

00-76-CD
DAVID A. AMOS -vs- PAMELA A. AMOS

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

DAVID A. AMOS,
Plaintiff

vs.

PAMELA A. AMOS,
Defendant

No. ~~2000~~-76 -CD

Type of Case: **CIVIL**

Type of Pleading:
COMPLAINT IN DIVORCE

Filed on Behalf of:
PLAINTIFF

Counsel of Record for
PLAINTIFF

Mark S. Weaver, Esq.
PA Supreme Court No. 63044

P.O. Box 170
211 ½ East Locust Street
Clearfield, PA 16830
(814) 768-9696

**TWO (2) CHILDREN BORN OF
THIS MARRIAGE:**

Megan M. Amos (d.o.b. 01/09/85)
David M. Amos (d.o.b. 05/06/87)

FILED

JAN 20 2000.

William A. Shaw
Prothonotary

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

DAVID A. AMOS,	:	
Plaintiff	:	
	:	
vs.	:	No. 2000- -CD
	:	
PAMELA A. AMOS,	:	
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 action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Clearfield County Court Administrator
Clearfield County Courthouse
Corner of Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

AMERICANS WITH DISABILITIES
ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court.

Clearfield County Court Administrator
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Clearfield, PA 16830
(814) 765-2641

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

DAVID A. AMOS,	:	
Plaintiff	:	
	:	
vs.	:	No. 2000- -CD
	:	
PAMELA A. AMOS,	:	
Defendant	:	

COMPLAINT

NOW COMES, the Plaintiff, DAVID A. AMOS, by his attorney, Mark S. Weaver, Esquire,
and files this Complaint and respectfully represents:

Count I - Divorce

Section 3301 (c)

1. Plaintiff is David A. Amos, who currently resides at R.R. 1, Box 698, Morrisdale, Clearfield County, Pennsylvania.
2. Defendant is Pamela A. Amos, who currently resides at R.R. 1, Box 698, Morrisdale, Clearfield County, Pennsylvania.
3. Plaintiff and Defendant have been bona fide residents in the Commonwealth of Pennsylvania for at least six months immediately previous to the filing of this Complaint.
4. Plaintiff and Defendant were married on June 25, 1983 in Forty-Fort, Pennsylvania.
5. There are two minor children born of the marriage:

Megan M. Amos (d.o.b. 01/09/85)
David M. Amos (d.o.b. 05/06/87)
6. There have been no prior actions of divorce or for annulment between the parties in this or any other jurisdiction.

7. The parties have been separated since December 1, 1999.
8. The marriage is irretrievably broken.
9. Plaintiff avers that he has been advised to the availability of counseling and that he may have the right to request that the Court require the parties to participate in counseling.

WHEREFORE, Plaintiff prays this Honorable Court to enter a final decree divorcing him from Defendant and such other relief as the Court deems necessary and appropriate.

Count II - Equitable Division of Property


9. Plaintiff hereby incorporates by reference all the averments contained in paragraphs 1 through 8 above as if each averment were set forth fully hereunder.

10. During the course of their marriage, the parties acquired various items of property, both real and personal, and have incurred various debts.

WHEREFORE, Plaintiff prays this Honorable Court to equitably distribute the parties' marital property and debts.

Respectfully submitted,

Date: 1-20-00

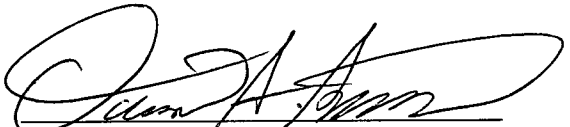


Mark S. Weaver
Attorney of Plaintiff

VERIFICATION

I, the undersigned, hereby verify that the statements set forth in the foregoing Complaint in Divorce are true to the best of my information, knowledge and belief. This statement is made subject to the penalties of 18 Pa C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 1/19/00


David A. Amos

Lap over margin

FILED

JAN 20 2004
OCT 14 3 30 PM
WILBERT A. SHAW
PROTHONOTARY

MARK S. WEAVER
ATTORNEY AT LAW
2114 EAST LOCUST STREET
P.O. BOX 170
CLEARFIELD, PA 16830

cc Mark Weaver
cc Mark Weaver

pt 995.00

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

DAVID A. AMOS,

Plaintiff

VS.

