

07-621-CD  
Lezzer Lumber vs Torr. & Bern al

Lezzer Lumber vs Torrell & Bernardo  
2007-621-CD

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

LEZZER LUMBER, INC.,  
A Pennsylvania Corporation  
Plaintiff

vs.

TORRELL & BERNARDO LAND  
CORPORATION, a Pennsylvania  
Corporation  
Defendant

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No. 07-621-CD

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

FILED  
07/10/07  
APR 20 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y pd. 20.00  
Notice to Def.  
Statement to  
Att'y

JUDGMENT NOTE

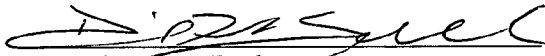
\$250,000.00

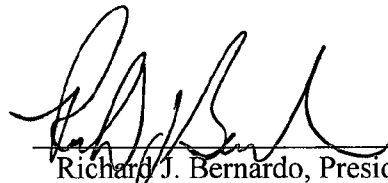
April 17, 2007

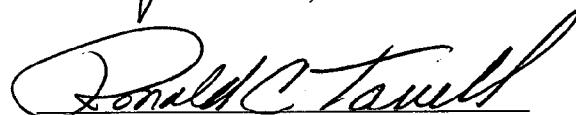
THAT WE, TORRELL & BERNARDO LAND CORPORATION, a Pennsylvania Corporation, of 130 McCracken Run Road, Dubois, Pennsylvania 15801, having a debt owed to Lezzer Lumber Inc. of Dubois, Pennsylvania, in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars.

That we promise to pay to the order of Lezzer Lumber Inc. the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars, our debt owed to said corporation, upon sale of land owned by Torrell & Bernardo Land Corporation.

And further, we, TORRELL & BERNARDO LAND CORPORATION, a Pennsylvania Corporation, authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and 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 \$500.00 added as a reasonable attorney's fee, and we hereby waive and release all benefit and relief from any appraisal, stay or exemption of laws of any state now in force or hereafter to be passed.

  
Witness to Both

  
Richard J. Bernardo, President

  
Ronald C. Torrell, Secretary

COMMONWEALTH OF PENNSYLVANIA)  
SS  
COUNTY OF CLEARFIELD )

On this 17 day of April 2007, before me the undersigned officer, personally  
Appeared RONALD C. TORRELL, known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the within instrument and acknowledged that he 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.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dennis E. Borger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
SS  
COUNTY OF CLEARFIELD )

On this 17 day of April 2007, before me the undersigned officer, personally  
Appeared RICHARD J. BERNARDO, known to me (or satisfactorily proven) to be the  
person whose name is subscribed to the within instrument and acknowledged that he  
executed the same for the purpose therein contained.

In witness, whereof I hereunto set my hand and notarial seal the day and year first  
written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dennis E. Borger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009  
Member, Pennsylvania Association of Notaries

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

61-1113

APR 20 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

LEZZER LUMBER, INC.,  
A Pennsylvania Corporation  
Plaintiff

vs.

TORRELL & BERNARDO LAND  
CORPORATION, A Pennsylvania  
Corporation  
Defendant

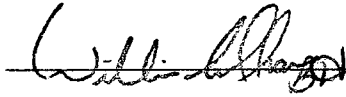
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No. 07-621-CD

COPY

Notice is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$250,000.00 on April 20, 2007.

Prothonotary,

  
\_\_\_\_\_

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

COPY

Lezzer Lumber, Inc.  
Plaintiff(s)

No.: 2007-00621-CD

Real Debt: \$250,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Torrell & Bernardo Land Corporation  
Defendant(s)

Entry: \$20.00

Instrument: Judgment Note

Date of Entry: April 20, 2007

Expires: April 20, 2012

Certified from the record this 20th day of April, 2007.



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.

TORRELL & BERNARDO LAND  
CORPORATION, a Pennsylvania  
Corporation,  
Defendant

No. 07-621 C.D.

Type of Pleading: Partial Release  
of Mortgaged Premises from Judgment  
Note

Filed on behalf of: Torrell & Bernardo  
Land Corporation, Defendant

Counsel of Record for this party:

THE HOPKINS LAW FIRM

DAVID J. HOPKINS, Esquire  
Attorney at Law  
Supreme Court No. 42519

LEA ANN HELTZEL, Esquire,  
Attorney at Law  
Supreme Court No. 83998

100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 20 2007

09:50(w)  
William A. Shaw  
Prothonotary/Clerk of Courts

1 sent to

ATTY  
Lawrence



**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

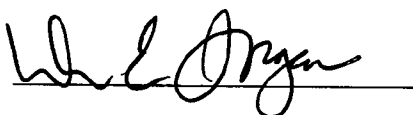
NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" from the encumbrance of the Judgment Note set forth above.

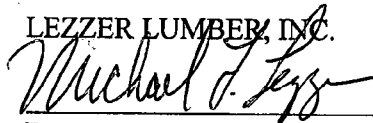
TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 31<sup>st</sup> day of August 2007.

Signed, Sealed, and Delivered in Presence of:



LEZZER LUMBER, INC.  
  
By: \_\_\_\_\_ [Seal]

Commonwealth of Pennsylvania )  
 ) ss:  
County of Clearfield )

On this, the 31<sup>st</sup> day of August 2007, before me, the undersigned officer, personally appeared MICHAEL F. LEZZER, who acknowledged himself to be the PRESIDENT of LEZZER LUMBER, INC., and that he as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as PRESIDENT.

In witness whereof, I have hereunto set my hand and official seal.

**My Commission Expires:**

APRIL 10, 2009

  
\_\_\_\_\_  
Notary Public

**Notary Public**

**COMMONWEALTH OF PENNSYLVANIA**

**Notarial Seal**  
**Dennis E. Borger, Notary Public**  
**Cunwensville Boro, Clearfield County**  
**My Commission Expires Apr. 10, 2009**

**Member, Pennsylvania Association of Notaries**

## **Exhibit "A"**

ALL that certain piece, parcel or tract of land lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the southerly right-of-way line of McCracken Run Road, Being also the northeast corner of Lot No. 39 in the Coke Hill Estates Subdivision;

THENCE by the southerly right-of-way line of McCracken Run Road by a curve to the right having a radius of 1,475.00 feet, a bearing of North  $51^{\circ} 37' 20''$  East with a chord distance of 100.00 feet to an iron pin, being also the northwest corner of Lot No. 41;

THENCE by the westerly line of Lot No. 41 in the Coke Hill Estates Subdivision South  $31^{\circ} 56' 18''$  East 397.42 feet to an iron pin in the land of David C. DuBois being also the City of DuBois and Sandy Township division line;

THENCE by the line of land of David C. DuBois South  $58^{\circ} 44' 53''$  West 101.35 feet to an iron pin the southeast corner of Lot No. 39;

THENCE by the easterly line of Lot No. 39 in the Coke Hill Estates Subdivision North  $31^{\circ} 38' 40''$  West 384.99 feet to an iron pin and the place of beginning.

CONTAINING 39,254 square feet or 0.90 acre, more or less, and being known as Lot No. 40 in the Coke Hill Estates Subdivision in the City of DuBois, Clearfield County, Pennsylvania.

07-621-CD

## PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

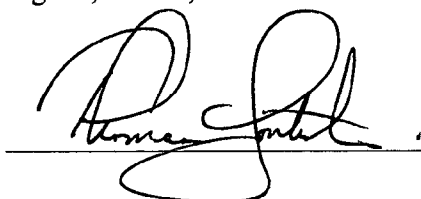
NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

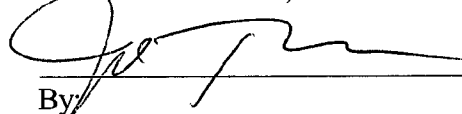
PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 24 day of March, 2008.

Signed, Sealed, and Delivered in Presence of:



LEZZER LUMBER, INC.

 [Seal]  
By:

**FILED** Any Hopkins  
013-2464 Ad. 7.00  
APR 01 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
No cc

### **Exhibit "A"**

ALL that certain piece or parcel of land situated in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING AT AN IRON PIN IN THE Westerly line of Tower Lane, being also the Southeast corner of Lot No 4;

THENCE by the Westerly line of Tower Lane by a curve to the left with a 75 foot radius, having a chord of S 47-21-38 E 25.64 feet to an iron pin;

THENCE still by Tower Lane S57-12-08E 78.72 feet to an iron pin in the Northeast corner of Lot No 2;

THENCE by the Northerly line of Lot No 2 S 33-00-36 W 150.00 to an iron pin in the Easterly line of land of A.B. Chittester, et ux;

THENCE by the Easterly line of land of A.B. Chittester, et ux and partly by land of A. Wayne N 57-12-08 W 104.00 feet to an iron pin in the Southwest corner of Lot No 4;

THENCE by the Southerly line of land of Lot No 4 N 33-00-36 E 154.38 feet to an iron pin and the place of beginning.

CONTAINING 15,636 sq. ft. = 0.36 acres, more or less.

Commonwealth of Pennsylvania )

County of Clearfield )

On this, the 24 day of March 2008, before me, the undersigned officer, personally appeared JOEL TROXELL, who acknowledged himself to be the Controller of LEZZER LUMBER, INC., and that he as such Controller, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as Controller.

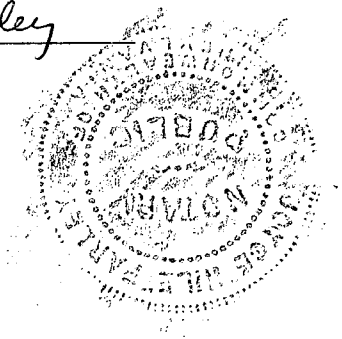
In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:

**COMMONWEALTH OF PENNSYLVANIA**  
**Notarial Seal**  
 Joyce Hile Farley, Notary Public  
 Curwensville Boro, Clearfield County  
 My Commission Expires Oct. 1, 2009

**Member, Pennsylvania Association of Notaries**

Joyce Hill Farley  
Notary Public



**FILED**

O 1:55PM BK NO CL  
JUN 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**PARTIAL RELEASE OF JUDGMENT LIEN**

FROM: LEZZER LUMBER

Releasor

DATE OF JUDGMENT:

APRIL 20, 2008

CAPTION NO. FOR JUDGMENT:

2007-621-C.D.

