

07-297-CD
Family Mobile vs D. Waring et al

Family Mobile Homes vs Dewayne Waring et
2007-297-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes
(Plaintiff)

CIVIL ACTION

3170 Clearfield-Woodland
(Street Address) Hwy
Woodland, PA 16881
(City, State ZIP)

No. 2007-297-CJ

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

Family Mobile Homes
(Plaintiff/Defendant)

vs.

Dewayne B. Waring Jr.
+ ^(Defendant)
Edna P. Bickle
1274 Old Turnpike Rd
(Street Address)
Allport, PA 16821
(City, State ZIP)

FILED

FEB 28 2007
m/12:39 am

William A. Shaw
Prothonotary/Clerk of Courts

No C/C

Stratford Settlements
(Filed by)

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

724 453 3181
(Phone)

Kelley M. Shaffer
(Signature)

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 26 day of FEBRUARY, 2007, by and between David C Gehman of FAMILY MOBILE HOMES, Hereinafter designated as contractor, and DEWAYNE B. WARING, JR. and EDNA P. BICKLE, 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 MORRIS, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as 1274 OLD TURNPIKE ROAD, ALLPORT, PA 16821.

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:

Melody Endress

and

Jenny J. Bickle

as to both

FAMILY MOBILE HOMES

Don Kell Jr.

DeWayne B. Waring Jr.
DEWAYNE B. WARING, JR.

Edna P. Bickle
EDNA P. BICKLE

CERTIFICATE OF ADDRESS

I HEREBY CERTIFY THAT THE PRECISE MAILING ADDRESS FOR HOME OWNER IS
1274 OLD TURNPIKE ROAD, ALLPORT, PA 16821.

Jenny J. Bickle

PARCEL ID. # 124-Q09-000-57

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED IN THE VILLAGE OF ALLPORT, MORRIS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON THE NORTH SIDE OF THE PUBLIC ROAD FROM ALLPORT TO MUNSON AND CORNER OF LOT NOW OR FORMERLY OF R.M. DILLEN; THENCE ALONG THE LINE OF THE R.M. DILLEN LAND NORTHWARD TO A POST AT THE RUN; THENCE EASTWARD ALONG THE SAID RUN TO A POST AT A PRIVATE ROAD; THENCE SOUTHWARD ALONG THE LINE OF SAID PRIVATE ROAD TO A POST AT THE PUBLIC ROAD; AFORESAID; THENCE ALONG THE LINE OF SAID PUBLIC ROAD WESTWARD TO A POST CORNER AND PLACE OF BEGINNING.

CONTAINING ONE ACRE OF LAND MORE OR LESS WITH A FRAME DWELLING HOUSE AND OTHER IMPROVEMENTS.

EXCEPTING AND RESERVING, NEVERTHELESS, ALL THE STONE, COAL AND OTHER MINERALS UNDERLYING THE SAID PREMISES, WITH THE RIGHT TO MINE AND REMOVE THE SAME WITHOUT BEING REQUIRED TO LEAVE ANY SUPPORT FOR THE SURFACE OF TO FURNISH ANY ARTIFICIAL SUPPORT AFTER THE SAID COAL AND OTHER MINERALS HAVE BEEN REMOVED; ALSO EXCEPTING AND RESERVING ALL RIGHTS EXCEPTED AND RESERVED BY PREDECESSORS IN TITLE.