

08-964-CD
Family Mobile Home vs Scott Brown

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes
(Plaintiff)

CIVIL ACTION

3170 Clearfield Woodlawn
(Street Address) Hwy.
Woodlawn, PA 16881
(City, State ZIP)

No. 08-964-CD

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

VS.
Scott A Brown
(Defendant)

PLAINTIFF

(Plaintiff/Defendant)

74 Stump Run Rd
(Street Address)
OSCEOLA Mtns PA 16666.
(City, State ZIP)

Stratford Settlements Inc

(Filed by)

FILED NOCC
MAY 23 2008 Stratford
pd \$20.00
William A. Shaw
Prothonotary/Clerk of Courts

506 S. Main St. ZELIENOPLE
(Address) PA 16063
724-453-3181
(Phone)

(Signature)

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 14TH Day of MAY, 2008, by and between FAMILY MOBILE HOMES, hereinafter designated as contractor, and SCOTT A. BROWN, 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 DECATUR TOWNSHIP, County of WASHINGTON and COMMONWEALTH of PENNSYLVANIA, and being known as 74 STUMPTOWN ROAD OSCEOLA MILLS, PA 16666

SEE ATTACHED LEGAL DESCRIPTION MADE PART OF HERETOFCRE.

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:

John D. Dickey
Yost to Dickey

Scott Brown
SCOTT A. BROWN

Mark A. Brown
FAMILY MOBILE HOMES

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 74 STUMPTOWN ROAD OSCEOLA MILLS, PA 16666.

John D. Dickey

LEGAL DESCRIPTION

PARCEL # 112-P13-000-00073

ALL THAT CERTAIN TRACT OF LAND SITUATE, LYING AND BEING IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ALONG TOWNSHIP ROAD T-664 AND BEGIN A COMMON CORNER WITH LANDS OF NOW OR FORMERLY FRED KRAUSE; THENCE SOUTH FIFTY-FOUR DEGREES TWENTY-TWO MINUTES FIFTEEN SECONDS EAST (S 54 DEGREES 22' 15" E) A DISTANCE OF ONE HUNDRED FIFTY-NINE (159) FEET TO AN IRON PIN; THENCE ALONG LANDS NOW OR FORMERLY OF ROBERT MCGINTY ESTATE SOUTH FIFTY-TWO DEGREES TEN MINUTES THIRTY SECONDS WEST (S 52 DEGREES 10' 30" W) A DISTANCE OF ONE HUNDRED NINETEEN AND THIRTY-SEVEN HUNDREDTHS (119.37') FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF TOWNSHIP ROAD T-664; THENCE NORTH THIRTY-FIVE DEGREES FORTY-EIGHT MINUTES THIRTY SECONDS WEST (N 35 DEGREES 48' 30" W) ALONG THE TOWNSHIP ROAD SEVENTY-NINE AND SIXTY-NINE HUNDREDTHS (79.69') FEET TO AN IRON PIN; THENCE STILL ALONG THE TOWNSHIP ROAD NORTH ELEVEN DEGREES NINE MINUTES WEST (N 11 DEGREES 9' W) A DISTANCE OF SIXTY-SIX AND SIXTY-NINE HUNDREDTHS (66.69') FEET TO AN IRON PIN; THENCE STILL ALONG TOWNSHIP ROAD NORTH THIRTY-THREE DEGREES TWENTY-ONE MINUTES EAST (N 33 DEGREES 21' E) A DISTANCE OF FORTY-THREE AND FORTY-TWO HUNDREDTHS (43.42') FEET TO AN IRON PIN AND PLACE OF BEGINNING. CONTAINING 0.30 ACRES, MORE OR LESS.