

**07-1759-CD**

**Family Mobile vs Karlene Gurbal**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Family Mobile Homes  
(Plaintiff)

CIVIL ACTION

1683 E. Pleasant Valley Blvd.  
(Street Address)

07-1759-CD

Altoona, PA 16602  
(City, State ZIP)

Type of Case: \_\_\_\_\_

Type of Pleading: \_\_\_\_\_

VS.

Filed on Behalf of:

Karlene Gurbal  
(Defendant)

Plaintiff  
(Plaintiff/Defendant)

1719 Cooper Avenue  
(Street Address)

Drifting, PA 16834  
(City, State ZIP)

Stratford Settlements  
(Filed by)

500 S. Main St.  
(Address)  
Zelienople PA 16063  
724-453-3181  
(Phone)

**FILED** NOCC  
OCT 30 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Stratford Settlements  
pd. 20.00

Jim [Signature]  
(Signature)

## NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 25<sup>TH</sup> day of OCTOBER, 2007 by and between F. DAVID MCCracken of FAMILY MOBILE HOMES Hereinafter designated as contractor, and KARLENE GURBAL 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 COOPER, County of CLEARFIELD and State of PENNSYLVANIA, and being known as 1719 COOPER AVENUE DRIFTING, PA 16834

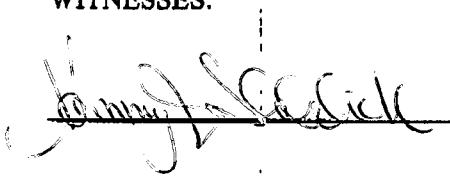
SEE ATTACHED LEGAL DESCRIPTION MADE PART OF HERETOFORE.

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:

  
\_\_\_\_\_

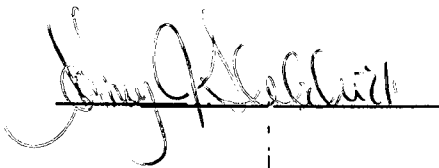
  
KARLENE GURBAL

  
\_\_\_\_\_

  
FAMILY MOBILE HOMES  
BY: Sales Manager

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS 1719 COOPER AVENUE DRIFTING,  
PA 16834.

  
\_\_\_\_\_

#### LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OF LAND SITUATE ON THE NORTH SIDE OF COOPER AVENUE IN THE VILLAGE OF WEST CLYMER IN THE TOWNSHIP OF COOPER, CLEARFIELD COUNTY, PENNSYLVANIA, DESIGNATED ON THE PLAT AND SURVEY OF SAID TRACT AS LOT NO. 377, IT BEING BOUNDED ON THE SOUTH BY COOPER AVENUE; ON THE EAST BY LOT NO. 378; ON THE NORTH BY LOT NO. 430 AND ON THE WEST BY LOT NO. 376. THE SAID FRONTING EIGHTY (80) FEET ON COOPER AVENUE AND EXTENDING IN DEPTH ONE HUNDRED FIFTY (150) FEET TO LINE OF LOT NO. 430.

EXCEPTING AND RESERVING THEREFROM, ALL THE COAL AND OTHER MINERALS CONTAINED AND EMBRACED WITHIN THE DESCRIBED PREMISES, WITH THE RIGHT TO ENTER, MINE AND TRANSPORT FROM, OVER AND THROUGH THE SAME, ALL COAL AND OTHER MINERALS THAT MAY BE UPON THE SAME, OR UPON ANY OTHER LAND; THE SAID RIGHT, HOWEVER, TO BE EXERCISES IN SUCH A MANNER AS NOT TO DISTURB THE ENJOYMENT OF THE SURFACE.

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED UPON THE EXPRESS CONDITION THAT THE SAME CONSTITUTES AND IMPLIED COVENANT ON THE PART OF THE SAID PARTY OF THE SECOND PART (GRANTEES), THAT NO INTOXICATING LIQUOR SHALL EVER BY SOLD UPON THE PREMISES HEREIN CONVEYED, BY THE SAID PARTY OF THE SECOND PART (GRANTEES), THEIR HEIRS AND ASSIGNS, AND THAT THE SAID IMPLIED COVENANT SHALL RUN WITH THE LAND.