



FILED *Att'y pd.*  
M 110:18501 85.00  
DEC 12 2007 3CC Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159  
Attorney for Plaintiff

LEZZER LUMBER, INC.	Plaintiff	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
v		NO. 07-2018-CD
AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal guarantor		CIVIL ACTION - LAW
Defendants		

### NOTICE

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

*March 20, 2008* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *[Signature]*

Deputy Prothonotary

## **AVISO**

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.

CIVIL ACTION - LAW

**C O M P L A I N T**

The Plaintiff, LEZZER LUMBER, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendants to recover the sum of **FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06)**, along with interest thereon at the statutory rate from August 30, 2007, upon a cause of action of which the following is a statement:

1. The Plaintiff, LEZZER LUMBER, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at Curwensville, Pennsylvania.
  
2. The Defendant, AAP, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**

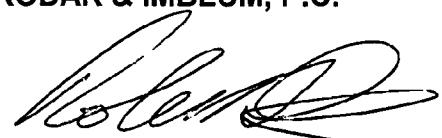
3. The Defendant, KEVIN WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**
4. The Defendant, KENTON WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **1341 Turnpike Avenue, Clearfield, Clearfield County, Pennsylvania 16830.**
5. On or about May 6, 2005, Defendants submitted a Credit Application, complete with Personal Guaranty, which credit was granted to Defendants. A true and correct copy of said Credit Application and Personal Guaranty is attached hereto, marked **Exhibit "A"** and made a part hereof.
6. Thereafter, on various dates and for various amounts, Plaintiff, at the special instance and request of the Defendants, sold and delivered goods, wares and merchandise to the total amount of Four Thousand Seven Hundred Thirty-Eight Dollars and Thirty-Three Cents (\$4,738.33) as set forth on Plaintiff's April 1, 2007 Statement of Account attached hereto, marked **Exhibit "B"** and made a part hereof.
7. The prices charged for said goods, wares and merchandise were just and reasonable, were the legal and market prices therefor and were the prices which the Defendants promised and agreed to pay to Plaintiff.
8. Due to Defendants' default in payment of said amount due and owing as aforesaid, interest has been added to said account in the total amount of One Hundred Ninety-

Eight Dollars and Thirty-Nine Cents (\$198.39), leaving a current outstanding balance due and owing of Four Thousand Nine Hundred Thirty-Six Dollars and Seventy-Two Cents (\$4,936.72), as shown on Plaintiff's Affidavit of Debt attached hereto, marked **Exhibit "C"** and made a part hereof.

9. Due to the default of Defendant, and pursuant to the terms and conditions of the Credit Application executed by Defendant hereto attached as Exhibit "A", attorney's fees in the total amount of Nine Hundred Eighty-Seven Dollars and Thirty-Four Cents (\$987.34) have been added to said account.
10. Plaintiff's Invoices are not attached to this pleading due to the voluminous nature of same and have previously been provided to Defendants.
11. Plaintiff frequently demanded payment from Defendants of said amount due and owing as aforesaid, but Defendants refused and neglected and still refuse and neglect to pay said amount or any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06), along with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



---

Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff

# APPLICATION FOR CREDIT



---

## INSTRUCTIONS:

**INDIVIDUALS and SOLE PROPRIETORSHIPS** Must Complete Sections 1, 4, 5, 6 and 7

**CORPORATIONS/ORGANIZATIONS** Must Complete Sections 2, 4, 5, 6 and 7

**PARTNERSHIPS** Must Complete Sections 3, 4, 5, 6 and 7

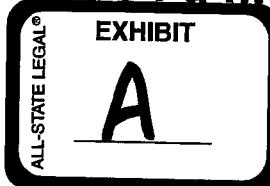
All Sections required by your applicant type must be fully completed. Any applications received without the required information or signatures will be returned unprocessed.

**This is not a revolving Charge Account.**

---

**Tradition, Quality, and Service... Since 1927!**

[www.lezzerlumber.com](http://www.lezzerlumber.com)



## SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIP

### BUSINESS INFORMATION

<i>Business Name</i>	<i>Phone Number</i>	<i>Years in Business</i>
<i>Address</i>	<i>City</i>	<i>State</i>
		<i>Zip</i>

### APPLICANT INFORMATION

<i>Name</i>	<i>Phone Number</i>	<i>Soc. Sec. No.</i>	<i>Date of Birth</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Employer</i>	<i>Employer's Address</i>	<i>State</i>	<i>Zip</i>
<i>Position</i>	<i>Years Employed</i>	<i>Annual Income</i>	

### SPOUSE INFORMATION

<i>Name</i>	<i>Phone Number</i>	<i>Soc. Sec. No.</i>	<i>Date of Birth</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Employer</i>	<i>Employer's Address</i>	<i>State</i>	<i>Zip</i>
<i>Position</i>	<i>Years Employed</i>	<i>Annual Income</i>	

### OTHER INFORMATION

<i>Housing Status (Check One)</i>	<i>Any unsatisfied judgments against you?</i>	<i>If yes, amount?</i>
<input type="radio"/> Own/Buying <input type="radio"/> Rent <input type="radio"/> Board	<input type="radio"/> Yes <input type="radio"/> No	
<i>Type of Housing (Check One)</i>		<i>Have you ever declared bankruptcy?</i>
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt		<input type="radio"/> Yes <input type="radio"/> No
<i>If yes, when?</i>		

\* **SECTION 2: CORPORATIONS / GOVERNMENT / CHURCHES / SPORTS LEAGUES / CIVIC ORGANIZATIONS**

**BUSINESS INFORMATION**

Name of Corporation or Entity	Phone Number	Federal Employer Identification	
AAI, Inc	814-765-3150	02-0548902	
Address	City	State	Zip
526 W. Pauline	Clearfield	PA	16830
Name of Bonding Company	Date of Inc	State of Inc	D & B #
NONE Currently	2003 (March)	PA	
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	No		No

**OFFICER INFORMATION**

Name of Officer	Phone Number	Title	Social Security No.
Kevin S. WISOR	814-765-3150	Pres	165-48-8436
Address	City	State	Zip
526 W Pauline Dr.	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
KENTON WISOR	814-540-3780	Sec Treas	182-66-9137
Address	City	State	Zip
1341 Tampico Ave	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

### SECTION 3: PARTNERSHIPS

#### BUSINESS INFORMATION

Partnership Name	Phone Number	Federal Employer Identification	
Address	City	State	Zip
Name of Bonding Company	Years in Business	Partnership Type	D & B #
		<input type="radio"/> General <input type="radio"/> Limited	
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	<input type="radio"/> Yes <input type="radio"/> No		<input type="radio"/> Yes <input type="radio"/> No

#### PARTNER INFORMATION

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

**SECTION 4: REFERENCES**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

**PRINCIPAL CHECKING ACCOUNT INFORMATION**

Name of Bank	Account Number	Phone Number	Contact Person
PNB	165277-6	765-2817	Sue Shumel
Address	City	State	Zip
101 Main Road	Clearfield	PA	16830

**PRINCIPAL LENDER INFORMATION**

Name of Lender	Phone Number	Contact Person
PNB		
Address	City	State
		Zip
Total Amount of Loans	Line of Credit?	If Yes, Limit?

**BUSINESS CREDIT REFERENCE INFORMATION**

Name of Supplier	Phone Number	Credit Limit	Contact Person
Highline Supplies	814-765-3470	No Limit	Glenn John
Address	City	State	Zip
	Clearfield	PA	16830

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

**SECTION 5: REQUEST FOR CREDIT - (ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)**

What is the estimated cost of the project?	How much credit are you requesting?	Tax Exempt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	15,000	(If yes, attach completed exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Purchase Orders required to charge?	If No, please list names of person authorized to charge on this account	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	KEVIN S. WISER TRES	
Store you are requesting credit from?	KENTON S. WISER SEC/TRES	
Jenner's Stores		

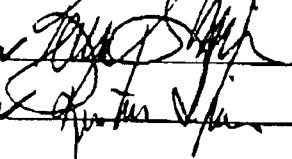
**SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

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

**DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT  
HERETO ATTACHED TO THIS APPLICATION AND MADE A PART HEREOF.** You acknowledge that you have kept a copy of the credit account agreement form LHI-702 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

WITNESS the signature of the parties hereto, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**INDIVIDUAL & SPOUSE SIGNATURES**

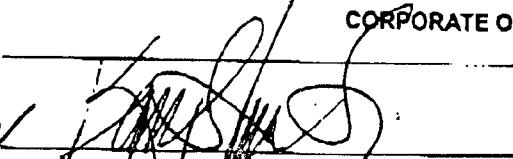
 (SEAL) \_\_\_\_\_ (SEAL)

 (SEAL) \_\_\_\_\_ (SEAL)

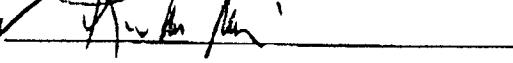
**PARTNER & SPOUSE SIGNATURES & TITLES**

BY: \_\_\_\_\_ (SEAL)  
TITLE

**CORPORATE OFFICER SIGNATURES & TITLES**

 BY: \_\_\_\_\_ (SEAL)  
TITLE

 BY: \_\_\_\_\_ (SEAL)  
TITLE

 BY: \_\_\_\_\_ (SEAL)  
TITLE



**SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

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

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

Signature

Date

Signature

Date

---

Signature

Date

---

Signature

Date

---

DO NOT WRITE BELOW THIS LINE

---

**For Office Use Only**

Approved By	Date Approved	Account Number	Type	Credit Limit
	5/6/05	17653180	1	5,000
			Code	Date
			8	5/6/05
Name of Salesperson		Code	Date	

# LEZZER HOLDINGS, INC.

## NON-REVOLVING CREDIT ACCOUNT AGREEMENT

The undersigned Purchaser makes this credit application and agreement to Lezzer Holdings, Inc. for the extension of credit. In this Agreement, "Purchaser" and "Debtor" mean each person, individual, company, entity, corporation or partnership whose application for the Lezzer Holdings, Inc. Credit Account ("Account") covered by this application has been accepted. Lezzer Holdings, Inc., includes but is not limited to Lezzer Lumber, Inc., Lezzer Truss Systems, Inc., Lezzer Commercial Door Division, Inc., Lezzer Pro Installations, Inc./ Dynamic Energy.

**TERMS OF PAYMENT:** In the event that Lezzer Holdings, Inc. agrees to extend and to continue to extend credit to Purchaser, the terms of the account are net thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Purchaser agrees to pay service charges of 1.5% per month or 18% Annual Percentage Rate on all unpaid balances which become thirty (30) days or more past due. The service charge will continue to accrue on the unpaid balance due and owing Lezzer Holdings, Inc. by Purchaser, until such time as the entire unpaid balance is paid in full by Purchaser.

**LATE FEES:** Purchaser agrees to pay Late Fees of \$20.00 per month on each account that becomes 30 days or more past due.

**DEFAULT:** If Lezzer Holdings, Inc. accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of Lezzer Holdings, Inc. rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance or failure to make a payment when due shall constitute an event of default. In the event of default, Lezzer Holdings, Inc. shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

**ACCELERATION:** In the event of default by Purchaser under this agreement, Lezzer Holdings, Inc., may immediately declare the entire unpaid balance of the account due and payable.

**ATTORNEY'S FEES AND COSTS:** In the event of default, Lezzer Holdings, Inc. will charge Purchaser and Purchaser agrees to pay all costs of collection, including attorney's fees, court costs and any other expenses, to the extent permitted by law.

**CREDIT INVESTIGATION AND DISCLOSURE:** Customer Authorizes Lezzer Holdings, Inc., to obtain credit reports to be used in connection with this application and to obtain further credit information from any person or firm set forth in this application and from any other source that we decided to use regarding the business, its officers, directors, agents, employees, or principals. You authorize us to retain all information and reports for our files. Lezzer Holdings, Inc., reserves the right to report Purchaser's Performance of the application to credit bureaus or other interested parties.

**CONTRACT SUBJECT TO APPROVAL:** This agreement is subject to the approval of Lezzer Holdings, Inc. Credit Department.

**CREDIT WITHDRAWN:** Purchaser acknowledges that credit privileges, if granted, may be withdrawn, for any reason, at any time at the option of Lezzer Holdings, Inc.

**MECHANIC'S LIEN:** If the account remains unpaid for sixty (60) days, a mechanics lien may be filed to secure payment of debt.

**SIGNATURE OF PURCHASER:** Application must be signed by Purchaser and spouse. If the Purchaser is a partnership, all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers and their spouses must sign the application with the corporate seal affixed to the application.

**SECURITY INTEREST IN MATERIALS:** Purchaser hereby grants to Lezzer Holdings, Inc. a security interest under the Uniform Commercial Code ("UCC"). Purchaser agrees to filing any Financing Statement (UCC-1) and other instrument, document or papers against all inventory of Debtor, whether now owned or hereafter acquired and wherever located. All Accounts receivable including proceeds and products. All contract rights including proceeds. All communications equipment including proceeds and products. All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools, land, bank checking and savings accounts, certificates of deposit, stock shares, household goods, and the goods described in any equipment schedule of list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all Debtor's equipment). Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposi-

tion of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of debtor, whether now owned or hereafter acquired, including, but limited to allocations for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, the right to use Debtor's name and tax refunds, and to perform all acts Lezzer Holdings, Inc. may require to protect or perfect Lezzer Holdings, Inc.'s security interest in material sold under this agreement. Purchaser agrees not to transfer, sell or otherwise encumber said materials until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials until the price is fully paid.

**NON-WAIVER:** No claim or remedy of Lezzer Holdings, Inc. arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Lezzer Holdings, Inc.

**ASSIGNMENT:** Purchaser shall not assign any of its rights under this agreement to any Person, Firm or Corporation without prior express written consent of Lezzer Holdings, Inc.

**AGENTS OF PURCHASER:** Purchaser shall be fully responsible and liable for any and all charges made by any person. Any revocation of an authorized individual to charge must be provided in writing, until such time that the purchaser provides Lezzer Holdings, Inc. with written notification of persons authorized to make charges. Correspondence Should be mailed to Lezzer Holdings, Inc., PO Box 217, Schofield Street, Curwenville, PA 16833.

**CREDIT HOLD:** Lezzer Holdings, Inc. reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, Lezzer Holdings, Inc. reserves the right to withdraw credit privileges.

**CREDIT APPLICATION:** Purchaser represents and warrants that the information provided and the statements made by Purchaser on the credit application attached hereto and made part of this agreement are true, accurate and complete. Purchaser acknowledges and agrees that if Lezzer Holdings, Inc., in its sole and absolute discretion, agrees to extend and continue to extend credit to Purchaser such decisions will be in reliance on the information provided in the credit application.

**ENTIRE AGREEMENT:** This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between Lezzer Holdings, Inc. and Purchaser with regard to the Credit Account furnished to you, provided Lezzer Holdings, Inc. agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between Lezzer Holdings, Inc. and Purchaser, heirs, executors and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of the account can be modified only by written amendment signed by an authorized person at Lezzer Holdings, Inc. and Purchaser.

**VENUE:** In consideration of the credit to be extended by Lezzer Holdings, Inc. to Purchaser, Purchaser agrees to submit to the jurisdiction of the Court of common Pleas of Clearfield County, Pennsylvania or such other appropriate county as is deemed appropriate by Lezzer Holdings, Inc., for the purpose of resolving any claims or dispute arising out of this agreement. Purchaser specifically authorizes Lezzer Holdings, Inc. to initiate suit against Purchaser in the court of common pleas, Clearfield County, Pennsylvania, should a dispute arise concerning this agreement or the merchandise purchased in conjunction herewith.

**NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, nation origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is the federal trade commission, Equal Credit Opportunity, Washington, DC 20580.

**CUSTOMER COPY**

LHI702

CUSTOMER	STATEMENT DATE	PAGE
17653150	04/01/07	1
10024900	17653150	M

## STATEMENT



REMIT TO:  
LEZZER LUMBER CO.  
P.O. BOX 217  
CURWENSVILLE, PA 16833

FOR BILLING INQUIRIES 814-236-0220

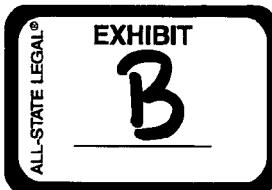
**PLEASE WRITE YOUR CUSTOMER  
NUMBER ON YOUR CHECK.**

TRANSACTION NUMBER	STORE	TRANSACTION DATE	TRANS. TYPE	AMOUNT	DUE DATE	INVOICE AGING				PLEASE CHECK ITEMS BEING PAID
						C/P	30	60	90	
33107	1	03/31/07	FC	66.13		*				

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18%  
ACCOUNTS WITH A MINIMUM FINANCE CHARGE OF \$1.00. TERMS ARE NET 30 DAYS.

WILL BE ASSESSED ON ALL PAST DUE

PREVIOUS BALANCE	CURRENT CHG/CRD	CURRENT PMTS.	FINANCE CHARGE	NEW BAL/AMT. DUE
4672.20	0.00	0.00	66.13	4738.33
CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	121 DAYS & OVER
66.13	66.13	66.13	307.00	4232.94
				ACCUMULATE CHG.



INSTRUCTIONS: This affidavit must be made by the creditor:

- A. Personally, if an individual, by completing section A: OR
- B. By an officer, with title designated, if a corporation, by completing section B: OR
- C. By a partner, if a partnership, by completing section C.

A current statement of account and supporting documentation of the exact amount due must be attached.

At Curwensville in the County of Clearfield and  
State of Pennsylvania, on the 30th day of July, 2007, came  
Thomas Yontosh of said County and State says:

- A. That he/she hereinafter designates himself/herself as creditor.
- B. That he/she is the Corp Credit Mgr of LEZZER Lumber Inc. a corporation duly organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania, which corporation is hereinafter designated as creditor.
- C. That he/she is a partner in the partnership known as \_\_\_\_\_, which partnership is hereinafter designated as creditor.

That said creditor is doing business at the place, County and State aforesaid, and that the undersigned is duly authorized to make this proof in creditor's behalf: that Kevin + Kenton Wilson AAP Inc. is justly and truly indebted to said creditor, over and above all legal set-offs and counterclaims, in the amount of \$4936.72, and that annexed to this affidavit is a copy of the statement of account; and that said sum is due creditor on open account or \_\_\_\_\_.

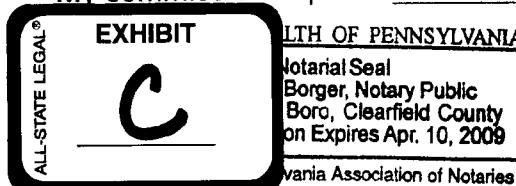
And further deponent sayeth not.

LEZZER Lumber Inc. Creditor  
By Thomas Yontosh Deponent

Acknowledged, subscribed and sworn to before me the day and year first above mentioned.

W. E. Argan Notary Public  
County of CLEARFIELD  
State of Pennsylvania

My commission expires: APRIL 10, 2009



VERIFICATION

I, Thomas Vantosh Cors Credit Mgr.  
(name) (title)

of LEZZER LUMBER, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

LEZZER LUMBER, INC.

By: Thomas VantoshTitle: Cors Credit Mgr.Dated: 10/8/0733707  
AAP

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7152

Mar 20 2008  
M/11:10/2008  
Prothonotary/Clerk of Courts  
I want to file

ATTORNEY FOR PLAINTIFF

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendant(s)

IN THE COURT OF COMMON PLEAS OF  
Clearfield COUNTY, PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint in the above-referenced matter for service upon  
Defendant(s) as follows:

AAP, Inc.  
526 W. Pauline Drive, Clearfield, PA 16830

Kevin Wisor, personal guarantor  
526 W. Pauline Drive, Clearfield, PA 16830

Kenton Wisor, personal guarantor  
1341 Turnpike Avenue, Clearfield, PA 16830

TO: Clearfield County  
Prothonotary

  
\_\_\_\_\_  
Robert D. Kodak Attorney for Plaintiff  
Attorney I.D. No. 18041  
Email: [robert.kodak@verizon.net](mailto:robert.kodak@verizon.net)

Dated: March 11, 2008

Date: 3/20/2008  
Time: 11:21 AM

Clearfield County Court of Common Pleas  
Receipt

NO. 1923192  
Page 1 of 1

Received of: Kodak & Imblum, P.C. \$ 7.00

Seven and 00/100 Dollars

Case:	Plaintiff:	Amount
2007-02018-CD	Lezzer Lumber, Inc. vs. AAP, Inc	
Reissue Writ/Complaint		7.00
Total:		7.00

Check: 3357

Payment Method:	Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered:	7.00	
Change Returned:	0.00	By: _____
Clerk:	BILLSHAW	Deputy Clerk

LAW OFFICES OF

**KODAK & IMBLUM, P.C.**

Robert D. Kodak  
Gary J. Imblum

CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
robert.kodak@verizon.net

Telephone  
717.238.7152  
Facsimile  
717.238.7158

March 11, 2008

OFFICE OF THE PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
POST OFFICE BOX 549  
CLEARFIELD PA 16830

RE: Lezzer Lumber, Inc.  
VS: AAP, Inc., *et al*  
No. 07-2018-CD, Court of Common Pleas, Clearfield County, PA  
Our File No. 33707

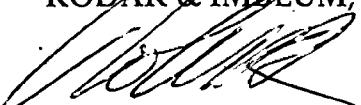
Dear Sir or Madam:

Enclosed please find an original and one copy of our Praecept to Reinstate Complaint in the above-referenced matter together with our check in the amount of \$7.00 for filing. Please file in accordance with your local rules and regulations and return a time-stamped copy of same to the undersigned in the stamped self-addressed envelope enclosed. *NOV 2008* *EW 540399*

Please reinstate the Complaint and forward same to the Sheriff's Office, together with a copy of the Praecept to Reinstate, Sheriff Service Form and Sheriff check(s) in the amount of \$115.00 for service.

As always, we thank you for your usual fine service.

Very truly yours,  
**KODAK & IMBLUM, P.C.**

  
Robert D. Kodak, Esquire

RDK/rzs  
Enclosure(s)

c ELLEN SEYMOUR  
AMERICAN FINANCIAL MANAGEMENT  
3715 VENTURA DRIVE  
ARLINGTON HEIGHTS IL 60004

683933

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 3 Services

Sheriff Docket # **103531**

LEZZER LUMBER INC

Case # 07-2018-CD

vs.

AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal  
guarantor

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW April 18, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO AAP, INC.,  
DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

1<sup>st</sup>  
Service

9310cm  
APR 18 2008

LM  
William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 3 Services

Sheriff Docket # **103531**

Case # 07-2018-CD

LEZZER LUMBER INC

vs.

AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal  
guarantor

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW April 18, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED: AS TO KEVIN  
WISOR, PERSONAL GUARANTOR, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 3 of 3 Services

Sheriff Docket #

**103531**

LEZZER LUMBER INC

Case # 07-2018-CD

vs.

AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal  
guarantor

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW April 18, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED: AS TO KENTON WISOR, PERSONAL GUARANTOR, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103531  
NO: 07-2018-CD  
SERVICES 3  
COMPLAINT

PLAINTIFF: LEZZER LUMBER INC

VS.

DEFENDANT: AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal guarantor

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KODAK	2169	30.00
SHERIFF HAWKINS	KODAK	2169	30.41

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

Certified a True  
and Correct Copy  
By 

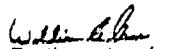
**COPY**

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159  
Attorney for Plaintiff

DEC 12 2007

Attest.

  
Prothonotary/  
Clerk of Courts

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

**NOTICE**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

## AVISO

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.

CIVIL ACTION - LAW

### C O M P L A I N T

The Plaintiff, LEZZER LUMBER, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendants to recover the sum of **FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06)**, along with interest thereon at the statutory rate from August 30, 2007, upon a cause of action of which the following is a statement:

1. The Plaintiff, LEZZER LUMBER, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at Curwensville, Pennsylvania.
2. The Defendant, AAP, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**

3. The Defendant, KEVIN WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**
4. The Defendant, KENTON WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **1341 Turnpike Avenue, Clearfield, Clearfield County, Pennsylvania 16830.**
5. On or about May 6, 2005, Defendants submitted a Credit Application, complete with Personal Guaranty, which credit was granted to Defendants. A true and correct copy of said Credit Application and Personal Guaranty is attached hereto, marked **Exhibit "A"** and made a part hereof.
6. Thereafter, on various dates and for various amounts, Plaintiff, at the special instance and request of the Defendants, sold and delivered goods, wares and merchandise to the total amount of Four Thousand Seven Hundred Thirty-Eight Dollars and Thirty-Three Cents (\$4,738.33) as set forth on Plaintiff's April 1, 2007 Statement of Account attached hereto, marked **Exhibit "B"** and made a part hereof.
7. The prices charged for said goods, wares and merchandise were just and reasonable, were the legal and market prices therefor and were the prices which the Defendants promised and agreed to pay to Plaintiff.
8. Due to Defendants' default in payment of said amount due and owing as aforesaid, interest has been added to said account in the total amount of One Hundred Ninety-

Eight Dollars and Thirty-Nine Cents (\$198.39), leaving a current outstanding balance due and owing of Four Thousand Nine Hundred Thirty-Six Dollars and Seventy-Two Cents (\$4,936.72), as shown on Plaintiff's Affidavit of Debt attached hereto, marked **Exhibit "C"** and made a part hereof.

9. Due to the default of Defendant, and pursuant to the terms and conditions of the Credit Application executed by Defendant hereto attached as Exhibit "A", attorney's fees in the total amount of Nine Hundred Eighty-Seven Dollars and Thirty-Four Cents (\$987.34) have been added to said account.
10. Plaintiff's Invoices are not attached to this pleading due to the voluminous nature of same and have previously been provided to Defendants.
11. Plaintiff frequently demanded payment from Defendants of said amount due and owing as aforesaid, but Defendants refused and neglected and still refuse and neglect to pay said amount or any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06), along with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



---

Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff

# APPLICATION FOR CREDIT



---

## INSTRUCTIONS:

**INDIVIDUALS and SOLE PROPRIETORSHIPS Must Complete Sections 1, 4, 5, 6 and 7**

**CORPORATIONS/ORGANIZATIONS Must Complete Sections 2, 4, 5, 6 and 7**

**PARTNERSHIPS Must Complete Sections 3, 4, 5, 6 and 7**

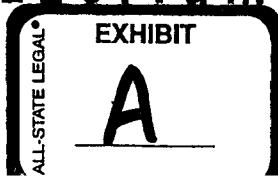
All Sections required by your applicant type must be fully completed. Any applications received without the required information or signatures will be returned unprocessed.

**This is not a revolving Charge Account.**

---

**Tradition, Quality, and Service... Since 1927!**

[www.lezzerlumber.com](http://www.lezzerlumber.com)



## SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIP

### BUSINESS INFORMATION

Business Name		Phone Number		Years in Business
Address	City	State	Zip	

### APPLICANT INFORMATION

Name	Phone Number	Soc. Sec. No.	Date of Birth
Address	City	State	Zip
Employer	Employer's Address	State	Zip
Position	Years Employed	Annual Income	

### SPOUSE INFORMATION

Name	Phone Number	Soc. Sec. No.	Date of Birth
Address	City	State	Zip
Employer	Employer's Address	State	Zip
Position	Years Employed	Annual Income	

### OTHER INFORMATION

Housing Status (Check One)	Any unsatisfied judgments against you?		If yes, amount?
<input type="radio"/> Own/Buying <input type="radio"/> Rent <input type="radio"/> Board	<input type="radio"/> Yes <input type="radio"/> No		

Type of Housing (Check One)	Have you ever declared bankruptcy?		If yes, when?
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		

\* **SECTION 2: CORPORATIONS / GOVERNMENT / CHURCHES / SPORTS LEAGUES / CIVIC ORGANIZATIONS**

**BUSINESS INFORMATION**

Name of Corporation or Entity	Phone Number	Federal Employer Identification	
AAP INC	814-765-3156	02-0548902	
Address	City	State	Zip
526 W. Pauline	Clearfield	PA	16830
Name of Bonding Company	Date of Inc	State of Inc	D & B # D & B Rating
NONE Currently	2003 (Arch)	PA	
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	No		No

**OFFICER INFORMATION**

Name of Officer	Phone Number	Title	Social Security No.
Kevin S. WISOR	814-765-3150	Pres	165-48-8436
Address	City	State	Zip
526 W Pauline Dr.	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
KENTON WISOR	814-540-3780	Asst Pres	182-66-9437
Address	City	State	Zip
1341 Turnpike Ave	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

### SECTION 3: PARTNERSHIPS

#### BUSINESS INFORMATION

Partnership Name	Phone Number	Federal Employer Identification	
Address	City	State	Zip
Name of Bonding Company	Years in Business	Partnership Type	D & B #
		<input type="radio"/> General <input type="radio"/> Limited	
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	<input type="radio"/> Yes <input type="radio"/> No		<input type="radio"/> Yes <input type="radio"/> No

#### PARTNER INFORMATION

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		If yes, amount?

**\* SECTION 4: REFERENCES**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

**PRINCIPAL CHECKING ACCOUNT INFORMATION**

Name of Bank	Account Number	Phone Number	Contact Person
PNB	165277-6	765-2817	Sue Shimer
Address	City	State	Zip
101 Town Road	Clearfield	PA	16830

**PRINCIPAL LENDER INFORMATION**

Name of Lender	Phone Number	Contact Person
PNB		
Address	City	State
		Zip
Total Amount of Loans	Line of Credit?	If Yes, Limit?

**BUSINESS CREDIT REFERENCE INFORMATION**

Name of Supplier	Phone Number	Credit Limit	Contact Person
Health Supplies	814-765-3470	No Limit	Cherry Johnson
Address	City	State	Zip
	Clearfield	PA	16830

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

**\* SECTION 5: REQUEST FOR CREDIT - (ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)**

What is the estimated cost of the project?	How much credit are you requesting?	Tax Exempt? <small>(If yes, attach completed exemption certificate)</small>
	15,000	<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
<input type="radio"/> Yes <input checked="" type="radio"/> No		
Purchase Orders required to charge?	If No, please list names of persons authorized to charge on this account	
<input type="radio"/> Yes <input checked="" type="radio"/> No	KEVIN S. WILSON PRES	
Store you are requesting credit from?	KENTON S. WILSON SEC/Treas.	
Jugger's Stores		

**SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

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

**DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT  
HERETO ATTACHED TO THIS APPLICATION AND MADE A PART HEREOF.** You acknowledge that you have kept a copy of the credit account agreement form LHI-702 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

WITNESS the signature of the parties hereto, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL & SPOUSE SIGNATURES**

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

**PARTNER & SPOUSE SIGNATURES & TITLES**

BY: \_\_\_\_\_ (SEAL)  
TITLE

**CORPORATE OFFICER SIGNATURES & TITLES**

BY: \_\_\_\_\_ (SEAL)  
TITLE

BY: \_\_\_\_\_ (SEAL)  
TITLE

BY: \_\_\_\_\_ (SEAL)  
TITLE

**\* SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)**

Authorization is given to Lazzer Holdings, Inc., to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/We authorize each source to provide Lazzer Holdings, Inc., with such information.

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

Signature

Date

Signature

Date

Signature

Date \_\_\_\_\_

**Signature**

Date

DO NOT WRITE BELOW THIS LINE

*For Office Use Only*

Approved By	Date Approved	Account Number	Type	Credit Limit
<i>JL.</i>	5/6/05	17653180	1	5,000
			Code	Date
			8	5/6/05
Name of Salesperson		Code	Date	

# LEZZER HOLDINGS, INC.

## NON-REVOLVING CREDIT ACCOUNT AGREEMENT

The undersigned Purchaser makes this credit application and agreement to Lezzer Holdings, Inc. for the extension of credit. In this Agreement, "Purchaser" and "Debtor" mean each person, individual, company, entity, corporation or partnership whose application for the Lezzer Holdings, Inc. Credit Account ("Account") covered by this application has been accepted. Lezzer Holdings, Inc., includes but is not limited to Lezzer Lumber, Inc., Lezzer Truss Systems, Inc., Lezzer Commercial Door Division, Inc., Lezzer Pro Installations, Inc./ Dynamic Energy.

**TERMS OF PAYMENT:** In the event that Lezzer Holdings, Inc. agrees to extend and to continue to extend credit to Purchaser, the terms of the account are not thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Purchaser agrees to pay service charges of **1.5% per month or 18% Annual Percentage Rate** on all unpaid balances which become thirty (30) days or more past due. The service charge will continue to accrue on the unpaid balance due and owing Lezzer Holdings, Inc. by Purchaser, until such time as the entire unpaid balance is paid in full by Purchaser.

**LATE FEES:** Purchaser agrees to pay Late Fees of \$20.00 per month on each account that becomes 30 days or more past due.

**DEFAULT:** If Lezzer Holdings, Inc. accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of Lezzer Holdings, Inc. rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance or failure to make a payment when due shall constitute an event of default. In the event of default, Lezzer Holdings, Inc. shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

**ACCELERATION:** In the event of default by Purchaser under this agreement, Lezzer Holdings, Inc., may immediately declare the entire unpaid balance of the account due and payable.

**ATTORNEY'S FEES AND COSTS:** In the event of default, Lezzer Holdings, Inc. will charge Purchaser and Purchaser agrees to pay all costs of collection, including attorney's fees, court costs and any other expenses, to the extent permitted by law.

**CREDIT INVESTIGATION AND DISCLOSURE:** Customer Authorizes Lezzer Holdings, Inc., to obtain credit reports to be used in connection with this application and to obtain further credit information from any person or firm set forth in this application and from any other source that we decided to use regarding the business, its officers, directors, agents, employees, or principals. You authorize us to retain all information and reports for our files. Lezzer Holdings, Inc., reserves the right to report Purchaser's Performance of the application to credit bureaus or other interested parties.

**CONTRACT SUBJECT TO APPROVAL:** This agreement is subject to the approval of Lezzer Holdings, Inc. Credit Department.

**CREDIT WITHDRAWN:** Purchaser acknowledges that credit privileges, if granted, may be withdrawn, for any reason, at any time at the option of Lezzer Holdings, Inc.

**MECHANIC'S LIEN:** If the account remains unpaid for sixty (60) days, a mechanics lien may be filed to secure payment of debt.

**SIGNATURE OF PURCHASER:** Application must be signed by Purchaser and spouse. If the Purchaser is a partnership, all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers and their spouses must sign the application with the corporate seal affixed to the application.

**SECURITY INTEREST IN MATERIALS:** Purchaser hereby grants to Lezzer Holdings, Inc. a security interest under the Uniform Commercial Code ("UCC"). Purchaser agrees to filing any Financing Statement (UCC-1) and other instrument, document or papers against all inventory of Debtor, whether now owned or hereafter acquired and wherever located. All Accounts receivable including proceeds and products. All contract rights including proceeds. All communications equipment including proceeds and products. All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools, land, bank checking and savings accounts, certificates of deposit, stock shares, household goods, and the goods described in any equipment schedule of list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all Debtor's equipment). Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other dispository

of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of debtor, whether now owned or hereafter acquired, including, but limited to allocations for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, the right to use Debtor's name and tax refunds, and to perform all acts Lezzer Holdings, Inc. may require to protect or perfect Lezzer Holdings, Inc.'s security interest in material sold under this agreement. Purchaser agrees not to transfer, sell or otherwise encumber said materials until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials until the price is fully paid.

**NON-WAIVER:** No claim or remedy of Lezzer Holdings, Inc. arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Lezzer Holdings, Inc.

**ASSIGNMENT:** Purchaser shall not assign any of its rights under this agreement to any Person, Firm or Corporation without prior express written consent of Lezzer Holdings, Inc.

**AGENTS OF PURCHASER:** Purchaser shall be fully responsible and liable for any and all charges made by any person. Any revocation of an authorized individual to charge must be provided in writing, until such time that the purchaser provides Lezzer Holdings, Inc. with written notification of persons authorized to make charges. Correspondence Should be mailed to Lezzer Holdings, Inc., PO Box 217, Schofield Street, Curwensville, PA 16833.

**CREDIT HOLD:** Lezzer Holdings, Inc. reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, Lezzer Holdings, Inc. reserves the right to withdraw credit privileges.

**CREDIT APPLICATION:** Purchaser represents and warrants that the information provided and the statements made by Purchaser on the credit application attached hereto and made part of this agreement are true, accurate and complete. Purchaser acknowledges and agrees that if Lezzer Holdings, Inc., in its sole and absolute discretion, agrees to extend and continue to extend credit to Purchaser such decisions will be in reliance on the information provided in the credit application.

**ENTIRE AGREEMENT:** This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between Lezzer Holdings, Inc. and Purchaser with regard to the Credit Account furnished to you, provided Lezzer Holdings, Inc. agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between Lezzer Holdings, Inc. and Purchaser, heirs, executors and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of the account can be modified only by written amendment signed by an authorized person at Lezzer Holdings, Inc. and Purchaser.

**VENUE:** In consideration of the credit to be extended by Lezzer Holdings, Inc. to Purchaser, Purchaser agrees to submit to the jurisdiction of the Court of common Pleas of Clearfield County, Pennsylvania or such other appropriate county as is deemed appropriate by Lezzer Holdings, Inc., for the purpose of resolving any claims or dispute arising out of this agreement. Purchaser specifically authorizes Lezzer Holdings, Inc. to initiate suit against Purchaser in the court of common pleas, Clearfield County, Pennsylvania, should a dispute arise concerning this agreement or the merchandise purchased in conjunction herewith.

**NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race; color; religion; nation origin; sex; marital status; age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is the federal trade commission. Equal Credit Opportunity, Washington, DC 20580.

**CUSTOMER COPY**

LHI702

CUSTOMER	STATEMENT DATE	PAGE
17653150	04/01/07	1
10024900	17653150	M

## STATEMENT



REMIT TO:  
 LEZZER LUMBER CO.  
 P.O. BOX 217  
 CURWENSVILLE, PA 16833

TO:  
 AAP INC.  
 526 WEST PAULINE DRIVE  
 CLEARFIELD, PA 16830

FOR BILLING INQUIRIES 814-236-0220

PLEASE WRITE YOUR CUSTOMER  
 NUMBER ON YOUR CHECK.

TRANSACTION NUMBER	STORE	TRANSACTION DATE	TRANS. TYPE	AMOUNT	DUUE DATE	INVOICE AGING C/P   30   60   90   120	PLEASE CHECK ITEMS BEING PAID
33107	1	03/31/07	FC	66.13		*	

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18%  
 ACCOUNTS WITH A MINIMUM FINANCE CHARGE OF \$1.00. TERMS ARE NET 30 DAYS.

WILL BE ASSESSED ON ALL PAST DUE

PREVIOUS BALANCE	CURRENT CHG/CRD	CURRENT PMTS.	FINANCE CHARGE	NEW BAL/AMT. DUE
4672.20	0.00	0.00	66.13	4738.33
CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	121 DAYS & OVER
66.13	66.13	66.13	307.00	4232.94



INSTRUCTIONS: This affidavit must be made by the creditor:

- A. Personally, if an individual, by completing section A: OR
- B. By an officer, with title designated, if a corporation, by completing section B: OR
- C. By a partner, if a partnership, by completing section C.

A current statement of account and supporting documentation of the exact amount due must be attached.

At Curwenville in the County of Clearfield and  
State of Pennsylvania, on the 30th day of July, 2007, came  
Thomas Yontosh of said County and State says:

- A. That he/she hereinafter designates himself/herself as creditor.
- B. That he/she is the Corp Credit Mgr of LEZZER Lumber Inc., a corporation duly organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania, which corporation is hereinafter designated as creditor.
- C. That he/she is a partner in the partnership known as \_\_\_\_\_, which partnership is hereinafter designated as creditor.

That said creditor is doing business at the place, County and State aforesaid, and that the undersigned is duly authorized to make this proof in creditor's behalf: that KEVIN + Kenton Wilson AAP Inc. is justly and truly indebted to said creditor, over and above all legal set-offs and counterclaims, in the amount of \$4936.72, and that annexed to this affidavit is a copy of the statement of account; and that said sum is due creditor on open account or \_\_\_\_\_.

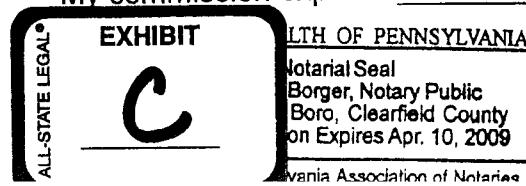
And further deponent sayeth not.

LEZZER Lumber Inc. Creditor  
By Thomas Yontosh Deponent

Acknowledged, subscribed and sworn to before me the day and year first above mentioned.

W E Argu Notary Public  
County of CLEARFIELD  
State of PENNSYLVANIA

My commission expires: April 10, 2009



VERIFICATION

Thomas Yontosh Cyo Credit Mgr.

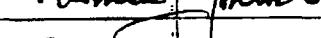
(name)

(title)

of LEZZER LUMBER, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

LEZZER LUMBER, INC.

By:



Title:

Cyo Credit Mgr.Dated: 10/8/0733707  
AAP

MVRAT

Certified a True  
and Correct Copy

By Robert D. Kodak

**COPY**

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159  
Attorney for Plaintiff

DEC 12 2007

Attest.

*William A. Hause*  
Prothonotary/  
Clerk of Courts

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

**NOTICE**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

## AVISO

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.

CIVIL ACTION - LAW

### C O M P L A I N T

The Plaintiff, LEZZER LUMBER, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendants to recover the sum of **FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06)**, along with interest thereon at the statutory rate from August 30, 2007, upon a cause of action of which the following is a statement:

1. The Plaintiff, LEZZER LUMBER, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at Curwensville, Pennsylvania.
2. The Defendant, AAP, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**

3. The Defendant, KEVIN WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**
4. The Defendant, KENTON WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **1341 Turnpike Avenue, Clearfield, Clearfield County, Pennsylvania 16830.**
5. On or about May 6, 2005, Defendants submitted a Credit Application, complete with Personal Guaranty, which credit was granted to Defendants. A true and correct copy of said Credit Application and Personal Guaranty is attached hereto, marked **Exhibit "A"** and made a part hereof.
6. Thereafter, on various dates and for various amounts, Plaintiff, at the special instance and request of the Defendants, sold and delivered goods, wares and merchandise to the total amount of Four Thousand Seven Hundred Thirty-Eight Dollars and Thirty-Three Cents (\$4,738.33) as set forth on Plaintiff's April 1, 2007 Statement of Account attached hereto, marked **Exhibit "B"** and made a part hereof.
7. The prices charged for said goods, wares and merchandise were just and reasonable, were the legal and market prices therefor and were the prices which the Defendants promised and agreed to pay to Plaintiff.
8. Due to Defendants' default in payment of said amount due and owing as aforesaid, interest has been added to said account in the total amount of One Hundred Ninety-

Eight Dollars and Thirty-Nine Cents (\$198.39), leaving a current outstanding balance due and owing of Four Thousand Nine Hundred Thirty-Six Dollars and Seventy-Two Cents (\$4,936.72), as shown on Plaintiff's Affidavit of Debt attached hereto, marked **Exhibit "C"** and made a part hereof.

9. Due to the default of Defendant, and pursuant to the terms and conditions of the Credit Application executed by Defendant hereto attached as Exhibit "A", attorney's fees in the total amount of Nine Hundred Eighty-Seven Dollars and Thirty-Four Cents (\$987.34) have been added to said account.
10. Plaintiff's Invoices are not attached to this pleading due to the voluminous nature of same and have previously been provided to Defendants.
11. Plaintiff frequently demanded payment from Defendants of said amount due and owing as aforesaid, but Defendants refused and neglected and still refuse and neglect to pay said amount or any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of **FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06)**, along with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff

# APPLICATION FOR CREDIT



---

## INSTRUCTIONS:

**INDIVIDUALS and SOLE PROPRIETORSHIPS Must Complete Sections 1, 4, 5, 6 and 7**

**CORPORATIONS/ORGANIZATIONS Must Complete Sections 2, 4, 5, 6 and 7**

**PARTNERSHIPS Must Complete Sections 3, 4, 5, 6 and 7**

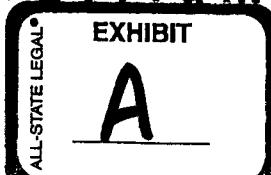
All Sections required by your applicant type must be fully completed. Any applications received without the required information or signatures will be returned unprocessed.

**This is not a revolving Charge Account.**

---

**Tradition, Quality, and Service... Since 1927!**

[www.lezzerlumber.com](http://www.lezzerlumber.com)



## SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIP

### BUSINESS INFORMATION

<i>Business Name</i>	<i>Phone Number</i>	<i>Years in Business</i>
<i>Address</i>	<i>City</i>	<i>State</i>
		<i>Zip</i>

### APPLICANT INFORMATION

<i>Name</i>	<i>Phone Number</i>	<i>Soc. Sec. No.</i>	<i>Date of Birth</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Employer</i>	<i>Employer's Address</i>	<i>State</i>	<i>Zip</i>
<i>Position</i>	<i>Years Employed</i>	<i>Annual Income</i>	

### SPOUSE INFORMATION

<i>Name</i>	<i>Phone Number</i>	<i>Soc. Sec. No.</i>	<i>Date of Birth</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Employer</i>	<i>Employer's Address</i>	<i>State</i>	<i>Zip</i>
<i>Position</i>	<i>Years Employed</i>	<i>Annual Income</i>	

### OTHER INFORMATION

<i>Housing Status (Check One)</i>	<i>Any unsatisfied judgments against you?</i>	<i>If yes, amount?</i>
<input type="radio"/> Own/Buying <input type="radio"/> Rent <input type="radio"/> Board	<input type="radio"/> Yes <input type="radio"/> No	

<i>Type of Housing (Check One)</i>	<i>Have you ever declared bankruptcy?</i>	<i>If yes, when?</i>
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No	

\* **SECTION 2: CORPORATIONS / GOVERNMENT / CHURCHES / SPORTS LEAGUES / CIVIC ORGANIZATIONS**

**BUSINESS INFORMATION**

Name of Corporation or Entity	Phone Number	Federal Employer Identification	
AAP, INC	814-765-3156	02-0548902	
Address	City	State	Zip
526 W. Pauline	Clearfield	PA	16830
Name of Bonding Company	Date of Inc	State of Inc	D & B #
NONE currently	2003 (noch)	PA	
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	No		No

**OFFICER INFORMATION**

Name of Officer	Phone Number	Title	Social Security No.
KEVIN S. WISOR	814-765-3150	Pres	165-48-8436
Address	City	State	Zip
526 W Pauline Dr.	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
KENTON WISOR	814-540-3780	Sec 1 Pres	162-66-9437
Address	City	State	Zip
1341 Turnpike ave	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

## SECTION 3: PARTNERSHIPS

### BUSINESS INFORMATION

Partnership Name	Phone Number	Federal Employer Identification	
Address	City	State	Zip
Name of Bonding Company	Years in Business	Partnership Type	D & B #
		<input type="radio"/> General <input type="radio"/> Limited	
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

### PARTNER INFORMATION

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt		<input type="radio"/> Yes <input type="radio"/> No	

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt		<input type="radio"/> Yes <input type="radio"/> No	

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt		<input type="radio"/> Yes <input type="radio"/> No	

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name		Date of Birth	Social Security No.
Housing Status (Check One)		Any unsatisfied judgments against you?	
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt		<input type="radio"/> Yes <input type="radio"/> No	

**SECTION 4: REFERENCES**  
 (ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

**PRINCIPAL CHECKING ACCOUNT INFORMATION**

Name of Bank	Account Number	Phone Number	Contact Person
CNB	165277-6	765-2817	Sue Shumel
Address	City	State	Zip
101 Main St	Clearfield	PA	16830

**PRINCIPAL LENDER INFORMATION**

Name of Lender	Phone Number	Contact Person
CNB		
Address	City	State
		Zip
Total Amount of Loans	Line of Credit?	If Yes, Limit?

**BUSINESS CREDIT REFERENCE INFORMATION**

Name of Supplier	Phone Number	Credit Limit	Contact Person
Heidi Supplies	814-765-3470	No Limit	Kevin Wilson
Address	City	State	Zip
	Clearfield	PA	16830

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

**SECTION 5: REQUEST FOR CREDIT - (ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)**

What is the estimated cost of the project?	How much credit are you requesting?	Tax Exempt? (If yes, attach completed exemption certificate)
	15,000	<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
<input type="radio"/> Yes <input checked="" type="radio"/> No		
Purchase Orders required to charge?	If No, please list names of person authorized to charge on this account	
<input type="radio"/> Yes <input checked="" type="radio"/> No	KEVIN S. WILSON PRES	
Store you are requesting credit from?	KEVIN S. WILSON SEC/Treas.	
Jazzzer's Stores		

**SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

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

**DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT  
HERETO ATTACHED TO THIS APPLICATION AND MADE A PART HEREOF.** You acknowledge that you have kept a copy of the credit account agreement form LHI-702 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

WITNESS the signature of the parties hereto, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**INDIVIDUAL & SPOUSE SIGNATURES**

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

**PARTNER & SPOUSE SIGNATURES & TITLES**

BY: \_\_\_\_\_ (SEAL)  
TITLE

**CORPORATE OFFICER SIGNATURES & TITLES**

BY: \_\_\_\_\_ (SEAL)  
TITLE

BY: \_\_\_\_\_ (SEAL)  
TITLE

BY: \_\_\_\_\_ (SEAL)  
TITLE



## SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION

(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

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

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

Signature

Date

Signature

Date

Signature

Date

Signature

Date

---

DO NOT WRITE BELOW THIS LINE

For Office Use Only

Approved By	Date Approved	Account Number	Type	Credit Limit
	5/6/05	17653150	1	5,000
			Code	Date
			8	5/6/05
Name of Salesperson		Code	Date	

# LEZZER HOLDINGS, INC.

## NON-REVOLVING CREDIT ACCOUNT AGREEMENT

The undersigned Purchaser makes this credit application and agreement to Lezzer Holdings, Inc. for the extension of credit. In this Agreement, "Purchaser" and "Debtor" mean each person, individual, company, entity, corporation or partnership whose application for the Lezzer Holdings, Inc. Credit Account ("Account") covered by this application has been accepted. Lezzer Holdings, Inc. includes but is not limited to Lezzer Lumber, Inc., Lezzer Truss Systems, Inc., Lezzer Commercial Door Division, Inc., Lezzer Pro Installations, Inc./ Dynamic Energy.

**TERMS OF PAYMENT:** In the event that Lezzer Holdings, Inc. agrees to extend and to continue to extend credit to Purchaser, the terms of the account are net thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Purchaser agrees to pay service charges of **1.5% per month or 18% Annual Percentage Rate** on all unpaid balances which become thirty (30) days or more past due. The service charge will continue to accrue on the unpaid balance due and owing Lezzer Holdings, Inc. by Purchaser, until such time as the entire unpaid balance is paid in full by Purchaser.

**LATE FEES:** Purchaser agrees to pay Late Fees of \$20.00 per month on each account that becomes 30 days or more past due.

**DEFAULT:** If Lezzer Holdings, Inc. accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of Lezzer Holdings, Inc. rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance or failure to make a payment when due shall constitute an event of default. In the event of default, Lezzer Holdings, Inc. shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

**ACCELERATION:** In the event of default by Purchaser under this agreement, Lezzer Holdings, Inc., may immediately declare the entire unpaid balance of the account due and payable.

**ATTORNEY'S FEES AND COSTS:** In the event of default, Lezzer Holdings, Inc. will charge Purchaser and Purchaser agrees to pay all costs of collection, including attorney's fees, court costs and any other expenses, to the extent permitted by law.

