

07-968-CD
Family Mobile vs J. Williams et al

2007-968-CD
Family Mobile Homes vs Joseph Williams et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes
(Plaintiff)

CIVIL ACTION

1083 E. Pleasant Valley Bl.
(Street Address)

No. 07-968-CD

Altoona PA 16602
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

vs.

Joseph M. Williams
Stacy L. Warrick-Williams
(Defendant)

Filed on Behalf of:

(Plaintiff/Defendant)

177 Shofflone
(Street Address)

pd \$20.00
FILED Stratford Settlement
m/12.40cm JUN 20 2007 NO CC
S

William A. Shaw
Prothonotary/Clerk of Courts

Madera PA 16661
(City, State ZIP)

Stratford Settlement
(Filed by)

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

724-433-3181
(Phone)

J. M. Shaw
(Signature)

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 14 day of June 2007 by and between Melissa News of FAMILY MOBILE HOMES, Hereinafter designated as contractor, and JOSEPH M. WILLIAMS AND STACEY L. WARRICK-WILLIAMS 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 **BIGLER**,

County of **CLEARFIELD** and State of **PENNSYLVANIA**, and being known as **108 BAXTER DRIVE**,

~~BRISBIN, PA 16620~~

Madera 16661

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:

Jimmy J. DeGraaf
as to all

Joseph M. Williams
JOSEPH M. WILLIAMS

Stacey L. Warrick-Williams
STACEY L. WARRICK-WILLIAMS

Melvin Lewis
FAMILY MOBILE HOMES
BY: W. Sales

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS ~~108 BAXTER DRIVE, BRISBIN, PA~~
16620- 16641
177 Shoff Lane Madera

Jimmy J. DeGraaf

LEGAL DESCRIPTION

PARCEL # 103-K14-000-00164

ALL THAT CERTAIN PARCEL OF LAND KNOWN AS LOT 1 OF THE JOSEPH A. ROBISON SUBDIVISION DATED APRIL 10, 2004, LYING NEAR THE VILLAGE OF MADERA, COUNTY OF CLEARFIELD, TOWNSHIP OF BIGLER, COMMONWEALTH OF PENNSYLVANIA, IN PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 1/4 INCH IRON PIPE FOUNDS AT THE NORTHWEST CORNER OF DIANE L. CAMPOLONG, AS WAS CONVEYED TO HER BY DEED BOOK 1778 PAGE 126, SAID PIPE AN EASTERN CORNER OF JOSEPH A. ROBISON, SAID PIPE ALSO BEING THE SOUTHWEST CORNER OF THE LAND HEREIN CONVEYED AND RUNNING; THENCE NORTH 02 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 282.13 FEET, THROUGH LANDS OF THE GRANTOR TO A POINT IN THE CENTERLINE OF A 50 FOOT PRIVATE ROAD, SAID LINE PASSING THROUGH A 3/4 INCH REBAR SET BACK 29.42 FEET FROM SAID CENTERLINE OF THE 50 FOOT PRIVATE ROAD; THENCE NORTH 54 DEGREES 15 MINUTES 20 SECONDS EAST A DISTANCE OF 241.05 FEET, ALONG THE CENTERLINE OF THE 50 FOOT PRIVATE ROAD TO A SPIKE SET IN THE CENTERLINE INTERSECTION OF THE 50 FOOT PRIVATE ROAD WITH SHOFF LANE, ALSO KNOWN AS TOWNSHIP ROAD T-549; THENCE SOUTH 44 DEGREES 20 MINUTES 10 SECONDS EAST A DISTANCE OF 211.86 FEET, ALONG THE CENTERLINE OF SHOFF LANE, TO A POINT; THENCE SOUTH 50 DEGREES 46 MINUTES 51 SECONDS WEST A DISTANCE OF 180.51 FEET, ALONG BONNIE J. WARRICK, AS WAS CONVEYED TO HER BY DEED BOOK 649, PAGE 239, TO A 3/4 INCH REBAR SET; THENCE SOUTH 50 DEGREES 43 MINUTES 02 SECONDS EAST A DISTANCE OF 210.00 FEET, ALONG THE SAME TO A 3/4 INCH REBAR SET ON THE NORTHERN LINE OF BETTY M. CAMPOLONG, AS WAS CONVEYED TO HER BY DEED BOOK 1572, PAGE 468; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 334.62 FEET, ALONG BETTY M. CAMPOLONG TO A 1 1/4 INCH IRON PIPE FOUND AND PLACE OF BEGINNING, SAID LINE PASSING THROUGH A 3/4 INCH BOLT FOUNDS AT 156.84 FEET.

CONTAINING 2.288 ACRES TOTAL MINUS 0.213 ACRE FOR THE RIGHT OF WAY OF SHOFF LANE AND THE 50 FOOT PRIVATE ROAD, LEAVING 2.075 ACRES NET AND KNOWN AS LOT 1 OF THE JOSEPH A. ROBISON SUBDIVISION, AS SHOWN ON MAP PREPARED BY CURRY AND ASSOCIATES DATED APRIL 10, 2004. BEING A PART OF LANDS CONVEYED TO THE GRANTOR BY INSTRUMENT NO. 199917737.

THE JOSEPH A. ROBISON SUBDIVISION MAP IS RECORDED TO INSTRUMENT NO. 200509644.