TO: TORRELL AND BERNARDO  
LAND CORPORATION

Releasee

AMOUNT OF JUDGMENT:

\$667,808.46

**WHEREAS**, on April 20, 2008, judgment was entered in the amount of \$667,808.46 in favor of **LEZZER LUMBER** and against **TORRELL AND BERNARDO LAND CORPORATION**, a Pennsylvania business corporation, in the Court of Common Pleas of the Clearfield County, Pennsylvania, as of 2007-622-C.D. ("judgment"); and

**WHEREAS**, **TORRELL AND BERNARDO LAND CORPORATION**, were the owners of the following described property situate in the City of Du Bois, Clearfield County, Pennsylvania, at the time of entry of the judgment:

**ALL** that certain unit, designated as Unit 6-A Amanda Court Condominiums, situated on that certain piece, parcel or lot of land in the City of Du Bois, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

**BEGINNING** at an iron pin in the westerly right-of-way of McCracken Run Road, being also the southeast corner of Lot No. 24 in the Coke Hill Estate Subdivision; thence by the westerly right-of-way line of McCracken Run Road by a curve to the left having a radius of 1525.00 feet, a bearing of South 13 degrees 16 minutes 52 seconds West with a chord distance of 123.00 feet to an iron pin; thence by a curve to the right having a radius of 25.0 feet, a bearing of South 58 degrees 22 minutes 44 seconds West with a chord distance of 36.82 feet to an iron pin in the northerly right-of-way line of Amanda Court; thence by the northerly line of

Amanda Court North 74 degrees 10 minutes 24 seconds West, 120.29 feet to an iron pin; thence by same by a curve to the right having a radius of 25.00 feet, a bearing of North 46 degrees 08 minutes 13 seconds West with a chord distance of 23.62 feet to an iron pin; thence still by same by a curve to the left having a radius of 65.00 feet, a bearing of North 50 degrees 10 minutes 35 seconds West with a chord distance of 69.38 feet to an iron pin the southeast corner of Lot No. 25 in the Coke Hill Estate Subdivision; thence by the easterly line of Lot No. 25 North 07 degrees 34 minutes 10 seconds East 111.83 feet to an iron pin the southwest corner of Lot No. 24 in the Coke Hill Estates Subdivision; thence by the southerly line of Lot No. 24 South 74 degrees 10 minutes 24 seconds East 239.97 feet to an iron pin and the place of beginning.

**CONTAINING** 33,658 sq. ft. = 0.77 acre more or less.

**EXCEPTING AND RESERVING** a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility line's along and adjacent to the road right-of-way.

**BEING** the same premises known as Lots 30 and 31 in the Coke Hill Estates Subdivision Plan approved by the City of Du Bois.

**UNDER AND SUBJECT, NEVERTHELESS,** to all exceptions, reservations and restrictions contained in prior deeds of conveyance.

**AS DESIGNATED** in the Declaration of Condominium for Amanda Court Condominiums, dated June 18, 2007 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument Number 200710185, and the plats and plans, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Exhibits B & C to the aforesaid Declaration of Condominium for Amanda Court Condominiums.

**TOGETHER WITH** all right, title and interest appurtenant to Unit 6-A, being an undivided one-fifth (20%) interest in and to the Common Elements as set forth in the above Declaration; and together with the right to use and enjoy any Limited Common Elements, as designated in the above Declaration.

**FURTHER UNDER AND SUBJECT** to the covenants and provision of the aforesaid Declaration of Condominiums for Amanda Court Condominiums.

**BEING** part of the same premises which became vested in the Grantors herein by deed of Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, dated February 20, 1997 and recorded in Clearfield County



Deed and Records Book 1821 page 303. **ALSO BEING** the same premises which became vested in the Grantees herein by deed of Torrell and Bernardo Land Corp., dated January 4, 2007 and recorded in Clearfield County as Instrument Number 200700436.

Said Coke Hill Estates Subdivision is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Map # 1109, Instrument No. 1995-04509.

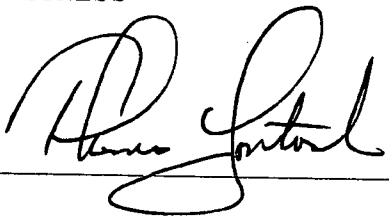
**WHEREAS**, the judgment presently operates as a lien on the above-described property of **TORRELL AND BERNARDO LAND CORPORATION** of which became vested with title to the aforementioned property by deed of Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, dated February 20, 1997 and recorded in Clearfield County Deed and Records Book 1821 page 303. **ALSO BEING** the same premises which became vested in the Grantees herein by deed of Torrell and Bernardo Land Corp., dated August 11, 2005 and recorded in Clearfield County as Instrument Number 200513563.

**NOW, THEREFORE**, at the request of **TORRELL AND BERNARDO LAND CORPORATION** and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and intending to be legally bound, **LEZZER LUMBER** does, for it, its successors and assigns, covenant, promise, and agree with **TORRELL AND BERNARDO LAND CORPORATION**, its successors and assigns, affiliates or any of them, that it will not attach or levy upon, sell or dispose of, claim or demand the above-described property, in or as a result of the judgment, or assert or claim any estate therein; and further releases the lien of the judgment only on the above-described property, in order that

**TORRELL AND BERNARD LAND CORPORATION**, its affiliates, successors and assigns, or any of them, shall and may hereafter hold, own and possess the above-described property free and clear from the judgment; provided, however, that nothing herein contained shall invalidate the lien or security of the judgment upon any other property of **TORRELL AND BERNARDO LAND CORPORATION** in Clearfield County or elsewhere.

**IN WITNESS WHEREOF**, I have set my hand and seal this 10 day of June, 2008.

WITNESS

  
\_\_\_\_\_

LEZZER LUMBER

BY

  
\_\_\_\_\_  
Controller

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF CLEARFIELD :

On this, the 10th day of June, 2008, before me, a Notary Public, the undersigned officer, personally appeared JOEL TROXELL, who acknowledges himself to be Controller., of **LEZZER LUMBER**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document and he as such officer being authorized to do so, acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Dennis E. Berger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009

Member, Pennsylvania Association of Notaries

Dennis E. Berger  
Notary Public

**PARTIAL RELEASE OF JUDGMENT LIEN**

**FILED**

01:43 PM  
AUG 08 2008  
Amy Hopkins  
pd. 7.00  
William A. Shaw  
Prothonotary/Clerk of Courts

FROM: LEZZER LUMBER

Releasor

DATE OF JUDGMENT:

APRIL 20, 2008

CAPTION NO. FOR JUDGMENT:

2007-621-C.D.

TO: TORRELL AND BERNARDO  
LAND CORPORATION

Releasee

AMOUNT OF JUDGMENT:

\$667,808.46

**WHEREAS**, on April 20, 2008, judgment was entered in the amount of \$667,808.46 in favor of **LEZZER LUMBER** and against **TORRELL AND BERNARDO LAND CORPORATION**, a Pennsylvania business corporation, in the Court of Common Pleas of the Clearfield County, Pennsylvania, as of 2007-622-C.D. ("judgment"); and

**WHEREAS**, **TORRELL AND BERNARDO LAND CORPORATION**, were the owners of the following described property situate in the City of Du Bois, Clearfield County, Pennsylvania, at the time of entry of the judgment:

**ALL** that certain unit, designated as Unit 6-C Amanda Court Condominiums, situated on that certain piece, parcel or lot of land in the City of Du Bois, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

**BEGINNING** at an iron pin in the westerly right-of-way of McCracken Run Road, being also the southeast corner of Lot No. 24 in the Coke Hill Estate Subdivision; thence by the westerly right-of-way line of McCracken Run Road by a curve to the left having a radius of 1525.00 feet, a bearing of South 13 degrees 16 minutes 52 seconds West with a chord distance of 123.00 feet to an iron pin; thence by a curve to the right having a radius of 25.0 feet, a bearing of South 58 degrees 22 minutes 44 seconds West with a chord distance of 36.82 feet to an iron pin in the northerly right-of-way line of Amanda Court; thence by the northerly line of

Amanda Court North 74 degrees 10 minutes 24 seconds West, 120.29 feet to an iron pin; thence by same by a curve to the right having a radius of 25.00 feet, a bearing of North 46 degrees 08 minutes 13 seconds West with a chord distance of 23.62 feet to an iron pin; thence still by same by a curve to the left having a radius of 65.00 feet, a bearing of North 50 degrees 10 minutes 35 seconds West with a chord distance of 69.38 feet to an iron pin the southeast corner of Lot No. 25 in the Coke Hill Estate Subdivision; thence by the easterly line of Lot No. 25 North 07 degrees 34 minutes 10 seconds East 111.83 feet to an iron pin the southwest corner of Lot No. 24 in the Coke Hill Estates Subdivision; thence by the southerly line of Lot No. 24 South 74 degrees 10 minutes 24 seconds East 239.97 feet to an iron pin and the place of beginning.

**CONTAINING** 33,658 sq. ft. = 0.77 acre more or less.

**EXCEPTING AND RESERVING** a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility line's along and adjacent to the road right-of-way.

**BEING** the same premises known as Lots 30 and 31 in the Coke Hill Estates Subdivision Plan approved by the City of Du Bois.

**UNDER AND SUBJECT, NEVERTHELESS,** to all exceptions, reservations and restrictions contained in prior deeds of conveyance.

**AS DESIGNATED** in the Declaration of Condominium for Amanda Court Condominiums, dated June 18, 2007 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument Number 200710185, and the plats and plans, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Exhibits B & C to the aforesaid Declaration of Condominium for Amanda Court Condominiums.

**TOGETHER WITH** all right, title and interest appurtenant to Unit 6-C, being an undivided one-fifth (20%) interest in and to the Common Elements as set forth in the above Declaration; and together with the right to use and enjoy any Limited Common Elements, as designated in the above Declaration.

**FURTHER UNDER AND SUBJECT** to the covenants and provision of the aforesaid Declaration of Condominiums for Amanda Court Condominiums.

**BEING** part of the same premises which became vested in the Grantors herein by deed of Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, dated February 20, 1997 and recorded in Clearfield County

Deed and Records Book 1821 page 303. **ALSO BEING** the same premises which became vested in the Grantees herein by deed of Torrell and Bernardo Land Corp., dated January 4, 2007 and recorded in Clearfield County as Instrument Number 200700436.

Said Coke Hill Estates Subdivision is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Map # 1109, Instrument No. 1995-04509.

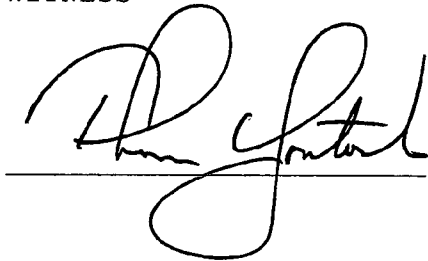
**WHEREAS**, the judgment presently operates as a lien on the above-described property of **TORRELL AND BERNARDO LAND CORPORATION** of which became vested with title to the aforementioned property by deed of Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, dated February 20, 1997 and recorded in Clearfield County Deed and Records Book 1821 page 303. **ALSO BEING** the same premises which became vested in the Grantees herein by deed of Torrell and Bernardo Land Corp., dated August 11, 2005 and recorded in Clearfield County as Instrument Number 200513563.

**NOW, THEREFORE**, at the request of **TORRELL AND BERNARDO LAND CORPORATION** and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and intending to be legally bound, **LEZZER LUMBER** does, for it, its successors and assigns, covenant, promise, and agree with **TORRELL AND BERNARDO LAND CORPORATION**, its successors and assigns, affiliates or any of them, that it will not attach or levy upon, sell or dispose of, claim or demand the above-described property, in or as a result of the judgment, or assert or claim any estate therein; and further releases the lien of the judgment only on the above-described property, in order that

**TORRELL AND BERNARDOLAND CORPORATION**, its affiliates, successors and assigns, or any of them, shall and may hereafter hold, own and possess the above-described property free and clear from the judgment; provided, however, that nothing herein contained shall invalidate the lien or security of the judgment upon any other property of **TORRELL AND BERNARDOLAND CORPORATION** in Clearfield County or elsewhere.

