

08-1351-CD

Family Mobile Homes vs Paul Bracken

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

JUL 23 2008

111-401-4

William A. Shaw  
Prothonotary/Clerk of Courts  
No 4/C

FAMILY MOBILE Homes  
(Plaintiff)

CIVIL ACTION

No. 2008-1351-CD

1683 E. PLEASANT VALLEY  
(Street Address) BLVD  
ARIZONA, PA 16602  
(City, State ZIP)

Type of Case: NO LIEN AGREEMENT

Type of Pleading: \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

(Plaintiff/Defendant)

VS.

PAUL E. BRACKEN  
(Defendant)

10 WEST MAPLE STREET  
(Street Address)

BENSIDE, PA 15721  
(City, State ZIP)

STRATFORD SEMINARS, INC.  
(Filed by)

506 S MAIN ST. ZENONIA, PA  
(Address)

724-453-3181  
(Phone)

16063

(Signature)

## NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 19<sup>th</sup> day of JULY, 2008 by and between F. DAVID MCCUTCHEON of FAMILY MOBILE HOMES Hereinafter designated as contractor, and PAUL E. BRACKEN hereinafter designated as owner(s).

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, BOROUGH of BURNSIDE, County of CLEARFIELD and State of PENNSYLVANIA, and being known as 10 WEST MAPLE STREET BURNSIDE, PA 15721

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:

John Dibdine

Paul E. Bracken

PAUL E. BRACKEN

John Dibdine

John Dibdine

FAMILY MOBILE HOMES  
BY: Sales Manager

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS 10 WEST MAPLE STREET  
BURNSIDE, PA 15721

John Dibdine

**LEGAL DESCRIPTION**

**PARCEL # 2-A13-309-00040**

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE BOROUGH OF BURNSIDE,  
COUNTY OF CLEARFIELD COUNTY, AND STATE OF PENNSYLVANIA, BOUNDED AND  
DESCRIBED AS FOLLOWS: BOUNDED ON THE NORTH BY LANDS OF GEORGE DARR,  
FORMERLY MARY DARR; ON THE SOUTH BY PUBLIC STREET; ON THE EAST BY AN  
ALLEY; AND ON THE WEST BY MAPLE STREET.

FILED  
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William A Shaw  
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