

07-622-CD
Lezzer Lumber vs R. Torrell et al

Lezzer Lumber vs Ronald Torrell et al
2007-622-CD

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

LEZZER LUMBER, INC.,
A Pennsylvania Corporation
Plaintiff

vs.

No. 07-622-CD

RONALD C. TORRELL, an individual
and RICHARD J. BERNARDO, an
Individual, t/a TORRELL & BERNARDO
REMODELING AND CUSTOM HOMES
Defendant

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 Atty pd. 20.00
11:26 AM
APR 20 2007 Notice to Def.
wm Statement to
William A. Shaw Atty
Prothonotary/Clerk of Courts

JUDGMENT NOTE

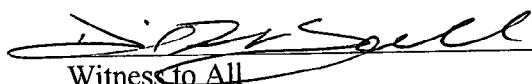
\$667,808.46

April 17, 2007

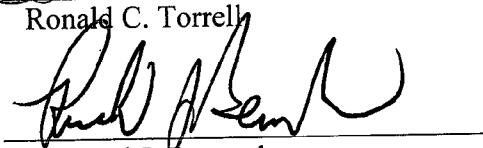
THAT WE, RONALD C. TORRELL and RICHARD J. BERNARDO, a partnership, t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, of 130 McCracken Run Road, Dubois, Pennsylvania 15801, have purchased various building materials from Lezzer Lumber Inc. of Dubois, Pennsylvania, in the amount of Six Hundred Sixty Seven Thousand Eight Hundred Eight and 46 cents (\$667,808.46) Dollars.

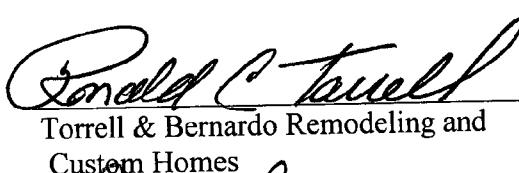
That we promise to pay to the order of Lezzer Lumber Inc. the amount of Six Hundred Sixty Seven Thousand Eight Hundred Eight and 46 cents (\$667,808.46) Dollars, our debt owed to said corporation, in payments of \$5,635.35 per month starting May 1, 2007 and continuing for 60 months, at such time a balloon payment of \$507,595.19 would be due and payable, per attached amortization schedule, at 6% rate of interest. An option to refinance the balloon payment would be, a \$250,000 lump sum payment toward the balloon amount. All payments will be due the 1st of each month thereafter.

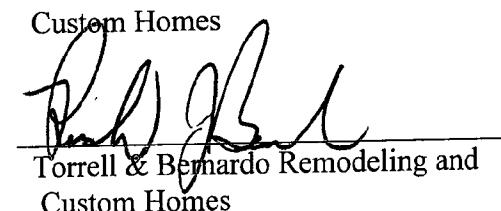
And further, we RONALD C. TORRELL and RICHARD J. BERNARDO, a partnership, t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and enter Judgment against us in favor of any holder of this note for the 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 appraisement, stay or exemption of laws of any state now in force or hereafter to be passed.