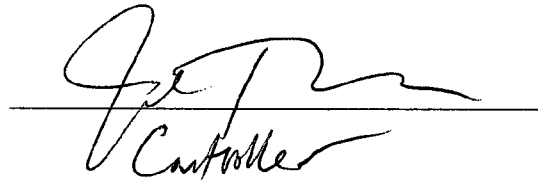
**IN WITNESS WHEREOF**, I have set my hand and seal this 10 day of June, 2008.

WITNESS

A handwritten signature in cursive script, appearing to read "D. G. Gontard", written over a horizontal line.

LEZZER LUMBER

BY

A handwritten signature in cursive script, appearing to read "J. P. Controller", written over a horizontal line.

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF CLEARFIELD :

On this, the 10<sup>th</sup> day of June, 2008, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_  
JOEL TROXELL, who acknowledges himself to be  
CONTROLLER, of **LEZZER LUMBER**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document and he as such officer being authorized to do so, acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Dennis E. Borger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009  
Member, Pennsylvania Association of Notaries

Dennis E. Borger  
Notary Public



**FILED**

AUG 22 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**PARTIAL RELEASE OF JUDGMENT LIEN**

FROM: LEZZER LUMBER

Releasor

DATE OF JUDGMENT:

APRIL 20, 2008

CAPTION NO. FOR JUDGMENT:

2007-621-C.D.

TO: TORRELL AND BERNARDO  
LAND CORPORATION

Releasee

AMOUNT OF JUDGMENT:

\$667,808.46

**WHEREAS**, on April 20, 2008, judgment was entered in the amount of \$667,808.46 in favor of **LEZZER LUMBER** and against **TORRELL AND BERNARDO LAND CORPORATION**, a Pennsylvania business corporation, in the Court of Common Pleas of the Clearfield County, Pennsylvania, as of 2007-622-C.D. ("judgment"); and

**WHEREAS**, **TORRELL AND BERNARDO LAND CORPORATION**, were the owners of the following described property situate in the City of Du Bois, Clearfield County, Pennsylvania, at the time of entry of the judgment:

**ALL** that certain unit, designated as Unit 6-B Amanda Court Condominiums, situated on that certain piece, parcel or lot of land in the City of Du Bois, Clearfield County, Pennsylvania, being bounded and described as follows to wit:

**BEGINNING** at an iron pin in the westerly right-of-way of McCracken Run Road, being also the southeast corner of Lot No. 24 in the Coke Hill Estate Subdivision; thence by the westerly right-of-way line of McCracken Run Road by a curve to the left having a radius of 1525.00 feet, a bearing of South 13 degrees 16 minutes 52 seconds West with a chord distance of 123.00 feet to an iron pin; thence by a curve to the right having a radius of 25.0 feet, a bearing of South 58 degrees 22 minutes 44 seconds West with a chord distance of 36.82 feet to an iron pin in the northerly right-of-way line of Amanda Court; thence by the northerly line of

Amanda Court North 74 degrees 10 minutes 24 seconds West, 120.29 feet to an iron pin; thence by same by a curve to the right having a radius of 25.00 feet, a bearing of North 46 degrees 08 minutes 13 seconds West with a chord distance of 23.62 feet to an iron pin; thence still by same by a curve to the left having a radius of 65.00 feet, a bearing of North 50 degrees 10 minutes 35 seconds West with a chord distance of 69.38 feet to an iron pin the southeast corner of Lot No. 25 in the Coke Hill Estate Subdivision; thence by the easterly line of Lot No. 25 North 07 degrees 34 minutes 10 seconds East 111.83 feet to an iron pin the southwest corner of Lot No. 24 in the Coke Hill Estates Subdivision; thence by the southerly line of Lot No. 24 South 74 degrees 10 minutes 24 seconds East 239.97 feet to an iron pin and the place of beginning.

**CONTAINING** 33,658 sq. ft. = 0.77 acre more or less.

**EXCEPTING AND RESERVING** a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility line's along and adjacent to the road right-of-way.

**BEING** the same premises known as Lots 30 and 31 in the Coke Hill Estates Subdivision Plan approved by the City of Du Bois.

**UNDER AND SUBJECT, NEVERTHELESS,** to all exceptions, reservations and restrictions contained in prior deeds of conveyance.

**AS DESIGNATED** in the Declaration of Condominium for Amanda Court Condominiums, dated June 18, 2007 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument Number 200710185, and the plats and plans, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Exhibits B & C to the aforesaid Declaration of Condominium for Amanda Court Condominiums.

**TOGETHER WITH** all right, title and interest appurtenant to Unit 6-B, being an undivided one-fifth (20%) interest in and to the Common Elements as set forth in the above Declaration; and together with the right to use and enjoy any Limited Common Elements, as designated in the above Declaration.

**FURTHER UNDER AND SUBJECT** to the covenants and provision of the aforesaid Declaration of Condominiums for Amanda Court Condominiums.

**BEING** part of the same premises which became vested in the Grantors herein by deed of Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, dated February 20, 1997 and recorded in Clearfield County

Deed and Records Book 1821 page 303. **ALSO BEING** the same premises which became vested in the Grantees herein by deed of Torrell and Bernardo Land Corp., dated January 4, 2007 and recorded in Clearfield County as Instrument Number 200700436.

Said Coke Hill Estates Subdivision is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Map # 1109, Instrument No. 1995-04509.

**WHEREAS**, the judgment presently operates as a lien on the above-described property of **TORRELL AND BERNARDO LAND CORPORATION** of which became vested with title to the aforementioned property by deed of Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, dated February 20, 1997 and recorded in Clearfield County Deed and Records Book 1821 page 303. **ALSO BEING** the same premises which became vested in the Grantees herein by deed of Torrell and Bernardo Land Corp., dated August 11, 2005 and recorded in Clearfield County as Instrument Number 200513563.


**NOW, THEREFORE**, at the request of **TORRELL AND BERNARDO LAND CORPORATION** and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and intending to be legally bound, **LEZZER LUMBER** does, for it, its successors and assigns, covenant, promise, and agree with **TORRELL AND BERNARDO LAND CORPORATION**, its successors and assigns, affiliates or any of them, that it will not attach or levy upon, sell or dispose of, claim or demand the above-described property, in or as a result of the judgment, or assert or claim any estate therein; and further releases the lien of the judgment only on the above-described property, in order that

**TORRELL AND BERNARD LAND CORPORATION**, its affiliates, successors and assigns, or any of them, shall and may hereafter hold, own and possess the above-described property free and clear from the judgment; provided, however, that nothing herein contained shall invalidate the lien or security of the judgment upon any other property of **TORRELL AND BERNARDO LAND CORPORATION** in Clearfield County or elsewhere.


**IN WITNESS WHEREOF**, I have set my hand and seal this 10 day of June, 2008.

WITNESS

LEZZER LUMBER

  
\_\_\_\_\_

BY

  
\_\_\_\_\_  
Controller

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF CLEARFIELD :

On this, the 10<sup>th</sup> day of June, 2008, before me, a Notary Public, the undersigned officer, personally appeared JOEL TROXELL, who acknowledges himself to be Controller., of **LEZZER LUMBER**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document and he as such officer being authorized to do so, acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Dennis E. Borger  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dennis E. Borger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009  
Member, Pennsylvania Association of Notaries

07-621-CD

## PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

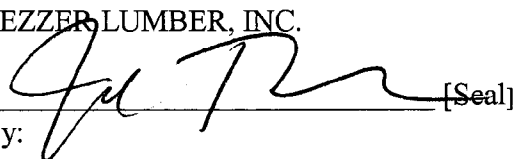
FILED <sup>NOC</sup>  
07-20-08  
SEP 08 2008  
Atty Hopkins  
207.00  
William A. Shaw  
Prothonotary/Clerk of Courts  
610

**Witness** hand and seal, this 29 day of August, 2008.

Signed, Sealed, and Delivered in Presence of:



LEZZER LUMBER, INC.

By:  [Seal]

Commonwealth of Pennsylvania )

:SS:


County of Clearfield )

On this, the 29 day of AUGUST 2008, before me, the undersigned officer, personally appeared JDEL TROXELL, who acknowledged himself to be the COMPTROLLER of LEZZER LUMBER, INC., and that he as such COMPTROLLER, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as COMPTROLLER.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:

April 10, 2009

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dennis E. Borger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009  
Member, Pennsylvania Association of Notaries

### **Exhibit "A"**

ALL that certain piece, parcel or tract of land lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the westerly right-of-way line of McCracken Run Road, being also the northeast corner Lot No. 53 in the Coke Hill Estates Subdivision;

THENCE by the northerly line of Lot No. 53, South  $53^{\circ} 38' 31''$  West 229.87 feet to an iron pin in the center of the pole line of power line right-of-way;

THENCE by the center of the pole line being also 50.0 feet west of power line right-of-way line North  $06^{\circ} 23' 54''$  West 123.63 feet to an iron pin in the southerly right-of-way line of Green Glen Dr.;

THENCE by the southerly right-of-way line of Green Glen Dr. North  $56^{\circ} 00' 00''$  East 25.66 feet to an iron pin;

THENCE by same by a curve to the left having a radius of 300.0 feet, a bearing of North  $40^{\circ} 15' 00''$  East with a chord distance of 176.43 feet to an iron pin;

THENCE still by same by a curve to the right having a radius of 400.0 feet, a bearing of North  $24^{\circ} 50' 16''$  East with a chord distance of 4.42 feet to an iron pin;

THENCE by the Green Glen Dr. intersection with McCracken Run Road a curve to the right having a radius of 25.0 feet, a bearing of South  $80^{\circ} 59' 00''$  East with a chord distance of 47.35 feet to an iron pin in the westerly right-of-way line of McCracken Run Road;

THENCE by the right-of-way line of McCracken Run Road South  $06^{\circ} 21' 30''$  East 132.38 feet to an iron pin and the place of beginning.

CONTAINING 0.64 acres, more or less, and being identified as Lot No. 80 in the Coke Hill Estates Subdivision in the City of DuBois, Pennsylvania.

EXCEPTING and reserving a right-of-way easement fifty (50.0) feet wide for the Power Co. along the westerly property line.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines along and adjacent to the road right-of-ways.

