

07-871-CD
Family Homes vs B. Schreckengost

2007-871-CD
Family Mobile vs Brenda Schreckengost

FILED

2007-871-CV

JUN 05 2007

6/12/2007

William A. Shaw
Prothonotary/Clerk of Courts
w/c/c

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 25 day of MAY 2007 by and between F. DANE McCARTREN of FAMILY MOBILE HOMES, Hereinafter designated as contractor, and BRENDA SCHRECKENGOST 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, Borough of **CLEARFIELD**, County of **CLEARFIELD** and State of **PENNSYLVANIA**, and being known as **436 SPRUCE STREET**,
CLEARFIELD, PA 16830

ELLA

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:



BRENDA SCHRECKENGOST

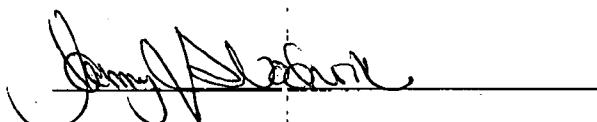


FAMILY MOBILE HOMES
BY: Sales Manager

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 436 SPRUCE STREET,
CLEARFIELD, PA 16830

Ella



LEGAL DESCRIPTION

PARCEL # 4.2-K8-234-00032

ALL THAT CERTAIN PIECE OR PARCEL SITUATE IN SECOND WARD, CLEARFIELD BOROUGH, CLEARFIELD COUNTY, PA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED REBAR FOUND AT THE NORTHWESTERN CORNER OF THE LAND HEREIN DESCRIBED; THENCE BY THE SOUTHERN LINE OF ELLA STREET, A 16 FOOT ALLEY, (N 37 DEGREES 30' 00" E) 195.00 TO A 1" IRON PIPE FOUND IN THE SOUTHERN LINE OF SAID ELLA STREET; THENCE BY LAND OF WALTER I. AND GAIL M. HARPER (S 52 DEGREES 30' 00" E) 101.50 FEET TO A 2" IRON PIPE; THENCE STILL BY LAND OF WALTER I. AND GAIL M. HARPER (N 37 DEGREES 30' 00" E) 21.00 FEET TO A NAIL; THENCE BY LAND OF JAMES M. AND ARLENE A. HARPER (S 52 DEGREES 30' 00" E) 100.00 FEET TO A 2" IRON PIPE FOUND IN THE NORTHERN LINE OF AN UNOPENED 16 FOOT ALLEY; THENCE BY THE NORTHERN LINE OF SAID UNOPENED 16 FOOT ALLEY (S 37 DEGREES 53' 52" W) 216.00 FEET TO A 1/2" CAPPED REBAR SET AT THE INTERSECTION OF TWO UNOPENED 16 FOOT ALLEYS; THENCE BY THE EASTERN LINE OF AN UNOPENED 16 FOOT ALLEY (N 52 DEGREES 30' 07" W) 200.00 FEET TO A 1/2" CAPPED REBAR AND PLACE OF BEGINNING. CONTAINING 0.95 ACRES AS PER SURVEY AND LEGAL DESCRIPTION COMPLETED BY TOST SURVEYING OF CLEARFIELD, PA., FOR MONA J. HAVERSACK LAND, DATED APRIL 26, 2007.