

CO-66-CD  
SUSAN K. KREVEL -vs- GERALD T. KREVEL

# JOHN J. ZAGARI

A PROFESSIONAL CORPORATION  
ATTORNEY AT LAW

412-765-2993  
FAX: 412-765-2996

1609 LAWYERS BUILDING  
428 FORBES AVENUE  
PITTSBURGH, PA 15219-1603

October 4, 2000

The Honorable Frederick Ammerman  
230 East Market Street  
Clearfield, PA 16830

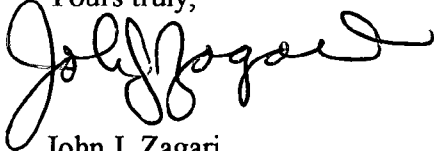
RE: Krevel v. Krevel  
No. 00-66-CD

Dear Judge Ammerman:

As per my conversation with your secretary, Judy, enclosed is the Amended Decree in Divorce. As you may or may not know, the Decree is now consistent with the Marriage Settlement Agreement. Kindly enter this Decree.

I apologize for any inconvenience that this may have caused your office.

Yours truly,



John J. Zagari  
JJZ/dms  
Enclosure

cc: Lynn Hollen, Esquire w/enclosures

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

SUSAN K. KREVEL,

FAMILY DIVISION

PLANTIFF,

vs.

COMPLAINT IN DIVORCE

GERALD T. KREVEL,

00-66-00

DEFENDANT.

FILED ON BEHALF OF:  
PLANTIFF

COUNSEL OF RECORD FOR  
THIS PARTY:

JOHN J. ZAGARI, Esquire  
PA I.D. No.: 33753

JOHN J. ZAGARI  
Suite 1609, LAWYERS BUILDING  
428 Forbes Avenue  
Pittsburgh, PA 15219-1604

(412)765-2993

No minor children born to the marriage.

FILED

JAN 19 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUSAN K. KREVEL,

FAMILY DIVISION

Plaintiff,

NO.:

vs.

GERALD T. KREVEL,

Defendant.

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree of divorce or annulment may be entered against you by the Court. A judgment may also be entered against you for any other claim or relief requested in these papers by the Plaintiff. You may lose money or property or other rights important to you, including custody or visitation of your children.

When the ground for divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYERS'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

DAVID MEHOLICK, Court Administrator  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
814-765-2641 Ext. 32

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUSAN K. KREVEL,

FAMILY DIVISION

Plaintiff,

NO.:

vs.

GERALD T. KREVEL,

Defendant.

**COMPLAINT IN DIVORCE**

AND NOW, comes the Plaintiff, Susan K. Krevel, by and through her attorney, John J. Zagari, Esquire, and files this Complaint in Divorce, and, in support thereof, avers the following:

**COUNT I - DIVORCE**

1. The Plaintiff is Susan K. Krevel who resides at R.D. #1, Box 60, Clearfield County, Westover, Pa., 16692.
2. The Defendant is Gerald T. Krevel who resides at P.O. Box 83, Cambria County, Emeigh Pa., 15738.
3. Both the Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six months immediately previous to the filing of this Complaint.
4. The Plaintiff and Defendant were married on December 23, 1978 in Westmoreland County, Pennsylvania.
5.
  - A. Plaintiff avers that the marriage is irretrievably broken.
  - B. The Defendant has, by cruel and barbarous treatment, endangered the life of Plaintiff, the injured and innocent spouse.

C. The Defendant has offered such indignities to the Plaintiff, the injured and innocent spouse, as to render her condition intolerable and life burdensome.

6. No prior action in divorce or for annulment of marriage between the parties has been filed in this or any other jurisdiction.

7. Plaintiff has been advised of the availability of counseling and understands that he may have the right to request that the court require the parties to participate in counseling.

WHEREFORE, Plaintiff requests this Honorable Court to enter a decree of divorce under Section 3301(c) or Section 3301(d) of the Divorce Code.

#### **COUNT II - ALIMONY PENDENTE LITE/SPOUSAL SUPPORT**

8. The Plaintiff incorporates by reference Paragraphs 1 through 7 of the Complaint as though more fully set forth herein.

9. The Plaintiff lacks sufficient property to provide for her reasonable needs and is unable to support herself through appropriate employment during the pendency of this action.

10. The Defendant is financially able to provide for the reasonable needs of the Plaintiff during the pendency of this action.

WHEREFORE, pursuant to Section 3702 of the Divorce Code, Plaintiff requests this Honorable Court to award alimony pendente lite/spousal support to the Plaintiff.

#### **COUNT III - ALIMONY**

11. The Plaintiff incorporates by reference Paragraphs 1 through 10 of the Complaint as though more fully set forth herein.

12. The Plaintiff lacks sufficient property to provide for her reasonable needs and is unable

to support herself through appropriate employment.

13. The Defendant is financially able to provide for the reasonable needs of the Plaintiff.

WHEREFORE, pursuant to Section 3701 of the Divorce Code, Plaintiff requests this Honorable Court to award permanent alimony to the Plaintiff.

#### **COUNT IV - COUNSEL FEES AND EXPENSES**

14. The Plaintiff incorporates by reference Paragraphs 1 through 13 of the Complaint as though more fully set forth herein.

15. The Plaintiff is financially unable to pay her counsel fees, professional witness expenses, and the costs and expenses of prosecuting this action.

16. The Defendant is financially able to pay for the Plaintiff's counsel fees and the Plaintiff's costs and expenses of prosecuting this action.

WHEREFORE, pursuant to Section 3702 of the Divorce Code, Plaintiff requests this Honorable Court to make a preliminary and final award to the Plaintiff for Plaintiff's reasonable counsel fees, costs and expenses.

#### **COUNT V - EQUITABLE DISTRIBUTION OF PROPERTY**

17. The Plaintiff incorporates by reference Paragraphs 1 through 16 of the Complaint as though more fully set forth herein.

18. The parties own marital property as that term is defined in Section 3501 of the Divorce Code.

WHEREFORE, pursuant to Section 3502 of the Divorce Code, Plaintiff requests this Honorable Court to equitably divide, distribute, or assign the marital property between the parties

and, Plaintiff requests this Honorable Court to enjoin the Defendant from conveying any asset or assets with a fair market value of \$500.00 or more during the pendency of this action.

**COUNT VI - INJUNCTION FROM DISPOSITION OF  
PROPERTY PENDING SUIT**

19. The Plaintiff incorporates by reference Paragraphs 1 through 18 of the Complaint as though more fully set forth herein.

20. The removal from this jurisdiction, disposal of, alienation, encumbering and/or dissipation of marital assets by the defendant would be detrimental to the rights of the Plaintiff and would defeat the intent of the Divorce Code, all of which would irreparably harm the Plaintiff.

WHEREFORE, Plaintiff requests this Honorable Court to issue an injunction against the Defendant enjoining the removal and/or disposition and/or encumbrance of any marital asset and to grant such other relief to the Plaintiff as this Court deems reasonable and appropriate to protect the marital assets.

**COUNT VII - LIFE INSURANCE POLICIES**

21. The Plaintiff incorporates by reference Paragraphs 1 through 20 of the Complaint as though more fully set forth herein.

22. During the marriage, the Defendant purchased a policy or policies of insurance, insuring his life and designated the Plaintiff as beneficiary of said policy or policies.

23. Said policy or policies are still owned by, or are within the effective control of the Defendant.

24. Said policy or policies are vital to Plaintiff to insure her support, maintenance and/or alimony, should the Defendant die.



WHEREFORE, pursuant to Section 3502(d) of the Divorce Code, Plaintiff requests this Honorable Court to order the Defendant to permanently maintain said policy or policies and to permanently maintain the current beneficiary designations of said policy or policies.

**COUNT VIII - RIGHT TO LIVE IN THE MARITAL RESIDENCE**

25. The Plaintiff incorporates by reference Paragraphs 1 through 24 of the Complaint as though more fully set forth herein.

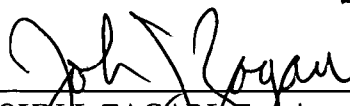
26. The Plaintiff has been residing at the marital residence located at R.D. #1, Box 60, Clearfield County, Westover, Pa., 16692, since 1978.

27. At the present time, the Plaintiff has no other place to live.

WHEREFORE, pursuant to Section 3502(c) of the Divorce Code, Plaintiff requests this Honorable Court to award to Plaintiff, the exclusive right to live in the marital residence for a reasonable period of time.

Respectfully submitted,

ZAGARI LAW OFFICES

  
\_\_\_\_\_  
JOHN J. ZAGARI, Esquire  
Counsel for Plaintiff

**VERIFICATION**

I, Susan K. Krevel verify that the statements made herein are true and correct to the best of my knowledge, information and belief, and are subject to the penalties of 18 Pa. Con. Stat. Ann §4904 relating to unsworn falsification to authorities.

Date: 1/11/00

x Susan K. Krevel  
SUSAN K. KREVEL

FILED

~~FILED~~  
JAN 19 2000

Q103913 aH  
William A. Shaw  
Prothonotary

Naddes/Eagari pd \$125.00  
Dec 21, Naddes

William A. Shaw  
Prothonotary

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

SUSAN K. KREVEL,  
Plaintiff

vs.

GERALD T. KREVEL,  
Defendant

:  
:  
:  
: No. 00 - 66 - CD  
: In Divorce  
:  
:

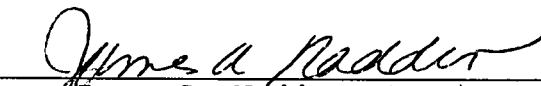
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)

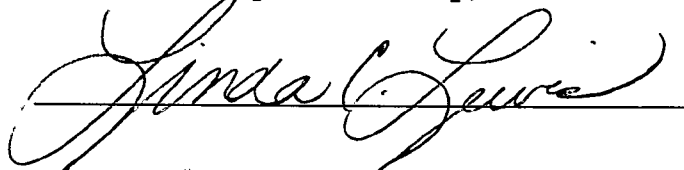
.SS

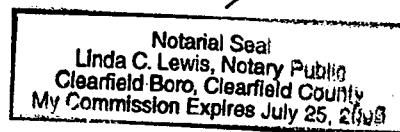
COUNTY OF CLEARFIELD )

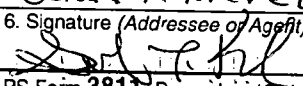
James A. Naddeo, Esquire, Attorney for the above named Plaintiff, being duly sworn according to law, deposes and states that a certified copy of the Divorce Complaint filed in the above-captioned action was served upon the Defendant in accordance with Pa.R.C.P. 1930.4(c) by first-class mail, Restricted Delivery, return receipt requested on January 24, 2000, at the Defendant's residence of P. O. Box 83, Emeigh, Pennsylvania 15738, as appears from the receipt of certified mail attached hereto.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

SWORN and SUBSCRIBED before me this 26th day of January, 2000.



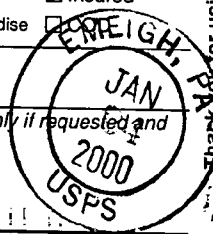


<b>SENDER:</b> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee):  1. <input type="checkbox"/> Addressee's Address 2. <input checked="" type="checkbox"/> Restricted Delivery XX	
		3. Article Addressed to: Gerald T. Krevel P. O. Box 83 Emeigh, PA 15738	
4a. Article Number Z 284 385 887		4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise	
5. Received By: (Print Name) Gerald T. Krevel		7. Date of Delivery 01-24-00	
6. Signature (Addressee or Agent) 		8. Addressee's Address (Only if requested and fee is paid)	

PS Form 3811, December 1994
 102595-99-8-0223 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service.



FILED

JAN 26 2000

William A. Shaw  
Prothonotary

cc  
JES

Wm. Lynn Hollen

Attorney at Law

1633 East Pleasant Valley Blvd.

Altoona, PA 16602

(814) 942-1131

The Coalport - Glendale - Prince Gallitzin Area

(814) 672-3790



IN THE COURT OF COMMON PLEAS OF CLEARFIELD  
COUNTY, PENNSYLVANIA

SUSAN K. KREVEL  
Plaintiff

vs.

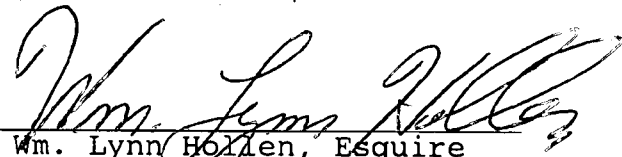
GERALD T. KREVEL  
Defendant

:  
:  
:  
: No. 00 - 66 - CD  
:  
:  
:

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance for the defendant, Gerald  
T. Krevel in the above-captioned matter.



Wm. Lynn Hollen, Esquire  
Attorney for the Defendant  
1633 E. Pleasant Valley Blvd.  
Altoona, PA 16602  
(814) 942-1131  
Supreme Court ID# 43253

FILED

FEB 01 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

SUSAN K. KREVEL  
Plaintiff

vs.

GERALD T. KREVEL  
Defendant

:  
:  
:  
: NO. 00 - 66 - CD  
:  
:  
: CIVIL ACTION  
:  
:

COUNTERCLAIM IN DIVORCE

GERALD T. KREVEL, defendant on the  
counterclaim, by his attorney, Wm. Lynn Hollen, Esquire,  
files the following counterclaim and respectfully  
represents that:

COUNT ONE-DIVORCE  
Section 3301(c)

1. Plaintiff on the counterclaim is Susan K. Krevel who currently resides at RD #1 Box 60, Westover, in the County of Clearfield, Pennsylvania 16692..
2. Defendant on the counterclaim is Gerald T. Krevel who currently resides at P.O. Box 83, Emeigh, in the County of Cambria, Pennsylvania 15738.
3. Plaintiff on the counterclaim and defendant on the counterclaim have been bona fide residents of the Commonwealth of Pennsylvania for at least six months immediately previous to the filing of this counterclaim.
4. Plaintiff on the counterclaim and defendant on the counterclaim were married on December 23, 1978 in Westmoreland County, Pennsylvania.
5. There have been no prior actions for divorce or annulment between the parties, except the complaint

**FILED**

AUG 15 2000

M/11:45/ by  
William A. Shaw  
Prothonotary

2 cent to Atty

filed in this instant matter.

6. The marriage is irretrievably broken.

WHEREFORE, if both parties file affidavits consenting to a divorce after ninety (90) days have elapsed from the date of the filing of this Counterclaim, Defendant respectfully requests that the Court enter a Decree of Divorce pursuant to Section 3301 (c) of the Divorce Code.

COUNT TWO - 3301(a)(6)

7. Paragraphs 1 through 6 of this complaint are incorporated herein by reference as though set forth in full.
8. In the event that the Plaintiff will not consent to entry of a divorce decree, Defendant avers grounds under 23 PA.C.S.A. Section 3301(a)(6)  
The Plaintiff offered such indignities to the innocent and injured spouse as to render that spouse's condition intolerable and life burdensome.

WHEREFORE, in the event either party fails to file an affidavit consenting to a divorce according to Section 3301(c) of the Divorce Code, defendant respectfully request the Honorable Court to enter a decree in divorce, pursuant to Section 3301(a)(6) of the Divorce Code.

COUNT THREE-EQUITABLE DISTRIBUTION  
Section 3502

9. Paragraphs 1 through 8 of this counterclaim are incorporated herein by reference as though set forth in full.
10. Plaintiff on the counterclaim and defendant on the counterclaim have legally and beneficially acquired property, both real and personal, during their marriage from December 23, 1978 until the date of their separation January 19, 2000 which property is "marital property."
11. Plaintiff on the counterclaim and defendant on the counterclaim may have owned, prior to the marriage, property, both real and personal, which property has increased in value during the marriage and/or which has been exchanged for other property, which has

increased in value during the marriage, all of which property is "marital property."

12. Plaintiff on the counterclaim and defendant on the counterclaim have been unable to agree as to an equitable division of said property to the date of the filing of this counterclaim.
13. Defendant on the counterclaim requests the Court to equitably divide all marital property [ and to enjoin plaintiff on the counterclaim from the removal, disposition, alienation, or encumbering of all real and personal property of the parties.]

WHEREFORE, defendant request your Honorable Court to equitably divide all marital property.

COUNT FOUR-ALIMONY PENDENTE LITE  
Section 3702

14. Paragraphs 1 through 13 of the counterclaim are incorporated herein by reference as though set forth in full.
15. Defendant is self-employed.
16. Plaintiff is well and able to provide for Defendant's need, but has refused or otherwise failed to provide for same on a voluntary basis.

WHEREFORE Defendant request your Honorable Court to enter an order awarding alimony pendent Lite.

COUNT FIVE-ALIMONY  
Section 3701

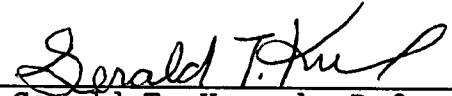
17. Paragraphs 1 through 16 of the counterclaim are incorporated herein by reference as through set forth in full.
18. Defendant on the counterclaim lacks sufficient property to provide for his reasonable means and is unable to support himself through his self-employment.
19. Defendant on the counterclaim requires reasonable support to adequately maintain himself in accordance with the standard of living established during the marriage.

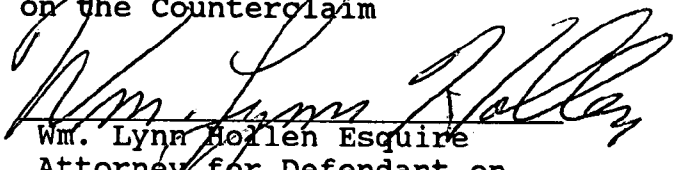
20. Plaintiff on the counterclaim earns approximately \$40,000.00 per year and has substantial assets.
21. Defendant on the counterclaim request the Court to enter an award of reasonable temporary alimony and additional sums as they may become necessary from time to time hereafter until final hearing and permanently thereafter.

WHEREFORE, defendant requests your Honorable Court to enter an award of alimony.

I verify that the statements made in this complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa CS Section 4904, relating to unsworn falsification to authorities.

Date: 8/9/2000

  
Gerald T. Krevel, Defendant  
on the Counterclaim

  
Wm. Lynn Hollen Esquire  
Attorney for Defendant on  
the Counterclaim  
1633 E. Pleasant Valley Blvd.  
Altoona, PA 16602  
(814) 942-1131  
Supreme Court ID# 432531

[illegible]

**FILE**

AUG 15 1964

**William A. Prothorne**

附

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

GERALD T. KREVEL,

DEFENDANT.

**NOTICE OF SERVICE OF  
PLAINTIFF'S INTERROGATORIES  
DIRECTED TO DEFENDANT,  
GERALD T. KREVEL**

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR  
THIS PARTY:

JOHN J. ZAGARI, ESQUIRE  
PA I.D. No.: 33753

ZAGARI LAW OFFICES  
Suite 1609, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219-1604

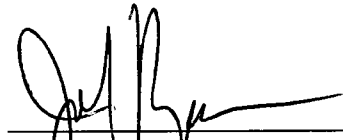
(412) 765-2993

**FILED**

AUG 21 2000  
m/1:50/ur  
William A. Shaw  
Prothonotary  
no c/c

**NOTICE OF SERVICE OF PLAINTIFF'S INTERROGATORIES DIRECTED TO  
DEFENDANT, GERALD T. KREVEL**

The undersigned hereby gives notice to the Court that **Plaintiff's Interrogatories Directed to Defendant, Gerald T. Krevel**, have been served via United States first class mail, postage prepaid to Wm. Lynn Hollen, Esquire, 1633 E. Pleasant Valley Blvd., Altoona, PA 16602 on this 15th day of August, 2000.

  
\_\_\_\_\_  
JOHN J. ZAGARI  
Attorney for Plaintiff



⑥  
CA

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

VS.

**PRAECIPE TO TRANSMIT RECORD**

GERALD T. KREVEL,

DEFENDANT.

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR  
THIS PARTY:

JOHN J. ZAGARI, ESQUIRE  
PA I.D. No.: 33753

ZAGARI LAW OFFICES  
Suite 1609, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219-1604

(412) 765-2993

**FILED**

SEP 27 2000

William A. Shaw  
Prothonotary

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

GERALD T. KREVEL,

DEFENDANT.

**PRAECIPE TO TRANSMIT RECORD**

TO THE PROTHONOTARY:

Transmit the record, together with the following information, to the court for entry of a divorce decree:

1. Ground for divorce: irretrievable breakdown under Section 3301(c) or (d) of the Divorce Code.
2. Date and manner of service of the complaint: January 19, 2000 by Certified Mail.
3. Date of execution of the Affidavit of Consent required by Section 3301(c) or (d) of the Divorce Code: by Plaintiff: September 19, 2000; by Defendant: September 19, 2000.
4. Related claims pending: None.

  
John J. Zagari, Esquire  
Attorney for Plaintiff

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

**PLAINTIFF'S AFFIDAVIT OF CONSENT**

GERALD T. KREVEL,

DEFENDANT.

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR  
THIS PARTY:

JOHN J. ZAGARI, ESQUIRE  
PA I.D. No.: 33753

ZAGARI LAW OFFICES  
Suite 1609, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219-1604

(412) 765-2993

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

GERALD T. KREVEL,

DEFENDANT.

AFFIDAVIT OF CONSENT

1. A complaint in divorce pursuant to Section 3301(c) of the Divorce Code was filed on January 19, 2000.

2. The marriage of Plaintiff and Defendant is irretrievably broken, and ninety days have elapsed from the date of filing and service of the complaint.

3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

I VERIFY that the statements made in this Affidavit 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.

Date: 9/19/2000

  
SUSAN K. KREVEL  
Plaintiff

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

GERALD T. KREVEL,

**DEFENDANT'S AFFIDAVIT  
OF CONSENT**

DEFENDANT.

FILED ON BEHALF OF:  
DEFENDANT

COUNSEL OF RECORD FOR  
THIS PARTY:

WILLIAM LYNN HOLLEN  
ATTORNEY AT LAW

1633 East Pleasant Valley Blvd.  
Altoona, PA 16602

(814)942-1131

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

GERALD T. KREVEL,

DEFENDANT.

AFFIDAVIT OF CONSENT

1. A complaint in divorce pursuant to Section 3301(c) of the Divorce Code was filed on January 19, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken, and ninety days have elapsed from the date of filing and service of the complaint.
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

I VERIFY that the statements made in this Affidavit 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.

Date: 9-19-00

  
GERALD T. KREVEL  
Defendant

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

WAIVER OF NOTICE OF  
INTENTION

GERALD T. KREVEL,

DEFENDANT.

TO THE PROTHONOTARY:

WAIVER OF NOTICE OF INTENTION TO REQUEST ENTRY  
OF A DIVORCE DECREE UNDER § 3301(c) OF THE DIVORCE CODE

1. I consent to entry of a final decree of divorce without notice.

2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

3. I understand that I will not be divorced until a divorce decree is entered by the court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

I VERIFY that the statements made in this waiver of notice 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.

Date: 9-19-00



Gerald T Krevel  
Defendant

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

WAIVER OF NOTICE OF  
INTENTION

GERALD T. KREVEL,

DEFENDANT.

TO THE PROTHONOTARY:

WAIVER OF NOTICE OF INTENTION TO REQUEST ENTRY  
OF A DIVORCE DECREE UNDER § 3301(c) OF THE DIVORCE CODE

1. I consent to entry of a final decree of divorce without notice.

2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

3. I understand that I will not be divorced until a divorce decree is entered by the court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

I VERIFY that the statements made in this waiver of notice 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.

Date: 9/19/2000



Susan K Krevel  
Defendant



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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

GERALD T. KREVEL,

**DECREE IN DIVORCE**

DEFENDANT.

FILED ON BEHALF OF:  
DEFENDANT

COUNSEL OF RECORD FOR  
THIS PARTY:

WILLIAM LYNN HOLLEN  
ATTORNEY AT LAW

1633 East Pleasant Valley Blvd.  
Altoona, PA 16602

(814)942-1131

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

GERALD T. KREVEL,

DEFENDANT.

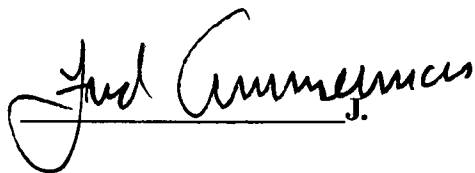
**DECREE IN DIVORCE**

AND NOW, this 2nd Day of October, 2000, it is ordered and decreed that SUSAN KREVEL, Plaintiff, and GERALD KREVEL, Defendant are divorced from the bonds of matrimony.

IT IS FURTHER DECREED, that the terms, provisions and conditions of the Property Settlement Agreement dated September 19, 2000, and attached to this Decree are hereby incorporated into this Decree by reference as fully as though the same were set forth at length. Said Agreement shall merge with this Decree.

The court retains jurisdiction of any claims raised by the parties to this action for which a final order has not yet been entered.

**BY THE COURT:**

A handwritten signature in cursive script, appearing to read "Fred Ammerman", written over a horizontal line.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

COUNTY

Clearfield

## RECORD OF

DIVORCE OR ANNULMENT

☒

(CHECK ONE)

☐

STATE FILE NUMBER

00-66-CD

STATE FILE DATE

January 19, 2000

## HUSBAND

1. NAME (First) (Middle) (Last) Gerald T. Krevel			2. DATE OF BIRTH (Month) (Day) (Year) 12 21 1948		
3. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State) R.D. #1, Box 60, Westover, Clearfield, PA			4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
5. NUMBER OF THIS MARRIAGE 1		6. RACE (WHITE) (BLACK) (OTHER (Specify)) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		7. USUAL OCCUPATION self-employed meat cutter	

## WIFE

8. MAIDEN NAME (First) (Middle) (Last) Susan K. Master			9. DATE OF BIRTH (Month) (Day) (Year) 7 10 1951		
10. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State) 147 Summit Ave, Leechburgh, Armstrong, PA			11. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
12. NUMBER OF THIS MARRIAGE 1		13. RACE (WHITE) (BLACK) (OTHER (Specify)) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		14. USUAL OCCUPATION Administrative Assistant	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Westmoreland Pennsylvania			16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 12 23 1978		
17A. NUMBER OF CHILDREN THIS MARRIAGE 0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18. 0	18. PLAINTIFF (HUSBAND) (WIFE) (OTHER (Specify)) <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		19. DECREE GRANTED TO (HUSBAND) (WIFE) (OTHER (Specify)) <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF (HUSBAND) (WIFE) (SPLIT CUSTODY) (OTHER (Specify)) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> N/A		21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT Irretrievably Broken			
22. DATE OF DECREE (Month) (Day) (Year)			23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)		

24. SIGNATURE OF  
TRANSCRIBING CLERK

⑦

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

vs.

**MARITAL SETTLEMENT AGREEMENT**

GERALD T. KREVEL,

DEFENDANT.

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR  
THIS PARTY:

JOHN J. ZAGARI, ESQUIRE  
PA I.D. No.: 33753

ZAGARI LAW OFFICES  
Suite 1609, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219-1604

(412) 765-2993

**FILED**

SEP 25 2000

William A. Shaw  
Prothonotary

*shynk*  
*STH*

## AGREEMENT

This Agreement dated the *19th* day of *SEPTEMBER*, 2000, by and between Susan K. Krevel of RD # 1 Box 60, Westover, Clearfield County, Pennsylvania, 16692, hereinafter referred to as "Wife",

and

Gerald T. Krevel, of P.O. 83 Emeigh, Cambria County, Pennsylvania, 15738, hereinafter referred to as "Husband".

Witnesseth:

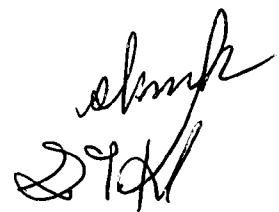
Whereas, the parties hereto were married on December 23, 1978, in Westmoreland County, Pennsylvania, and

Whereas, differences have arisen between the parties, in consequence of which they have lived separate and apart since November 1, 1999; and

Whereas, the parties have resolved that it is not possible to continue the marital relationship between them for reasons known to them, in consequence of which they are living separate and apart; and

Whereas, Wife has filed suit for divorce in the Court of Common Pleas of Clearfield County, Pennsylvania, Civil Division, at No. 66, 2000; and

Whereas, it is the desire and intention of the parties, after long and careful consideration, to amicably adjust, compromise and settle all property rights, and all rights in, to or against the property or estate of the other, including property heretofore or subsequently acquired by either party, and to settle all disputes existing between them, including the settlement of all of their

Handwritten signature and date "29th" in the bottom right corner.

respective property rights, and other rights and obligations arising from their marriage relationship, as well as any claims or rights that either may have under the provisions of the *Pennsylvania Domestic Relations Act*, as amended; and

Whereas, both parties have been fully, separately and independently advised of their legal rights and obligations and understand that each party has the right under Pennsylvania law to discovery of the assets, property holdings, income, liabilities and expectancies of the other, and to conduct formal appraisals and valuations; and

Whereas, both parties fully understand all of the terms, conditions and provisions of this Agreement and believe it to be fair, just, adequate and reasonable as to each of them, and accordingly, both Wife and Husband freely and voluntarily accept such terms, conditions and provisions;

Now, Therefore, the foregoing recitals being incorporated by reference and deemed an essential part hereof, and in consideration of the mutual covenants contained herein, the parties, intending to be legally bound by this Agreement, agree with each other as follows:

1. It shall be lawful for each party at all times after the execution hereof to live separate and apart from the other party, at such place or places as he or she may from time to time choose or deem fit. The parties shall not interfere with each other; nor shall either of them compel or attempt to compel the other to cohabit or live with him or her by any means whatsoever; nor shall either party disparage or discredit the other in any way, nor in any way injure his or her reputation; nor shall either of them act or permit anyone else to act in any way which might tend to create any disaffection, disloyalty or disrespect between either party or the members of the families of either party.

skmk  
DTA

## Debts

2. Each of the parties hereto covenants and agrees that he or she has not in the past and will not at any time in the future incur or contract any debt, charge or liability for which the other of them, their legal representatives, or their property or estate may become liable; and each of them further covenants at all times to keep the other free, harmless and indemnified of and from all debts, charges and liabilities hereafter or heretofore contracted by them, except as provided in this Agreement.

2a. Since the time of separation, Husband has independently operated the business known as "Krevel's Meat Products". As a result of this Agreement the parties have agreed to transfer sole ownership of said business to Husband. Further, Husband covenants and agrees that he has not in the past and will not at any time in the future incur or contract any debt, charge or liability for which the Wife, or her legal representatives, or their property or estate may become liable; and Husband further covenants that he will at all times keep Wife free, harmless and indemnified of and from all debts, charges and liabilities hereafter or heretofore contracted by Husband, and said business, except as provided in this Agreement.

3. Each of the parties will pay all current bills and outstanding bills incurred on or before the date of the separation of the parties to the same extent that he or she has been paying them in the past and neither party shall incur any unusual bill which will bind the other party.

4. Wife shall pay all utilities and shall only be liable for expenses and or any other costs or debts in regards to the Marital Home on Bethel Rd., in Burnside Twp. thru the 19<sup>th</sup> of October 2000. Said date represents the day that Husband shall take possession of said property, as described herein.

5. Except as otherwise provided herein, the parties agree that there are no outstanding bills incurred on or before the date of the parties' separation.

6. Wife and Husband confirm that they have returned or will return any and all credit cards and/or charge cards which they have in their possession for which their spouse has any liability, and they agree that any debts incurred by Wife or Husband on any charge shall be the sole and exclusive responsibility of the spouse that made said charges and he or she shall save and hold harmless said spouse from any obligations or institutions of suit thereunder.

7. Except as otherwise provided herein, Wife and Husband agree to pay all outstanding bills incurred by them individually prior to the date of this Agreement and to indemnify each other for any liability thereon. Therefore, Wife shall be responsible for debts she created as will Husband.

#### Medical

8. Wife and Husband agree to assume full responsibility for their own individual medical and dental expenses and each agrees to indemnify the other and hold him or her harmless for any liability therefor.

#### Alimony

9. Wife and Husband waive any right which either might have against the other for Support, Maintenance, Alimony Pendente Lite or Alimony.

#### Binding on Heirs, Bankruptcy

10. All financial obligations undertaken by Wife and Husband in this Agreement shall be binding upon (his/her) heirs, executors, administrators, successors and assigns, and shall constitute a charge against his or her estate.

*shmk*  
*S.T.K.*



## Taxes

11. The parties agree that they shall file, in each year, separate tax returns which are consistent with the terms of this Agreement.

12. The parties agree that if in the future any penalties or interest or any liability for failure to declare income, or as a result of disallowance of a claimed deduction shall be assessed by the United States Internal Revenue Service, or any other taxing body on any joint tax return filed by the parties, said taxes, penalties or interest shall be paid and solely attributable to and be the responsibility of the party failing to declare the income, pay a tax, or claiming the deduction. In the event that any refund is allocated to either party for taxes paid by wife, whether it be as a result of the returns filed on behalf of Wife or the returns filed on behalf of Husband or a joint return. The parties and their attorney's further agree that any and all financial or business practices shall be considered privileged, confidential, and neither the parties and their attorneys or agents shall disclose said above referenced information.

13. The parties hereto agree that each will immediately forward to the other a copy of any deficiency notice or other correspondence received by either of them from the Internal Revenue Service or any other taxing body concerning any tax year for which a joint return has been filed.

14. If the parties file joint tax returns, each shall pay his or her prorated share of the taxes due and shall receive his or her prorated share of any refund, to be determined by the respective tax liabilities of the parties and their prepayments by way of withholding and otherwise.

15. If the parties file separate tax returns, it is intended that each shall qualify as "head of household" for federal income tax purposes.

A handwritten signature in black ink, appearing to read "S.T.K." with a stylized flourish above it.

### Real Estate

16. It is acknowledged that the parties are the joint owners of certain real estate located at R.D. #1 Box 60, Bethel Rd., Westover, Pa. 16692 and the business property known as Krevel's Meat Products, P.O. Box 83, Emeigh, Pa. 15738, and that Wife shall convey all of her right, title and interest in and to said property to Husband. Wife shall execute and deliver a special warranty deed prepared by Husband's counsel conveying Wife's interest in said property to Husband promptly upon Execution of this Agreement.

### Mortgage Payments, Maintenance

17. The parties acknowledge that there are no mortgages on the above referenced properties, and that Husband takes said properties as is and shall hold wife harmless and indemnify her accordingly.

### Automobiles

18. Husband agrees to transfer all his right, title and interest in the following vehicles: Ford Explorer and Volkswagen to Wife, [free of all encumbrance]. Wife agrees to transfer all her right, title and interest in and to that Ford F-150, F-350 with aluminum bed, horse trailer, and 1978 Grenada to Husband, as is, where is, and with if any encumbrances. The parties agree to execute any and all necessary documents to facilitate said transfers.

### Retirement Benefits

19. Among the parties' marital property is Wife's Retirement Plan titled in Wife's name known as State Employees' Retirement System, earned during her employment at Indiana University of Pa. from 12/23/78 to the present. Her Account balance as of 3/8/00 was

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be "S. T. K." with a stylized flourish.

\$38,611.85. Husband hereby relinquishes all interests and rights to said pension and or retirement benefits of his wife.