**CREDIT INVESTIGATION AND DISCLOSURE:** Customer Authorizes Lezzer Holdings, Inc., to obtain credit reports to be used in connection with this application and to obtain further credit information from any person or firm set forth in this application and from any other source that we decided to use regarding the business, its officers, directors, agents, employees, or principals. You authorize us to retain all information and reports for our files. Lezzer Holdings, Inc., reserves the right to report Purchaser's Performance of the application to credit bureaus or other interested parties.

**CONTRACT SUBJECT TO APPROVAL:** This agreement is subject to the approval of Lezzer Holdings, Inc. Credit Department.

**CREDIT WITHDRAWN:** Purchaser acknowledges that credit privileges, if granted, may be withdrawn, for any reason, at any time at the option of Lezzer Holdings, Inc.

**MECHANIC'S LIEN:** If the account remains unpaid for sixty (60) days, a mechanics lien may be filed to secure payment of debt.

**SIGNATURE OF PURCHASER:** Application must be signed by Purchaser and spouse. If the Purchaser is a partnership, all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers and their spouses must sign the application with the corporate seal affixed to the application.

**SECURITY INTEREST IN MATERIALS:** Purchaser hereby grants to Lezzer Holdings, Inc. a security interest under the Uniform Commercial Code ("UCC"). Purchaser agrees to filing any Financing Statement (UCC-1) and other instrument, document or papers against all inventory of Debtor, whether now owned or hereafter acquired and wherever located. All Accounts receivable including proceeds and products. All contract rights including proceeds. All communications equipment including proceeds and products. All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools, land, bank checking and savings accounts, certificates of deposit, stock shares, household goods, and the goods described in any equipment schedule of list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all Debtor's equipment). Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposi-

tion of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of debtor, whether now owned or hereafter acquired, including, but limited to allocations for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, the right to use Debtor's name and tax refunds, and to perform all acts Lezzer Holdings, Inc. may require to protect or perfect Lezzer Holdings, Inc.'s security interest in material sold under this agreement. Purchaser agrees not to transfer, sell or otherwise encumber said materials until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials until the price is fully paid.

**NON-WAIVER:** No claim or remedy of Lezzer Holdings, Inc. arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Lezzer Holdings, Inc.

**ASSIGNMENT:** Purchaser shall not assign any of its rights under this agreement to any Person, Firm or Corporation without prior express written consent of Lezzer Holdings, Inc.

**AGENTS OF PURCHASER:** Purchaser shall be fully responsible and liable for any and all charges made by any person. Any revocation of an authorized individual to charge must be provided in writing, until such time that the purchaser provides Lezzer Holdings, Inc. with written notification of persons authorized to make charges. Correspondence Should be mailed to Lezzer Holdings, Inc., PO Box 217, Schofield Street, Curwensville, PA 16833.

**CREDIT HOLD:** Lezzer Holdings, Inc. reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, Lezzer Holdings, Inc. reserves the right to withdraw credit privileges.

**CREDIT APPLICATION:** Purchaser represents and warrants that the information provided and the statements made by Purchaser on the credit application attached hereto and made part of this agreement are true, accurate and complete. Purchaser acknowledges and agrees that if Lezzer Holdings, Inc., in its sole and absolute discretion, agrees to extend and continue to extend credit to Purchaser such decisions will be in reliance on the information provided in the credit application.

**ENTIRE AGREEMENT:** This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between Lezzer Holdings, Inc. and Purchaser with regard to the Credit Account furnished to you, provided Lezzer Holdings, Inc. agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between Lezzer Holdings, Inc. and Purchaser, heirs, executors and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of the account can be modified only by written amendment signed by an authorized person at Lezzer Holdings, Inc. and Purchaser.

**VENUE:** In consideration of the credit to be extended by Lezzer Holdings, Inc. to Purchaser, Purchaser agrees to submit to the jurisdiction of the Court of common Pleas of Clearfield County, Pennsylvania or such other appropriate county as is deemed appropriate by Lezzer Holdings, Inc., for the purpose of resolving any claims or dispute arising out of this agreement. Purchaser specifically authorizes Lezzer Holdings, Inc. to initiate suit against Purchaser in the court of common pleas, Clearfield County, Pennsylvania, should a dispute arise concerning this agreement or the merchandise purchased in conjunction therewith.

**NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race; color; religion; nation origin; sex; marital status; age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is the federal trade commission, Equal Credit Opportunity, Washington, DC 20580.

**CUSTOMER COPY**

LHI702

CUSTOMER	STATEMENT DATE	PAGE
17653150	04/01/07	1
10024900	17653150	M

## STATEMENT



TO:  
 AAP INC.  
 526 WEST PAULINE DRIVE  
 CLEARFIELD, PA 16830

REMIT TO:  
 LEZZER LUMBER CO.  
 P.O. BOX 217  
 CURWENSVILLE, PA 16833

FOR BILLING INQUIRIES 814-236-0220

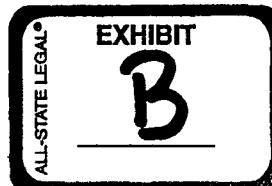
PLEASE WRITE YOUR CUSTOMER  
 NUMBER ON YOUR CHECK.

TRANSACTION NUMBER	STORE	TRANSACTION DATE	TRANS. TYPE	AMOUNT	DUE DATE	INVOICE C/P	AGING 30	50	90	120	PLEASE CHECK ITEMS BEING PAID
33107	1	03/31/07	FC	66.13		*					

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18%  
 ACCOUNTS WITH A MINIMUM FINANCE CHARGE OF \$1.00. TERMS ARE NET 30 DAYS.

WILL BE ASSESSED ON ALL PAST DUE

PREVIOUS BALANCE	CURRENT CHG/CRD	CURRENT PMTS.	FINANCE CHARGE	NEW BAL/AMT. DUE	
4672.20	0.00	0.00		66.13	4738.33
CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	121 DAYS & OVER	ACCUMULATE CHG.
66.13	66.13	66.13	307.00	4232.94	



INSTRUCTIONS: This affidavit must be made by the creditor:

- A. Personally, if an individual, by completing section A: OR
- B. By an officer, with title designated, if a corporation, by completing section B: OR
- C. By a partner, if a partnership, by completing section C.

A current statement of account and supporting documentation of the exact amount due must be attached.

At Curwensville in the County of CLEARFIELD and  
State of PENNSYLVANIA, on the 30th day of July, 2007, came  
Thomas Yontosh of said County and State says:

- A. That he/she hereinafter designates himself/herself as creditor.
- B. That he/she is the Corp Credit Mgr of LEZZER LUMBER INC., a corporation duly organized, existing and doing business under and by virtue of the laws of the State of PENNSYLVANIA, which corporation is hereinafter designated as creditor.
- C. That he/she is a partner in the partnership known as \_\_\_\_\_, which partnership is hereinafter designated as creditor.

That said creditor is doing business at the place, County and State aforesaid, and that the undersigned is duly authorized to make this proof in creditor's behalf: that KEVIN + KENTON WILSON AAP INC. is justly and truly indebted to said creditor, over and above all legal set-offs and counterclaims, in the amount of \$4936.72, and that annexed to this affidavit is a copy of the statement of account; and that said sum is due creditor on open account or \_\_\_\_\_.

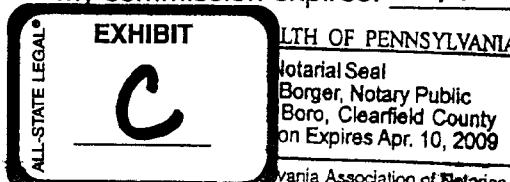
And further deponent sayeth not.

LEZZER LUMBER INC. Creditor  
By Thomas Yontosh Deponent

Acknowledged, subscribed and sworn to before me the day and year first above mentioned.

W. E. Argan Notary Public  
County of CLEARFIELD  
State of PENNSYLVANIA

My commission expires: APRIL 10, 2009



VERIFICATION

1. Thomas Yontosh Cors Credit Mgr.  
(name) (title)

of LEZZER LUMBER, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

LEZZER LUMBER, INC.

By: Thomas YontoshTitle: Cors Credit Mgr.Dated: 10/8/0733707  
AAP

Certified a True  
and Correct Copy

By



**COPY**

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159  
Attorney for Plaintiff

DEC 12 2007

Attest.



Prothonotary/  
Clerk of Courts

LEZZER LUMBER, INC.

Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

v

NO. 07-2018-CD

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

CIVIL ACTION - LAW

**NOTICE**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

## AVISO

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.

CIVIL ACTION - LAW

### C O M P L A I N T

The Plaintiff, LEZZER LUMBER, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendants to recover the sum of **FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06)**, along with interest thereon at the statutory rate from August 30, 2007, upon a cause of action of which the following is a statement:

1. The Plaintiff, LEZZER LUMBER, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at Curwensville, Pennsylvania.
2. The Defendant, AAP, INC., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**

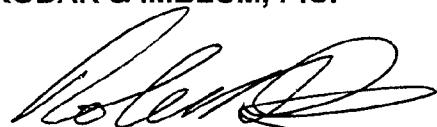
3. The Defendant, KEVIN WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **526 West Pauline Drive, Clearfield, Clearfield County, Pennsylvania 16830.**
4. The Defendant, KENTON WISOR, personal guarantor for AAP, INC., is an adult individual with an address of **1341 Turnpike Avenue, Clearfield, Clearfield County, Pennsylvania 16830.**
5. On or about May 6, 2005, Defendants submitted a Credit Application, complete with Personal Guaranty, which credit was granted to Defendants. A true and correct copy of said Credit Application and Personal Guaranty is attached hereto, marked **Exhibit "A"** and made a part hereof.
6. Thereafter, on various dates and for various amounts, Plaintiff, at the special instance and request of the Defendants, sold and delivered goods, wares and merchandise to the total amount of Four Thousand Seven Hundred Thirty-Eight Dollars and Thirty-Three Cents (\$4,738.33) as set forth on Plaintiff's April 1, 2007 Statement of Account attached hereto, marked **Exhibit "B"** and made a part hereof.
7. The prices charged for said goods, wares and merchandise were just and reasonable, were the legal and market prices therefor and were the prices which the Defendants promised and agreed to pay to Plaintiff.
8. Due to Defendants' default in payment of said amount due and owing as aforesaid, interest has been added to said account in the total amount of One Hundred Ninety-

Eight Dollars and Thirty-Nine Cents (\$198.39), leaving a current outstanding balance due and owing of Four Thousand Nine Hundred Thirty-Six Dollars and Seventy-Two Cents (\$4,936.72), as shown on Plaintiff's Affidavit of Debt attached hereto, marked **Exhibit "C"** and made a part hereof.

9. Due to the default of Defendant, and pursuant to the terms and conditions of the Credit Application executed by Defendant hereto attached as Exhibit "A", attorney's fees in the total amount of Nine Hundred Eighty-Seven Dollars and Thirty-Four Cents (\$987.34) have been added to said account.
10. Plaintiff's Invoices are not attached to this pleading due to the voluminous nature of same and have previously been provided to Defendants.
11. Plaintiff frequently demanded payment from Defendants of said amount due and owing as aforesaid, but Defendants refused and neglected and still refuse and neglect to pay said amount or any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND SIX CENTS (\$5,924.06), along with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff

# APPLICATION FOR CREDIT



---

## INSTRUCTIONS:

**INDIVIDUALS and SOLE PROPRIETORSHIPS Must Complete Sections 1, 4, 5, 6 and 7**

**CORPORATIONS/ORGANIZATIONS Must Complete Sections 2, 4, 5, 6 and 7**

**PARTNERSHIPS Must Complete Sections 3, 4, 5, 6 and 7**

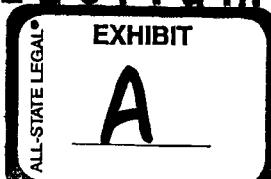
All Sections required by your applicant type must be fully completed. Any applications received without the required information or signatures will be returned unprocessed.