Witness to All


Ronald C. Torrell


Richard J. Bernardo


Torrell & Bernardo Remodeling and
Custom Homes


Torrell & Bernardo Remodeling and
Custom Homes

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

Payment	Principal	Interest	Remaining Principal
1	\$2,296.30	\$3,339.04	\$ 665,512.16
2	\$2,307.79	\$3,327.56	\$ 663,204.37
3	\$2,319.33	\$3,316.02	\$ 660,885.04
4	\$2,330.92	\$3,304.43	\$ 658,554.12
5	\$2,342.58	\$3,292.77	\$ 656,211.54
6	\$2,354.29	\$3,281.06	\$ 653,857.25
7	\$2,366.06	\$3,269.29	\$ 651,491.19
8	\$2,377.89	\$3,257.46	\$ 649,113.30
9	\$2,389.78	\$3,245.57	\$ 646,723.52
10	\$2,401.73	\$3,233.62	\$ 644,321.79
11	\$2,413.74	\$3,221.61	\$ 641,908.05
12	\$2,425.81	\$3,209.54	\$ 639,482.25
13	\$2,437.94	\$3,197.41	\$ 637,044.31
14	\$2,450.13	\$3,185.22	\$ 634,594.18
15	\$2,462.38	\$3,172.97	\$ 632,131.81
16	\$2,474.69	\$3,160.66	\$ 629,657.12
17	\$2,487.06	\$3,148.29	\$ 627,170.06
18	\$2,499.50	\$3,135.85	\$ 624,670.56
19	\$2,511.99	\$3,123.35	\$ 622,158.57
20	\$2,524.55	\$3,110.79	\$ 619,634.01
21	\$2,537.18	\$3,098.17	\$ 617,096.84
22	\$2,549.86	\$3,085.48	\$ 614,546.97
23	\$2,562.61	\$3,072.73	\$ 611,984.36
24	\$2,575.43	\$3,059.92	\$ 609,408.93
25	\$2,588.30	\$3,047.04	\$ 606,820.63
26	\$2,601.24	\$3,034.10	\$ 604,219.39
27	\$2,614.25	\$3,021.10	\$ 601,605.14
28	\$2,627.32	\$3,008.03	\$ 598,977.82
29	\$2,640.46	\$2,994.89	\$ 596,337.36
30	\$2,653.66	\$2,981.69	\$ 593,683.70
31	\$2,666.93	\$2,968.42	\$ 591,016.77
32	\$2,680.26	\$2,955.08	\$ 588,336.50
33	\$2,693.66	\$2,941.68	\$ 585,642.84
34	\$2,707.13	\$2,928.21	\$ 582,935.71
35	\$2,720.67	\$2,914.68	\$ 580,215.04
36	\$2,734.27	\$2,901.08	\$ 577,480.77
37	\$2,747.94	\$2,887.40	\$ 574,732.82
38	\$2,761.68	\$2,873.66	\$ 571,971.14
39	\$2,775.49	\$2,859.86	\$ 569,195.65
40	\$2,789.37	\$2,845.98	\$ 566,406.28
41	\$2,803.32	\$2,832.03	\$ 563,602.96
42	\$2,817.33	\$2,818.01	\$ 560,785.63
43	\$2,831.42	\$2,803.93	\$ 557,954.21
44	\$2,845.58	\$2,789.77	\$ 555,108.63
45	\$2,859.80	\$2,775.54	\$ 552,248.83
46	\$2,874.10	\$2,761.24	\$ 549,374.73
47	\$2,888.47	\$2,746.87	\$ 546,486.25
48	\$2,902.92	\$2,732.43	\$ 543,583.34
49	\$2,917.43	\$2,717.92	\$ 540,665.91
50	\$2,932.02	\$2,703.33	\$ 537,733.89
51	\$2,946.68	\$2,688.67	\$ 534,787.21

52	\$2,961.41	\$2,673.94	\$	531,825.80
53	\$2,976.22	\$2,659.13	\$	528,849.58
54	\$2,991.10	\$2,644.25	\$	525,858.48
55	\$3,006.05	\$2,629.29	\$	522,852.43
56	\$3,021.09	\$2,614.26	\$	519,831.34
57	\$3,036.19	\$2,599.16	\$	516,795.15
58	\$3,051.37	\$2,583.98	\$	513,743.78
59	\$3,066.63	\$2,568.72	\$	510,677.15
60	\$3,081.96	\$2,553.39	\$	507,595.19
61	\$3,097.37	\$2,537.98	\$	504,497.82
62	\$3,112.86	\$2,522.49	\$	501,384.96
63	\$3,128.42	\$2,506.92	\$	498,256.54
64	\$3,144.06	\$2,491.28	\$	495,112.47
65	\$3,159.78	\$2,475.56	\$	491,952.69
66	\$3,175.58	\$2,459.76	\$	488,777.11
67	\$3,191.46	\$2,443.89	\$	485,585.64
68	\$3,207.42	\$2,427.93	\$	482,378.22
69	\$3,223.46	\$2,411.89	\$	479,154.77
70	\$3,239.57	\$2,395.77	\$	475,915.20
71	\$3,255.77	\$2,379.58	\$	472,659.42
72	\$3,272.05	\$2,363.30	\$	469,387.37
73	\$3,288.41	\$2,346.94	\$	466,098.96
74	\$3,304.85	\$2,330.49	\$	462,794.11
75	\$3,321.38	\$2,313.97	\$	459,472.73
76	\$3,337.98	\$2,297.36	\$	456,134.75
77	\$3,354.67	\$2,280.67	\$	452,780.08
78	\$3,371.45	\$2,263.90	\$	449,408.63
79	\$3,388.30	\$2,247.04	\$	446,020.33
80	\$3,405.25	\$2,230.10	\$	442,615.08
81	\$3,422.27	\$2,213.08	\$	439,192.81
82	\$3,439.38	\$2,195.96	\$	435,753.43
83	\$3,456.58	\$2,178.77	\$	432,296.84
84	\$3,473.86	\$2,161.48	\$	428,822.98
85	\$3,491.23	\$2,144.11	\$	425,331.75
86	\$3,508.69	\$2,126.66	\$	421,823.06
87	\$3,526.23	\$2,109.12	\$	418,296.83
88	\$3,543.86	\$2,091.48	\$	414,752.97
89	\$3,561.58	\$2,073.76	\$	411,191.38
90	\$3,579.39	\$2,055.96	\$	407,611.99
91	\$3,597.29	\$2,038.06	\$	404,014.71
92	\$3,615.27	\$2,020.07	\$	400,399.43
93	\$3,633.35	\$2,002.00	\$	396,766.08
94	\$3,651.52	\$1,983.83	\$	393,114.56
95	\$3,669.77	\$1,965.57	\$	389,444.79
96	\$3,688.12	\$1,947.22	\$	385,756.67
97	\$3,706.56	\$1,928.78	\$	382,050.10
98	\$3,725.10	\$1,910.25	\$	378,325.01
99	\$3,743.72	\$1,891.63	\$	374,581.28
100	\$3,762.44	\$1,872.91	\$	370,818.84
101	\$3,781.25	\$1,854.09	\$	367,037.59
102	\$3,800.16	\$1,835.19	\$	363,237.43
103	\$3,819.16	\$1,816.19	\$	359,418.27

104	\$3,838.26	\$1,797.09	\$	355,580.01
105	\$3,857.45	\$1,777.90	\$	351,722.57
106	\$3,876.73	\$1,758.61	\$	347,845.83
107	\$3,896.12	\$1,739.23	\$	343,949.71
108	\$3,915.60	\$1,719.75	\$	340,034.12
109	\$3,935.18	\$1,700.17	\$	336,098.94
110	\$3,954.85	\$1,680.49	\$	332,144.09
111	\$3,974.63	\$1,660.72	\$	328,169.46
112	\$3,994.50	\$1,640.85	\$	324,174.96
113	\$4,014.47	\$1,620.87	\$	320,160.49
114	\$4,034.54	\$1,600.80	\$	316,125.94
115	\$4,054.72	\$1,580.63	\$	312,071.23
116	\$4,074.99	\$1,560.36	\$	307,996.23
117	\$4,095.37	\$1,539.98	\$	303,900.87
118	\$4,115.84	\$1,519.50	\$	299,785.02
119	\$4,136.42	\$1,498.93	\$	295,648.60
120	\$4,157.10	\$1,478.24	\$	291,491.50
121	\$4,177.89	\$1,457.46	\$	287,313.61
122	\$4,198.78	\$1,436.57	\$	283,114.83
123	\$4,219.77	\$1,415.57	\$	278,895.06
124	\$4,240.87	\$1,394.48	\$	274,654.18
125	\$4,262.08	\$1,373.27	\$	270,392.11
126	\$4,283.39	\$1,351.96	\$	266,108.72
127	\$4,304.80	\$1,330.54	\$	261,803.92
128	\$4,326.33	\$1,309.02	\$	257,477.59
129	\$4,347.96	\$1,287.39	\$	253,129.63
130	\$4,369.70	\$1,265.65	\$	248,759.93
131	\$4,391.55	\$1,243.80	\$	244,368.38
132	\$4,413.51	\$1,221.84	\$	239,954.88
133	\$4,435.57	\$1,199.77	\$	235,519.31
134	\$4,457.75	\$1,177.60	\$	231,061.55
135	\$4,480.04	\$1,155.31	\$	226,581.52
136	\$4,502.44	\$1,132.91	\$	222,079.08
137	\$4,524.95	\$1,110.40	\$	217,554.12
138	\$4,547.58	\$1,087.77	\$	213,006.55
139	\$4,570.31	\$1,065.03	\$	208,436.23
140	\$4,593.17	\$1,042.18	\$	203,843.07
141	\$4,616.13	\$1,019.22	\$	199,226.93
142	\$4,639.21	\$996.13	\$	194,587.72
143	\$4,662.41	\$972.94	\$	189,925.31
144	\$4,685.72	\$949.63	\$	185,239.59
145	\$4,709.15	\$926.20	\$	180,530.44
146	\$4,732.70	\$902.65	\$	175,797.75
147	\$4,756.36	\$878.99	\$	171,041.39
148	\$4,780.14	\$855.21	\$	166,261.25
149	\$4,804.04	\$831.31	\$	161,457.21
150	\$4,828.06	\$807.29	\$	156,629.15
151	\$4,852.20	\$783.15	\$	151,776.95
152	\$4,876.46	\$758.88	\$	146,900.48
153	\$4,900.84	\$734.50	\$	141,999.64
154	\$4,925.35	\$710.00	\$	137,074.29
155	\$4,949.98	\$685.37	\$	132,124.31

