

03-1294-LJ
LEZZER LUMBER, INC. vs. MARTIN J. MOORE et al

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

LEZZER LUMBER, INC., :
A Pennsylvania Corporation, :
Plaintiff :
:
vs. : No. D 3 12 94 - C 0
:
MARTIN J. MOORE, an individual, :
JAMES T. KYLER, an individual, :
and MARTIN J. MOORE and JAMES T. :
KYLER, t/d/b/a MOORE & KYLER :
CONTRACTING, INC., :
Defendants, :
:

CONSENT JUDGMENT NOTE

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

SEP 02 2003

William A. Shaw
Prothonotary

CONSENT JUDGMENT

\$5,000.00

September 2nd, 2003

We, MARTIN J. MOORE and JAMES T. KYLER, President and
Secretary/Treasurer t/d/b/a Moore & Kyler Contracting Inc. of 320 High Street,
Clearfield, Clearfield County, Pennsylvania 16830, jointly and severally, promise
to pay to the order of Lezzer Lumber Inc. of Schofield Street, P.O. Box 217,
Curwensville, Clearfield County, Pennsylvania, the sum of Five Thousand
(\$5,000.00) Dollars without offset, for value received.

And further, we do hereby jointly and severally authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter Judgment against us in favor of any holder of this note for the above sum with costs of suit, release of errors, without stay of execution and with fifteen (15%) percent added as a reasonable attorney's fee, and we hereby waive and release all benefit and relief from any appraisement, stay or exemption of laws of any state now in force or hereafter to be passed.

WITNESS:

WITNESS.



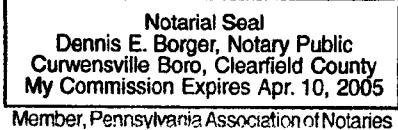
Marty Moore
Martin J. Moore
James T. Kyler
James T. Kyler

COMMONWEALTH OF PENNSYLVANIA ;
Ss
COUNTY OF CLEARFIELD ;

On this 2nd, day of September, 2003, before me the undersigned officer, personally appeared, MARTIN J. MOORE and JAMES T. KYLER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose 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



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

Lezzer Lumber Co.

Plaintiff(s)

No.: 2003-01294-CD

Real Debt: \$5,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Martin J. Moore

Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: September 2, 2003

Expires: September 2, 2008

Certified from the record this 2nd day of September, 2003

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

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

LEZZER LUMBER, INC.,	:	
A Pennsylvania Corporation,	:	
Plaintiff	:	
vs.	:	No.
MARTIN J. MOORE, an individual,	:	
JAMES T. KYLER, an individual,	:	
and MARTIN J. MOORE and JAMES T.	:	
KYLER, t/d/b/a MOORE & KYLER	:	
CONTRACTING, INC.,	:	
Defendants,	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$5,000.00 plus interest and costs on Sept 2, 2003.

Prothonotary,



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

LEZZER LUMBER, INC., :
A Pennsylvania Corporation, :
Plaintiff :
:
vs. : No. 2003-1294-CD
:
MARTIN J. MOORE, an individual, :
JAMES T. KYLER, an individual, :
And MARTIN J. MOORE and JAMES :
T. KYLER t/d/b/a MOORE & KYLER :
CONTRACTING, INC., :
Defendants :
:

pd \$20.00 Atty
FILED 0/3:45 LM acc to Atty
AUG 07 2008 K. Kubista
2 Writ to Sheriff

William A. Shaw
Prothonotary/Clerk of Court

PRAECIPE FOR WRIT OF REVIVAL

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
Clearfield, PA 16830
(814) 765-8972

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

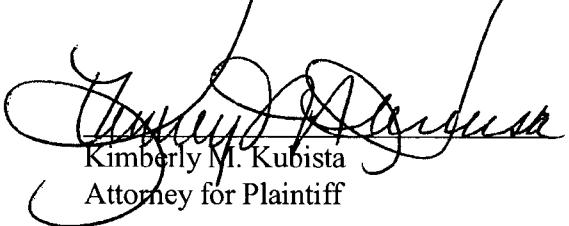
LEZZER LUMBER, INC., :
A Pennsylvania Corporation, :
Plaintiff :
:
vs. : No. 2003-1294-CD
:
MARTIN J. MOORE, an individual, :
JAMES T. KYLER, an individual, :
And MARTIN J. MOORE and JAMES :
T. KYLER t/d/b/a MOORE & KYLER :
CONTRACTING, INC., :
Defendants :
:

PRAECIPE FOR WRIT OF REVIVAL OF JUDGMENT

TO THE PROTHONOTARY:

Issue writ of revival of lien of judgment entered in the Court of Common Pleas of Clearfield County to No. 2003-01294-CD and enter it in the judgment index against Defendants in the amount of \$5,000.00 plus interest, attorneys fees and costs.

