

07-1652-CD

Black's Home vs F. Chaner al

NO LIEN AGREEMENT

07-1652-CD

THIS AGREEMENT, made and entered into the 5TH day of OCTOBER, 2007 by and between Lorne Weaver of BLACKS HOME SALES, Hereinafter designated as contractor, and FREDERICK A. GHANER AND DEBBIE GHANER, HUSBAND AND WIFE AND RONDA ARMSTRONG, A SINGLE WOMAN AND JUSTINE C. VARNER, A SINGLE WOMAN 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 DECATUR, County of CLEARFIELD and State of PENNSYLVANIA, and being known as 105 SETTER RUN LANE OSCEOLA MILLS, PA 16666 AND 48 SETTER RUN LANE OSCEOLA MILLS, PA 16666

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.

FILED Stratford
M/11:51/4 Settlements pd.
OCT 10 2007 \$20.00
William A. Shaw
Prothonotary/Clerk of Courts No cc

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:

Jimmy J. Golanick
Debbie Ghaner
Ronda Armstrong
Justine C. Varner
Blacks Home Sales

Frederick A. Ghaner
FREDERICK A. GHANER

Debbie Ghaner
DEBBIE GHANER

Ronda Armstrong
RONDA ARMSTRONG

Justine C. Varner
JUSTINE C. VARNER

Blacks Home Sales
BLACKS HOME SALES
BY:

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS 105 SETTER RUN LANE OSCEOLA MILLS, PA 16666 AND 48 SETTER RUN LANE OSCEOLA MILLS, PA 16666.

Jimmy J. Golanick

LEGAL DESCRIPTION

PARCEL # 12-M12-000-16

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT A POST ON THE POST ON THE PUBLIC ROAD LEADING FROM JEFFRIES POST OFFICE TO THE NEW CASTLE SETTLEMENT, 68 PERCHES EAST OF THE NORTHWESTERN CORNER OF THE C.B. KEPHART PROPERTY; THENCE SOUTH 4 DEGREES WEST 119.3 PERCHES TO A POST ON PROPERTY LINE; THENCE SOUTH 86 DEGREES EAST 33.45 PERCHES ALONG PROPERTY LINE TO POST; THENCE NORTH 4 DEGREES EAST 119.6 PERCHES TO A POST ON THE PUBLIC ROAD ABOVE MENTIONED; THENCE NORTH 86 DEGREES AND 44 MINUTES WEST ALONG SAID PUBLIC ROAD 33.45 PERCHES TO POST AND PLACE OF BEGINNING. CONTAINING 25 ACRES, NOT MEASURE.

THE SECOND THEREOF: BEGINNING AT A POST ON THE PUBLIC ROAD LEADING FROM JEFFRIES POST OFFICE TO ASHLAND AT THE NORTHEAST CORNER OF LAND HERETOFORE CONVEYED TO C.W. KIZER; THENCE SOUTH 86 DEGREES EAST 220.2 FEET ALONG SAID PUBLIC ROAD TO A POST; THENCE SOUTH 4 DEGREES 54 MINUTES WEST 1987.2 FEET TO A STAKE OR STONES ON LINE OF HENRY KEPHART; THENCE NORTH 85 DEGREES 14 MINUTES WEST 219 FEET TO POST AT SOUTHEAST CORNER OF LAND FORMERLY CONVEYED TO C.W. KIZER; THENCE NORTH 4 DEGREES 50 MINUTES EAST 1983.6 FEET ALONG LINE OF SAID C.W. KIZER TO POST AND PLACE OF BEGINNING.

THE THIRD THEREOF: BEGINNING AT AT STAKE ON THE PUBLIC ROAD LEADING FROM JEFFRIES TO ASHLAND AT THE NORTHWEST CORNER OF LAND CONTRACTED TO BE SOLD TO C.B. KEPHART; THENCE SOUTH 88 DEGREES 898 FEET ALONG SAID PUBLIC ROAD TO STAKE ON THE CORNER OF LAND SOLD TO C.S. KIZER; THENCE SOUTH 4 DEGREES 41 MINUTES WEST 1393 FEET ALONG LINE OF C.W. KIZER; TO STAKE AND STONES, AND NORTHEAST CORNER OF LAND CONVEYED TO RUSSELL A. KEPHART; THENCE NORTH 85 DEGREES 14 MINUTES WEST 898 FEET ALONG LINE OF RUSSELL A. KEPHART AND ON LINE OF LANDS SOLD TO C.B. KEPHART; THENCE NORTH 4 DEGREES 41 MINUTES EAST 1379.9 FEET ALONG LINE OF C.B. KEPHART SECTION TO STAKE AND PLACE OF BEGINNING. CONTAINING 28.5 ACRES NET, AND BEING THE SAME PREMISES WHICH JOHN M. CHASE, JR., ET AL, BY THEIR DEED RECORDED IN DEED BOOK 226 AT PAGE 155 GRANTED AND CONVEYED TO C.W. KIZER.

RESERVING 2 ACRES MORE OR LESS, WHICH C.W. KIZER AND WIFE BY THEIR DEED RECORDED IN DEED BOOK 248 AT PAGE 544 GRANTED AND CONVEYED TO RAYMOND KIZER.

(Continued on Attached)

THE FOURTH THEREOF; BEGINNING AT A STAKE AND STONES WHICH IS THE SOUTHWEST CORNER OF THIS TRACT OF LAND; THENCE NORTH 85° 14' WEST 449 FEET TO A STAKE; THENCE NORTH 4° 41' EAST ALONG RESIDUE OF TRACT, WHICH IS LAND OF THE GRANTORS HEREIN TO A STAKE; THENCE NORTH 85° 14' WEST 449 FEET TO A STAKE ON LINE OF LAND COMMON BOUNDARIES TO ALBRIGHT; THENCE ALONG SAID ALBRIGHT LINE NORTH 4° 41' EAST 150 FEET TO A STAKE AND STONES ON ALBRIGHT LINE, THENCE SOUTH ALONG LAND OF THE GRANTEES 85° 14' EAST 898 FEET TO STAKE AND STONES ON LINE OF LAND OF WHAT WAS FORMERLY C.W. KIZER; THENCE ALONG SAID KIZER LAND 4° 41' WEST 582 FEET TO A STAKE AND STONES THE PLACE OF BEGINNING.

EXCEPTING AND RESERVING, NEVERTHELESS, ALL THE STONE, COAL, FIRECLAY, AND OTHER MINERALS AND MINING RIGHTS AS EXCEPTED AND RESERVED IN DEED FROM JOHN M. CHASE, JR. ET AL., EXECUTORS OF JOHN M. CHASE, DECEASED TO RUSSELL A. KEPHART, AND RECORDED AS SUCH, THIS CONVEYANCE BEING SUBJECT TO ALL RESERVATIONS, COVENANTS, STIPULATIONS AND AGREEMENTS THEREIN CONTAINED; REFERENCE THEREUNTO BEING HAD, THE SAME WILL MORE FULLY AND AT LARGE APPEAR.

FILED

OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts