

08-891-CD
Family Mobile vs David Gower et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes
(Plaintiff)

CIVIL ACTION

3170 Clearfield-Woodland Hwy. No. 08-891-CD
(Street Address)

WOOLAND, PA 16881
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

VS.

Filed on Behalf of:

DAVID GOWER & JENNIFER Plaintiff
(Defendant) (Plaintiff/Defendant)

4309 MORRISDALE AIRPORT Hwy
QUICK
(Street Address)

MORRISDALE, PA 16858
(City, State ZIP)

PLAINTIFF

(Plaintiff/Defendant)

STRATFORD SETTLEMENTS, INC.
(Filed by)

506 S. MAIN STREET ZEONOPOLIS
(Address) PA 16063

724-453-3181
(Phone)

(Signature)

FILED Stratford Settlements
MAY 13 2008 PD 20.00

No CC

William A. Shaw
Prothonotary/Clerk of Courts

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 7TH day of MAY, 2008, by and between FAMILY MOBILE HOMES Hereinafter designated as contractor, and DAVID GOWER AND JENNIFER QUICK, 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 MORRIS, County of CENTRE and Commonwealth of PENNSYLVANIA, and being known as 4309 MORRISDALE ALLPORT HIGHWAY MORRISDALE, PA 16858

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.

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.

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 7TH day of MAY, 2008, by and between FAMILY MOBILE HOMES Hereinafter designated as contractor, and DAVID GOWER AND JENNIFER QUICK, 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 MORRIS, County of CENTRE and Commonwealth of PENNSYLVANIA, and being known as 4309 MORRISDALE ALLPORT HIGHWAY MORRISDALE, PA 16858

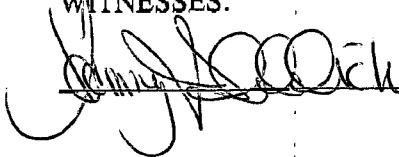
SEE ATTACHED LEGAL DESCRIPTION MADE PART OF HERETOFORE.

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.

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.

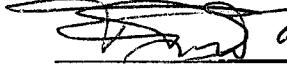
WITNESSES:

 _____
Jennifer Quick

DAVID GOWER

 _____
Jennifer Quick

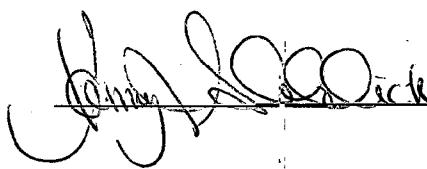
JENNIFER QUICK

 _____
Family Mobile Homes

FAMILY MOBILE HOMES

CERTIFICATE OF ADDRESS

I HEREBY CERTIFY THAT THE PRECISE MAILING ADDRESS FOR HOME OWNER IS
4309 MORRISDALE ALLPORT HIGHWAY MORRISDALE, PA 16858.

 _____
Jennifer Quick

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE NO. SR 0053, 23.08 FEET FROM THE FORMER RIGHT-OF-WAY LINE OF CONRAIL, NOW RAILS TO TRAILS, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 08 DEGREES 20' 08" WEST A DISTANCE OF 23.08 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF THE CONRAIL RIGHT-OF-WAY, NOW RAILS TO TRAILS; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAME NORTH 69 DEGREES 08' 10" EAST A DISTANCE OF 181.54 FEET TO AN IRON PIN LOCATED IN A LILAC BUSH ON THE COMMON LINE OF LANDS OF SANDRA L. SCHMOKE-MCQUELLIN AND PATRICK D. MCQUELLIN; THENCE ALONG THE LANDS OF SAME SOUTH 12 DEGREES 14' 59" WEST A DISTANCE OF 71.24 FEET TO A 3/4 INCH PIPE ON THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE NO., SR 0053; THENCE ALONG LINE OF SAME SOUTH 78 DEGREES 31' 45" WEST A DISTANCE OF 177.24 FEET MORE OR LESS TO AN IRON PIN AND PLACE OF BEGINNING. BEING FURTHER IDENTIFIED AS BEARING TAX MAP IDENTIFICATION NUMBER #124-Q10-53.