

02-368-CD  
LEZZER CASH & CARRY OF -vs- WILLIAM C. MCCRACKEN et al  
CURWENSVILLE, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Lezzer Cash & Carry of Curwensville, Inc.  
Plaintiff(s)

No.: 2002-00368-CD

Real Debt: \$1,961.59

Atty's Comm:

Vs.

Costs: \$

Int. From:

William C. McCracken and  
Donna M. McCracken, t/d/b/a  
B & C Home Improvements  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: March 12, 2002

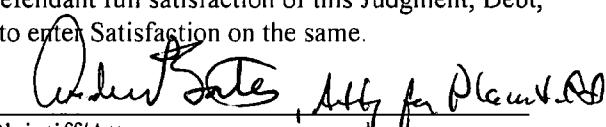
Expires: March 12, 2007

Certified from the record this 12th day of March, 2002.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*  
SIGN BELOW FOR SATISFACTION

Received on October 23, 2003, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

  
\_\_\_\_\_  
Plaintiff/Attorney

**FILED** Atty Gates  
01/14/2004 pd. 7.00  
OCT 24 2003 Cert. of  
William A. Shaw Sat. to Atty  
Prothonotary/Clerk of Courts  
Satisfied to Atty

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-00368-CD

Lezzer Cash & Carry of Curwensville, Inc.

Debt: \$1,961.59

Vs.

Atty's Comm.:

William C. McCracken  
Donna M. McCracken  
B & C Home Improvements

Interest From:

Cost: \$7.00

NOW, Friday, October 24, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 24th day of October, A.D. 2003.

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Prothonotary

SUBORDINATION OF LIEN

02-368-CD

WHEREAS, LEZZER CASH & CARRY OF CURWENSVILLE, INC., a Pennsylvania corporation ("Lezzer"), entered a judgment against William C. McCracken and Donna M. McCracken, t/d/b/a B & C Home Improvements, in the principal amount of \$1,961.59 on March 12, 2002, filed in the Office of the Prothonotary of Clearfield County, Pennsylvania, to No. 02-368-CD, placing a lien of judgment on premises situate at 213 W. Pine Street, Clearfield, Pennsylvania, more particularly described as follows:

ALL that certain piece or parcel of land situate in the First Ward of the Borough of Clearfield (formerly Third Ward of the Borough of Clearfield), County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on Weaver Place, which point is ninety (90) feet north of the northeastern corner of West Pine Street and Weaver Place, and at the northwestern corner of lot now or formerly of Oliver McCracken and W. H. Kline; thence along Weaver Place north four (4°) degrees thirty (30') minutes east thirty (30) feet to an iron post at the southwestern corner of lot now or formerly of David and Ethel Daugherty; thence by the David and Ethel Daugherty lot south eighty-five (85°) degrees thirty (30') minutes east eighty-eight (88) feet to an iron pin on a twelve (12) foot private alley running parallel to and situate ninety-nine (99) feet, more or less, westerly from William Street; thence along the western line of said private alley south four (4°) degrees thirty (30') minutes west thirty (30) feet to an iron pin at the northeastern corner of lot now or formerly of W. H. Kline; thence along the southern line of lot now or formerly of Kline north eighty-five (85°) degrees thirty (30') minutes west eighty-eight (88) feet to an iron pin in the eastern line of Weaver Place and the place of beginning. A plot showing the dimensions of the four parcels of which this is one, into which this piece of land was subdivided, is attached to the deed to Gerald L. Heichel in Deed Book 380, page 409.

TOGETHER with the right in common with the other owners or tenants of subsections of the premises known as the John Boag Property, to the use of a twelve (12)

**FILED**

FEB 24 2003

William A. Shaw  
Prothonotary

foot private alley extending from west Pine Street to the line of Lot No. 21, now or formerly owned by David and Ethel Daugherty, which alley was established by Mary Alice Jackson for the use of the respective possessors of said John Boag property.