156	\$4,974.73	\$660.62	\$	127,149.59
157	\$4,999.60	\$635.75	\$	122,149.99
158	\$5,024.60	\$610.75	\$	117,125.39
159	\$5,049.72	\$585.63	\$	112,075.67
160	\$5,074.97	\$560.38	\$	107,000.70
161	\$5,100.34	\$535.00	\$	101,900.36
162	\$5,125.85	\$509.50	\$	96,774.51
163	\$5,151.47	\$483.87	\$	91,623.04
164	\$5,177.23	\$458.12	\$	86,445.80
165	\$5,203.12	\$432.23	\$	81,242.69
166	\$5,229.13	\$406.21	\$	76,013.55
167	\$5,255.28	\$380.07	\$	70,758.27
168	\$5,281.56	\$353.79	\$	65,476.72
169	\$5,307.96	\$327.38	\$	60,168.75
170	\$5,334.50	\$300.84	\$	54,834.25
171	\$5,361.18	\$274.17	\$	49,473.07
172	\$5,387.98	\$247.37	\$	44,085.09
173	\$5,414.92	\$220.43	\$	38,670.17
174	\$5,442.00	\$193.35	\$	33,228.17
175	\$5,469.21	\$166.14	\$	27,758.97
176	\$5,496.55	\$138.79	\$	22,262.42
177	\$5,524.04	\$111.31	\$	16,738.38
178	\$5,551.66	\$83.69	\$	11,186.72
179	\$5,579.41	\$55.93	\$	5,607.31
180	\$5,607.31	\$28.04	\$	(0.00)

CLERFIELD, PENNSYLVANIA 16830
P.O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELLIN, KUBISTA & RYAN

APR 20 2007
William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

LEZZER LUMBER, INC.,
A Pennsylvania Corporation
Plaintiff

vs.

No. 07-622-CD

RONALD C. TORRELL, an individual
and RICHARD J. BERNARDO, an
Individual, t/a TORRELL & BERNARDO
REMODELING AND CUSTOM HOMES
Defendant

Notice is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$667,808.46 on April 20, 2007.

Prothonotary,

William H. Baer

COPY

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

Lezzer Lumber, Inc.

Plaintiff(s)

No.: 2007-00622-CD

Real Debt: \$667,808.46

Atty's Comm: \$

Vs.

Costs: \$

Ronald C. Torrell, Richard J. Bernardo,
Torrell & Bernardo Remodeling and Custom
Homes, Defendant(s)

Int. From: \$

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

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

FILED

01:55 P.M. 6/1

JUN 11 2008

NO CC

(610)

PARTIAL RELEASE OF JUDGMENT LIEN

William A. Shaw
Prothonotary/Clerk of Courts

FROM: LEZZER LUMBER

Releasor

DATE OF JUDGMENT:

APRIL 20, 2008

CAPTION NO. FOR JUDGMENT:
2007-622-C.D.

TO: RONALD C. TORRELL, an individual, RICHARD J. BERNARDO, an individual t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES,
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 **RONALD C. TORRELL**, an individual **RICHARD J. BERNARDO**, an individual **AND TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** in the Court of Common Pleas of the Clearfield County, Pennsylvania, as of 2007-622-C.D. ("judgment"); and

WHEREAS, RONALD C. TORRELL, RICHARD J. BERNARDO, TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, 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.