**This is not a revolving Charge Account.**

---

**Tradition, Quality, and Service... Since 1927!**

[www.lezzerlumber.com](http://www.lezzerlumber.com)



## SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIP

### BUSINESS INFORMATION

<i>Business Name</i>		<i>Phone Number</i>	<i>Years in Business</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

### APPLICANT INFORMATION

<i>Name</i>	<i>Phone Number</i>	<i>Soc. Sec. No.</i>	<i>Date of Birth</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Employer</i>	<i>Employer's Address</i>	<i>State</i>	<i>Zip</i>
<i>Position</i>	<i>Years Employed</i>	<i>Annual Income</i>	

### SPOUSE INFORMATION

<i>Name</i>	<i>Phone Number</i>	<i>Soc. Sec. No.</i>	<i>Date of Birth</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Employer</i>	<i>Employer's Address</i>	<i>State</i>	<i>Zip</i>
<i>Position</i>	<i>Years Employed</i>	<i>Annual Income</i>	

### OTHER INFORMATION

<i>Housing Status (Check One)</i>		<i>Any unsatisfied judgments against you?</i>	<i>If yes, amount?</i>
<input type="radio"/> Own/Buying <input type="radio"/> Rent <input type="radio"/> Board		<input type="radio"/> Yes <input type="radio"/> No	

<i>Type of Housing (Check One)</i>		<i>Have you ever declared bankruptcy?</i>	<i>If yes, when?</i>
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt		<input type="radio"/> Yes <input type="radio"/> No	

**\* SECTION 2: CORPORATIONS / GOVERNMENT / CHURCHES / SPORTS LEAGUES / CIVIC ORGANIZATIONS**

**BUSINESS INFORMATION**

Name of Corporation or Entity	Phone Number	Federal Employer Identification	
AAP, INC	814-765-3156	02-0548902	
Address	City	State	Zip
526 W. Pauline	Clearfield	PA	16830
Name of Bonding Company	Date of Inc	State of Inc	D & B #
NONE Currently	2003 (inc)	PA	D & B Rating
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	No		No

**OFFICER INFORMATION**

Name of Officer	Phone Number	Title	Social Security No.
Kevin S. WISOR	814-765-3150	Pres	165-48-8436
Address	City	State	Zip
526 W Pauline Dr.	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
KENTON WISOR	814-500-3780	Sec/Treas	182-66-9437
Address	City	State	Zip
1341 Tampakie ave	Clearfield	PA	16830

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

Name of Officer	Phone Number	Title	Social Security No.
Address	City	State	Zip

### SECTION 3: PARTNERSHIPS

#### BUSINESS INFORMATION

Partnership Name	Phone Number	Federal Employer Identification	
Address	City	State	Zip
Name of Bonding Company	Years in Business	Partnership Type	D & B #
		<input type="radio"/> General <input type="radio"/> Limited	
Address of Bonding Company	Have you ever declared bankruptcy?		Any unsatisfied judgments against you?
	<input type="radio"/> Yes <input type="radio"/> No		<input type="radio"/> Yes <input type="radio"/> No

#### PARTNER INFORMATION

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name	Date of Birth	Social Security No.	
Housing Status (Check One)	Any unsatisfied judgments against you?		If yes, amount?
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name	Date of Birth	Social Security No.	
Housing Status (Check One)	Any unsatisfied judgments against you?		If yes, amount?
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name	Date of Birth	Social Security No.	
Housing Status (Check One)	Any unsatisfied judgments against you?		If yes, amount?
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		

Name of Partner	Phone Number	Date of Birth	Social Security No.
Address	City	State	Zip
Spouse Name	Date of Birth	Social Security No.	
Housing Status (Check One)	Any unsatisfied judgments against you?		If yes, amount?
<input type="radio"/> House <input type="radio"/> Mobile Home <input type="radio"/> Apt	<input type="radio"/> Yes <input type="radio"/> No		

**SECTION 4: REFERENCES**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

**PRINCIPAL CHECKING ACCOUNT INFORMATION**

Name of Bank	Account Number	Phone Number	Contact Person
CNB	165277-6	765-2817	Sue Shimer
Address	City	State	Zip
1-17 Town Road	Clearfield	PA	16830

**PRINCIPAL LENDER INFORMATION**

Name of Lender	Phone Number	Contact Person
CNB		
Address	City	State
		Zip
Total Amount of Loans	Line of Credit?	If Yes, Limit?

**BUSINESS CREDIT REFERENCE INFORMATION**

Name of Supplier	Phone Number	Credit Limit	Contact Person
HDH Supplies	814-765-3470	No Limit	Glenn Johnson
Address	City	State	Zip
	Clearfield	PA	16830

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip

Name of Supplier	Phone Number	Credit Limit	Contact Person
Address	City	State	Zip



**SECTION 5: REQUEST FOR CREDIT - (ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)**

What is the estimated cost of the project?	How much credit are you requesting?	Tax Exempt? (If yes, attach completed exemption certificate)
	15,000	<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
<input type="radio"/> Yes <input checked="" type="radio"/> No		
Purchase Orders required to charge?	If No, please list names of person authorized to charge on this account	
<input type="radio"/> Yes <input checked="" type="radio"/> No	KEVIN S. WISER PRES	
Store you are requesting credit from?	KENTON S. WISER SEC/Treas.	
Terry's Stores		



## SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT

(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

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

**DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT  
HERETO ATTACHED TO THIS APPLICATION AND MADE A PART HEREOF.** You acknowledge that you have kept a copy of the credit account agreement form LHI-702 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

WITNESS the signature of the parties hereto, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### INDIVIDUAL & SPOUSE SIGNATURES

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

### PARTNER & SPOUSE SIGNATURES & TITLES

BY: \_\_\_\_\_ (SEAL)  
TITLE

### CORPORATE OFFICER SIGNATURES & TITLES

BY: \_\_\_\_\_ (SEAL)  
TITLE

BY: \_\_\_\_\_ (SEAL)  
TITLE

BY: \_\_\_\_\_ (SEAL)  
TITLE

**SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION**  
(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

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

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

  
Signature

Date

  
Signature

Date

Signature

Date

Signature

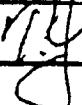
Date

Signature

Date

DO NOT WRITE BELOW THIS LINE

**For Office Use Only**

Approved By	Date Approved	Account Number	Type	Credit Limit
	5/6/05	17653150	1	5000
			Code	Date
			8	5/6/05
Name of Salesperson		Code	Date	

# LEZZER HOLDINGS, INC.

## NON-REVOLVING CREDIT ACCOUNT AGREEMENT

The undersigned Purchaser makes this credit application and agreement to Lezzer Holdings, Inc. for the extension of credit. In this Agreement, "Purchaser" and "Debtor" mean each person, individual, company, entity, corporation or partnership whose application for the Lezzer Holdings, Inc. Credit Account ("Account") covered by this application has been accepted. Lezzer Holdings, Inc. includes but is not limited to Lezzer Lumber, Inc., Lezzer Truss Systems, Inc., Lezzer Commercial Door Division, Inc., Lezzer Pro Installations, Inc./ Dynamic Energy.

**TERMS OF PAYMENT:** In the event that Lezzer Holdings, Inc. agrees to extend and to continue to extend credit to Purchaser, the terms of the account are net thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Purchaser agrees to pay service charges of **1.5% per month or 18% Annual Percentage Rate** on all unpaid balances which become thirty (30) days or more past due. The service charge will continue to accrue on the unpaid balance due and owing Lezzer Holdings, Inc. by Purchaser, until such time as the entire unpaid balance is paid in full by Purchaser.

**LATE FEES:** Purchaser agrees to pay Late Fees of \$20.00 per month on each account that becomes 30 days or more past due.

**DEFAULT:** If Lezzer Holdings, Inc. accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of Lezzer Holdings, Inc. rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance or failure to make a payment when due shall constitute an event of default. In the event of default, Lezzer Holdings, Inc. shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

**ACCELERATION:** In the event of default by Purchaser under this agreement, Lezzer Holdings, Inc., may immediately declare the entire unpaid balance of the account due and payable.

**ATTORNEY'S FEES AND COSTS:** In the event of default, Lezzer Holdings, Inc. will charge Purchaser and Purchaser agrees to pay all costs of collection, including attorney's fees, court costs and any other expenses, to the extent permitted by law.

**CREDIT INVESTIGATION AND DISCLOSURE:** Customer Authorizes Lezzer Holdings, Inc., to obtain credit reports to be used in connection with this application and to obtain further credit information from any person or firm set forth in this application and from any other source that we decided to use regarding the business, its officers, directors, agents, employees, or principals. You authorize us to retain all information and reports for our files. Lezzer Holdings, Inc., reserves the right to report Purchaser's Performance of the application to credit bureaus or other interested parties.

**CONTRACT SUBJECT TO APPROVAL:** This agreement is subject to the approval of Lezzer Holdings, Inc. Credit Department.

**CREDIT WITHDRAWN:** Purchaser acknowledges that credit privileges, if granted, may be withdrawn, for any reason, at any time at the option of Lezzer Holdings, Inc.

**MECHANIC'S LIEN:** If the account remains unpaid for sixty (60) days, a mechanics lien may be filed to secure payment of debt.

**SIGNATURE OF PURCHASER:** Application must be signed by Purchaser and spouse. If the Purchaser is a partnership, all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers and their spouses must sign the application with the corporate seal affixed to the application.

**SECURITY INTEREST IN MATERIALS:** Purchaser hereby grants to Lezzer Holdings, Inc. a security interest under the Uniform Commercial Code ("UCC"). Purchaser agrees to filing any Financing Statement (UCC-1) and other instrument, document or papers against all inventory of Debtor, whether now owned or hereafter acquired and wherever located. All Accounts receivable including proceeds and products. All contract rights including proceeds. All communications equipment including proceeds and products. All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools, land, bank checking and savings accounts, certificates of deposit, stock shares, household goods, and the goods described in any equipment schedule of list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all Debtor's equipment). Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposi-

tion of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not ready earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable. All general intangibles of debtor, whether now owned or hereafter acquired, including, but limited to allocations for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, the right to use Debtor's name and tax refunds, and to perform all acts Lezzer Holdings, Inc. may require to protect or perfect Lezzer Holdings, Inc.'s security interest in material sold under this agreement. Purchaser agrees not to transfer, sell or otherwise encumber said materials until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials until the price is fully paid.

**NON-WAIVER:** No claim or remedy of Lezzer Holdings, Inc. arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Lezzer Holdings, Inc.

**ASSIGNMENT:** Purchaser shall not assign any of its rights under this agreement to any Person, Firm or Corporation without prior express written consent of Lezzer Holdings, Inc.

**AGENTS OF PURCHASER:** Purchaser shall be fully responsible and liable for any and all charges made by any person. Any revocation of an authorized individual to charge must be provided in writing, until such time that the purchaser provides Lezzer Holdings, Inc. with written notification of persons authorized to make charges. Correspondence Should be mailed to Lezzer Holdings, Inc., PO Box 217, Schofield Street, Curwenville, PA 16833.

**CREDIT HOLD:** Lezzer Holdings, Inc. reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, Lezzer Holdings, Inc. reserves the right to withdraw credit privileges.

**CREDIT APPLICATION:** Purchaser represents and warrants that the information provided and the statements made by Purchaser on the credit application attached hereto and made part of this agreement are true, accurate and complete. Purchaser acknowledges and agrees that if Lezzer Holdings, Inc., in its sole and absolute discretion, agrees to extend and continue to extend credit to Purchaser such decisions will be in reliance on the information provided in the credit application.

**ENTIRE AGREEMENT:** This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between Lezzer Holdings, Inc. and Purchaser with regard to the Credit Account furnished to you, provided Lezzer Holdings, Inc. agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between Lezzer Holdings, Inc. and Purchaser, heirs, executors and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of the account can be modified only by written amendment signed by an authorized person at Lezzer Holdings, Inc. and Purchaser.

**VENUE:** In consideration of the credit to be extended by Lezzer Holdings, Inc. to Purchaser, Purchaser agrees to submit to the jurisdiction of the Court of common Pleas of Clearfield County, Pennsylvania or such other appropriate county as is deemed appropriate by Lezzer Holdings, Inc., for the purpose of resolving any claims or dispute arising out of this agreement. Purchaser specifically authorizes Lezzer Holdings, Inc. to initiate suit against Purchaser in the court of common pleas, Clearfield County, Pennsylvania, should a dispute arise concerning this agreement or the merchandise purchased in conjunction herewith.

**NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race; color; religion; nation origin; sex; marital status; age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is the federal trade commission, Equal Credit Opportunity, Washington, DC 20580.

**CUSTOMER COPY**

LHI702

CUSTOMER	STATEMENT DATE	PAGE
17653150	04/01/07	1
10024900	17653150	M

## STATEMENT



TO:  
 AAP INC.  
 526 WEST PAULINE DRIVE  
 CLEARFIELD, PA 16830

REMIT TO:  
 LEZZER LUMBER CO.  
 P.O. BOX 217  
 CURWENSVILLE, PA 16833

FOR BILLING INQUIRIES 814-236-0220

PLEASE WRITE YOUR CUSTOMER  
 NUMBER ON YOUR CHECK.

TRANSACTION NUMBER	STORE	TRANSACTION DATE	TRANS. TYPE	AMOUNT	DUUE DATE	INVOICE G/P	AGING 30	60	90	120	PLEASE CHECK ITEMS BEING PAID
33107	1	03/31/07	FC	66.13		*					

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18%  
 ACCOUNTS WITH A MINIMUM FINANCE CHARGE OF \$1.00. TERMS ARE NET 30 DAYS.

WILL BE ASSESSED ON ALL PAST DUE

PREVIOUS BALANCE	CURRENT CHG/CRD	CURRENT PMTS.	FINANCE CHARGE	NEW BAL/AMT. DUE
4672.20	0.00	0.00	66.13	4738.33
CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	121 DAYS & OVER
66.13	66.13	66.13	307.00	4232.94



INSTRUCTIONS: This affidavit must be made by the creditor:

- A. Personally, if an individual, by completing section A: OR
- B. By an officer, with title designated, if a corporation, by completing section B: OR
- C. By a partner, if a partnership, by completing section C.

A current statement of account and supporting documentation of the exact amount due must be attached.

At Curwenville in the County of Clearfield and  
State of Pennsylvania, on the 30th day of July, 2007, came  
Thomas Yontosh of said County and State says:

- A. That he/she hereinafter designates himself/herself as creditor.
- B. That he/she is the Corp Credit Mgr of LEZZER Lumber Inc., a corporation duly organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania, which corporation is hereinafter designated as creditor.
- C. That he/she is a partner in the partnership known as \_\_\_\_\_, which partnership is hereinafter designated as creditor.

That said creditor is doing business at the place, County and State aforesaid, and that the undersigned is duly authorized to make this proof in creditor's behalf: that Kevin + Kenton Wilson AAP Inc. is justly and truly indebted to said creditor, over and above all legal set-offs and counterclaims, in the amount of \$4936.72, and that annexed to this affidavit is a copy of the statement of account; and that said sum is due creditor on open account or \_\_\_\_\_.

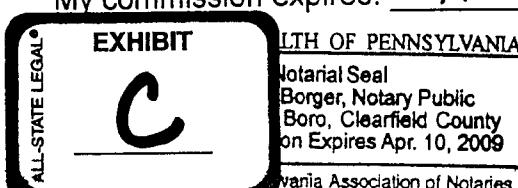
And further deponent sayeth not.

LEZZER Lumber Inc. Creditor  
By Thomas Yontosh Deponent

Acknowledged, subscribed and sworn to before me the day and year first above mentioned.

W E Argan Notary Public  
County of CLEARFIELD  
State of PENNSYLVANIA

My commission expires: APRIL 10, 2009



VERIFICATION

I, Thomas Yontosh, Cops Credit Mgr.  
(name) (title)

of LEZZER LUMBER, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

LEZZER LUMBER, INC.

By: Thomas YontoshTitle: Cops Credit Mgr.Dated: 10/8/0733707  
AAP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103918  
NO: 07-2018-CD  
SERVICE # 1 OF 3  
COMPLAINT

PLAINTIFF: LEZZER LUMBER, INC.

VS.

DEFENDANT: AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal guarantor

**SHERIFF RETURN**

NOW, April 01, 2008 AT 11:59 AM SERVED THE WITHIN COMPLAINT ON AAP, INC. DEFENDANT AT 526 W. PAULINE DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN WISOR JR., SON OF OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

2 na  
Service

03:10cm

APR 18 2008

LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103918  
NO: 07-2018-CD  
SERVICE # 2 OF 3  
COMPLAINT

PLAINTIFF: LEZZER LUMBER, INC.

vs.

DEFENDANT: AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal guarantor

**SHERIFF RETURN**

---

NOW, April 01, 2008 AT 11:59 AM SERVED THE WITHIN COMPLAINT ON KEVIN WISOR DEFENDANT AT 526 W. PAULINE DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN WISOR JR., SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103918  
NO: 07-2018-CD  
SERVICE # 3 OF 3  
COMPLAINT

PLAINTIFF: LEZZER LUMBER, INC.

VS.

DEFENDANT: AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal guarantor

**SHERIFF RETURN**

---

NOW, April 10, 2008 AT 3:10 PM SERVED THE WITHIN COMPLAINT ON KENTON WISOR DEFENDANT AT 1341 TURNPIKE AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN WISOR, BROTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103918  
NO: 07-2018-CD  
SERVICES 3  
COMPLAINT

PLAINTIFF: LEZZER LUMBER, INC.

vs.

DEFENDANT: AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal guarantor

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KODAK	3359	30.00
SHERIFF HAWKINS	KODAK	3359	29.41

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008

  
Chester A. Hawkins  
Sheriff

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

FILED Atty pd.  
MAY 25 2008 \$30.00  
JUN 09 2008 ICC Notice  
to Defs.

William A. Shaw  
Prothonotary/Clerk of Courts

Statement  
to Atty  
(GP)

TO: PROTHONOTARY, COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

**PRAECIPE FOR DEFAULT JUDGMENT**

Enter judgment in favor of the above Plaintiff and against the Defendant(s), AAP, INC. and KEVIN WISOR and KENTON WISOR, each as personal guarantor, named for failure to file within the required time an Answer to the Complaint in the above-captioned case and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint	\$5,924.06
Interest from August 30, 2007 at the statutory rate of 6% per annum	<u>\$+273.99</u>
Total Judgment	\$6,198.05

It is hereby certified that a written notice of intention to file this Praeclipe was mailed to the Defendant(s) and his attorney of record, after the default occurred and at least ten (10) days prior to the date of the filing of this Praeclipe. See Exhibits A & B attached.

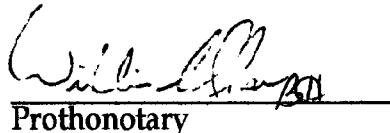
KODAK & IMBLUM, P.C.

By \_\_\_\_\_

Robert D. Kodak, Attorney for Plaintiff

DATED: 6/19/08

Judgment entered and damages assessed as above.

  
\_\_\_\_\_  
Prothonotary

LAW OFFICES OF

**KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
kki.law@verizon.net

Telephone  
717.238.7159  
Facsimile  
717.238.7158

May 1, 2008

**AAP INC**  
**526 W PAULINE DRIVE**  
**CLEARFIELD PA 16830**

RE: Lezzer Lumber, Inc.  
VS: AAP, Inc., Kevin Wisor and Kenton Wisor, each as Personal Guarantors  
No. 07-2018-CD, Court of Common Pleas  
Clearfield County, Commonwealth of Pennsylvania  
Our File No. 33707

Greetings:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praeclipe for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

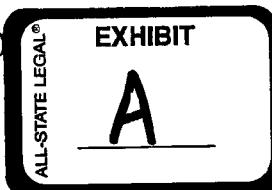
Very truly yours,  
**KODAK & IMBLUM, P.C.**

Robert D. Kodak

RDK/kqb  
enclosure

cc: ELLEN SEYMOUR  
AMERICAN FINANCIAL MANAGEMENT INC  
3715 VENTURA DR  
ARLINGTON HEIGHTS IL 6000

#683933



LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and KENTON  
WISOR, each as personal guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

**IMPORTANT NOTICE**

TO: AAP, INC., Defendant(s)

DATE OF NOTICE: MAY 1, 2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

**AVISO IMPORTANTE**

A AAP, INC., Defendido

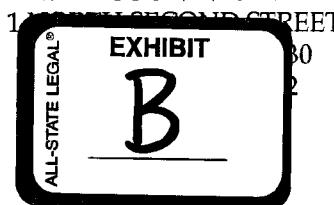
FECHA DEL AVISO: MAY 1, 2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATEMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE



Robert D. Kodak  
Gary J. Imblum

LAW OFFICES OF  
**KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
kki.law@verizon.net

Telephone  
717.238.7159  
Facsimile  
717.238.7158

May 1, 2008

**KEVIN WISOR**  
**526 W PAULINE DRIVE**  
**CLEARFIELD PA 16830**

RE: Lezzer Lumber, Inc.  
VS: AAP, Inc., Kevin Wisor and Kenton Wisor, each as Personal Guarantors  
No. 07-2018-CD, Court of Common Pleas  
Clearfield County, Commonwealth of Pennsylvania  
Our File No. 33707

Dear Mr. Wisor:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praeclipe for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,  
**KODAK & IMBLUM, P.C.**

Robert D. Kodak

**THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

RDK/kqb  
enclosure

cc: **ELLEN SEYMOUR**  
AMERICAN FINANCIAL MANAGEMENT INC  
3715 VENTURA DR  
ARLINGTON HEIGHTS IL 60004

#683933



LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and KENTON  
WISOR, each as personal guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

**IMPORTANT NOTICE**

TO: KEVIN WISOR, PERSONAL GUARANTOR, Defendant(s)

DATE OF NOTICE: MAY 1, 2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

**AVISO IMPORTANTE**

A KEVIN WISOR, PERSONAL GUARANTOR, Defendido

FECHA DEL AVISO: MAY 1, 2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATEMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE



Robert D. Kodak  
Gary J. Imblum

LAW OFFICES OF  
**KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
kki.law@verizon.net

Telephone  
717.238.7159  
Facsimile  
717.238.7158

May 1, 2008

**KENTON WISOR**  
**1341 TURNPIKE AVENUE**  
**CLEARFIELD PA 16830**

RE: Lezzer Lumber, Inc.  
VS: AAP, Inc., Kevin Wisor and Kenton Wisor, each as Personal Guarantors  
No. 07-2018-CD, Court of Common Pleas  
Clearfield County, Commonwealth of Pennsylvania  
Our File No. 33707

Dear Mr. Wisor:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praecept for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,  
**KODAK & IMBLUM, P.C.**

Robert D. Kodak

**THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

RDK/kqb  
enclosure

cc: ELLEN SEYMOUR  
AMERICAN FINANCIAL MANAGEMENT INC  
3715 VENTURA DR  
ARLINGTON HEIGHTS IL 60005

#683933



LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and KENTON  
WISOR, each as personal guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

### IMPORTANT NOTICE

TO: KENTON WISOR, PERSONAL GUARANTOR, Defendant(s)

DATE OF NOTICE: MAY 1, 2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

### AVISO IMPORTANTE

A KENTON WISOR, PERSONAL GUARANTOR, Defendido

FECHA DEL AVISO: MAY 1, 2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETR CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATEMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE



LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 07-2018-CD

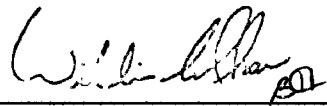
CIVIL ACTION - LAW

To: AAP, INC., Defendant(s)

You are hereby notified that on June 9, 2008 the following  
(Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$ 6,198.05.

DATE: 10/19/08

  
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

AAP INC  
526 W PAULINE DRIVE  
CLEARFIELD PA 16830

A: AAP, INC., Defendido/a, Defendidos/as

Por este medio se le esta notificando que el \_\_\_\_\_ de \_\_\_\_\_ del 20\_\_\_\_\_  
el/la siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: \_\_\_\_\_

Protonotario

Certifico que la siguiente direccion es la del defendido/asegurado indicada en el  
certificado de residencia:

AAP INC  
526 W PAULINE DRIVE  
CLEARFIELD PA 16830

Abogado del Demandante

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 07-2018-CD

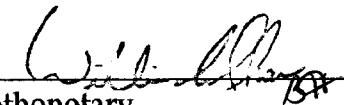
CIVIL ACTION - LAW

To: KEVIN WISOR Defendant(s)

You are hereby notified that on June 9, 2008 the following  
(Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$ 6,198.05.

DATE: 6/9/08

  
\_\_\_\_\_  
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

KEVIN WISOR  
526 W PAULINE DRIVE  
CLEARFIELD PA 16830

A: KEVIN WISOR, Defendido/a, Defendidos/as

Por este medio se le esta notificando que el \_\_\_\_\_ de \_\_\_\_\_ del 20\_\_\_\_\_  
el/la siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: \_\_\_\_\_

Protonotario

Certifico que la siguiente direccion es la del defendido/asegurado indicada en el  
certificado de residencia:

KEVIN WISOR  
526 W PAULINE DRIVE  
CLEARFIELD PA 16830

Abogado del Demandante

LEZZER LUMBER, INC.

Plaintiff

v

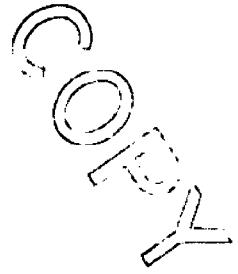
AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 07-2018-CD

CIVIL ACTION - LAW

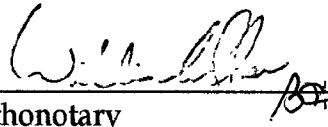


To: KENTON WISOR, Defendant(s)

You are hereby notified that on June 9, 2008 the following  
(Judgment) has been entered against you in the above-captioned case.

**Judgment entered in the amount of \$ 6,198.05.**

DATE: 6/19/08

  
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

KENTON WISOR  
1341 TURNPIKE AVENUE  
CLEARFIELD PA 16830

A: KENTON WISOR, Defendido/a, Defendidos/as

Por este medio se le esta notificando que el \_\_\_\_\_ de \_\_\_\_\_ del 20\_\_\_\_\_,  
el/la siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: \_\_\_\_\_

Protonotario

Certifico que la siguiente direccion es la del defendido/asegún indicada en el  
certificado de residencia:

KENTON WISOR  
1341 TURNPIKE AVENUE  
CLEARFIELD PA 16830

Abogado del Demandante

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

Lezzer Lumber, Inc.  
Plaintiff(s)

No.: 2007-02018-CD

Real Debt: \$6,198.05

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

AAP, Inc. Entry: \$20.00

Kevin Wisor

Kenton Wisor

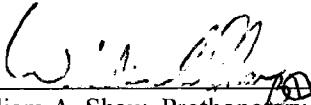
Defendant(s)

Instrument: Default Judgment

Date of Entry: June 9, 2008

Expires: June 9, 2013

Certified from the record this 9th day of June, 2008.

  
\_\_\_\_\_  
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

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)  
P.R.C.P. 3101 to 3149

William A. Shaw  
Prothonotary/Clerk of Courts

LEZZER LUMBER, INC.