WHEREAS, SHAWN R. McCACKEN and DONNA M. McCACKEN, ("McCracken") are the present owners of the premises; and

WHEREAS, McCracken has obtained a mortgage from Northwest Savings Bank in the principal amount of \$31,200.00, recorded to Instrument No. 200302392, and wishes to make the Lezzer judgment subordinate to said mortgage; and

WHEREAS, Lezzer is willing to subordinate its lien position in favor of the mortgage of Northwest Savings Bank.

NOW, THEREFORE, Lezzer, does agree that whatever right, title and interest which it, its successors and assigns, may have in and to the subject premises pursuant to its lien shall be and the same is hereby expressly made subject and subordinate to the mortgage of Northwest Savings Bank Company in the amount of \$31,200.00.

IN WITNESS WHEREOF, Lezzer, intending to be legally bound hereby, has executed this instrument this 21<sup>st</sup> day of February, 2003.

ATTEST:

LEZZER CASH & CARRY OF  
CURWENSVILLE, INC.

  
\_\_\_\_\_  
Carter L. Williams  
Secretary

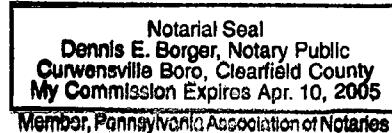
By:   
\_\_\_\_\_  
Michael F. Lezzer, President

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS

On this, the 21<sup>ST</sup> day of FEBRUARY, 2003,  
before me, the undersigned officer, personally appeared MICHAEL  
F. LEZZER, and acknowledged himself to be President of LEZZER  
CASH & CARRY OF CURWENSVILLE, INC., and further acknowledged that  
as such officer he is authorized to execute the within instrument  
on behalf of LEZZER CASH & CARRY OF CURWENSVILLE, INC., and  
further that he did so for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
notarial seal the day and year first above written.

Dennis E. Borger  
DENNIS E. BORGER



CLEARFIELD, PENNSYLVANIA 16830  
P. O. BOX 1  
15 NORTH FRONT STREET  
ATTORNEYS AT LAW  
BELIN & KUBISTA

**FILED**

*W.A. Shaw*  
FEB 24 2003  
No CC

*William A. Shaw*  
prostetary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

LEZZER CASH & CARRY of : No. 02- 368 -CD  
CURWENSVILLE, INC., :  
Plaintiff :  
: Type of Case: Civil  
: Type of Pleading: COMPLAINT IN  
vs. : CONFESSSION OF JUDGMENT  
: Filed on behalf of: Plaintiff  
WILLIAM C. McCRACKEN and :  
DONNA M. McCRACKEN, :  
t/d/b/a B & C HOME :  
IMPROVEMENTS :  
Defendant :  
: Counsel of Record for this Party:  
: Andrew P. Gates, Esquire  
: Supreme Court No.: 36604  
: GATES & SEAMAN  
: Attorneys at law  
: Two North Front Street  
: P. O. Box 846  
: Clearfield, Pennsylvania 16830  
: (814) 765-1766  
:  
:  
:  
:  
:  
:

**FILED**

MAR 12 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LEZZER CASH & CARRY of	:	
CURWENSVILLE, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No. 02-
	:	-CD
WILLIAM C. McCRACKEN and DONNA M.	:	
McCRACKEN, t/d/b/a B & C HOME	:	
IMPROVEMENTS,	:	
Defendants	:	

COMPLAINT

Plaintiff files this Complaint pursuant to Pa. R.C.P. No. 2951(b) for judgment by confession and avers the following:

1. Plaintiff, LEZZER CASH & CARRY of CURWENSVILLE, INC., is a corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, which has its main office at Scofield Street, P. O. Box 217, Curwensville, Pennsylvania, 16833.

2. Defendants, WILLIAM C. McCRACKEN and DONNA M. McCRACKEN, husband and wife, are adult individuals residing at R. R. #1, Box 327, West Decatur (Clearfield County), Pennsylvania 16878.

3. Defendants are engaged in a business under the trade name of B & C Home Improvements which maintains the same mailing address as the Defendants and which is set forth at length in Paragraph 2 hereof.

4. Plaintiff is engaged in the business of selling and furnishing materials and building supplies to entities involved in the construction and/or home improvement business.

5. Attached as Exhibit "A" is a true and correct copy of an Application for Credit, containing a Credit Account Agreement, dated August 26, 1996, between Plaintiff, Lezzer Cash & Carry of Curwensville, Inc. and Defendants, William C. McCracken and Donna M. McCracken, t/d/b/a B & C Home Improvements which credit application was accepted by Plaintiff at a credit line of \$5,000.00 by virtue of Plaintiff's letter of August 27, 1996, addressed to B & C Home Improvements, which is also attached hereto and made a part hereof as Exhibit "B".

6. The judgment to be entered hereunder by confession is not being entered against the Defendants, William C. McCracken and Donna M. McCracken, t/d/b/a B & C Home Improvements, in connection with a consumer credit transaction, nor does the same arise out of a retail installment sale, contract or account subject to the provisions of the Goods and Services Installment Sale Act, as amended. (See 69 P.S. §1101 et seq).

7. Defendants' Credit Account Agreement referred to in Paragraph 5 hereof has not been assigned by Plaintiff.

8. No judgment has been entered against the named Defendants in any court of record pursuant to the warrant of attorney provisions set forth in the aforementioned Credit Account Agreement as referenced in Paragraph 5 hereof.

9. Defendants, William C. McCracken and Donna M. McCracken, t/d/b/a B & C Home Improvements, are in default

under the terms of the aforementioned Credit Account Agreement since they have not paid for the building materials and supplies purchased on credit from Plaintiff on October 11, 2001, October 15, 2001, October 23, 2001, October 24, 2001, October 25, 2001 and November 20, 2001 despite being billed for said items.

10. Pursuant to the Warrant of Attorney to Confess Judgment Authority as set forth in the aforementioned Credit Account Agreement of August 26, 1996, Plaintiff demands judgment be entered against Defendants, William C. McCracken and Donna M. McCracken, t/d/b/a B & C Home Improvements for:

a.	Amounts due for credit purchases, including interest due pursuant to the terms of the Credit Account Agreement through January 2, 2002;	\$ 1,705.73
b.	Attorney's fees (at the rate of 15%) pursuant to the Warrant of Attorney appearing in said Credit Account Agreement	\$ 255.86
	TOTAL	<u>\$ 1,961.59</u>
c.	Plus Interest at the rate of 18% per annum on the unpaid principal balance from January 2, 2002	

WHEREFORE, Plaintiff, Lezzer Cash & Carry of Curwensville, Inc., demands judgment in its favor in the sum of \$1,961.59 be entered against Defendants, William C. McCracken and Donna M. McCracken, t/d/b/a B & C Home Improvements, as authorized by the Warrant of Attorney appearing in the aforementioned Credit Account Agreement, plus costs and

interest under the terms of the aforementioned Credit Account Agreement at the rate of 18% per annum on the unpaid balance from January 2, 2002 to date judgment entered and thereafter at the statutory rate.

GATES & SEAMAN



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Andrew P. Gates, Esquire  
Attorney for Plaintiff

Date: March 11, 2002

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

## SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIPS

## Business Information

Business Name		Street Address	City	State	Zip
BBC Home Improvements		213 West Pine St.	Clearfield	PA	16830
Phone No.		(814) 765-9300			
Years in Business		5			

### Applicant Information

1. Name	2. Street Address	3. City	4. State	5. Zip
William McCormack	215 West Pine St	C/FD	PA.	16230
6. Soc. Sec. No.	7. Date of Birth	8. Position Held	9. Years Employed	10. Annual Income
(814) 765-7197	205 - 50 - 3714	9/1/40		
11. Employer's Address				
See F				
12. Spouse Information				

Spouse in or from

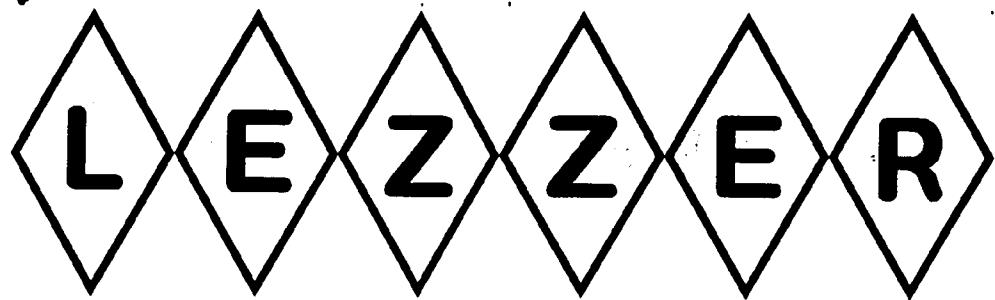
Name _____		Employer _____	Address _____	Date of Birth _____	Years Employed _____	Annual Income _____
<u>Donald M Cracker</u>		—	—	<u>9/20/66</u>	<u>5</u>	<u>\$1500.00</u>
Other Information						
<input checked="" type="checkbox"/> <u>Housing Status (Check One)</u> _____						
<input checked="" type="checkbox"/> <u>Own/Buying</u> <input type="checkbox"/> <u>Rent</u> <input type="checkbox"/> <u>Board</u>						
<input type="checkbox"/> <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u>						
<input checked="" type="checkbox"/> <u>Housing (Check One)</u> _____						
<input checked="" type="checkbox"/> <u>House</u> <input type="checkbox"/> <u>Mobile Home</u> <input type="checkbox"/> <u>Apartment</u>						
<input type="checkbox"/> <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u>						

## SECTION 2: PARTNERSHIPS

ION E. JANIN

Business Information	
Business Partnership Name	Street Address, City, State, Zip
5c/F	
Federal Employer Identification Number	Phone No.
25-176-0815	
Partnership Type	
General	Limited ( )
Are there any unsatisfied judgements against your firm?	
Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Have you ever declared bankruptcy?	
Name of Bonding Company	
Eric	
D & B Number	
D & B Rating	
State	
Zip	
Partner Information (Complete for each partner)	
Partner Name	Street Address, City, State, Zip

EXHIBIT "A"



**LEZZER CASH & CARRY OF CURWENSVILLE, INC.**

**LEZZER CASH & CARRY, INC. - DUBOIS**

**LEZZER CASH & CARRY OF INDIANA, INC.**

**LEZZER CASH & CARRY OF BUTLER, INC.**

**LEZZER CASH & CARRY OF WILLIAMSPORT, INC.**

**LEZZER CASH & CARRY OF STATE COLLEGE, INC.**

**LEZZER CASH & CARRY OF GROVE CITY, INC.**

**LEZZER CASH & CARRY OF CRANBERRY, INC.**



## **APPLICATION FOR CREDIT**

### **INSTRUCTIONS:**

INDIVIDUALS and SOLE PROPRIETORSHIPS must complete Sections 1, 4, 5, 6 and 7.

PARTNERSHIPS must complete Sections 2, 4, 5, 6 and 7.

CORPORATIONS must complete Sections 3, 4, 5, 6 and 7.

All sections required by your applicant type must be fully completed. Any applications received without the required information or signatures will be returned unprocessed.

