

08-101-CD

Family Homes vs Robert Lehman al

08-101-CD

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 17TH Day of JANUARY, 2008, by and between Melody J. Endress of FAMILY MOBILE HOMES Hereinafter designated as contractor, and ROBERT F. LEHMAN AND DELORES D. LEHMAN, 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 GULICH TOWNSHIP, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as 411 VETERANS STREET SMITHMILL, PA 16680.

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 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:

Henry J. McCracken
(as to all)

Robert F. Lehman
ROBERT F. LEHMAN
DeLores D. Lehman
DELORES D. LEHMAN
Melody J. Endress
FAMILY MOBILE HOMES

FILED

mt 12:193d
JAN 22 2008

William A. Shaw
Prothonotary/Clerk of Courts
Stratford Settlements
pd 20.00

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 411 VETERANS STREET SMITHMILL, PA 16680.

Henry J. McCracken

LEGAL DESCRIPTION

PARCEL NOS : # 118-K16-509-00010 AND # 118-K16-509-00009

ALL THOSE CERTAIN LOTS BEING KNOWN AS LOT 2 AND 3 ON THE PLOT OF THE VILLAGE OF JANESVILLE, GULICH TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

ON THE NORTH BY MAIN STREET; ON THE EAST BY LOT NO. 3 ON THE SOUTH BY AN ALLEY; AND ON THE WEST BY AN ALLEY. HAVING SIXTY (60) FOOT FRONTAGE ON MAIN STREET, AND EXTENDING BACK IN A SOUTHERLY DIRECTION A UNIFORM WIDTH OF TWO HUNDRED (200) FEET TO THE AFORESAID ALLEY.

PARCEL NO. 2:

ON THE NORTH BY MAIN STREET; ON THE EAST BY LOT NO. 4; ON THE SOUTH BY AN ALLEY, AND ON THE WEST BY LOT NO. 2; FRONTING SIXTY (60) FEET ON MAIN STREET AND EXTENDING SOUTHWARDLY OF THAT WIDTH, BETWEEN PARALLEL LINES, TWO HUNDRED (200) FEET IN DEPTH TO AN ALLEY, AND KNOWN AND DESIGNATED AS LOT NO. 3 IN THE GENERAL PLAN OF THE TOWN OF JANESVILLE AFORESAID.