

07-1815-CD
Family Mobile vs W. Swoope al

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NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 1ST day of NOVEMBER, 2007 by and between F. DAVID McCARTER of FAMILY MOBILE HOMES Hereinafter designated as contractor, and WILLIAM N. SWOOP, SR. AND ELIZABETH J. SWOOP 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 BRADFORD, County of CLEARFIELD and State of PENNSYLVANIA, and being known as 99 LOOKOUT LANE WOODLAND, PA 16881

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.

FILED NO CC
712-3380 Stratford Settlements
NOV 07 2007 pd 20.00

William A. Shaw
Prothonotary/Clerk of Courts

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:

William N. Swoope, Sr.
WILLIAM N. SWOOPES, SR.

Elizabeth J. Swoope
ELIZABETH J. SWOOP

FAMILY MOBILE HOMES

BY: Sales Manager - F. DAVID McCracken

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS 99 LOOKOUT LANE WOODLAND,
PA 16881.

James D. Cook

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PIECE OF LAND SITUATED IN THE TOWNSHIP OF BRADFORD COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POST ON LINE OF LANDS OF T.H. FORCEY ESTATE; THENCE EAST EIGHTY-SIX (86) DEGREES SEVENTY-TWO AND TWO TENTHS (72.2) PERCHES TO A PINE (CUT) ON LINE OF LAND OF WILLIAM KNEPP; THENCE BY LINE OF SAID KNEPP NORTH TWO AND ONE-HALF (2 1/2) DEGREES EAST, FIFTY-TWO AND NINE TENTHS (52.9) PERCHES TO STONES; THENCE NORTH EIGHTY-SEVEN AND ONE-HALF (87 1/2) DEGREES WEST, SIXTEEN AND FIVE TENTHS (16.5) PERCHES TO A POST; THENCE SOUTH FIFTY (50) DEGREES WEST, SEVENTY-FIVE AND ONE-HALF (75 1/2) PERCHES, MORE OR LESS, TO A POST AND PLACE OF BEGINNING; CONTAINING FOURTEEN (14) ACRES AND SEVENTY-SEVEN (77) PERCHES, MORE OR LESS.

BEING KNOWN AS CLEARFIELD COUNTY MAP NUMBER 106-007-000-00032.