1. <b>Denominator:</b> Name of Officer	2. <b>Street Address:</b>	3. <b>City:</b>	4. <b>State:</b>	5. <b>Zip:</b>
6. <b>Title of Officer:</b>	7. <b>Street Address:</b>	8. <b>City:</b>	9. <b>State:</b>	10. <b>Zip:</b>
11. <b>Name of Officer:</b>	12. <b>Street Address:</b>	13. <b>City:</b>	14. <b>State:</b>	15. <b>Zip:</b>
16. <b>Title of Officer:</b>	17. <b>Street Address:</b>	18. <b>City:</b>	19. <b>State:</b>	20. <b>Zip:</b>
21. <b>Name of Officer:</b>	22. <b>Street Address:</b>	23. <b>City:</b>	24. <b>State:</b>	25. <b>Zip:</b>
26. <b>Title of Officer:</b>	27. <b>Street Address:</b>	28. <b>City:</b>	29. <b>State:</b>	30. <b>Zip:</b>
31. <b>Name of Officer:</b>	32. <b>Street Address:</b>	33. <b>City:</b>	34. <b>State:</b>	35. <b>Zip:</b>
36. <b>Title of Officer:</b>	37. <b>Street Address:</b>	38. <b>City:</b>	39. <b>State:</b>	40. <b>Zip:</b>
41. <b>Name of Officer:</b>	42. <b>Street Address:</b>	43. <b>City:</b>	44. <b>State:</b>	45. <b>Zip:</b>
46. <b>Title of Officer:</b>	47. <b>Street Address:</b>	48. <b>City:</b>	49. <b>State:</b>	50. <b>Zip:</b>
51. <b>Name of Officer:</b>	52. <b>Street Address:</b>	53. <b>City:</b>	54. <b>State:</b>	55. <b>Zip:</b>
56. <b>Title of Officer:</b>	57. <b>Street Address:</b>	58. <b>City:</b>	59. <b>State:</b>	60. <b>Zip:</b>
61. <b>Name of Officer:</b>	62. <b>Street Address:</b>	63. <b>City:</b>	64. <b>State:</b>	65. <b>Zip:</b>
66. <b>Title of Officer:</b>	67. <b>Street Address:</b>	68. <b>City:</b>	69. <b>State:</b>	70. <b>Zip:</b>
71. <b>Name of Officer:</b>	72. <b>Street Address:</b>	73. <b>City:</b>	74. <b>State:</b>	75. <b>Zip:</b>
76. <b>Title of Officer:</b>	77. <b>Street Address:</b>	78. <b>City:</b>	79. <b>State:</b>	80. <b>Zip:</b>
81. <b>Name of Officer:</b>	82. <b>Street Address:</b>	83. <b>City:</b>	84. <b>State:</b>	85. <b>Zip:</b>
86. <b>Title of Officer:</b>	87. <b>Street Address:</b>	88. <b>City:</b>	89. <b>State:</b>	90. <b>Zip:</b>
91. <b>Name of Officer:</b>	92. <b>Street Address:</b>	93. <b>City:</b>	94. <b>State:</b>	95. <b>Zip:</b>
96. <b>Title of Officer:</b>	97. <b>Street Address:</b>	98. <b>City:</b>	99. <b>State:</b>	100. <b>Zip:</b>

## SECTION 4: REFERENCES

(All applicants must fully complete this section)

