENE J. SEDLAK LAND (GRANTOR) TO THE JEREMY M. SEDLAK LAND (GRANTEE) AS SHOWN ON THE AFORESAID SUBDIVISION MAP. THIS EASEMENT SHOULD NOT BE BLOCKED OR BUILT UPON.

EXCEPTING AND RESERVING A 33 FOOT WIDE ACCESS EASEMENT EXTENDING FROM THE EUGENE J. SEDLAK LAND (GRANTOR) THROUGH THE JEREMY M. SEDLAK LAND (GRANTEE) TO THE EUGENE J. SEDLAK (GRANTOR) AS SHOWN ON THE AFORESAID SUBDIVISION MAP. THIS EASEMENT IS FOR INGRESS AND EGRESS TO BENEFIT THE EUGENE J. SEDLAK LAND. THIS EASEMENT SHOULD NOT BE BLOCKED OR BUILT UPON.

William A. Shaw
Prothonotary/Clerk of Courts

SEP 19 2006

FILED