UNDER AND SUBJECT, nevertheless, to the express conditions and restrictions as appear below which Grantees, for themselves, their heirs and assigns, by acceptance of this indenture, agree with the Grantors, their heirs and assigns, that said restrictions and conditions may be amended, expanded, or eliminated, either in part or in entirety from future conveyances by the



Grantors from its lands:

1. No lot shall be used except for single family residential dwelling purposes. All houses built on said premises will contain at least 1,232 square feet of living area. Anything under 1,232 square feet must meet approval of Grantor or its successors or assigns.
2. All dwellings and accessories thereto constructed shall be in accordance with the ordinances in effect as ordained by the City of DuBois except the side set backs shall be ten (10) feet. Any side set back less than ten (10) feet must meet the approval of Grantor, its successors and/or assigns. All accessory building will match the exterior of dwelling, as close as possible. All metal sheds are prohibited.
3. Every owner of a lot in the subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to connect to City of DuBois water and sewer lines and to pay charges for water and sewer services as may be charged by City of DuBois. The application for the said hook-up shall be handled in cooperation with and coordinated through TORRELL and BERNARDO Remodeling and Custom Homes or its successors or assigns.
4. UNDER AND SUBJECT to the condition that all utility lines in the subdivision, including but not limited to electric, gas and telephone cable, must be placed underground.
5. UNDER AND SUBJECT to the condition that construction of a residential structure be commenced within 120 days from the date hereof. It is further understood and agreed that in the event said structure is not commenced within 120 days from the date hereof, the within conveyance shall become null and void and title thereto shall revert to Grantors herein, their heirs and assigns. Grantors herein do agree, however, that in the case of said reversion or retaking, they shall reimburse to the Grantees the original purchase price less any and all amounts expended by them for the transfer taxes, real estate taxes, attorney's fees and closing costs of the original transaction as well as all costs involved in the transfer necessitated by the reversion or retaking. Should Torrell and Bernardo Remodeling and Custom Homes or any successor to Torrell and Bernardo Remodeling and Custom Homes which is owned, operated and/or controlled by Ronald Torrell and/or Richard Bernardo cease the conduct of its business prior to the parties entry of a Construction Contract as set forth herein, the provisions of this paragraph shall be null and void.
6. It is expressly covenanted and agreed by and between the parties hereto that as further consideration of the Grantors conveying the above described premises to Grantees, the Grantees shall within a period of 120 days from the date of conveyance and within sufficient time to comply with the restrictions specifically set forth in No. 5 herein, enter into a contract which shall be prepared by TORRELL and BERNARDO Remodeling and Custom Homes for the construction of at least a shell of a residential dwelling which contract shall specify that all construction of said residential shell, (which will include all excavating, the placement of a cement footer foundation, foundation work, exterior finish and the placement of all interior partitions), shall be completed by TORRELL and BERNARDO Remodeling and Custom Homes. Should Torrell and Bernardo Remodeling and Custom Homes or any successor to Torrell and Bernardo Remodeling and Custom Homes which is owned, operated and/or controlled by Ronald Torrell and Richard Bernardo cease the conduct of its business prior to the parties entry of a Construction Contract as set forth herein, the provisions of this paragraph shall be null and void.

7. After completion of exterior of house, buyer has one year to install yard.

8. It is expressly covenanted and agreed by and between the parties hereto that in the event a contractor or contracting firm other than TORRELL and BERNARDO Remodeling and Custom Homes is hired by Grantees to complete construction of the residential structure or accessories thereto other than said shell construction as set forth in item 6 above, Grantees shall not permit said contractor or contracting firm to at anytime place signs with the name of the contractor or contracting firm or any other means of advertisement by the contractor or contracting firm in the said subdivision.

9. Grantor reserves for itself, its successors and assigns, for the purposes incident to its development of the real property subject to these restrictions a 7.6 foot wide easement along all property boundary lines for the purpose of construction, operation and maintenance of culvert pipes and/or utility lines and mains. Grantor also reserves the right to trim, cut and remove any trees and brush and to locate guide wires and braces wherever necessary for the installation, operation and maintenance together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.

10. On each lot, the rights of way and easements area reserved by Grantor shall be maintained continuously by the lot, owner but no structures, plantings or other material shall be place or permitted to remain or other activities undertake which may damage or interfere with the installation or maintenance of culvert pipes and/or utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided however that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause any encroachment on any other lot in the subdivision. Improvements within such area shall also be maintained by the respective lot owner except for those which a public authority or utility company is responsible.

11. Any other excavation or changing of water tables, besides what is specified in the contract, buyer will be responsible for their own ENS plans.

12. UNDER AND SUBJECT to the condition that Grantee shall not encumber the subject premises or use the same as collateral for any loan unless the grantee is borrowing for the purchase of lot or until such time as they have entered into a contract for the construction of a residential dwellings with TORRELL and BERNARDO Remodeling and Custom Homes and the said lot may only be used as collateral to obtain purchase money for lot and to construct the residential dwelling require by said restrictions. Notwithstanding that said lot may be encumbered to obtain purchase money necessary to complete construction of said shell and residential dwelling in order to comply with restriction more particularly set forth in numbers 1 through 8 herein. When using the lot for collateral to purchase the said lot, the amount may not exceed more than \$16,000.00. After said time period that the residential premises is constructed, this clause concerning restrictions on encumbering same shall be null and void and there shall be no restrictions on encumbering the same.

UNDER AND SUBJECT to all sewer lines in, on, or underlying said premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction or repair of any utility lines which may run on, under, or upon the subject premises.

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**FILED**

DEC 04 2008

William A. Shaw  
Prothonotary/Clerk of CourtsAbsolute Settlement  
paid 7.00ICC Absolute  
Settlement

(610)

**Witness** hand and seal, this 26 day of November, 2008.

Signed, Sealed, and Delivered in Presence of:

G. H. Meyer,

LEZZER LUMBER, INC.

By:

Thomas Yontosh [Seal]

Commonwealth of Pennsylvania )

:SS:

County of Clearfield )

On this, the 26 day of November 2008, before me, the undersigned officer, personally appeared THOMAS YONTOSH, who acknowledged himself to be the CREDIT MANAGER of LEZZER LUMBER, INC., and that he as such CREDIT MANAGER, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as CREDIT MANAGER.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:

April 10, 2009

Dennis E. Borger  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Dennis E. Borger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009

Member, Pennsylvania Association of Notaries

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows:

BEGINNING at an iron pin in the Easterly right-of-way line of McCracken Run Road, being also the Northwest corner of Lot No. 54 in the Coke Hill Estates Subdivision;

THENCE by the Easterly right-of-way line of McCracken Run Road North  $06^{\circ} 21' 30''$  West 116.00 feet to an iron pin, the Southwest corner of Lot No. 56 also being in the Coke Hill Estates Subdivision;

THENCE by the Southerly line of Lot No. 56 North  $55^{\circ} 46' 00''$  East 169.26 feet to an iron pin in the Westerly line of Lot No. 57 in the Coke Hill Estates Subdivision;

THENCE by the Westerly line of Lot No. 57 South  $06^{\circ} 21' 29''$  East 116.00 feet to an iron pin in the Northeast corner of Lot No 54;

THENCE by the Northerly line of Lot No. 54 South  $55^{\circ} 46' 00''$  West 169.26 feet to an iron pin and the place of beginning.

CONTAINING 17.419 square feet, 0.40 acre.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines along and adjacent to the road right-of-ways.

UNDER AND SUBJECT, nevertheless, to the express conditions and restrictions as appear below which Grantees, for themselves, their heirs and assigns, by acceptance of this indenture, agree with the Grantors, their heirs and assigns, that said restrictions and conditions may be amended, expanded, or eliminated, either in part or in entirety from future conveyances by the Grantors from its lands:

1. No lot shall be used except for single-family residential dwelling purposes. All houses built on said premises will contain at least 1232 square feet of living area. Anything under 1232 square feet must meet approval of Grantor or its successors or assigns.
2. All dwellings and accessories thereto constructed shall be in accordance with the ordinances in effect as ordained by the City of DuBois except the side set backs shall be ten (10) feet. Any side set back less than ten (10) feet must meet the approval of Grantor, its successors and/or assigns. All accessory building will match the exterior of dwelling, as close as possible. All metal sheds are prohibited.
3. Every owner of a lot in the subdivision shall be conclusively presumed to have

covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to connect to City of DuBois water and sewer lines and to pay charges for water and sewer services as may be charged by City of DuBois. The application for the said hook up shall be handled in cooperation with and coordinated through TORRELL and BERNARDO Remodeling and Custom Homes or it's successors or assigns.

4. UNDER AND SUBJECT to the condition that all utility lines in the subdivision, including but not limited to electric, gas and telephone cable, must be placed underground.
5. UNDER AND SUBJECT to the condition that construction of a residential structure be commenced within two (2) years from the date hereof. It is further understood and agreed that in the event said structure is not commenced within two (2) years from the date hereof, the within conveyance shall become null and void and title thereto shall revert to Grantors herein, their heirs and assigns. Grantors herein do agree, however, that in the case of said reversion or retaking, they shall reimburse to the Grantees the original purchase price less any and all amounts expended by them for the transfer taxes, real estate taxes, Attorney's fees and closing costs of the original transaction as well as all costs involved in the transfer necessitated by the reversion or retaking. Should Torrell and Bernardo Remodeling and Custom Homes or any successor to Torrell and Bernardo Remodeling and Custom Homes which is owned, operated and/or controlled by Ronald Torrell and/or Richard Bernardo cease the conduct of its business prior to the parties entry of a Construction Contract as set forth herein, the provisions of this paragraph shall be null and void.
6. It is expressly covenanted and agreed by and between the parties hereto that as further consideration of the Grantors conveying the above described premises to Grantees, the Grantees shall within a period of two (2) years from the date of conveyance and within sufficient time to comply with the restrictions specifically set forth as No. 5 herein, enter into a contract which shall be prepared by Torrell and Bernardo Remodeling and Custom Homes for the construction of at least a shell of a residential dwelling which contract shall specify that all construction of said residential shell, (which will include all excavating, the placement of a cement footer foundation, foundation work, exterior finish and the placement of all interior partitions), shall be completed by Torrell and Bernardo Remodeling and Custom Homes. Should Torrell and Bernardo Remodeling and Custom Homes or any successor to Torrell and Bernardo Remodeling and Custom Homes which is owned, operated and/or controlled by Ronald Torrell and Richard Bernardo cease the conduct of its business prior to the parties entry of a Construction Contract as set forth herein, the provisions of this paragraph shall be null and void.
7. After completion of exterior of house, buyer has one year to install yard.

8. It is expressly covenanted and agreed by and between the parties hereto that in the event a contractor or contracting firm other than Torrell and Bernardo Remodeling and Custom Homes is hired by Grantees to complete construction of the residential structure or accessories thereto other than said shell construction as set forth in Item 6 above, Grantees shall not permit said contractor or contracting firm to at anytime place signs with the name of the contractor or contracting firm or any other means of advertisement by the contractor or contracting firm in the said subdivision.
9. Grantor reserves for itself, its successors and assigns, for the purposes incident to its development of the real property subject to these restrictions a 7.6 foot wide easement along all property boundary lines for the purpose of construction, operation and maintenance of culvert pipes and/or utility lines and mains. Grantor also reserves the right to trim, cut and remove any trees and brush and to locate guide wires and braces wherever necessary for the installation, operation and maintenance together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.
10. On each lot, the rights of way and easements area reserved by Grantor shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of culvert pipes and/or utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided however that where the existing location of drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause any encroachment on any other lot in the subdivision. Improvements within such area shall also be maintained by the respective lot owner except for those which a public authority or utility company is responsible.
11. Any other excavation or changing of water tables, besides what is specified in the contract, buyer will be responsible for their own ENS plans.
12. UNDER AND SUBJECT to the condition that Grantees shall not encumber the subject premises or use the same as collateral for any loan unless the Grantee is borrowing for the purchase of lot or until such time as they have entered into a contract for the construction of a residential dwelling with Torrell and Bernardo Remodeling and Custom Homes and the said lot may only be used as collateral to obtain purchase money for lot and to construct the residential dwelling required by said restrictions. Notwithstanding that said lot may be encumbered to obtain purchase money necessary to complete construction of said shell and residential dwelling in order to comply with restrictions more particularly set forth in numbers 1 through 8 herein. When using the lot for collateral to purchase the



said lot, the amount may not exceed more than \$16,000.00. After said time period that the residential premises is constructed, this clause concerning restrictions on encumbering the same shall be null and void and there shall be no restrictions on encumbering the same.