### Principal Checking Account Information

1. <b>Name of Bank:</b>	2. <b>Street Address:</b>	3. <b>City:</b>	4. <b>State:</b>	5. <b>Zip:</b>
6. <b>Contact Person:</b>	7. <b>Phone Number:</b>	8. <b>Account Number:</b>	9. <b>Line of Credit?</b>	10. <b>Yes / No:</b>
11. <b>Name of Bank:</b>	12. <b>Street Address:</b>	13. <b>City:</b>	14. <b>State:</b>	15. <b>Zip:</b>
16. <b>Contact Person:</b>	17. <b>Phone Number:</b>	18. <b>Total Amount of Loans:</b>	19. <b>Line of Credit?</b>	20. <b>Yes / No:</b>
21. <b>Name of Business:</b>	22. <b>Street Address:</b>	23. <b>City:</b>	24. <b>State:</b>	25. <b>Zip:</b>
26. <b>Contact Person:</b>	27. <b>Phone Number:</b>	28. <b>Credit Limit:</b>	29. <b>Line of Credit?</b>	30. <b>Yes / No:</b>
31. <b>Name of Business:</b>	32. <b>Street Address:</b>	33. <b>City:</b>	34. <b>State:</b>	35. <b>Zip:</b>
36. <b>Contact Person:</b>	37. <b>Phone Number:</b>	38. <b>Credit Limit:</b>	39. <b>Line of Credit?</b>	40. <b>Yes / No:</b>
41. <b>Name of Business:</b>	42. <b>Street Address:</b>	43. <b>City:</b>	44. <b>State:</b>	45. <b>Zip:</b>
46. <b>Contact Person:</b>	47. <b>Phone Number:</b>	48. <b>Credit Limit:</b>	49. <b>Line of Credit?</b>	50. <b>Yes / No:</b>
51. <b>Name of Business:</b>	52. <b>Street Address:</b>	53. <b>City:</b>	54. <b>State:</b>	55. <b>Zip:</b>
56. <b>Contact Person:</b>	57. <b>Phone Number:</b>	58. <b>Credit Limit:</b>	59. <b>Line of Credit?</b>	60. <b>Yes / No:</b>
61. <b>Name of Business:</b>	62. <b>Street Address:</b>	63. <b>City:</b>	64. <b>State:</b>	65. <b>Zip:</b>
66. <b>Contact Person:</b>	67. <b>Phone Number:</b>	68. <b>Credit Limit:</b>	69. <b>Line of Credit?</b>	70. <b>Yes / No:</b>
71. <b>Name of Business:</b>	72. <b>Street Address:</b>	73. <b>City:</b>	74. <b>State:</b>	75. <b>Zip:</b>
76. <b>Contact Person:</b>	77. <b>Phone Number:</b>	78. <b>Credit Limit:</b>	79. <b>Line of Credit?</b>	80. <b>Yes / No:</b>
81. <b>Name of Business:</b>	82. <b>Street Address:</b>	83. <b>City:</b>	84. <b>State:</b>	85. <b>Zip:</b>
86. <b>Contact Person:</b>	87. <b>Phone Number:</b>	88. <b>Credit Limit:</b>	89. <b>Line of Credit?</b>	90. <b>Yes / No:</b>
91. <b>Name of Business:</b>	92. <b>Street Address:</b>	93. <b>City:</b>	94. <b>State:</b>	95. <b>Zip:</b>
96. <b>Contact Person:</b>	97. <b>Phone Number:</b>	98. <b>Credit Limit:</b>	99. <b>Line of Credit?</b>	100. <b>Yes / No:</b>

## SECTION 5: REQUEST FOR CREDIT

(All applicants must fully complete this section)

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt? (If yes, attach a completed tax exemption certificate)
		Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
Yes <input type="checkbox"/> No <input type="checkbox"/>		
Are purchase orders required to charge?	If no, please list names of persons authorized to charge on this account	
Yes <input type="checkbox"/> No <input type="checkbox"/>		

## SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT

(All applicants must fully complete this section)

THE undersigned parties who are engaged in business under the trade name of B&C Home Improvements hereby contract with Lezzer Cash & Carry to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit therefore, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in an amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of eighteen (18%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay of execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and sale on execution and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

**DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND MADE A PART HEREOF. YOU ACKNOWLEDGE THAT YOU HAVE KEPT A COPY OF THE CREDIT ACCOUNT AGREEMENT FORM #LCC-393 AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF THIS APPLICATION.**

WITNESS the signature of the parties hereto, the 26 day of Aug., 1996

### INDIVIDUAL & SPOUSE SIGNATURES

William M. Clark \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
Donna M. Clark \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

