

2006-1662-CD
David McCracken et al vs Jody Maines

06-1662-CD
Family Mobile Homes vs Jody Maines

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 3 day of October 2006, by and between
F. David McCracken of FAMILY MOBILE HOMES, Hereinafter designated
as contractor, and JODY J. MAINES, 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 BRADFORD, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as: 5577 SHILOH ROAD, WOODLAND, PA 16881.

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.

FILED Pd \$20.00
Strafor Settlements
11/12/06 um
OCT 11 2006 No cc.
W

William A. Shaw
 Prothonotary/Clerk of Courts

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

Tommy D. DeOndish

as to both

F. David McCracken
F. David McCracken Sales Manager

Jody J. Maines
JODY J. MAINES

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 5577 SHILOH ROAD,
WOODLAND, PA 16881.

Tommy D. DeOndish

LEGAL DESCRIPTION

PARCEL ID#: 106-07-84

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE LINE OF STATE HIGHWAY ROUTE NO. 17054, BEING THE SOUTHWESTERN CORNER OF THE HEREBY CONVEYED; THENCE IN AN EASTERLY DIRECTION 575 FEET THROUGH LAND OF THE GRANTORS HEREIN TO AN IRON PIN AT THE LINE OF LAND OWNED BY ERNEST WELKER; THENCE IN A NORTHERLY DIRECTION BY LINE OF LAND OWNED BY ERNEST WELKER 100 FEET TO AN IRON PIN; THENCE BY LAND NOW OR FORMERLY OF BYRON AND ALICE MORTENSON IN A WESTERLY DIRECTION 575 FEET TO STATE HIGHWAY ROUTE NO. 17054; THENCE IN A SOUTHERLY DIRECTION ALONG STATE HIGHWAY ROUTE NO. 17054 100 FEET TO THE PLACE OF BEGINNING. CONTAINING 1 1/3 ACRES, MORE OR LESS.

SUBJECT HOWEVER, TO ALL RESTRICTIONS, EXCEPTIONS, RESERVATIONS, EASEMENTS, AND CONDITIONS AS CONTAINED IN PRIOR DEED OF CONVEYANCE.