Plaintiff

vs

AAP, INC. and KEVIN WISOR and

KENTON WISOR, each as pers guar

526 W Pauline Dr, Clearfield, PA 16830

AND

1341 Turnpike Ave, Clearfield, PA 16830

CNB Bank ..... Garnishee

IN THE COURT OF COMMON PLEAS OF  
Clearfield COUNTY, PENNSYLVANIA

Writ No. \_\_\_\_\_ Term 20  
No. 07-2018-CD Term 20 07

Amount Due  
6/9/08 jdmt ..... \$ 6,198.05

Interest @6% from date of jdmt  
to 10/29/08 =1.02 per diem ..... \$ 144.84

Atty's Commission  
5% ..... \$ 309.93

Costs (to be determined)  
..... \$ Prothonotary costs 132 -

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania

(2) against AAP, INC. and KEVIN WISOR and KENTON WISOR, each as pers guar  
Defendant(s);

(3) and against CNB Bank  
Garnishee(s);

(4) and index this writ  
(a) against AAP, INC. and KEVIN WISOR and KENTON WISOR, each as pers guar  
Defendant(s) and

(b) against CNB Bank  
Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:  
(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy):

LEVY UPON ALL PERSONAL PROPERTY OF THE ABOVE-LISTED DEFENDANT(S) AT THE ABOVE ADDRESS IN  
CLEARFIELD COUNTY, INCLUDING BUT NOT LIMITED TO A FURNITURE, JEWELRY, ELECTRONICS, SUPPLIES,  
ETC., AND GARNISH CNB BANK, 1 S. 2<sup>ND</sup> STREET, CLEARFIELD, PA, ACCOUNT NO. 165277-5, OR ANY OTHER  
ACCOUNTS UNDER DEFENDANT'S NAME(S) AND/OR SOCIAL SECURITY NUMBER XXX-XX-8436 OR XXX-XX-9437.

(5) Exemption has (not) been waived.

FILED

OCT 31 2008

2008

William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Atm

4 cent w/6 warrs

to Shff.

  
Robert D. Kodak, Esquire  
PO Box 11848  
Harrisburg, PA 17108  
(717) 238-7152

Attorney For Plaintiff(s)

Dated 10/29/08

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Lezzer Lumber, Inc.,

Vs.

NO.: 2007-02018-CD

AAP, Inc., and  
Kevin Wisor, and  
Kenton Wisor, each as pers guar

CNB Bank  
Garnishee

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against LEZZER LUMBER, INC., Plaintiff(s) from AAP, INC., KEVIN WISOR, KENTON WISOR, each as pers guar, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
CNB Bank  
as garnishee(s):  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$6,198.05

INTEREST FROM: \$144.84

ATTY'S COMM: \$309.93

DATE: 10/31/2008

PROTH. COSTS PAID: \$132.00

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Robert D. Kodak, Esq.  
PO Box 11848  
Harrisburg, PA 17108  
717-238-712

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR each as pers. guar.

Defendant

NO. 2007-2018-CD

Form of Action

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,  
(a) I desire that my \$300 statutory exemption be  
     (i) set aside in kind (specify property be set aside in kind):

(ii) paid in cash following the sale of the property levied upon; or

(2) (b) I claim the following exemption (specify property and basis of exemption):  
From my property which is in the possession of a third party, I claim the  
following exemptions: \_\_\_\_\_

(a) my \$300 statutory exemption:  in cash;  in kind (specify property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_;

(c) other (specify amount and basis of exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing  
should be given to me at \_\_\_\_\_

(address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I  
understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §  
4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF  
CLEARFIELD COUNTY COURTHOUSE  
POST OFFICE BOX 549  
CLEARFIELD PA 16830  
814-765-2641 EXT 5986

# WRIT OF EXECUTION - NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise our rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of sum of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment
- (3) Most wages and unemployment compensation
- (4) Social Security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

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

LEZZER LUMBER, INC.,

Plaintiff

vs.

AAP, INC. and KEVIN WISOR and  
KENTON WISOR each as p/g,

Defendants

and

CNB Bank, formerly  
County National Bank,

Garnishee

No. 07-2018-CD

FILED  
O 10134 a.m. GK  
DEC 19 2008

4  
William A. Shaw  
Prothonotary/Clerk of Courts

No cc  
610

**GARNISHEE'S ANSWERS TO INTERROGATORIES**

COMES NOW, CNB Bank, formerly County National Bank, by its attorney, Peter F. Smith, who answers the Interrogatories as follows:

1. Yes. Defendants maintain a number of account relationships with CNB Bank. The first is Checking Account #2265528 in the name of Kenton Wisor. The balance on the date and at the time the Writ was served on CNB Bank, after deduction of CNB's fee for responding to these Interrogatories was \$344.78.

Savings Account #55117808 in the name of Kenton Wisor. The balance on the date and time the Writ was served on CNB Bank was \$10.00.

Checking Account #2089910 in the name of K S Wisor, Insurance Escrow. The balance on the date and time the Writ was served on CNB Bank was \$4.07.

Checking Account #1701085 in the name of All American Painters, Inc. The balance on the date and time the Writ was served on CNB Bank was \$5.00.

Defendant Kevin S. Wisor also maintains Checking Account 1298447 with his wife Joyce A. Wisor. CNB respectfully suggests that this account is exempt from execution because it is owned by husband and wife as Tenants by the Entireties.

2. No.
3. No.
4. No.
5. No.

6. No.
7. The exempt husband and wife account identified in answer 1 does receive a preauthorized payroll deposit from Clearfield County.
8. Yes. Two of the three accounts. See answer 1.

Date: 12-8-08



Peter F. Smith, Esquire  
Attorney for the Garnishee  
Attorney I.D. # 34291  
P.O. Box 130, 30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

## VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

CNB Bank

Dated: 12-18-08

By: Kimberly M. Olson  
Kimberly M. Olson,  
Records and Research

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

LEZZER LUMBER, INC., :  
Plaintiff :  
vs. : No. 07-2018-CD  
: AAP, INC. and KEVIN WISOR and :  
KENTON WISOR each as p/g, :  
Defendants :  
and :  
CNB Bank, formerly :  
County National Bank, :  
Garnishee :

## GARNISHEE CNB BANK' S CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank, formerly County National Bank, in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendants by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL  
Robert D. Kodak, Esquire  
407 North Front Street  
P.O. Box 11848  
Harrisburg, PA 17108-1848

CERTIFIED MAIL  
Kevin Wisor  
526 Pauline Drive  
Clearfield, PA 16830

Kenton Wisor  
1341 Turnpike Avenue  
Clearfield, PA 16830

Respectfully submitted,

Date: 12-8-08

Peter F. Smith, Esquire  
Attorney for the Garnishee  
P.O. Box 130, 30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

LEZZER LUMBER, INC.

Plaintiff

v

AAP, INC. and KEVIN WISOR and  
KENTON WISOR, each as personal  
guarantor

Defendant(s)

v

CNB BANK, formerly County  
National Bank

Garnishee

IN THE COURT OF COMMON PLEAS OF  
**CLEARFIELD COUNTY,**  
PENNSYLVANIA

NO. 07-2018-C

CIVIL ACTION - LAW

DEC 26 2008  
m12.17/2  
S William A. Shaw  
Prothonotary/Clerk of Courts  
CIVIL to Act

**PRAECIPE**

TO THE PROTHONOTARY:

Please dissolve the Garnishmen: issued against **CNB BANK, formerly County  
National Bank**, Garnishee in the above-captioned matter.

TO: Clearfield County  
Prothonotary

Dated: December 23, 2008

  
\_\_\_\_\_  
Robert D. Kodak, Esquire  
Attorney for Plaintiff  
Attorney I.D. No. 18041

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20880  
NO: 07-2018-CD

PLAINTIFF: LEZZER LUMBER, INC.

vs.  
DEFENDANT: AAP, INC., AND KEVIN WISOR, AND KENTON WISOR, EACH AS PERS GUAR

## Execution PERSONAL PROPERTY / INTERROGATORIES

## SHERIFF RETURN

DATE RECEIVED WRIT: 10/31/2008

LEVY TAKEN @

POSTED @

## SALE HEL

SOLD TO

**SOLD FOR AMOUNT      PLUS COSTS**

WRIT RETURNED 3/20/2012

**DATE DEED FILED**

PROPERTY ADDRESS 526 PAULINE DRIVE 1341 TURNPIKE AVENUE CLEARFIELD , PA 16830

6 079-7264  
MAR 20 2012  
William A. Shaw  
Notary/Clerk of Courts

## SERVICES

**SEE ATTACHED SHEET(S) OF SERVICES**

SHERIFF HAWKINS \$38.68

**SURCHARGE \$70.00 PAID BY ATTORNEY**

Sworn to Before Me This

### So Answers.

Day of 2012

Chester Hawkins  
Sgt. Andrew Butler - Asst. Sheriff

LEZZER LUMBER, INC.

vs

AAP, INC., AND KEVIN WISOR, AND KENTON WISOR, EACH AS PERS GUAR

---

1 @ SERVED AAP INC.

AAP INC. NOT SERVED.

---

2 @ SERVED KEVIN WISOR

AFTER SEVERAL ATTEMPTS THE DEPUTIES WERE UNABLE TO LEVY OR SERVE KEVIN WISOR, DEFENDANT, WITH THE WRIT OR LEVY. KEVIN WISOR FILED BANKRUPTCY.

---

3 @ SERVED KENTON WISOR

NOW, MARCH 6, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE WIRT AS TO KENTON WISOR. INFORMED ATTY TO REISSUE WRIT.

---

4 11/26/200 @ 9:25 AM SERVED CNB BANK

SERVED CNB BANK, GARNISHEE, BY HANDING TO CINDY PEARCE, RECEPTIONIST, AT CNB BANK, AT HER PLACE OF EMPLOYMENT 1 S. SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

---

@ SERVED

NOW, MARCH 20, 2012 RETURN WRIT AS TIME EXPIRED.

---

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Lezzer Lumber, Inc.,

Vs.

NO.: 2007-02018-CD

AAP, Inc., and  
Kevin Wisor, and  
Kenton Wisor, each as pers guar

CNB Bank  
Garnishee

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against LEZZER LUMBER, INC., Plaintiff(s) from AAP, INC., KEVIN WISOR, KENTON WISOR, each as pers guar, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
CNB Bank  
as garnishee(s):  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$6,198.05  
INTEREST FROM: \$144.84  
ATTY'S COMM: \$309.93  
DATE: 10/31/2008

PROTH. COSTS PAID: \$132.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 31st day  
of October A.D. 2008  
At 8:25 A.M./P.M.

Wesley A. Wrenn  
Sheriff, Cynthia Butler, Asst. Sheriff

Requesting Party: Robert D. Kodak, Esq.  
PO Box 11848  
Harrisburg, PA 17108  
717-238-712

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME AAP INC.

NO. 07-2018-CD

NOW, March 20, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Aap, Inc., And Kevin Wisor, And Kenton Wisor, Each As Pers Guar to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	9.00
MILEAGE	2.00
LEVY	20.00
MILEAGE POSTING	2.00
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.68
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	6.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$69.68</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	6,198.05
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	309.93
REFUND OF ADVANCE	
REFUND OF SURCHARGE	70.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	144.84
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$6,924.50</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	69.68
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$201.68</b>
<b>TOTAL COSTS</b>	<b>\$6,924.50</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

Robert D. Kodak  
Gary J. Imblum

**KODAK & IMBLUM, P.C.**  
CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
[www.kodak-imblum.com](http://www.kodak-imblum.com)

Telephone  
717.238.7152  
Facsimile  
717.238.7158

March 6, 2009

**VIA FACSIMILE ONLY @ 1-814-765-5915**

ATTENTION CINDY  
OFFICE OF THE SHERIFF  
CLEARFIELD COUNTY COURTHOUSE  
POST OFFICE BOX 549  
CLEARFIELD PA 16830

RE: Lezzer Lumber  
VS: Kevin and Kenton Wisor/ AAP, Inc.  
Our File No. 33707  
No. 07-2018-CD, Court of Common Pleas  
Clearfield County, Pennsylvania

Dear Cindy:

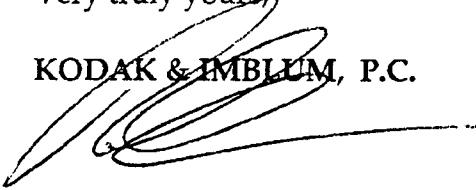
On March 3, 2009, I sent your office the attached letter. I mistakenly asked you to Stay the Writ of Execution as only Kevin Wisor filed Bankruptcy and not Kenton Wisor. Please consider my letter of March 3, 2009 null and void as to Kenton Wisor and proceed against him on the Writ of Execution we issued in this matter.

If you have any questions, please do not hesitate to call.

As always, we thank you for the fine services you provide.

Very truly yours,

**KODAK & IMBLUM, P.C.**



Robert D. Kodak  
[robert.kodak@kodak-imblum.com](mailto:robert.kodak@kodak-imblum.com)

RDK/bjh  
attachment (1 page)

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.**

cc ELLEN SEYMOUR  
AMERICAN FINANCIAL MANAGEMENT INC  
3715 VENTURA DR  
ARLINGTON HEIGHTS IL 60004

(via U.S. mail only)

683933