### PARTNER & SPOUSE SIGNATURES & TITLES

BY: \_\_\_\_\_ (SEAL)  
 Title \_\_\_\_\_  
 BY: \_\_\_\_\_ (SEAL)  
 Title \_\_\_\_\_

### CORPORATE OFFICER SIGNATURES & TITLES

BY: \_\_\_\_\_ (SEAL)  
 Title \_\_\_\_\_  
 BY: \_\_\_\_\_ (SEAL)  
 Title \_\_\_\_\_  
 BY: \_\_\_\_\_ (SEAL)  
 Title \_\_\_\_\_  
 BY: \_\_\_\_\_ (SEAL)  
 Title \_\_\_\_\_

<b>Partner Name</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone No.</b>					
<b>Spouse Name</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone No.</b>					
<b>Housing Status (Check One)</b>					
<i>Are there any unsatisfied judgements against you?</i>					
<i>Have you ever declared bankruptcy?</i>					
<b>Own/Buying</b>	<b>Rent</b>	<b>Board</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Partner Name</b>					
<b>Street Address</b>					
<b>City</b>					
<b>State</b>					
<b>Zip</b>					

<b>Partner Name</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone No.</b>					
<b>Spouse Name</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone No.</b>					
<b>Housing Status (Check One)</b>					
<i>Are there any unsatisfied judgements against you?</i>					
<i>Have you ever declared bankruptcy?</i>					
<b>Own/Buying</b>	<b>Rent</b>	<b>Board</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Partner Name</b>					
<b>Street Address</b>					
<b>City</b>					
<b>State</b>					
<b>Zip</b>					

<b>Partner Name</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone No.</b>					
<b>Spouse Name</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone No.</b>					
<b>Housing Status (Check One)</b>					
<i>Are there any unsatisfied judgements against you?</i>					
<i>Have you ever declared bankruptcy?</i>					
<b>Own/Buying</b>	<b>Rent</b>	<b>Board</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Partner Name</b>					
<b>Street Address</b>					
<b>City</b>					
<b>State</b>					
<b>Zip</b>					

### SECTION 3: CORPORATIONS

#### Business Information

<b>Name of Corporation</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Federal Employer Identification Number</b>					
<b>Housing Status (Check One)</b>					
<i>Are there any unsatisfied judgements against you?</i>					
<i>Have you ever declared bankruptcy?</i>					
<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	
<b>Officer Information (Complete for each officer)</b>					
<b>Name of Officer</b>		<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Title of Officer</b>					
<b>Phone No.</b>					

## SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION

(All applicants must fully complete this section)

Authorization is given to Lezzer Cash & Carry to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Lezzer Cash & Carry with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as an original.

Walter Sam Culhane

Signature

8/26/96

Date

Domino M. Culhane

Signature

8/26/96

Date

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Signature

Date

*Do not write below this line*

*For Office Use Only*

Approved By	Date Approved	Account Number	Type	Credit Limit
W. S. C.	8/27/96	17657197	C	5,000
			Code	Date
			8	8/27/96
			Code	Date



LUMBER & BUILDING MATERIALS CENTERS

P. O. BOX 217  
CURWENSVILLE, PA. 16833

Lumber Building Material Centers

Corporate Office: P.O. Box 217  
Scofield Street  
Curwensville, PA 16833  
(814) 236-0220

August 27, 1996

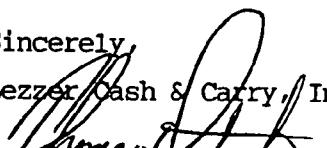
B & C Home Improvements  
213 West Pine Street  
Clearfield, PA 16830

Dear Mr. Mc Cracken;

I am pleased to inform you that a charge account has been opened in your name and welcome you as one of our valued customers. Your initial credit limit has been set at \$5,000.00.

