

07-245-CD
Family Homes vs William Dolby

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NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 7 Day of September 2007, by and between F. David McCracken of FAMILY MOBILE HOMES, Hereinafter designated as contractor, and WILLIAM W. DOLBY, 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 COOPER TOWNSHIP, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as 378 CLEARFIELD STREET GRASSFLAT, PA 16839.

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 of 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:

[Signature]
as to both

[Signature]
FAMILY MOBILE HOMES
William W. Dolby
WILLIAM W. DOLBY

FILED (F4)

FEB 15 2007

W. A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 378 CLEARFIELD STREET GRASSFLAT, PA 16839

[Signature]

LEGAL DESCRIPTION

PARCEL # 110-T08-598-00022

ALL THAT CERTAIN MESSUAGE, TENEMENT AND TRACT OF LAND SITUATE ON THE SOUTH SIDE OF CLEARFIELD STREET, IN THE VILLAGE OF WEST CLYMER, IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA, DESIGNATED ON THE PLOT AND SURVEY OF SAID TRACT OF LOT # 148, ON SAID CLEARFIELD STREET.

Prothonotary/Clerk of Courts
William A. Shaw

FEB 15 2007

FILED