BELIN, KUBISTA & RYAN LLP


Kimberly M. Kubista
Attorney for Plaintiff

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

LEZZER LUMBER, INC.,
A Pennsylvania Corporation,
Plaintiff
vs.
MARTIN J. MOORE, an individual,
JAMES T. KYLER, an individual,
And MARTIN J. MOORE and JAMES
T. KYLER t/d/b/a MOORE & KYLER
CONTRACTING, INC.,
Defendants

No. 2003-1294-CD

COPY

WRIT OF REVIVAL

To: MARTIN J. MOORE and JAMES T. KYLER
t/d/b/a MOORE & KYLER CONTRACTING, INC.
320 High Street
Clearfield, PA 16830

You are notified that the Plaintiff has commenced a proceeding to revive the lien of the judgment entered in the Court of Common Pleas of Clearfield County, Pennsylvania to No. 2003-01294-CD.

The Plaintiff claims that the amount due and unpaid is \$5,000.00 plus interest, attorneys fees and costs.

You are required within twenty (20) days after service of this writ to file an answer or otherwise plea to this writ. If you fail to do so judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important rights.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator
Clearfield County Courthouse
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 1300

Date: August 7, 2008

Prothonotary

Lm

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 03-1294-CD

LEZZER LUMBER, INC. A Pennsylvania Corporation

vs SERVICE # 1 OF 2

MARTIN J. MOORE an Individual, JAMES T. KYLER, an individual, and MARTIN J. MOORE and
JAMES T. KYLER t/d/b/a MOORE & KYLER CONTRACTING, INC.

WRIT OF REVIVAL

SERVE BY: 09/06/2008 HEARING: PAGE: 104514

DEFENDANT: MARTIN J. MOORE ind. & t/d/b/a MOORE & KYLER CONTRACTING, INC.

ADDRESS: 320 HIGH ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 8/13/08 AT 1115 AM PM SERVED THE WITHIN

WRIT OF REVIVAL ON MARTIN J. MOORE ind. & t/d/b/a MOORE & KYLER CONTRACTING, INC., DEFENDANT
BY HANDING TO Martin Moore owner

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 320 High st. Clearfield Pa 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL FOR MARTIN J. MOORE ind. & t/d/b/a MOORE & KYLER CONTRACTING, INC.

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MARTIN J. MOORE ind. & t/d/b/a MOORE & KYLER CONTRACTING, INC.

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter

Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 03-1294-CD

LEZZER LUMBER, INC. A Pennsylvania Corporation

vs
MARTIN J. MOORE an Individual, JAMES T. KYLER, an individual, and MARTIN J. MOORE and
JAMES T. KYLER t/d/b/a MOORE & KYLER CONTRACTING, INC.
WRIT OF REVIVAL

SERVE BY: 09/06/2008 HEARING: 104514

DEFENDANT: JAMES T. KYLER ind & t/d/b/a MOORE & KYLER CONTRACTING, INC.

ADDRESS: 320 HIGH ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 8/13/08 AT 1116 AM / PM SERVED THE WITHIN

WRIT OF REVIVAL ON JAMES T. KYLER ind & t/d/b/a MOORE & KYLER CONTRACTING, INC., DEFENDANT
BY HANDING TO Martin Moore, owner

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 320 High st. Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL FOR JAMES T. KYLER ind & t/d/b/a MOORE & KYLER CONTRACTING, INC.

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JAMES T. KYLER ind & t/d/b/a MOORE & KYLER CONTRACTING, INC.

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

RECEIVED
AUG 13 2008

0/3:30 AM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104514
NO: 03-1294-CD
SERVICES 2
WRIT OF REVIVAL

PLAINTIFF: LEZZER LUMBER, INC. A Pennsylvania Corporation

vs.

DEFENDANT: MARTIN J. MOOREan Individual, JAMES T. KYLER, an individual, and MARTIN J. MOORE and JAMES T. KYLER t/d/b/a MOORE & KYLER CONTRACTING, INC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BELIN	25290	20.00
SHERIFF HAWKINS	BELIN	25290	26.42

S FILED
0/9.00cm
JAN 06 2008
(JCH)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

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

LEZZER LUMBER, INC.,
A Pennsylvania Corporation,
Plaintiff

vs.