Our terms are 1% 12th, NET 30 DAYS: This means in addition to your contractor pricing you can also receive an additional 1% discount if your account is paid by the 12th of the month. NET 30 DAYS means the balance shown on the monthly statement must be paid in full before the next month's billing date. If your account becomes past due, a service charge of 1½% per month will be added to your account. We reserve the right to place accounts beyond our 30 day terms on credit hold until payment for delinquent invoices and any applicable service charge is received.

Once again, welcome and thank you for your interest in Lezzer Lumber. We look forward to a long and mutually prosperous relationship.

Sincerely,  
Lezzer Cash & Carry, Inc.  
  
Thomas Yontosh  
Credit Manager

Indiana  
State College

DuBois

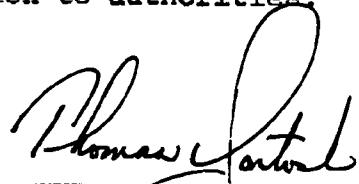
Curwensville  
Cranberry  
EXHIBIT "B"

Butler  
Grove City

Muncy

VERIFICATION

I, Thomas Yontosh, Corporate Credit Manager for LEZZER CASH & CARRY of CURWENSVILLE, INC., Plaintiff, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Thomas Yontosh,  
Corporate Credit Manager for  
LEZZER CASH & CARRY of  
CURWENSVILLE, INC.

Date:

3/11/02

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.

LEZZER CASH & CARRY OF  
CURWENSVILLE, INC.,  
Plaintiff

-vs-

WILLIAM C. MCCRACKEN and  
DONNA M. MCCRACKEN, t/d/b/a  
B & C HOME IMPROVEMENTS,  
Defendant

COMPLAINT IN CONFESSION OF  
JUDGMENT

FILED

10:20 AM  
MAR 12 2002

\*20.00

*Shaw*  
William A. Shaw  
Prothonotary

Statement to Atty  
10cc & Notice to W. McCracker  
10cc & Notice to L. McCracker

LAW OFFICES  
GATES & SEAMAN

2 NORTH FRONT STREET  
P.O. BOX 846  
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

**COPY**

Lezzer Cash & Carry of Curwensville, Inc.  
Plaintiff(s)

No.: 2002-00368-CD

Real Debt: \$1,961.59

Atty's Comm:

Vs. Costs: \$

Int. From:

William C. McCracken and  
Donna M. McCracken, t/d/b/a  
B & C Home Improvements  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: March 12, 2002

Expires: March 12, 2007

Certified from the record this 12th day of March, 2002.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LEZZER CASH & CARRY of	:	
CURWENSVILLE, INC.,	:	
Plaintiff	:	
vs.	:	No. 02- 308 -CD
WILLIAM C. McCACKEN and DONNA M.	:	
McCRACKEN, t/d/b/a B & C HOME	:	
IMPROVEMENTS,	:	
Defendants	:	

TO: Donna M. McCracken  
R. R. #1, Box 327  
West Decatur, PA 16878

Notice is given that a JUDGMENT in the above captioned  
matter has been entered against you in the amount of  
\$ 1,961.59 on March 12, 2002.

William A. Shaw, Prothonotary

By \_\_\_\_\_  
Deputy

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LEZZER CASH & CARRY of	:	
CURWENSVILLE, INC.,	:	
Plaintiff	:	
vs.	:	No. 02- 368 -CD
WILLIAM C. McCACKEN and DONNA M.	:	
McCACKEN, t/d/b/a B & C HOME	:	
IMPROVEMENTS,	:	
Defendants	:	

TO: William C. McCracken  
R. R. #1, Box 327  
West Decatur, PA 16878

Notice is given that a JUDGMENT in the above captioned  
matter has been entered against you in the amount of  
\$ 1,961.59 on March 12, 2002.

William A. Shaw, Prothonotary

By \_\_\_\_\_  
Deputy