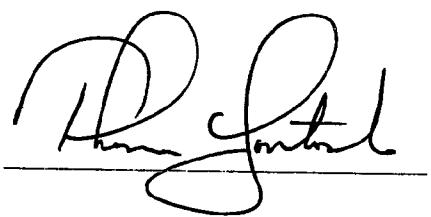
WHEREAS, the judgment presently operates as a lien on the above-described property of **RONALD C. TORRELL AND RICHARD J. BERNARDO, TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES**, of which became vested with title to the aforementioned property by deed of Ronald C. Torrell and Richard J. Bernardo, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, and TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, their heir, executors, administrators and assigns and TORRELL AND**

BERNARDO REMODELING AND CUSTOM HOMES, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO**, their heirs, executors, administrators and assigns, and **TORRELL AND BERNARD REMODELING AND CUSTOM HOMES**, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO AND TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** in Clearfield County or elsewhere.

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

WITNESS



Ronald C. Torrell

LEZZER LUMBER

BY



Joe P. Cottrell

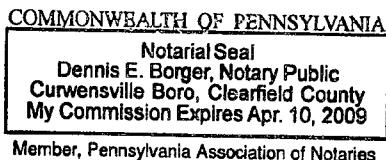
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CLEARFIELD :
:

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:

Dennis E. Borger
Notary Public



FILED NOCC

01/43/01 44
AUG 08 2008
William A. Shaw
Prothonotary/Clerk of Courts
\$7.00

PARTIAL RELEASE OF JUDGMENT LIEN

FROM: LEZZER LUMBER

Releasor

DATE OF JUDGMENT:

APRIL 20, 2008

CAPTION NO. FOR JUDGMENT:

2007-622-C.D.

TO: RONALD C. TORRELL, an individual, RICHARD J. BERNARDO, an individual t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES,
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 **RONALD C. TORRELL**, an individual **RICHARD J. BERNARDO**, an individual **AND TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** in the Court of Common Pleas of the Clearfield County, Pennsylvania, as of 2007-622-C.D. ("judgment"); and

WHEREAS, **RONALD C. TORRELL**, **RICHARD J. BERNARDO**, **TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES**, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES**, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, and TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, their heir, executors, administrators and assigns and TORRELL AND**

BERNARDO REMODELING AND CUSTOM HOMES, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO**, their heirs, executors, administrators and assigns, and **TORRELL AND BERNARD REMODELING AND CUSTOM HOMES**, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO AND TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** 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



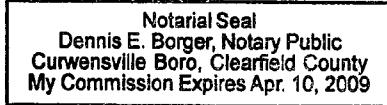
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CLEARFIELD :

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



Member, Pennsylvania Association of Notaries



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:

2007-622-C.D.

TO: RONALD C. TORRELL, an individual, RICHARD J. BERNARDO, an individual t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES,
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 **RONALD C. TORRELL**, an individual **RICHARD J. BERNARDO**, an individual **AND TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** in the Court of Common Pleas of the Clearfield County, Pennsylvania, as of 2007-622-C.D. ("judgment"); and

WHEREAS, RONALD C. TORRELL, RICHARD J. BERNARDO, TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES**, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, and TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO, their heir, executors, administrators and assigns and TORRELL AND**

BERNARDO REMODELING AND CUSTOM HOMES, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO**, their heirs, executors, administrators and assigns, and **TORRELL AND BERNARD REMODELING AND CUSTOM HOMES**, 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 **RONALD C. TORRELL AND RICHARD J. BERNARDO AND TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES** in Clearfield County or elsewhere.

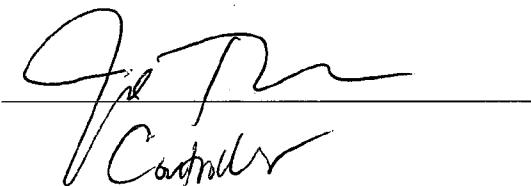
IN WITNESS WHEREOF, I have set my hand and seal this 10 day of June, 2008.

WITNESS



LEZZER LUMBER

BY



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. Borger, Notary Public
Curwenville Boro, Clearfield County
My Commission Expires Apr. 10, 2009

Member, Pennsylvania Association of Notaries


Notary Public

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

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. 2007-622 CD, securing the principal sum of SIX HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND FORTY SIX CENTS (\$667,808.46) 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 NO CC
07-622 CD
SEP 08 2008 Atty
Hopkins
William A. Shaw
Prothonotary/Clerk of Courts
pd \$7.00
60

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 JOEL 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° 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° 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° 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° 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° 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° 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° 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.

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

LEZZER LUMBER, INC., :
Plaintiff :
vs. : No. 2007-622-CD
RONALD C. TORRELL, RICHARD J. :
BERNARDO, TORRELL & BERNARDO :
REMODELING and CUSTODY HOMES, :
Defendants :

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 *pd \$20.00*
S 9:07:40 AM 5 JUL 2012 SCC +
Surts to ATT
William A. Shaw
Prothonotary/Clerk of Courts
CK

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

LEZZER LUMBER, INC., :
Plaintiff :
vs. : No. 2007-622-CD
RONALD C. TORRELL, RICHARD J. :
BERNARDO, TORRELL & BERNARDO :
REMODELING and CUSTODY HOMES, :
Defendants :

PRAECIPE FOR WRIT OF REVIVAL

To the Prothonotary:

Issue writ of revival of lien of judgment entered at Clearfield County Docket No. 2007-00622-CD and enter it in the judgment index against Ronald C. Torrell, Richard J. Bernardo, Torrell & Bernardo Remodeling and Custom Homes in the amount of \$667,808.46 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. 2007-622-CD
RONALD C. TORRELL, RICHARD J. :
BERNARDO, TORRELL & BERNARDO :
REMODELING and CUSTODY HOMES, :
Defendants :

WRIT OF REVIVAL

To: Ronald C. Torrell
Richard J. Bernardo
Torrell & Bernardo Remodeling and Custom Homes
130 McCracken Run Road
DuBois, PA 15801

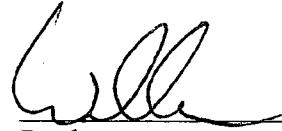
1. You are notified that the Plaintiff has commenced a proceeding to revive the lien of the judgment entered in the Court of Common Pleas of Clearfield County at Docket No. 2007-0062-CD.
2. The Plaintiff claims that the amount due and unpaid is \$667,808.46 with interest, attorneys fees and costs.
3. 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: 7-20-12



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: 2007-622-CD

LEZZER LUMBER, INC

vs

RONALD C. TORRELL, RICHARD J. BERNARDO, TORRELL & BERNARDO REMODELING & CUTSTODY HOMES
WRIT OF REVIVAL & PRAECIPE

SERVE BY: 08/19/2012

HEARING:

PAGE: 109863

DEFENDANT: RONALD C. TORRELL
ADDRESS: 130 MCCRACKEN RUN RD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

FILED
8/10/12 4:44pm
AUG 02 2012
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 7-26-12 AT 10:31 AM SERVED THE WITHIN

WRIT OF REVIVAL & PRAECIPE ON RONALD C. TORRELL, DEFENDANT
BY HANDING TO Bob Pannone Materisi Coed.

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

ADDRESS SERVED 130 McCracken Run Rd. Dubois
(Residence Employment Sheriff's Office Other

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL & PRAECIPE FOR RONALD C. TORRELL

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO RONALD C. TORRELL

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2012

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

George F. Dohman
Deputy Signature

George F. Dohman
Print Deputy Name

To Deputy 7/23/12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 2007-622-CD

LEZZER LUMBER, INC

vs

RONALD C. TORRELL, RICHARD J. BERNARDO, TORRELL & BERNARDO REMODELING & CUTSTODY HOMES
WRIT OF REVIVAL & PRAECIPE

SERVE BY: 08/19/2012

HEARING:

PAGE: 109863

DEFENDANT: RICHARD J. BERNARDO
ADDRESS: 130 MCCRACKEN RUN RD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

SHERIFF'S RETURN

NOW, 7-26-12 AT 10:31 AM PM SERVED THE WITHIN

WRIT OF REVIVAL & PRAECIPE ON RICHARD J. BERNARDO, DEFENDANT
BY HANDING TO Bob Pannone Material Cord.

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

ADDRESS SERVED 130 McCracken Run Rd Dubois
(Residence) Employment (Sheriff's Office) (Other)

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL & PRAECIPE FOR RICHARD J. BERNARDO

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO RICHARD J. BERNARDO

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____DAY OF 2012

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. Dohmen
Deputy Signature

George F. Dohmen
Print Deputy Name

To Deputy 7/23/12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 2007-622-CD

LEZZER LUMBER, INC

vs

RONALD C. TORRELL, RICHARD J. BERNARDO, TORRELL & BERNARDO REMODELING & CUTSTODY HOMES
WRIT OF REVIVAL & PRAECIPE

SERVE BY: 08/19/2012

HEARING:

PAGE: 109863

DEFENDANT: TORRELL & BERNARDO REMODELING & CUSTOM HOMES

ADDRESS: 130 MCCRAKEN RUN RD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

SHERIFF'S RETURN

NOW, 7-27-12 AT 9:49 0 AM PM SERVED THE WITHIN

WRIT OF REVIVAL & PRAECIPE ON TORRELL & BERNARDO REMODELING & CUSTOM HOMES, 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 130 MCCRAKEN Run Rd DUBOIS
(Residence Employment (Sheriff's Office (Other

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL & PRAECIPE FOR TORRELL & BERNARDO REMODELING & CUSTOM HOMES

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO TORRELL & BERNARDO REMODELING & CUSTOM HOMES

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

30th DAY OF July 2012

WILLIAM A. SHAW

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

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 # 109863
NO: 2007-622-CD
SERVICES 3
WRIT OF REVIVAL & PRAECIPE

PLAINTIFF: LEZZER LUMBER, INC

vs.

DEFENDANT: RONALD C. TORRELL, RICHARD J. BERNARDO, TORRELL & BERNARDO REMODELING & CUTSTODY HOMES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KUBISTA	2831	30.00
SHERIFF HAWKINS	KUBISTA	2831	51.59

Sworn to Before Me This

So Answers,

____ Day of _____ 2012



Chester A. Hawkins
Sheriff

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

LEZZER LUMBER, INC., :
Plaintiff :
vs. : No. 2007-622-CD

RONALD C. TORRELL, RICHARD J. :
BERNARDO, TORRELL & BERNARDO :
REMODELING and CUSTOM HOMES, :
Defendants :

2
FILED

AUG 16 2012

4 011215
William A. Shaw
Prothonotary/Clerk of Courts
COURT FACILIA DEPT

+ Harry

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. 2007-622-CD
:
RONALD C. TORRELL, RICHARD J. :
BERNARDO, TORRELL & BERNARDO :
REMODELING and CUSTOM HOMES, :
Defendants :
:

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

TO THE PROTHONOTARY:

The Defendants 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 Defendants in the amount of \$667,808.46, together with interests and costs.

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. 2007-622-CD

RONALD C. TORRELL, RICHARD J.
BERNARDO, TORRELL & BERNARDO
REMODELING and CUSTOM HOMES,
Defendants

WA FILED pd \$7.00
3cc Atty
Ryan
S APR 14 2015
01/10/42/15
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

RELEASE OF LIEN OF JUDGMENT

Filed on behalf of:
Lezzer Lumber, Inc.

Counsel for 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
(814) 765-9893 - facsimile

RELEASE FROM LIEN OF JUDGMENT

THIS RELEASE, made this 13th day of April, 2015, by and between LEZZER LUMBER, INC. ("Lezzer") and RONALD C. TORRELL, an individual, of DuBois, Pennsylvania (hereinafter "Torrell").

WHEREAS, a judgment was entered in favor of LEZZER and against Ronald C. Torrell, Richard J. Bernardo and Torrell & Bernardo Remodeling and Custom Homes, in the amount of \$667,808.46 together with interest and costs, filed in the Court of Common Pleas of Clearfield County, Pennsylvania to Case No. 2007-622-CD and subsequently revived on August 16, 2012.

AND WHEREAS, LEZZER has agreed to release TORRELL from the said judgment;

NOW, the said LEZZER, in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by the said TORRELL, the receipt whereof is hereby acknowledged, has covenanted, promised and agreed and hereby does, for itself, its successors and assigns, covenant, promise and agree with the said TORRELL, his heirs, executors, successors and assigns, that no execution or other final process, or proceeding in law, shall be sued, levied, taken or executed by the said LEZZER, its successors or assigns, by virtue of the said judgment on, for or against any assets owned by TORRELL, as above recited; and by these presents, does remise, release and quitclaim unto the said TORRELL, his heirs, executors, successors and assigns, from the lien of the said judgment.

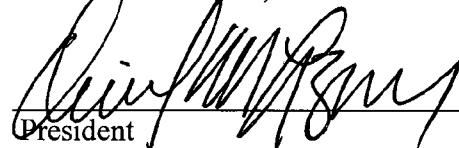
IN WITNESS WHEREOF, LEZZER, intending to be legally bound hereby, has
hereunto set his hand and seal, the day and date first above written.

ATTEST:



Asst Secretary

LEZZER LUMBER, INC.



President