No. 2003-1294-CD

MARTIN J. MOORE, an individual,
JAMES T. KYLER, an individual,
And MARTIN J. MOORE and JAMES
T. KYLER t/d/b/a MOORE & KYLER
CONTRACTING, INC.,
Defendants

**PRAECIPE TO ENTER
JUDGMENT**

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN, KUBISTA RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830

(814) 765-8972

FILED
1/3/31/09
JAN 08 2009
to Atty Kubista
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Def.

(b)10

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

LEZZER LUMBER, INC.,
A Pennsylvania Corporation,
Plaintiff

vs.

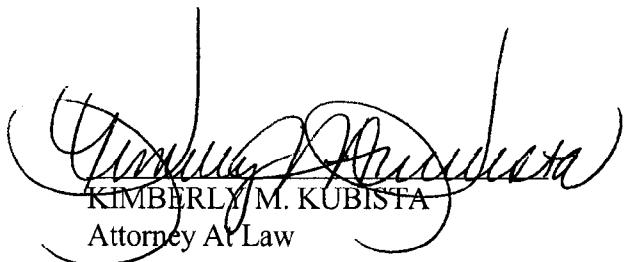
No. 2003-1294-CD

MARTIN J. MOORE, an individual,
JAMES T. KYLER, an individual,
And MARTIN J. MOORE and JAMES
T. KYLER t/d/b/a MOORE & KYLER
CONTRACTING, INC.,
Defendants

PRAECIPE TO ENTER JUDGMENT

TO: PROTHONOTARY

Please enter Judgment against Defendants, Martin J. Moore, James T. Kyler and
Martin J. Moore and James T. Kyler t/d/b/a Moore & Kyler Contracting, Inc., pursuant to Writ of
Revival, in reference to the above-captioned case in the amount of \$5,000.00 plus interest,
attorneys fees and costs.



KIMBERLY M. KUBISTA
Attorney At Law

Date: 1-8-09

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

LEZZER LUMBER, INC.,
A Pennsylvania Corporation,
Plaintiff

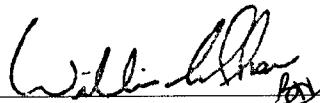
vs.

No. 2003-1294-CD

MARTIN J. MOORE, an individual,
JAMES T. KYLER, an individual,
And MARTIN J. MOORE and JAMES
T. KYLER t/d/b/a MOORE & KYLER
CONTRACTING, INC.,
Defendants

Notice is given that a JUDGMENT in the above captioned matter has been entered
against you, the Defendants, in the amount of \$5,000.00 on January 8, 2009.

Prothonotary,



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

Lezzer Cash & Carry
Plaintiff(s)

No.: 2003-01294-CD

Real Debt: \$5,000.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Martin J. Moore
James T. Kyler
Moore & Klyer Contracting, Inc.
Defendant(s)

Entry: \$

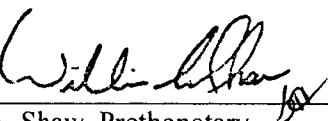
Instrument: Judgment on Revival

Date of Writ of Revival: August 7, 2008

Date of Judgment: January 8, 2009

Expires: August 7, 2013

Certified from the record this 8th day of January, 2009.



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

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

LEZZER CASH & CARRY, INC., :
Plaintiff :
vs. :
No. 2003-01294-CD
MARTIN J. MOORE, JAMES T. KYLER, :
MOORE & KYLER CONTRACTING, :
INC. :
Defendants :
:

PRAECIPE TO SATISFY

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

KUBISTA & RYAN LLP
202 South Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

pd \$700 Atty
01044cm
S OCT 27 2014 5CC Atty
Ryan
RECEIVED
CLEARFIELD COUNTY
CLERK'S OFFICE

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

LEZZER CASH & CARRY, INC.,
Plaintiff

vs. : No. 2003-01294-CD

MARTIN J. MOORE, JAMES T. KYLER,
MOORE & KYLER CONTRACTING,
INC.

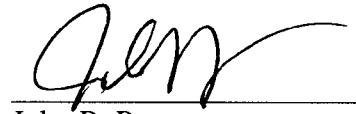
Defendants

PRAECIPE TO SATISFY

TO THE PROTHONOTARY:

Please mark the judgment entered in the above-captioned action satisfied.

KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiff