

OC 73-CD
TOMOTHY S. TROUP -vs- TARA L. TROUP

FILED

REC'D JUN 29 2000
COURT CLERK'S OFFICE
William A. Shaw
Prothonotary
Pd \$60.00

RICHARD H. MILGRUB

Attorney & Counselor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

1cc atty milgrub

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

TIMOTHY S. TROUP,

Plaintiff *

- vs -

* No. 00-773-CO

TARA L. TROUP,

Defendant *

Type of Action:
Divorce

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

THERE ARE TWO CHILDREN
BORN OF THIS MARRIAGE:
Timothy S. Troup, Jr., born
4/27/96, age 4; and
Chase B. Troup, born 2/18/98,
age 2.

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865
211 North Second Street
Clearfield, PA 16830
(814) 765-1717

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

JUN 29 2000

William A. Shaw
Prothonotary

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

TIMOTHY S. TROUP, *
Plaintiff *
*
- vs - * No.
*
TARA L. TROUP, *
Defendant *

NOTICE TO DEFEND

You have been sued in Court for:

<input checked="" type="checkbox"/> Divorce	<input type="checkbox"/> Annulment of Marriage
<input type="checkbox"/> Support (Child)	<input checked="" type="checkbox"/> Custody
<input checked="" type="checkbox"/> Division of Property	<input type="checkbox"/> Visitation
<input type="checkbox"/> Temporary Alimony	<input type="checkbox"/> Alimony
<input type="checkbox"/> Costs	<input type="checkbox"/> Attorney Fees

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 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.

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available at the Office of the Prothonotary, Clearfield County Courthouse, Clearfield, Pennsylvania.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, COUNSEL 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 A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 50 - 51

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

TIMOTHY S. TROUP, *
Plaintiff *
*
- vs - * No.
*
*
TARA L. TROUP, *
Defendant *

COMPLAINT

AND NOW, comes the Plaintiff, Timothy S. Troup, by and through his attorney, Richard H. Milgrub, Esquire, and files the following Complaint in Divorce:

1. Plaintiff is Timothy S. Troup, an adult individual, who currently resides at 270 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
2. Defendant is Tara L. Troup, an adult individual, who currently resides at 270 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
3. Plaintiff and Defendant have been bona fide residents of the Commonwealth of Pennsylvania for at least six months (6) immediately previous to the filing of this Complaint.
4. Plaintiff and Defendant were married on September 29, 1995 at the Immaculate Conception Church, Clarion, Pennsylvania.
5. There have been no prior actions for divorce or annulment between the parties.
6. Plaintiff avers that he is entitled to a divorce on the ground that the marriage is irretrievably broken. Also,

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
111 NORTH BRADY STREET
DUBOIS, PA 15801

at the appropriate time, Plaintiff may submit an Affidavit alleging that the parties have lived separate and apart for at least two (2) years.

7. That the Plaintiff has been advised of the availability of counseling and further more, the Plaintiff has been advised of the right to request that the Court require the parties to participate in counseling.

8. This action is not collusive.

WHEREFORE, Plaintiff requests your Honorable Court to enter a Decree in Divorce, divorcing Plaintiff and Defendant.

Count II - Equitable Distribution

9. Paragraphs 1 through 4 of this Complaint are incorporated herein by reference as though set forth in full.

10. Plaintiff and Defendant have legally and beneficially acquired property, both real and personal, during their marriage from September 29, 1995 until the date of the filing of this Complaint, all of which property is "marital property".

11. Plaintiff and Defendant have acquired, prior to their marriage or subsequent thereto, "non-marital property" which has increased in value since the date of the marriage and/or subsequent to its acquisition during the marriage, which increase in value is "marital property".

12. Plaintiff and Defendant are negotiating an agreement as to equitable division of said property and hope to have said agreement filed of record.

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
111 NORTH BRADY STREET
DUBOIS, PA 15801

WHEREFORE, Plaintiff requests the Court, in the event that the parties cannot agree, to equitably divide all marital property and to enjoin it from being removed, disposed of, alienated, sold or otherwise encumbered pending final hearing and settlement of all claims.

Count III - Custody

13. Paragraphs 1 through 4 of this Complaint are incorporated herein by reference as though set forth in full.

14. Plaintiff and Defendant are the parents of the following children: Timothy S. Troup, Jr., born April 27, 1996, age 4; and Chase B. Troup, born February 18, 1998, age 2.

15. The parties' children have lived at the following addresses: From February 2000 until the present at 270 Treasure Lake, DuBois, Pennsylvania, with the Plaintiff and Defendant. Prior February of 2000, the parties' children lived with the Plaintiff and Defendant at 2948 Pine Run Road, Mayport, Pennsylvania.

The mother of the children is Tara L. Troup. She is married.

The father of the children is Timothy S. Troup. He is married.

16. The relationship of Plaintiff to the children is that of father. The Plaintiff currently resides with the following persons: Tara L. Troup (wife) and Timothy S. Troup, Jr. and Chase Troup (sons).

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

17. The relationship of Defendant to the children is that of mother. The Defendant currently resides with the following persons: Timcthy S. Troup (husband) and Timothy S. Troup, Jr. and Chase Trcup (sons).

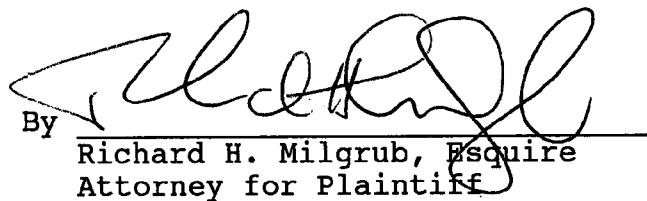
18. Plaintiff has not participated as a party, witness, or in any other capacity in any other litigation concerning the custody of the same children in this or any other state.

19. Plaintiff has no information of any custody proceeding concerning the children pending in this or any other state.

20. Plaintiff does not know of any persons not a party to the proceedings who has physical custody of the children or claims to have custody or visitation rights with respect to the children.

21. Plaintiff believes that the parties can work out an agreement concerning custody and visitation with the best interests of the minor children in mind.

WHEREFORE, in the event that the parties cannot agree as to visitation and custody, Plaintiff requests the Court to determine those said issues.

By 
Richard H. Milgrub, Esquire
Attorney for Plaintiff

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

I, Timothy S. Troup , verify that the statements made in the Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 6/27/00

Tim S. Troup

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
1 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

RICHARD H. MILGRUB

Attorney & Counseleor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

10/30/80
JW
cc
R.H.M.
J.W.

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

TIMOTHY S. TROUP,
Plaintiff

*
*
*
*
*
*
*

-vs-

* No. 00-773-CD

TARA L. TROUP,
Defendant

*

Type of Pleading:
Affidavit of Service

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

FILED

JUL 14 2000

William A. Shaw
Prothonotary

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

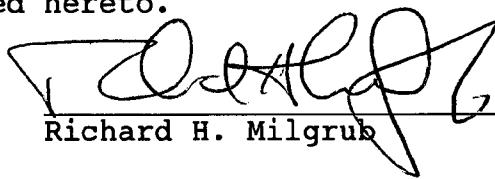
111 NORTH BRADY STREET
DUBOIS, PA 15801

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

TIMOTHY S. TROUP, *
Plaintiff *
*
* No. 00-773-CD
-vs- *
*
TARA L. TROUP, *
Defendant *

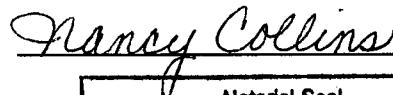
AFFIDAVIT OF SERVICE

Richard H. Milgrub, attorney for the above-named Plaintiff, being duly sworn according to law, deposes and states that Plaintiff's Complaint in Divorce was served upon the Defendant, Tara L. Troup, by certified mail, return receipt requested on July 12 2000, at the Defendant's residence of 270 Treasure Lake, DuBois, Pennsylvania, 15801, as appears from receipt of certified mail attached hereto.



Richard H. Milgrub

SWORN and SUBSCRIBED to before me this 14th day of July, 2000.



Nancy Collins

Notarial Seal
Nancy Collins, Notary Public
Pike Twp., Clearfield County
My Commission Expires Mar. 24, 2003

Member, Pennsylvania Association of Notaries

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW

211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tara L. Troup
270 Treasure Lake
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery <i>7/12/00</i>
C. Signature <i>X</i>	
D. Is delivery address different from item 1? If YES, enter delivery address below: <i> </i>	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number (Copy from service label)**

70993400000275932730

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Richard H. Milgrub
211 N. 2nd Street
Clearfield, PA 16830

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

211 NORTH BRADY STREET
DUBOIS, PA 15801

RICHARD H. MILGRUB

Attorney & Counselor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

TIMOTHY S. TROUP,	Plaintiff	No. 00-773-CD
vs.		Type of Pleading:
TARA L. TROUP,	Defendant	PRAECIPE FOR APPEARANCE
		Filed on Behalf of: DEFENDANT
		Counsel of Record for this Party:
		Jeffrey S. DuBois, Esquire Supreme Court No. 62074 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 (814) 371-7768

FILED

JUL 20 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY S. TROUP,
Plaintiff

vs.

No. 00-773-CD

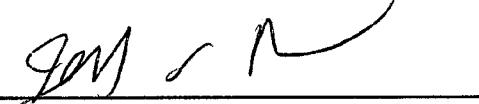
TARA L. TROUP,
Defendant

PRAECIPE FOR APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the named Defendant,
TARA L. TROUP.

HANAK, GUIDO AND TALADAY, by:



Jeffrey S. DuBois, Esq.

FILED

JUL 20 2000

MARIE HERC

William A. Shaw

Prothonotary

East

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

TIMOTHY S. TROUP,

*
Plaintiff
*

-vs-

* No. 00-773-CD

TARA L. TROUP,

*
Defendant *

STIPULATION AND CONSENT ORDER

AND NOW, this 2nd day of November, 2000, upon
agreement of the parties, the following Stipulation and Consent
Order is entered:

1. The parties shall have shared legal custody of the parties' minor children, Timothy Scott Troup, Jr., born 4/27/96 and Chase B. Troup, born 2/18/98, with Mother having primary physical custody subject to Father's rights of secondary physical custody as set forth below.
2. Father shall have the minor children every other weekend commencing Friday at 6:00 p.m. until Sunday at 6:00 p.m.
3. During the Summer months, when the children are not in school, Father shall have the children for a one-week (1) uninterrupted period each month.
4. Father shall see the minor children during the weekdays as the parties may agree.
5. All holidays shall be shared by the parties as may be agreed.

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

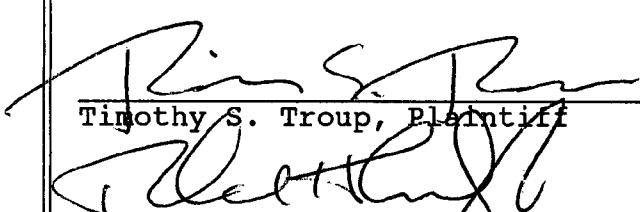
111 NORTH BRADY STREET
DUBOIS, PA 15801

BY THE COURT:

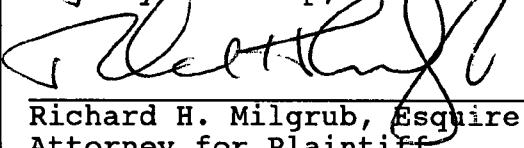
Judge J. Zimmerman
Judge

NOV 02 2000
1/3:12pm
William A. Shaw
Prothonotary
2 cent to Army

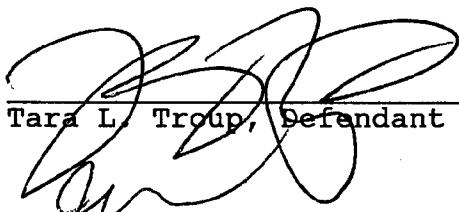
We do hereby consent to the entry of the above
Stipulation and Consent Order.



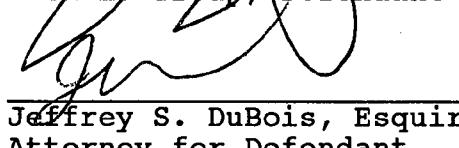
Timothy S. Troup, Plaintiff



Richard H. Milgrub, Esquire
Attorney for Plaintiff



Tara L. Troup, Defendant



Jeffrey S. DuBois, Esquire
Attorney for Defendant

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

FILED
OCT 3 1961
MAR 19 1962
William A. Shaw
Prothonotary

RICHARD H. MILGRUB

Attorney & Counselor at Law

211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL RECORDSCOUNTY
ClearfieldRECORD OF
DIVORCE OR ANNULMENT
(CHECK ONE)

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME Timothy	(First) Scott	(Middle) Troup	(Last)	2. DATE OF BIRTH 2 20 67	(Month) (Day) (Year)
2. RESIDENCE 270 Treasure Lake, DuBois, Clearfield Co., PA	Street or R.D.	City, Boro, or Twp.	County	3. PLACE OF BIRTH PA	(State or Foreign Country)
5. NUMBER OF THIS MARRIAGE 1	6. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION operations manager	
WIFE					
3. MAIDEN NAME Kennedy	(First) Tara	(Middle) Lynn	(Last) Troup	9. DATE OF BIRTH 4 7 74	(Month) (Day) (Year)
10. RESIDENCE RD 1, Box 154A, Reynoldsville, Jefferson Co., PA	Street or R.D.	City, Boro, or Twp.	County	11. PLACE OF BIRTH PA	(State or Foreign Country)
12. NUMBER OF THIS MARRIAGE 1	13. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. OCCUPATION secretary	
15. PLACE OF OF THIS MARRIAGE Clarion	(County)	(State or Foreign Country) PA			16. DATE OF THIS MARRIAGE 9 29 95
17. NUMBER OF CHILDREN BORN THIS MARRIAGE 2	17B. NUMBER OF DEPENDENT CHILDREN BORN UNDER 18 2	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>	19. DEGREE GRANTED TO HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF <input type="checkbox"/> 2	SPLIT CUSTODY <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)	OTHER (Specify) <input type="checkbox"/>	
22. DATE OF DECREE /Month/ /Day/ /Year/	23. DATE REPORT SENT TO VITAL RECORDS			/Month/ /Day/ /Year/	
24. SIGNATURE OF TRANSCRIBING CLERK					

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

TIMOTHY S. TROUP,
Plaintiff

- vs -

TARA L. TROUP,
Defendant

*
*
*
*
*
*
*

* No. 00-773-CD

Type of Action:
Divorce

Type of Pleading:
Praecipe to Transmit
the Record

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

MAR 14 2001

William A. Shaw
Prothonotary

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

TIMOTHY S. TROUP, *
Plaintiff *
*
*
- vs - * No. 00-773-CD
*
*
TARA L. TROUP, *
Defendant *

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

Dear Sir:

Please transmit the record, together with the following information to the Court for entry of a Divorce Decree:

1. Ground for divorce: irretrievable breakdown of the marriage under Section 3301(c) of the Divorce Code.

2. Date and manner of service of the Complaint:

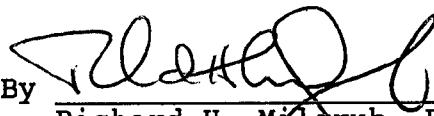
Served on the Defendant by certified mail, restricted delivery, return receipt requested on July 12, 2000.

3. Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: By Plaintiff on March 12, 2001 and by Defendant on March 5, 2001.

4. Date of execution of the Waiver of Notice required by Section 3301(c) of the Divorce Code: By Plaintiff on March 12, 2001 and by Defendant on March 5, 2001.

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

By 
Richard H. Milgrub, Esquire
Attorney for Plaintiff

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

TIMOTHY S. TROUP, *
Plaintiff *
*
- vs - * No. 00-773-CD
*
TARA L. TROUP, *
Defendant *

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on June 29, 2000.
2. The marriage of the Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing the Complaint.
3. I consent to the entry of a final Decree of Divorce.
4. 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.

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. Section 4904 relating to unsworn falsification to authorities.

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

Date: 3/12/01



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY S. TROUP,
Plaintiff

vs.

No. 00-773-CD

TARA L. TROUP,
Defendant

AFFIDAVIT OF CONSENT
UNDER SECTION 3301(C)
OF THE DIVORCE CODE

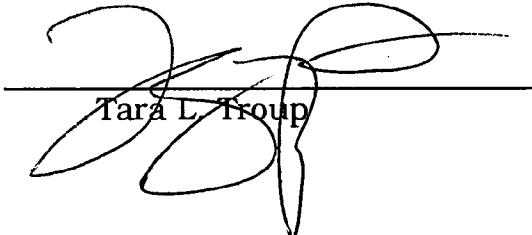
1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on June 29, 2000.
2. The marriage of plaintiff and defendant is irretrievably broken and ninety (90) days have elapsed from the date of filing and service of the Complaint.
3. I consent to the entry of a Final Decree of Divorce.

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. §4904, relating to unsworn falsification to authorities.

3/5/01

Date

Tara L. Troup



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

TIMOTHY S. TROUP, *
Plaintiff *
*
-vs- * No. 00-773-CD
*
TARA L. TROUP, *
Defendant *

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

1. I consent to the 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 Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 3/12/01



RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY S. TROUP,
Plaintiff

vs. : No. 00-773-CD

TARA L. TROUP,
Defendant

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

1. I consent to the 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 affidavit 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.

3/5/01

Date

Tara L. Troup

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

TIMOTHY S. TROUP, *
Plaintiff *
*
- vs - * No. 00-773-CD
*
TARA L. TROUP, *
Defendant *

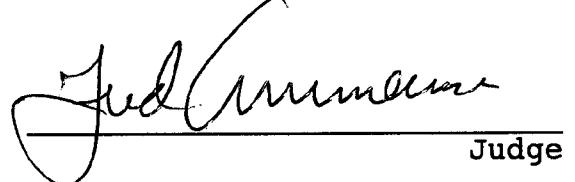
O R D E R

AND NOW, this 16 day of March, 2001,

Plaintiff having filed a Complaint in Divorce under the Divorce Act on the 29th day of June, 2000, and the parties having filed Affidavits of Consent stating that the marriage of the Plaintiff and Defendant is irretrievably broken and ninety days (90) have elapsed from the date of the filing of the Complaint,

IT IS DECREED that TIMOTHY S. TROUP be divorced and forever separated from the nuptial ties and bonds of matrimony hereto contracted between himself and TARA L. TROUP thereupon all of the rights, duties or claims accruing to either of said parties and pursuance of said marriage shall cease and determine and each of them shall be at liberty to marry again as though they had never been heretofore married with full force and recognition being given to the Property Settlement Agreement dated February 16, 2001, which is attached hereto and incorporated by reference as though set forth in full.

BY THE COURT:



Judge

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

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

TIMOTHY S. TROUP, *
Plaintiff *
*
- vs - * No. 00-773-CD
*
TARA L. TROUP, *
Defendant *

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 16 day of February,
2001, by and between TIMOTHY S. TROUP, who currently resides at
270 Treasure Lake, DuBois, Pennsylvania, hereinafter referred to
as Husband;

A
N
D

TARA L. TROUP, who currently resides at RD 1, Box 154A,
Reynoldsville, Pennsylvania, hereinafter referred to as Wife.

W I T N E S S E T H

WHEREAS, the parties hereto were married on
September 29, 1995; and

WHEREAS, two (2) children were born to the marriage,
namely, Timothy S. Troup, Jr., born April 27, 1996; and Chase B.
Troup, born February 18, 1998; and

WHEREAS, the parties have been living separate and
apart for a period of time prior to the execution of this
agreement; and

WHEREAS, the parties desire to settle their property
rights permanently and for all time; and

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

FILED 2cc
0135684 AM
MAR 14 2001
B61
X William A. Shaw
Prothonotary
Copy to
Domestics

WHEREAS, both parties agree to relinquish any and all claims which either may have against any property now owned or belonging to the other or which may hereafter be acquired by either of them by purchase, gift, devise, bequest, inheritance and otherwise, except as to the obligations, covenants and agreements contained herein; and

WHEREAS, the parties hereto have each had the benefit of competent and independent legal advice by separate counsel.

NOW THEREFORE, the parties intending to be legally bound hereby do covenant and agree:

1. Separation: It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place as he or she may from time to time choose or deem fit. The foregoing provisions shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart.

2. Interference: Each party shall be free from interference, authority, and contact by the other, as fully as if he or she were single and unmarried except as may be necessary to carry out the provisions of this Agreement. Neither party shall molest the other or attempt to endeavor to molest the other, nor compel the other to cohabit with the other, or in any way harass or malign the other, nor in any way interfere with the peaceful existence, separate and apart from the other, and each of the parties hereto completely understand and agree that neither shall do or say anything to the children of the parties at any time

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
21 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

which might in any way influence the children adversely against the other party.

3. Desire of the Parties: It is the desire of the parties, after long and careful consideration, to amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, including any and all claims for Wife's and/or Husband's maintenance and/or for support, alimony, counsel fees and costs, custody and equitable distribution.

4. Debts: Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities whatsoever, for which the other party or their property or their estates shall or may be or become liable or answerable, and they covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them, except as expressly provided in this agreement.

5. Mutual Release: Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or herself and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce and except any or all causes of action for breach of any provisions of this Agreement.

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

6. Checking and Savings Accounts: The parties agree that there are no checking or savings accounts in the name of Husband and Wife and that each has their own separate such accounts with respect to which the other will make no claim.

7. Division of Personal Property: The parties hereby divide their personal property, including but not limited to household goods, furnishings, personal effects, and all other items of personal property used by them in common, as follows:

(a) Husband shall become sole owner and Wife hereby waives any interest to the Jet Ski;

(b) All other items of personal property have been divided satisfactorily by the parties and neither shall make any claim to any such property presently in the possession of the other; and

(c) Should at any time, it become necessary for either party to execute any titles, deeds or similar documents to give effect to this paragraph, it shall be done immediately upon request of the other party.

8. Division of Real Property: Husband shall become sole owner and Wife waives any claim to the marital residence located at 270 Treasure Lake DuBois, Clearfield County, Pennsylvania. Husband shall assume the obligation of any mortgage presently held on said property. In return for said conveyance, Husband will pay Wife Thirty thousand dollars (\$30,000.00).

9. Custody: The parties agree to be bound by a

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
09 NORTH BRADY STREET
DUBOIS, PA 15801

Stipulation and Consent Order signed and filed with regard to the minor children. It is understood that at any time, if the situation changes, either party may petition for modification of said Order.

10. Child Support: It is agreed upon between the parties that child support will be determined between the parties and that said payments shall not go through the Domestic Relations Office. It is understood that either party may request a modification and request that said payments go through the Domestic Relations Office.

11. Alimony: Wife hereby waives any claim to alimony.

12. Waiver of Claims Against Estates: Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance, right to take property under equitable distribution, right to take under the intestacy laws, right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each Will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry in to effect this

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

mutual waiver and relinquishment of all such interests, rights and claims.

13. Intended Tax Result: By this Agreement, the parties have intended to effect an equal division of their marital property. The parties have determined that an equal division of such property conforms to a just and right standard with due regard to the rights of each party and the children of the marriage. The division of existing marital property is not (except as expressly provided in this Agreement) intended by the parties to constitute in any way a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

14. Financial Disclosure: The parties confirm that each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this Agreement.

15. Breach: If either party breaches any provision of this Agreement, the other party shall have the right, at his or her election, to sue for damages for such breach, or seek such other remedies or relief as may be available to him or her, and the party breaching this contract shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this Agreement.

16. Additional Instruments: Each of the parties shall from time to time at the request of the other, execute,

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

17. Voluntary Execution: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

18. Entire Agreement: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

19. Modification and Waiver: 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.

20. Descriptive Headings: The descriptive headings used herein are for convenience only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

21. Independent Separate Covenants: It is specifically understood and agreed by and between the parties hereto that,

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

each paragraph hereto shall be deemed to be a separate and independent covenant and agreement.

22. Applicable Law: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

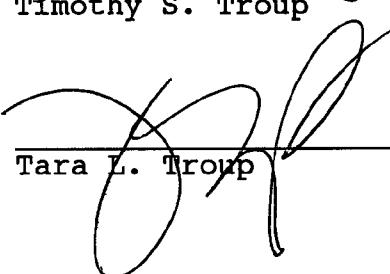
23. Void Clauses: If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

24. Affidavits of Consent: The parties do hereby agree to execute and file with the Court an Affidavit of Consent to the above-captioned divorce action contemporaneously with the execution of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.



(SEAL)
Timothy S. Troup



(SEAL)
Tara L. Troup

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

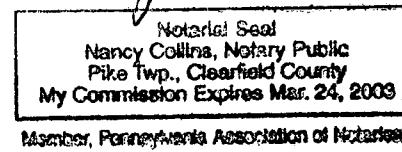
COMMONWEALTH OF PENNSYLVANIA) SS
COUNTY OF CLEARFIELD)

On this 16th day of February, 2001, before
me, the undersigned officer, personally appeared TIMOTHY S. TROUP,
known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that
he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal the day and year first above written.

Nancy Collins

COMMONWEALTH OF PENNSYLVANIA) SS
COUNTY OF CLEARFIELD)



On this 5th day of March, 2000, before
me, the undersigned officer, personally appeared TARA L. TROUP,
known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that
she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal the day and year first above written.

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801.

Barbara A. Brower