UNDER AND SUBJECT to all sewer lines in, on, or underlying said premises with the right to go on said premises to repair maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction or repair of any utility lines which may run on, under, or upon the subject premises.

BEING a portion of the same premises conveyed to Torrell and Bernardo Land Corp. by deed of Ronald C. Torrell and Richard J. Bernardo, partners, t/a as Torrell and Bernardo Remodeling and Custom Homes, dated February 20, 1997 and recorded in the Office of the Recorder of Deed's in and for Clearfield County in Deed Book Volume 1821 at page 303. This portion also being known as Lot No. 55 in Coke Hill Estates Subdivision.

Said Coke Hill Estates Subdivision is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Map No. 1109, Instrument No. 1995-04501.

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

**FILED** *pd \$7.00*  
*0/10:20Lm* *Att, Du Bois*  
JAN 13 2009 *(C)*

William A. Shaw  
Prothonotary/Clerk of Courts

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

City of DuBois

Exhibit 'A'

Lot No 7 IN THE ARMINTA HILL ESTATES PLAN OF

LOTS.

**BEGINNING** at an iron pin in the southerly line of land of City of DuBois, being also the northeast corner of Lot No 6; thence by the southerly line of land of the City of DuBois N 33-00-36 E 100.00 feet to an iron pin the northwest corner of Lot No 8; thence by the westerly line of land of Lot No 8 S 57-12-08 E 170.02 feet to an iron pin in the right of way line of Tower Lane; thence along said right of way by a curve to the left with a 140 foot radius, having a chord of S 46-24-09 W 64.85 feet to an iron pin; thence by same S 33-00-36 W 36.97 feet to an iron pin the southeast corner of Lot No 6; thence by the easterly line of Lot No 6 N 57-12-08 W 155.00 feet to an iron pin and the place of beginning.

Containing 15,808 sq. ft. = 0.36 Ac.

**EXCEPTING** and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of Utilities lines along and adjacent to Tower Lane right-of-ways.

Witness hand and seal, this 26 day of November, 2008.

Signed, Sealed, and Delivered in Presence of:

G. J. M. R.

LEZZER LUMBER, INC.  
[Signature] [Seal]  
By:

Commonwealth of Pennsylvania )  
:SS:  
County of Clearfield )

On this, the 26 day of NOVEMBER 2008, before me, the undersigned officer, personally appeared THOMAS YONTOSH, who acknowledged himself to be the CREDIT MANAGER of LEZZER LUMBER, INC., and that he as such CREDIT MANAGER, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as CREDIT MANAGER.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:  
APRIL 10, 2009

[Signature]  
Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dennis E. Borger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Apr. 10, 2009  
Member, Pennsylvania Association of Notaries

# **PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

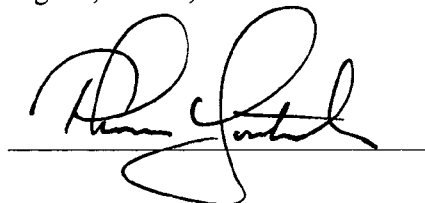
NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Ronald C. Torrell and Jennifer L. Jackson from the encumbrance of the Judgment Note set forth above.

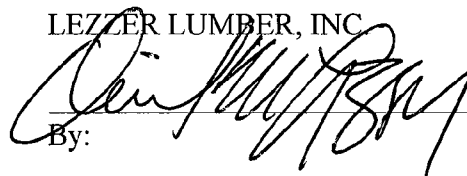
TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 24 day of JUNE, 2009.

Signed, Sealed, and Delivered in Presence of:



LEZZER LUMBER, INC.  
  
 By: \_\_\_\_\_

**FILED**  
 0133601  
 JUN 29 2009  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 Atty Hopkins  
 Pd. 5.00  
 No CC

[Seal]

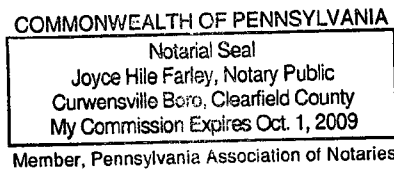
Commonwealth of Pennsylvania )

County of Clearfield )

On this, the 24<sup>th</sup> day of June 2009, before me, the undersigned officer, personally appeared David Lezzer, who acknowledged himself to be the Vice president of LEZZER LUMBER, INC., and that he as such Vice president, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as Vice president.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:



Joy Hile Fader  
Notary Public

EXHIBIT "A"

ALL that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known on the John E. DuBois plan of lots as Lot No. 654, and bounded and described as follows:

BOUNDED on the North by Garfield Avenue; on the East by Lot No. 655; on the South by an alley; and on the West by Lot No. 653, and being sixty (60) feet wide on Garfield Avenue and the alley and one hundred and sixty (160) feet deep from said Garfield Avenue to the alley.

# CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder  
Betty L. Lansberry - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

HOPKINS HELTZEL L L P  
100 MEADOW LANE  
SUITE # 5  
DUBOIS, PA 15801

Instrument Number - 200908905  
Recorded On 6/25/2009 At 1:03:18 PM  
\* Instrument Type - RELEASE-PARTIAL  
\* Total Pages - 4  
Invoice Number - 204975  
\* Mortgagor - LEZZER LUMBER INC  
\* Mortgagee - TORRELL & BERNARDO LAND CORP  
\* Customer - HOPKINS HELTZEL L L P

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Maurene E. Inlow*  
Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



2007-621-CD

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

**FILED** *pd \$7.00*  
*of 3:15 pm* *ICL @*  
**DEC 23 2009** *McQuade Blasko*

William A. Shaw  
Prothonotary/Clerk of Court

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

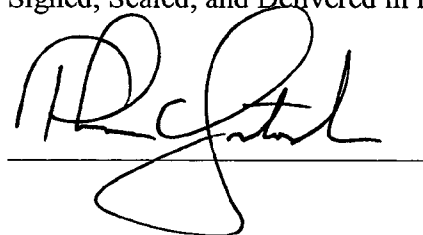
NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Torrell & Bernardo Land Corporation from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

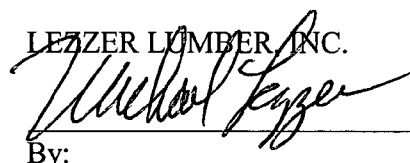
PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 23 day of December, 2009.

Signed, Sealed, and Delivered in Presence of:



LEZZER LUMBER, INC.



By:

[Seal]

County of Clearfield )

**COMMONWEALTH OF PENNSYLVANIA**  
**Notarial Seal**  
**Dennis E. Berger, Notary Public**  
**Curwensville Boro, Clearfield County**  
**My Commission Expires April 10, 2013**  
**Member, Pennsylvania Association of Notaries**

## EXHIBIT A

ALL that certain piece or parcel of land situate, lying and being Parcel No. 4 of the Coke Hill Estates Subdivision, in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin corner, the northwest corner of Parcel No. 3; said corner being also in the easterly right of way of McCracken Run Road; thence by the easterly line of McCracken Run Road N 12° 58' 53" E 150.0 feet to an iron pin the southwest corner of Parcel No. 5; thence by the southerly line of Parcel No. 5 S 78° 05' 00" E 476.47 feet to the westerly line of land of David C. DuBois; thence by the westerly line of land of David C. DuBois S 13° 31' 54" W 10.39 feet to a point; thence by S 03° 56' 51" E 110.93 feet to a point; thence still by same S 88° 30' 00" W 127.98 feet to the northeast corner of Parcel No. 3; thence by the northerly line of Parcel No. 3 N 78° 05' 00" W 370.32 feet to an iron pin and the place of beginning.

CONTAINING 70,552 square feet.

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**KNOW ALL MEN BY THESE PRESENTS**, that **LEZZER LUMBER, INC.**,  
is the owner and holder of a certain Judgment Note executed by:

**TORRELL & BERNARDO LAND CORPORATION**

to

**LEZZER LUMBER INC.**,

bearing date the 20<sup>th</sup> day of April, 2007, recorded in the office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-00621-CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) and certain promises and obligations set forth in said Judgment Note.

**WHEREAS**, the said **TORRELL & BERNARDO LAND CORPORATION** has requested the said **LEZZER LUMBER, INC.** to release the premises described on Exhibit "A" from the lien and operation of said Judgment Note., being part of the said mortgaged premises, from the lien and operation of the said Mortgage;

**NOW, THEREFORE**, be it known that the said **LEZZER LUMBER, INC.** **DuBois, Pennsylvania**, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money to it in hand paid by the said **TORRELL & BERNARDO LAND CORPORATION** at the time of the execution hereof, the receipt whereof is hereby acknowledged, and by these presents, does remise, release, quit-claim, exonerate and discharge the property described on Exhibit "A" from the encumbrance of the Judgment Note set forth above.

**FILED**  
2/9/06  
MAR 01 2010

William A. Shaw  
Prothonotary/Clerk of Courts

Any Mohnney  
pd 7.00  
No CC @

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said **TORRELL & BERNARDO LAND CORPORATION**, their successors and assigns forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

**PROVIDED ALWAYS, NEVERTHELESS**, that nothing herein contained shall in any way affect, alter or diminish the obligations **TORRELL & BERNARDO LAND CORPORATION**, their successors or assigns, from other obligations of **LEZZER LUMBER, INC.**

IN WITNESS WHEREOF, the said Corporation has caused its seal to be affixed to this instrument by the hand of its CEO, and the same duly attested by its Secretary, this 22nd day of February, 2010.

ATTEST:

Jay L. Lee  
Secretary

LEZZER LUMBER, INC.

By: Nicholas Lopez CEO  
(Title)

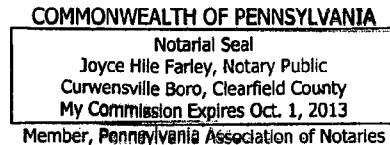
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 22nd day of February, 2010, before me, the  
subscriber, personally appeared Michael Lezzer of the said  
LEZZER LUMBER, INC., who being duly sworn according to law, says that he was  
personally present at the execution of the within Partial Release of Mortgaged Premises  
from Judgment Note, and saw the corporate seal of the said Corporation duly affixed  
thereto; that the seal so affixed thereto is the corporate seal of the said Corporation; that  
the said Partial Release of Mortgaged Premises from Judgment Note was duly sealed and  
delivered by Michael Lezzer, CEO of the said Corporation, as and for the  
act and deed of the said Corporation, of the uses and purposes therein mentioned, and that  
the names of this deponent as Jay R Lee and of  
Michael Lezzer as Secretary / CEO of said Corporation,  
subscribed to this Release in attestation of its due execution and delivery, are of their  
respective handwritings.

SWORN AND SUBSCRIBED before me, the day and year aforesaid.

Joyce Hile Farley  
Notary Public

My Commission Expires:



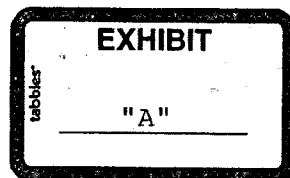
PROPERTY DESCRIPTION FOR  
PARCEL # 0073-026-000-08726

ALL that certain unit, in the City of DuBois, designated as Unit No. 6D of the Amanda Court Condominiums recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 2007-10185.

TOGETHER WITH all right, title and interest appurtenant to Unit 6D, being an undivided twenty percent (20%) interest in and to the Common Elements as set forth in the above Declarations; and TOGETHER with the right to use and enjoy any Limited Common Elements, as designated in the above Declaration.

FURTHER UNDER AND SUBJECT to the covenants and provisions of said Declaration of Condominiums for Amanda Court Condominiums.

Said Coke Hills Estate Subdivision is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Map No. 1109, Instrument Number 1995-04509.



**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

**FILED**  
 1:30 P.M. 6K  
 JUL 07 2010 No CC  
 William A. Shaw  
 Prothonotary/Clerk of Courts (610)

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Torrell & Bernardo Land Corporation from the encumbrance of the Judgment Note set forth above.

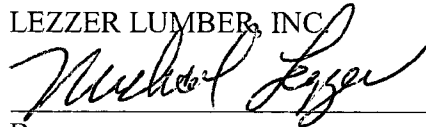
TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 30 day of June, 2010.

Signed, Sealed, and Delivered in Presence of:



LEZZER LUMBER, INC.  
  
 By: \_\_\_\_\_ [Seal]



Commonwealth of Pennsylvania )

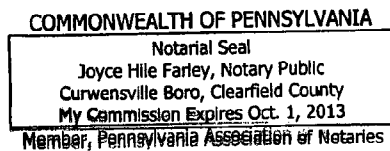
:SS:

County of Clearfield )

On this, the 30<sup>th</sup> day of June, 2010, before me, the undersigned officer, personally appeared Michael F. Lezzer, who acknowledged himself to be the CEO of LEZZER LUMBER, INC., and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as CEO.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:



*Joyce Hills Farley*  
Notary Public

## **EXHIBIT "A"**

**ALL** that certain piece, parcel or tract of land lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows to wit:

Beginning at a point on the cul-de-sac for Amanda Court (65' Radius), said point being the common corner of Lot Number 26 & 27 of the Coke Hills Estate Plan of Lots dated April 12, 1995, approved by the City of DuBois on April 27, 1995,

THENCE; S 63 degrees 53 minutes 21 seconds W along Lot No. 27 a distance of 196.90 feet to an existing rebar, and being the southwest corner of the herein described parcel,

THENCE; N 01 degrees 56 minutes 26 seconds W along (Purlieu Terrace) a distance of 302.95 feet to an existing rebar,

THENCE; N 47 degrees 54 minutes 52 seconds W along (Purlieu Terrace) a distance of 42.42 feet to an existing iron pipe, and being the northwest corner of the herein described parcel,

THENCE; N 46 degrees 07 minutes 41 seconds E along lands now or formerly Laverne E. & Dorothy J. VanHorn a distance of 71.19 feet to an existing iron pipe,

THENCE; N 63 degrees 10 minutes 12 seconds E along lands now or formerly Michael J. & Marilyn M. Green, City of DuBois, & Joseph W. & Patricia M. Swisher a distance of 217.02 feet to an existing rebar,

THENCE; S 53 degrees 32 minutes 52 seconds E along Lot No. 18 a distance of 93.14 feet to an existing rebar,

THENCE; S 11 degrees 57 minutes 54 seconds W through Lot No. 25 a distance of 249.07 feet to a point on the cul-de-sac for Amanda Court (65' Radius), and being the southeast corner of the herein described parcel,

THENCE; along cul-de-sac for Amanda Court (65' Radius) by a curve to the left, said curve having a radius of 65.00 feet and an arc length of 122.90 feet, said arc having a chord bearing of S 28 degrees 11 minutes 39 seconds W a chord distance of 105.39 feet to the place of beginning.

Containing 91,887 square feet or 2.11 Acres.

Being all of Lot Number 26 and a portion of Lot Number 25 of the Coke Hills Estate Plan of Lots dated April 12, 1995, approved by the City of DuBois on April 27, 1995.

Subject to any utility easements or Rights-of-Way that may be of record.

Lot 18

Lot 23

Lot 24

Lot 25

Lot 26

Lot 27

Lot 30

Lot 31

AMANDA COURT 50' RMW

Area Containing: 91,687 Sq. Ft.  
or 2.109 Acres

Coke Hills Estates  
Section No. 1  
Torrell & Berr

Boundary bearings and distances include:  
 S 53° 25' 22" E 93.74'  
 N 63° 10' 12" E 217.11'  
 N 46° 07' 14" E 71.19'  
 N 47° 54' 52" W 42.42'  
 N 01° 56' 22" W 302.95'  
 S 63° 58' 21" W 168.90'  
 N 73° 53' 07" W 207.47'  
 N 25° 35' 31" E 120.39'  
 N 06° 27' 37" E 152.18'  
 S 13° 03' 29" W 150.21'  
 S 23° 53' 07" E 119.97'  
 S 07° 51' 27" W 111.83'  
 S 11° 57' 54" W 249.07'  
 S 07° 51' 27" W 249.07'  
 S 23° 53' 07" E 120.00'  
 S 07° 51' 27" W 111.83'  
 S 53° 25' 22" E 244.60'  
 A 122.90'  
 R 65.00'  
 D 100° 19' 45"  
 B S 28° 11' 59" W  
 C 105.39'

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

LEZZER LUMBER, INC.

Plaintiff

vs.

TORRELL & BERNARDO LAND  
CORPORATION

Defendant

No. 2007-621 CD

Type of Pleading: Release  
Judgment

Filed on behalf of: Torrell &  
Bernardo Land Corporation

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court I.D. No. 42519

LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court I.D. No. 83998

100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

(814) 375-0300

**FILED**

APR 14 2010

William A. Shaw  
Prothonotary/Clerk of Courts

100  
Atty Heltzel  
Atty pd  
\$7.00

(60)

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.


NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Torrell & Bernardo Land Corporation from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

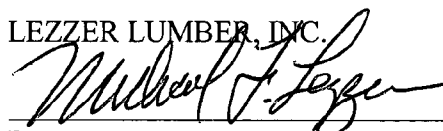
PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 12<sup>th</sup> day of April, 2010.

Signed, Sealed, and Delivered in Presence of:

  
\_\_\_\_\_

LEZZER LUMBER, INC.

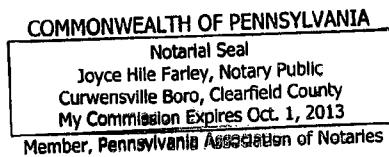
  
By: \_\_\_\_\_ [Seal]

County of Clearfield )

On this, the 12<sup>th</sup> day of April, 2010, before me, the undersigned officer, personally appeared Michael F. Lezzer, who acknowledged himself/herself to be the CEO of LEZZER LUMBER, INC., and that he/she as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself/herself as CEO.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:



Joyce H. Farley  
Notary Public

**EXHIBIT "A"**

**ALL** that certain piece, parcel or tract of land lying and being situate in The City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows to wit:

**Beginning at a point on the western Right-of-Way for McCracken Run Road (50' R/W), said point being the northeast corner of Lot No. 30 and the southeast corner of the herein described parcel,**

**THENCE; N 74 degrees 10 minutes 24 seconds W along Lots 30 & 31 of the Coke Hills Estates Subdivision Plan (Section No. 2) a distance of 239.97 feet to a point, and being the southwest corner of the herein described parcel,**

**THENCE; N 07 degrees 34 minutes 10 seconds E along Lot No. 25 of the Coke Hills Estates Subdivision Plan (Section No. 2) a distance of 135.93 feet to a point, and being the northwest corner of the herein described parcel,**

**THENCE; S 68 degrees 26 minutes 14 seconds E along Lot No. 23 of the Coke Hills Estates Subdivision Plan (Section No. 2) a distance of 264.16 feet to a point on the western Right-of-Way for McCracken Run Road (50' R/W), and being the northeast corner of the herein described parcel,**

**THENCE; along the western Right-of-Way for McCracken Run Road by a curve to the left, said curve having a radius of 1525.00 feet and an arc length of 108.19 feet, said arc having a chord bearing of S 17 degrees 35 minutes 50 seconds W a chord distance of 108.38 feet to the place of beginning.**

**Containing 30,415 square feet or 0.70 Acre**

**Excepting and reserving a right-of-way easement ten (10') feet wide for the construction and maintenance of utility lines along and adjacent to the western right-of-way for McCracken Run Road.**

**Subject to any utility easements or Rights-of-Way that may be of record.**

**Being Lot Number 24 as shown on the Coke Hills Estates Subdivision plan for the City of DuBois, plan dated April 12, 1995.**

**Being a portion of lands conveyed to Ronald Torrell & Richard Bernardo by the City of DuBois dated June 6, 1994 and recorded in Deed Book 1610 Page 318.**

**ALL** that certain piece, parcel or tract of land lying and being situate in The City of DuBois, Clearfield County; Pennsylvania, bounded and described as follows to wit:

**Beginning at a point on the western Right-of-Way for McCracken Run Road (50' R/W), said point being the northeast corner of Lot No. 24 of the Coke Hills Estates Subdivision Plan (Section No.2), and being the southeast corner of the herein described parcel,**

**THENCE; N 68 degrees 26 minutes 14 seconds W along Lot No. 24 of the Coke Hills Estates Subdivision Plan (Section No.2) a distance of 264.16 feet to a point, and being the northwest corner of Lot No. 24 and southern most corner of Lot No. 81, and being the southwest corner of the herein described parcel,**

**THENCE; N 19 degrees 08 minutes 17 seconds E along Lot No. 81 of the Coke Hills Estates Subdivision Plan (Section No.2) a distance of 100.09 feet to a point, and being the northwest corner of the herein described parcel,**

**THENCE; S 68 degrees 26 minutes 14 seconds E along Lot No. 22 of the Coke Hills Estates Subdivision Plan (Section No.2) a distance of 268.39 feet to a point on the western Right-of-Way for McCracken Run Road (50' R/W) and being the northeast corner of the herein described parcel,**

**THENCE; along the western Right-of-Way for McCracken Run Road (50' R/W) by a curve to the left, said curve having a radius of 1525.00 feet and an arc length of 100.02 feet, said arc having a chord bearing of S 21 degrees 33 minutes 50 seconds W a chord distance of 100.00 feet to the place of beginning.**

**Containing 26,575 square feet or 0.61 Acre.**

**Excepting and reserving a right-of-way easement ten (10') feet wide for the construction and maintenance of utility lines along and adjacent to the western right-of-way for McCracken Run Road.**

**Subject to any utility easements or Rights-of-Way that may be of record.**

**Being Lot Number 23 as shown on the Coke Hills Estates Subdivision plan for the City of DuBois, plan dated April 12, 1995.**

**Being a portion of lands conveyed to Ronald Torrell & Richard Bernardo by the City of DuBois dated June 6, 1994 and recorded in Deed Book 1610 Page 318.**



07-621-CD

## PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

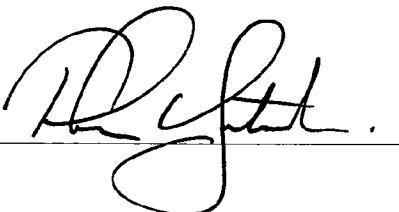
NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Torrell & Bernardo Land Corporation from the encumbrance of the Judgment Note set forth above.

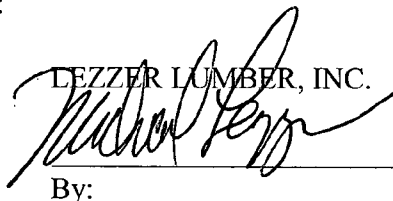
TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 4<sup>th</sup> day of August, 2010.

