

2006-1636-CD

NO-LIEN AGREEMENT
STIPULATION AGAINST AND WAIVER OF RIGHT
TO FILE MECHANICS' LIENS

FILED
9/12/06m The Closing
OCT 06 2006 Special SB
\$

THIS No-Lien Agreement made and entered into by and between S & A HOMES, INC. (hereinafter referred to as "Contractor") and SHARON E. GOODMAN (hereinafter referred to as "Owner"),
William A. Shaw
Notary Public/Clerk of Courts

WITNESSETH:

WHEREAS, the parties hereto did on 8-15-06 enter into an Agreement and whereby the said Contractor undertook and agreed to erect and construct a certain dwelling house on premises owned by the said Owner situate in CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows:

TAX MAP NO. part of 126-H11-8
ALL THAT PIECE or parcel of land situate in the Township of Pike, County of Clearfield, and State of Pennsylvania that is bounded and described as follows:

BEGINNING at an iron pin located on the east side of Township Road No. 324, also known as River Road, said point is also the northwest corner of the Lot Addition Parcel on map prepared by P.R. Mondock for Shirokey Surveys dated October 19, 2005; thence along said road the following courses and distances: North thirty-one degrees, thirty-five minutes, thirty-five seconds East (N 31° 35' 35" E) one hundred seventy-one and thirty-nine hundredths (171.39) feet to an iron pin; thence North twenty-two degrees, forty-three minutes, forty seconds East (N 22° 43' 40" E) one hundred seven and seventy-five hundredths (107.75) feet to an iron pin; thence North seventeen degrees, zero minutes, forty-five seconds East (N 17° 00' 45" E) one hundred ninety-five and fifty-seven hundredths (195.57) feet to an iron pin and also the southwest corner of, now or formerly, Brian L. Dimmick; thence along lands of same, South eighty-three degrees, seven minutes, fifteen seconds East (S 83° 07' 15" E) three hundred ninety-one and five hundredths (391.05) feet to an iron pin on line of, now or formerly, Stanley Douglas; thence along lands of same, South six degrees, twenty-nine minutes, twenty seconds West (S 6° 29' 20" W) six hundred twelve and twenty-seven hundredths (612.27) feet to an iron pin and also the northeast corner of the above mentioned Lot Addition Parcel; thence along same, North sixty-six degrees, eighteen minutes, twenty seconds West (N 66° 18' 20" W) five hundred fifty-four and forty-two hundredths (554.42) feet to an iron pin and place of beginning, known as Residual Parcel Lot No.7 on map prepared by P.R. Mondock for Shirokey Surveys dated October 19, 2005.

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, does for himself, his materialmen, sub-contractors, and all persons acting through or under him, covenant and agree that no Mechanics' Claims or Liens shall be filed or maintained by him or any of them against said building and lot of ground appurtenant thereto or on account of any work or labor done or materials furnished by him or any of them, under said contract or otherwise, for, towards, in or about the erection and construction of said building, improvements, or any of them, as is stipulated in the aforesaid contract, and the said Contractor does for himself, his sub-contractors, materialmen, and all others claiming by, through or under him expressly waive and relinquish the right to have, file and maintain any Mechanics' Claims or Liens against the said building, land or improvements thereon, and does hereby consent, stipulate and agree that this instrument shall constitute an independent covenant.

WITNESS THE DUE EXECUTION hereof, this 6th day of October, 2006.

ATTEST:
Michelle Clise

SHARON E. GOODMAN
Sharon E. Goodman
OWNER

ATTEST:
Mary L. Baum

S & A HOMES, INC.
By Randall E. Mellett Title DIVISIONAL CONST. MGR
RANDALL E. MELLETT - Agent
CONTRACTOR

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL ESTATE AFFECTED BY THE WITHIN INSTRUMENT IS: SEE ABOVE DESCRIPTION.

Michelle Clise
CLOSER