

08-641-CD

Family Mobile vs C. McCracken

NO LIEN AGREEMENT

2008-641-CN

THIS AGREEMENT, made and entered into the 4TH Day of APRIL, 2008, by and between F. David McCracken of FAMILY MOBILE HOMES Hereinafter designated as contractor, and CLARENCE E MCCRACKEN, JR. AND DIANA L. MCCRACKEN, 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 LAWRENCE TOWNSHIP, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as 1220 LAWHEAD STREET HYDE, PA 16843.

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:

James J. [Signature]
(AS TO ME)

Clarence E. McCracken, Jr.
CLARENCE E. MCCRACKEN, JR.

Diana L. McCracken
DIANA L. MCCRACKEN

[Signature]
FAMILY MOBILE HOMES

FILED (R)

APR 08 2008
M/4:00 PM
William A. Sitaw
Prothonotary/Clerk of Courts
No 9/1 (LM)

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 1220 LAWHEAD STREET HYDE, PA 16843.

[Signature]

LEGAL DESCRIPTION

PARCEL # 123-J09-268-91

ALL THOSE TWO CERTAIN LOTS OR PARCELS OF LAND SITUATE IN THE VILLAGE OF HYDE, LAWENCE TOWNSHIP, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAWHEAD STREET AND CLARENDON AVENUE AND EXTENDING NORTH ALONG CLARENDON AVENUE EIGHTY (80) FEET TO LOT # 18; THENCE EAST ALONG LOT # 18 ONE HUNDRED TWENTY (120) FEET TO AN ALLEY; THENCE SOUTH EIGHTY (80) FEET TO LAWHEAD STREET; THENCE WEST ALONG LAWHEAD STREET ONE HUNDRED TWENTY (120) FEET TO PLACE OF BEGINNING TOGETHER WITH IMPROVEMENTS THEREON. BEING LOTS NOS. 19 & 20 IN BLOCK 37 IN THE STEELE AND IRON WORKS ADDITION.

William A. Shaw
Prothonotary/Clerk of Courts

APR 08 2008

FILED