#### Marital Assets

20. During their marriage the parties have accumulated a number of financial assets, and by mutual agreement they have decided to divide their assets as follows:

#### To Husband:

#### APPROXIMATE VALUES AT TIME OF SEPARATION 9/1/99

- A. Raymond James Financial \$12,169.00
- B. Valic Account # 4750529 \$70,000.00
- C. Olde Discount value Balance \$30,340.50, \$15,000.00 of this total is to go to Wife. Husband has already withdrawn approximately \$24,000.00 and \$6,128.00 remains in the account. Husband and Wife are to execute any and all documents to withdraw said funds.
- D. American General Insurance Policy Value \$19,013.00
- E. Laurel Bank \$15,470.32
- F. NBOC Bank \$500.00
- G. Business and Property Known as Krevel's Meat Products.
- H. Marital Home located at Rd..# 1 Box 60, Bethel Rd., Burnside Twp., Clearfield County, Pennsylvania, 16692

#### To Wife:

- A. American General Life Ins. \$7,000.00

*shank*  
*DT.K*

- B. U.S. Savings Bonds \$14,762.20
- C. American Century Investments \$7,083.48
- D. Omni Group \$259.83
- E. Diebold 4.4 shares
- F. Valic 470721 \$79,111.69
- G. Valic 4750714 \$24,753.50
- H. Vanguard
- I. Wellesby Income \$4,580.38
- J. Wellington Fund \$4,813.91
- K. US Growth \$5,973.15
- L. Explorer \$4,806.92
- M. American Business Assn. Term Life Ins. no cash value
- N. Bank One CAN Policy Term Life Ins. no cash value
- O. IUP Term Life Ins. no cash value
- P. R. James Financial (IRA), 215 shares Bio Control \$14.41,  
22 shares Chubb \$1,178.36, 110 shares of Disney \$2,787.5,  
30 shares Merck \$2,360.61, 100 shares PP&L Res.  
\$2,306.20, 41 shares Quest Comm. \$1,401.67, and Money  
Market Reinvestment \$94.60
- Q. State Employment Retirement as valued and supplied to  
Husband's counsel dated 3/8/00
- U. Olde Discount or funds taken from said account in the

*skunk*  
*STK*

amount of \$15,000.00, comprised approximately \$6,000.00 remaining in the account and the balance from Husband, upon execution of this Agreement.

E. Wall Street Investment Club value on 6/17/00 \$2,464.35

#### Personal Property

21. Each party shall retain as his and her sole and separate property, free and clear of any claim of the other, all those items of personalty which each now has in his and her possession, respectively, with the exception of the following **items listed below, which are to become the property of the Husband**. Personal property not specifically listed below and or not disposed of in this Agreement shall remain in the possession and ownership of the Wife.

- A. Antique Cabinet on back porch belonging to Husband's "Grandma".
- B. Kitchen Set once belonging to Husband's Mother.
- C. Box of Silverware once belonging to Husband's Mother.
- D. One Hutch once belonging to Husband's Mother.
- E. Washer and Dryer.
- F. Stove
- G. Kitchen Appliances, stove, refrigerator, dishwasher
- H. One bedroom suite (single) Husband to return dresser for the double bedroom suite.
- I. Miscellaneous tools and tractors

#### Waiver of Valuation

*STK*

22. The parties acknowledge that they are aware of their respective rights pursuant to the *Pennsylvania Domestic Relations Act* to obtain formal valuations or appraisals of Husband's and Wife's marital home, Krevel's Meat Products, and of Husband and Wife's retirement benefits, all of which were acquired during the marriage and therefore constitute marital property. However, the parties have determined that they will not undertake this expense and said property shall be distributed as per this Agreement. Further, each party warrants that they have investigated the value of the above referenced property and assets and have determined that this Agreement is reasonable.

#### Release of Testamentary Claims

23. Except as provided for in this Agreement, each of the parties hereto shall have the sole and exclusive right to dispose of his or her property by Last Will and Testament or otherwise, into each of them agrees that the estate of the other, whether real, personal or mixed, shall and belong to the person or persons who would have become entitled thereto as if the decedent had been the last to die. This provision is intended to constitute a mutual waiver by the parties of any rights to take against each other's Last Wills under the present or future laws of any jurisdiction whatsoever and is not intended to confer third-party beneficiary rights upon the heirs and beneficiaries of each. Each of the parties further covenants and agrees that he or she will permit any Will of the other to be probated and allow administration upon his or her personal, real or mixed estate and effects to be taken out by the person or persons who would have been entitled to do so had a Husband or Wife died during the lifetime of the other; and that neither Husband or Wife will claim against or contest the Will and the estate of the other. Each of the parties hereby releases, relinquishes and waives any and all rights to act as executor or executrix

skmk  
STK

or administrator or administratrix of the other party's estate. Each of the parties hereto further covenant and agree for himself and herself and for his or her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party where his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any of the rights relinquished under this article.

#### Counsel Fees

24. Each party is represented by counsel of his or her choice and each agrees to pay his and her own legal fees without claim against the other.

#### Divorce Proceedings, Decree

25. The parties agree that, simultaneously with the execution of this Agreement, they will execute affidavits of consent to entry of a divorce decree pursuant to the *Pennsylvania Domestic Relations Act* and that they shall direct their respective counsel to immediately file said affidavits with the Court. Husband and Wife agree that they shall direct their attorneys to immediately obtain a decree of divorce. This Agreement shall not be merged in any such decree but shall in all respects survive the same and be forever binding and conclusive upon the parties.

#### Validity/Modification

26. The parties agree that the terms of this Agreement shall not be affected by their subsequent cohabitation with each other or resumption of marital relations unless the parties otherwise specifically agree in writing.

27. It is further agreed, covenanted and stipulated that this Agreement, or the essential parts hereof, shall be incorporated in any decree hereinafter passed by any court of competent jurisdiction in any divorce proceedings that have been or may be instituted, for the limited

A handwritten signature in black ink, appearing to be "SKM" with a stylized flourish above the letters.

purposes of enforcement of the contractual obligations of the parties pursuant to the relevant provisions of the divorce decree. This Agreement shall not be merged in any such decree but shall in all respects survive the same and be forever binding and conclusive upon the parties.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

#### Enforcement

29. It is expressly stipulated that if either party fails in the due performance of any of his or her material obligations under this Agreement, the other party shall have the right, at his or her election, to sue for damages for breach thereof, to sue for specific performance, to rescind this Agreement, or to seek any other legal remedies as may be available, and the defaulting party shall reimburse the non defaulting party for any legal fees and expenses for any services incurred in any action or proceeding to compel performance hereunder.

#### Severability

30. If any term, condition, clause or provision of this Agreement shall be determined to be void or invalid at law, or for any other reason, then only that term, condition, clause or provision shall be stricken from this Agreement as is held to be void or invalid, and the parties shall review and renegotiate this Agreement, making such changes as will best effectuate the original intentions of the parties as reflected in this document. If they are unable to agree, they will submit the matter to binding arbitration.

shmk  
D.T./K



### Implementation

31. Each party shall execute any and all documents which may require his or her signature for the purpose of effecting all of the terms and conditions of this Agreement so as to give full force and effect to this Agreement.

### Counsel, Waiver, Releases

32. The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel. Wife has employed and had the benefit of counsel of John J. Zagari, as her attorney. Husband has employed and had the benefit of counsel of William Lynn Hollen, as his attorney. Each party acknowledges that he or she has received independent legal advice from counsel of his or her selection and that each fully understands the facts and has been fully informed as to his or her legal rights and obligations and each party acknowledges and accepts that this Agreement is, under the circumstances, fair and equitable, and that it is being entered into freely and voluntarily after having received such advice and with such knowledge, and that the execution of this Agreement is not the result of any duress or undue influence and that it is not the result of any collusion or improper or illegal agreement or agreements. In addition, each party hereto acknowledges that he or she has been fully advised by his or her respective attorney of the impact of the *Pennsylvania Domestic Relations Act*, whereby the Court has the right and duty to determine all marital rights of the parties including divorce, alimony, alimony pendent lite, equitable distribution of all marital property or property owned or possessed individually by the other, counsel fees and costs of litigation and, fully knowing the same and being fully advised of his or her rights thereunder, each party hereto still desires to execute this Agreement acknowledging that the terms and conditions set forth herein are fair, just and

skunk  
S.T./K

equitable to each of the parties and waives his and her respective right to have the Court of Common Pleas of Clearfield County or any other court of competent jurisdiction make any determination or order affecting the respective parties' rights to a divorce, alimony, alimony pendente lite, equitable distribution of all marital property, counsel fees and costs of litigation.

33. Except as otherwise provided herein, each party releases and discharges completely and forever the other from any and all right, title, interest or claim of past, present or future support, division of property including income or gain from property hereafter accruing, right of dower and curtesy, the right to act as administrator or executor of the estate of the other, the right to a distributive share of the other's estate, any right of exemption in the estate of the other, or any other property rights, causes of action, benefits or privileges accruing to either party by virtue of their marriage relationship, or otherwise, whether the same are conferred by the statutory or common law of the Commonwealth of Pennsylvania, or any other state, or of the statutory or common law of the United States of America. The parties specifically waive any and all rights that they may have to equitable distribution of marital property and/or alimony and counsel fees or any other marital rights as provided in the *Pennsylvania Domestic Relations Act* or any amendment thereto.

#### Nondisclosure

34. No party to this agreement, their attorney's, or agents, shall at any time divulge any information, received through discovery, investigation, or by any other means to any individual, agency, or entity.

A handwritten signature in black ink, appearing to be 'S.K.' with a flourish above it.

### Construction

35. No provision of this Agreement shall be interpreted for or against any party because that party or that party's representative drafted this Agreement in whole or in part. In the construction of this Agreement, the parties hereto intend and agree that the separate provisions of this Agreement shall be construed as a whole and, where possible, consistent with each other.

### Heirs Bound

36. It is understood and agreed that the heirs, administrators, executors and assigns of the parties hereto shall be bound by all the terms, conditions and clauses of this Agreement.

### Choice of Law

37. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the Commonwealth of Pennsylvania.

### Integration

38. This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein.

*skmk*  
*ST/K*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have  
hereunto set their hands and seals to this Agreement the day and year first above written.

Witness  
[Signature] [Signature] (SEAL)  
[Signature] Susan K. Knevel (SEAL)

Commonwealth of Pennsylvania )  
 ) SS:  
County of Blair )

On the 19 day of SEPT, 2000, before me, the subscriber, a  
Notary Public for the Commonwealth of Pennsylvania, residing in the County of Blair, personally  
GERALD K. KREVEL  
appeared before me \_\_\_\_\_ and in due form of law acknowledged the above Agreement

to be her act and deed.  
Notarial Seal  
William Lynn Hollen, Notary Public  
Coalport Boro, Clearfield County  
My Commission Expires Oct. 3, 2002

Member, Pennsylvania Association of Notaries  
Commonwealth of Pennsylvania )  
 ) SS:  
County of Blair )

[Signature]  
Notary Public

On the 19 day of SEPT, 2000, before me, the subscriber, a  
Notary Public for the Commonwealth of Pennsylvania, residing in the County of Blair, personally  
SUSAN K. KREVEL  
appeared before me \_\_\_\_\_ and in due form of law acknowledged the above Agreement

to be his act and deed.

Notarial Seal  
William Lynn Hollen, Notary Public  
Coalport Boro, Clearfield County  
My Commission Expires Oct. 3, 2002

Member, Pennsylvania Association of Notaries

[Signature]  
Notary Public

skmk

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

SUSAN K. KREVEL,

NO. 00-66-CD

PLAINTIFF,

VS.

GERALD T. KREVEL,

DEFENDANT.

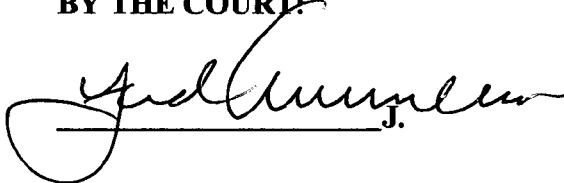
**DECREE IN DIVORCE**

AND NOW, this 6<sup>th</sup> Day of October, 2000, it is ordered and decreed that SUSAN KREVEL, Plaintiff, and GERALD KREVEL, Defendant are divorced from the bonds of matrimony.

IT IS FURTHER DECREED, that the terms, provisions and conditions of the Property Settlement Agreement dated September 19, 2000 and attached to this Decree are hereby incorporated into this Decree by reference as fully as though the same were set forth at length. Said Agreement shall not merge with this Decree.

The court retains jurisdiction of any claims raised by the parties to this action for which a final order has not yet been entered. This amends the previous Decree that was entered on October 2, 2000.

BY THE COURT:



**FILED**

OCT 09 2000

William A. Shaw  
Prothonotary