Signed, Sealed, and Delivered in Presence of:



  
LEZZER LUMBER, INC.  
By: \_\_\_\_\_

**FILED** *Atty Hopkins*  
*mjl 5/6/01*  
AUG 10 2010 *Ed. 7.00*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*1cc Atty Hopkins*  
*@*

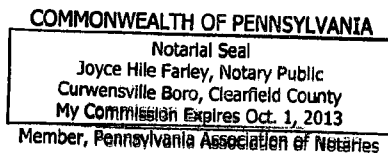
[Seal]

County of Clearfield )

On this, the 4<sup>th</sup> day of August, 2010, before me, the undersigned officer, personally appeared Michael F. Lezzzer, who acknowledged himself to be the CEO of LEZZER LUMBER, INC., and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as CEO.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:



Joan Hills Farley  
Notary Public

## **EXHIBIT "A"**

All that certain piece, parcel or tract of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at an iron pin in the Easterly right-of-way line of McCracken Run Road, being also the Northwest corner of Lot No. 51 in the Coke Hill Estates Subdivision; thence by the Easterly right-of-way line of McCracken Run Road North  $06^{\circ} 21' 30''$  West 116.00 feet to an iron pin, being also the Southwest corner of Lot No. 55 in the Coke Hill Estates Subdivision; thence by the Southerly line of Lot No. 55 North  $55^{\circ} 46' 00''$  East 169.26 feet to an iron pin the Northwest corner of Lot No. 50 in the Coke Hill Estates Subdivision; thence by the Westerly line of lot No. 50 South  $06^{\circ} 21' 29''$  East 116.00 feet to an iron pin being also the Northeast corner of Lot No. 51; thence by the Northerly line of Lot No. 51 South  $55^{\circ} 46' 00''$  West 169.70 feet to an iron pin and the place of beginning.

CONTAINING 17,400 square feet = 0.40 acre

EXCEPTING AND RESERVING a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines' along and adjacent to the road right-of-way.

7-

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

William A. Shaw  
Prothonotary/Clerk of Courts

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Torrell & Bernardo Land Corporation from the encumbrance of the Judgment Note set forth above.

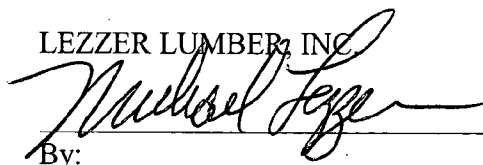
TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 24 day of August, 2010.

Signed, Sealed, and Delivered in Presence of:

  
\_\_\_\_\_

LEZZER LUMBER, INC.  
  
By: \_\_\_\_\_ [Seal]

## **EXHIBIT "A"**

ALL that certain piece or parcel of land situate in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

5.523 acres, more or less, described as County Map No. B03-444-00049,  
Control No. 1280-94852

County of Clearfield )

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Dennis E. Berger, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires April 10, 2013  
Member, Pennsylvania Association of Notaries

07-622-CD

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

RONALD C. TORRELL, et al

to

LEZZER LUMBER, INC.,

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-622 CD, securing the principal sum of SIX HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND FORTY SIX CENTS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, RONALD C. TORRELL, et al has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said RONALD C. TORRELL et al, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Ronald C. Torrell, et al from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said RONALD C. TORRELL et al forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of RONALD C. TORRELL et al from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 14<sup>th</sup> day of February, 2011.

Signed, Sealed, and Delivered in Presence of:

Seny Catalano

LEZZER LUMBER, INC.

By:

Michael F. Lezzer [Seal]

**FILED**

010:55:01  
FEB 16 2011

William A. Shaw  
Prothonotary/Clerk of Courts

Duty Hopkins  
pd. 7.00

icc Amy

Commonwealth of Pennsylvania )  
 ) ss:  
County of Clearfield )

On this, the 14<sup>th</sup> day of February, 2011 before me, the undersigned officer, personally appeared Michael F. Lezzzer, who acknowledged himself to be the CEO of LEZZER LUMBER, INC., and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as CEO.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

*Joyce Hulse Farley*  
Notary Public

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Joyce Hile Farley, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Oct. 1, 2013  
Member, Pennsylvania Association of Notaries



## EXHIBIT "A"

All that certain piece, parcel or tract of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at an iron pin in the Easterly right-of-way line of McCracken Run Road, being also the Northwest corner of Lot No. 51 in the Coke Hill Estates Subdivision; thence by the Easterly right-of-way line of McCracken Run Road North  $06^{\circ} 21' 30''$  West 116.00 feet to an iron pin, being also the Southwest corner of Lot No. 55 in the Coke Hill Estates Subdivision; thence by the Southerly line of Lot No. 55 North  $55^{\circ} 46' 00''$  East 169.26 feet to an iron pin the Northwest corner of Lot No. 50 in the Coke Hill Estates Subdivision; thence by the Westerly line of lot No. 50 South  $06^{\circ} 21' 29''$  East 116.00 feet to an iron pin being also the Northeast corner of Lot No. 51; thence by the Northerly line of Lot No. 51 South  $55^{\circ} 46' 00''$  West 169.70 feet to an iron pin and the place of beginning.

CONTAINING 17,400 square feet = 0.40 acre

EXCEPTING AND RESERVING a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines' along and adjacent to the road right-of-way.

Being Lot No. 54 in the Coke Hill Subdivision

07-621CD

**PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE**

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

**FILED** *Atty. pd. \$7.00*  
0/3:41/30/1  
JUL 25 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
*1cc Atty Hopkins*

bearing date the April 17, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by Torrell & Bernardo Land Corporation from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION, forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 22 day of July, 2011.

Signed, Sealed, and Delivered in Presence of:

*Irving Catalano*

LEZZER LUMBER, INC.  
*Michael Lezzar* [Seal]  
By:

Commonwealth of Pennsylvania )

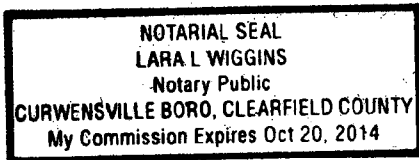
**:SS:**


County of Clearfield )

On this, the 22 day of July, 2011, before me, the undersigned officer, personally appeared Michael F. Lezzer, who acknowledged himself to be the CEO of LEZZER LUMBER, INC., and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as CEO.

In witness whereof, I have hereunto set my hand and official seal.

**My Commission Expires:**



  
Notary Public

## **EXHIBIT "A"**

### **LOT NO. 35**

BEGINNING at an iron pin in the easterly right-of-way line of McCracken Run Road, being also the northwest corner of Lot No. 34 in the Coke Hill Estates Subdivision; thence by the easterly right-of-way line of McCracken Run Road by a curve to the right having a radius of 1475.00 feet, a bearing of North 16° 39' 20" East with a chord distance of 100.00 feet to an iron pin, being also the Southwest corner of Lot No. 36; thence by the Southerly line of Lot No. 36 in the Coke Hill Estates Subdivision South 76° 01' 57" East 392.88 feet to an iron pin in the line of land of David C. DuBois being also the City of DuBois and Sandy Township division line; thence by the division line of land of David C. DuBois South 30° 00' 53" West 78.87 feet to an iron pin the Northeast corner of Lot No. 34; thence by the Northerly line of Lot No. 34 in the Coke Hill Subdivision North 79° 42' 01" West 376.54 feet to an iron pin and the place of beginning.

CONTAINING 33,647 Square feet = 0.77 acre more or less.

EXCEPTING AND RESERVING a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility line's along and adjacent to the road right-of-way.

EXCEPTING AND RESERVING a right-of-way easement fifteen (15.0) feet wide for the maintenance of an existing sanitary sewer line.

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

LEZZER LUMBER, INC.,  
Plaintiff

vs.

TORRELL & BERNARDO LAND  
CORPORATION,  
Defendant

No. 2007-621-CD

PRAECIPE FOR WRIT OF REVIVAL

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

**FILED**

5 JUL 20 2012

0/2-3-16  
William A. Shaw  
Prothonotary/Clerk of Courts

3 *cert*

*what to*

*mt*

*6K*

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

LEZZER LUMBER, INC.,  
Plaintiff

vs.

No. 2007-621-CD

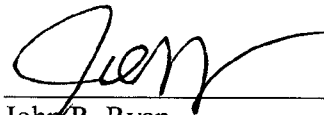
TORRELL & BERNARDO LAND  
CORPORATION,  
Defendant

PRAECIPE FOR WRIT OF REVIVAL

To the Prothonotary:

Issue writ of revival of lien of judgment entered at Clearfield County Docket No. 2007-00621-CD and enter it in the judgment index against Torrell & Bernardo Land Corporation in the amount of \$250,000.00 with interest.

Kubista & Ryan LLP



John R. Ryan  
Attorney for Plaintiff

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

LEZZER LUMBER, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-621-CD
	:	
TORRELL & BERNARDO LAND	:	
CORPORATION,	:	
Defendant	:	

WRIT OF REVIVAL

To: Torrell & Bernardo Land Corporation  
130 McCracken Run Road  
DuBois, PA 15801

1. 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 at Docket No. 2007-00621-CD.

2. The Plaintiff claims that the amount due and unpaid is \$250,000.00 with interest, attorneys fees and costs.

3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead 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.

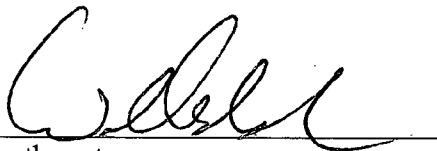
**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL**

**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 INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED RATE OR NO FEE.**

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300

Date: 7-26-12

  
Prothonotary

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan, 2014  
Clearfield Co., Clearfield, PA



To Deputy 7/23/12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 2007-621-CD

LEZZER LUMBER, INC.

vs

SERVICE # 1 OF 1

TORRELL & BERNARDO LAND CORPORATION

WRIT OF REVIVAL & PRAECIPE

SERVE BY: 08/19/2012

HEARING:

PAGE: 109864

DEFENDANT: TORRELL & BERNARDO LAND CORPORATION

ADDRESS: 130 MCCracken RUN RD

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED

08/30/12  
AUG 01 2012

William A. Shaw

Notary Public/Clerk of Courts

SHERIFF'S RETURN

NOW, 7-27-12 AT 9:49 PM SERVED THE WITHIN

WRIT OF REVIVAL & PRAECIPE ON TORRELL & BERNARDO LAND CORPORATION, DEFENDANT

BY HANDING TO Richard Bernardo, OWNER

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

ADDRESS SERVED

( ) Residence ( ) Employment ( ) Sheriff's Office ( ) Other

130 McCracken Run Rd Dubois

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL & PRAECIPE FOR TORRELL & BERNARDO LAND CORPORATION

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO TORRELL & BERNARDO LAND CORPORATION

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2012

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven  
Deputy Signature  
George F. DeHaven  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109864  
NO: 2007-621-CD  
SERVICES 1

WRIT OF REVIVAL & PRAECIPE

PLAINTIFF: LEZZER LUMBER, INC.

vs.

DEFENDANT: TORRELL & BERNARDO LAND CORPORATION

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KUBISTA	2832	10.00
SHERIFF HAWKINS	KUBISTA	2832	39.59

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2012

So Answers,



Chester A. Hawkins  
Sheriff

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

LEZZER LUMBER, INC.,  
Plaintiff

vs.

TORRELL & BERNARDO LAND  
CORPORATION,  
Defendant

No. 2007-621-CD

**FILED**

AUG 16 2012

0/12:10/

William A. Shaw

Prothonotary/Clerk of Courts

Cham to Dfr

+ Atty Rem

PRAECIPE FOR ENTRY OF  
JUDGMENT OF REVIVAL

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

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

LEZZER LUMBER, INC.,  
Plaintiff

vs.

No. 2007-621-CD

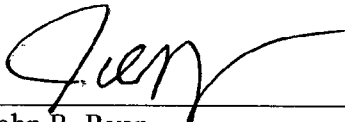
TORRELL & BERNARDO LAND  
CORPORATION,  
Defendant

PRAECIPE FOR ENTRY OF JUDGMENT OF REVIVAL  
PURSUANT TO Pa.R.C.P. 3031(a)

TO THE PROTHONOTARY:

The Defendant having failed to plead to the Writ of Revival entered in the above captioned matter, enter Judgment of Revival in favor of the Plaintiff and against the Defendant in the amount of \$250,000.00, together with interests and costs.

KUBISTA & RYAN LLP

  
\_\_\_\_\_  
John R. Ryan  
Attorney for Plaintiff

PARTIAL RELEASE OF MORTGAGED PREMISES FROM JUDGMENT NOTE

FILED

BNT

S 01 BNT  
2016 APR -4 P 3: 29

**Know All Men By These Presents:** That LEZZER LUMBER, INC. is the owner and holder of a certain Judgment Note executed by

BRIAN R. SPENCER  
PROTHONOTARY &  
CLERK OF COURTS

TORRELL & BERNARDO LAND CORPORATION

to

LEZZER LUMBER, INC.,

bearing date the April 20, 2007, recorded in the Office of the Prothonotary of Clearfield County, Pennsylvania as Docket No. 2007-00621 CD, securing the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and certain promises and obligations set forth in said Judgment Note.

WHEREAS, the said, TORRELL & BERNARDO LAND CORPORATION has requested LEZZER LUMBER, INC., to release the Premises described on Exhibit "A" from the lien and operation of said Judgment Note.

NOW, THEREFORE, the said LEZZER LUMBER, INC., DuBois, Pennsylvania, in consideration of the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), lawful money, in hand paid by the said TORRELL & BERNARDO LAND CORPORATION, at the execution hereof, the receipt whereof is hereby acknowledged, and by these presents does remise, release, quit claim, exonerate and discharge the property described on Exhibit "A" owned by TORRELL & BERNARDO LAND CORPORATION from the encumbrance of the Judgment Note set forth above.

TO HOLD the same with the appurtenances unto the said TORRELL & BERNARDO LAND CORPORATION forever freed, exonerated and discharged of and from the lien of said Judgment Note in every part thereof.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of TORRELL & BERNARDO LAND CORPORATION from other obligations of LEZZER LUMBER, INC.

**Witness** hand and seal, this 4<sup>th</sup> day of April, 2016.

Signed, Sealed, and Delivered in Presence of:



LEZZER LUMBER, INC.



[Seal]

By: Michel F. Lezzer, President

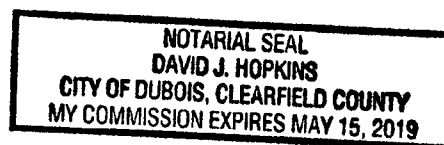
Commonwealth of Pennsylvania )  
 )  
 ) ss:  
County of Clearfield )

On this, the 4<sup>th</sup> day of April, 2016 before me, the undersigned officer, personally appeared Michael F. Lezzer, who acknowledged himself to be the CEO of LEZZER LUMBER, INC., and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LEZZER LUMBER, INC. by himself as CEO.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public



## **EXHIBIT "A"**

**BEING** all that certain piece, parcel or tract of land lying and being situate in Sandy Township and the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at an existing iron pipe set by a previous survey, said iron pipe being the southeast corner of lands now or formerly Torrell & Bernardo Land Corporation.(Instrument Number 200106775, Dated May 10, 2001) and the northeast corner of the herein described parcel,

**THENCE;** S 30 Degrees 00 Minutes 00 Seconds W along the western line of lands now or formerly Allison E. & Mary E. Wayne (Deed Book 881, Page 586) a distance of 865.11 feet to a one-inch iron pipe set by this survey, said iron pipe being the northeast corner of Perry L. Gelnett, et.ux.(Deed Book 1872, Page 104) and the southeast corner of the herein described parcel, and shown as corner number 2 on the hereto attached survey map;

**THENCE;** N 59 Degrees 55 Minutes 20 Seconds W along the northern line of lands now or formerly Perry L. Gelnett, et.ux. (Deed Book 1872, Page 104) a distance of 100.00 feet to one-inch iron pipe set by this survey, said iron pipe being the northwest corner of said lands for Perry L. Gelnett, et.ux.,

**THENCE;** S 30 Degrees 04 Minutes 40 Seconds W along the western line of lands now or formerly Perry L. Gelnett, et.ux. (Deed Book 1872, Page 104) a distance of 175.00 feet to a one-inch iron pipe set by this survey, said iron pipe being the southwest corner of said lands Perry L. Gelnett, et.ux.,

**THENCE;** N 59 Degrees 55 Minutes 20 Seconds W through an unopened 50-foot R/W (Woodland Avenue) and along the northern right-of-way for Wayne Road, T-387, (33-foot R/W) a distance of 50.00 feet to a one-inch iron pipe set by this survey; said iron pipe being southeast corner of lands now or formerly Andrew J. Watt, et.ux. (Deed Book 1327, Page 106)

**THENCE;** N 30 Degrees 04 Minutes 40 Seconds E along the eastern line of lands for Andrew J. Watt, et.ux. (Deed Book 1327, Page 106) and along the western right-of-way for an unopened 50-foot R/W for Woodland Avenue a distance of 175.00 feet to a one-inch iron pipe set by this survey, said iron pipe being the northeast corner of said lands for Andrew J. Watt, et.ux.,

**THENCE; N 59 Degrees 55 Minutes 20 Seconds W along the northern line of lands**

**Andrew J. Watt, et.ux. (Deed Book 1327, Page 106), Janice F. Stanford (Deed Book 1846, Page 31) and John E. Horner, et.ux. (Deed Book 1657, Page 410) a distance of 302.09 feet to an existing iron pipe set by a previous survey, said iron pipe being the northwest corner of said lands for John E. Horner, et.ux.,**

**THENCE; S 30 Degrees 04 Minutes 40 Seconds W along the western line of lands now or formerly John E. Horner, et.ux. (Deed Book 1657, Page 410) a distance of 25.00 feet to an existing iron pipe set by a previous survey, said iron pipe being northeast corner of lands now or formerly Ethel Mae Lyons (Deed Book 541, Page 379),**

**THENCE; N 59 Degrees 55 Minutes 20 Seconds W along the northern line of lands now or formerly Ethel Mae Lyons (Deed Book 541, Page 379) a distance of 101.66 feet to an existing iron pipe set by a previous survey, said iron pipe being the northwest corner of said lands for Ethel Mae Lyons,**

**THENCE; N 30 Degrees 04 Minutes 40 Seconds E along the eastern line of lands now or formerly Lloyd Burkett, Jr., et.ux. (Deed Book 667, Page 290) a distance of 149.82 feet to an existing iron pipe set by a previous survey, said iron pipe being the northeast corner of said lands for Lloyd Burkett, Jr., et.ux.,**

**THENCE; N 59 Degrees 55 Minutes 20 Seconds W along the northern line of lands now or formerly Lloyd Burkett, Jr., et.ux. (Deed Book 667, Page 290) and Robert F. Bish, et.ux. (Deed Book 667, Page 293), and Jerry P. Paulinellie, Jr., et.ux. (Deed Book 1713, Page 130) a distance of 382.69 feet to a rebar set by this survey,**

**THENCE; N 30 Degrees 04 Minutes 40 Seconds E along the eastern line of lands now or formerly Lyle J. McCutcheon (Deed Book 1405, Page 208), ands now or formerly Tina F. Neiswonger (Deed Book 1498, Page 292) a distance of 151.66 feet to an existing iron pipe set by previous survey, said iron pipe being the northeast corner of said lands for Tina F. Neiswonger,**

**THENCE; N 59 Degrees 55 Minutes 20 Seconds W along the northern line of lands now or formerly Tina F. Neiswonger (Deed Book 1498, Page 292;) and through the eastern right-of-way for Oakland Avenue (50-foot R/W) a distance of 225.25 feet to a point on said road, said point being the northwest corner of said lands for Tina F. Neiswonger,**

**THENCE; N 29 Degrees 56 Minutes 15 Seconds E along Oakland Avenue (50-foot R/W) a distance of 587.06 feet to a point on said road, said point being the southwest corner of lands now or formerly Torrell & Bernardo Land Corporation.(Instrument Number 200106775, Dated May 10, 2001),**



**THENCE; S 60 degrees 00 minutes 00 seconds E along lands intended to be conveyed to the DuBois Area Catholic Schools (Parcel "A") as shown on the hereto attached survey map, a distance of 761.91 feet to a rebar set by this survey,**

**THENCE; N 30 degrees 00 minutes 15 seconds E along lands intended to be conveyed to the DuBois Area Catholic Schools (Parcel "A") a distance of 699.32 feet to a rebar set by this survey, and being the northwest corner of the herein described parcel,**

**THENCE; S 59 degrees 59 minutes 45 seconds E along lands intended to be conveyed to the DuBois Area Catholic Schools (Parcel "A") a distance of 167.54 feet to an existing rebar set by previous survey,**

**THENCE; S 45 degrees 36 minutes 00 seconds E along lands now or formerly City of DuBois (Deed Book 674 Page 059) a distance of 239.99 feet to an existing rebar set by previous survey, and being the northeast corner of the herein described parcel,**

**THENCE; S 30 degrees 00 minutes 00 seconds W along lands now or formerly Torrell & Bernard (Arminta Hill Estates Subdivision) and lands now or formerly Allison E. & Mary E. Wayne (Deed Book 881 Page 586) a distance of 639.63 feet to the place of beginning.**

**Containing 1,177,977 square feet or 27.042 Acres, together with no buildings.**

**Subject to an existing gas line through the southern portion of the above described parcel.**

**BEING under and subject to all easements, servitude's and rights of way pertaining to the herein surveyed parcel, as reserved in previous deeds.**

**BEING a portion of the premises described in Instrument Number 200106775 from Jarome D. Heffner and Barbara J. Heffner, husband and wife to Torrell & Bernardo Land Corporation, dated May 10, 2001.**

**ALSO BEING the premises conveyed by The Most Reverend Donald W. Trautman, Bishop of Erie (DuBois Area Catholis Schools) to Torrell & Bernardo Land Corporation, dated June 22, 2004 and recorded in the Office of the Recorder of Deeds for Clearfield County as Instrument No. 2004-**

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**ALSO BEING a portion of Parcel Number 8 and a portion of Parcel Number 6 on the Sandy Township Assessment Map Number A3.**

**BEING the same premises as surveyed and drawn by ALEXANDER & ASSOCIATES INC., Falls Creek, PA 15840. Said survey plat is under the date of June 8, 2004, is referenced as JN183998REV, and is intended to be recorded in the Clearfield County Courthouse for a more particular description.**