PAMELA A. AMOS,

Defendant

:
: NO. 00-76-CD
:
: Type of Case: DIVORCE
:
: Type of Pleading:
:
: **PRAECIPE FOR APPEARANCE**
:
: Filed on Behalf of: Pamela A.
: Amos, Defendant
:
: Counsel of Record for this Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537
:
: Counsel of Record for Plaintiff:
:
: Mark S. Weaver, Esquire
: Supreme Court No. 63044
:
: P.O. Box 170
: 211½ East Locust Street
: Clearfield, PA 16830
:
: (814) 768-9696
:

FILED

FEB 02 2000

William A. Shaw
Prothonotary

THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan M. Amos, d.o.b. 01/09/85
David M. Amos, d.o.b. 05/06/87


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

DAVID A. AMOS,	:
	: No.00-76-CD
Plaintiff	:
	:
vs.	:
	:
PAMELA A. AMOS,	:
	:
Defendant	:
	:

PRAECIPE FOR APPEARANCE

TO: William A. Shaw, Prothonotary, Clerk of Courts,
Please enter my appearance on behalf of PAMELA A. AMOS,
Defendant, in the above captioned case.

BELL, SILBERBLATT & WOOD
By



Ann B. Wood, Esquire
Attorney for Defendant

Date: February 2, 2000

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No. 76-CD

David A. Amos, Plaintiff

vs.

Pamela A. Amos, Defendant

PRAECIPE FOR APPEARANCE

FILED

FEB 02 2001

William A. Shaw
Prothonotary
WAS

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

DAVID A. AMOS,
Plaintiff

vs.

PAMELA A. AMOS,
Defendant

No. 00-76-CD

Type of Case: **CIVIL**

Type of Pleading:
ACCEPTANCE OF SERVICE

Filed on Behalf of:
PLAINTIFF

Counsel of Record for
PLAINTIFF

Mark S. Weaver, Esq.
PA Supreme Court No. 63044

P.O. Box 170
211 ½ East Locust Street
Clearfield, PA 16830
(814) 768-9696

FILED

FEB 09 2000

William A. Shaw
Prothonotary

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

DAVID A. AMOS,
Plaintiff

vs.

PAMELA A. AMOS,
Defendant

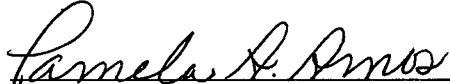
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No. 00-76-CD

ACCEPTANCE OF SERVICE

I, PAMELA A. AMOS, Defendant in the above-captioned matter, hereby accept service of
a certified copy of the Divorce Complaint filed on January 20, 2000 in the above matter.

Date: January 21, 2000


Pamela A. Amos

FILED

FEB 09 2000

William A. Shaw

Prothonotary

Feb

MARK S. WEAVER

ATTORNEY AT LAW

211½ EAST LOCUST STREET

P.O. BOX 170

CLEARFIELD, PA 16830

SHAW-WEAVER & ASSOCIATES, P.A.

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

DAVID A. AMOS,

Plaintiff

v.

PAMELA A. AMOS,

Defendant

No. 00-76-CD


PRAECIPE TO TRANSMIT

TO: William A. Shaw, Prothonotary

I submit with this Praecipe to Transmit:

1. Proposed Divorce Decree;
2. Completed Vital Statistics Form;
3. Original Affidavits of Consent executed by the parties;
4. Original Waivers of Notice of Intention to Request Entry of a Divorce Decree Under §3301(c) of the Divorce Code executed by the parties; and
5. Original Marital Settlement Agreement executed by the parties dated May 18, 2000.

Date: 5-19-00


Mark S. Weaver
Attorney for Plaintiff

FILED

MAY 19 2000

William A. Shaw
Prothonotary

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

DAVID A. AMOS,

Plaintiff

vs.

PAMELA A. AMOS,

Defendant

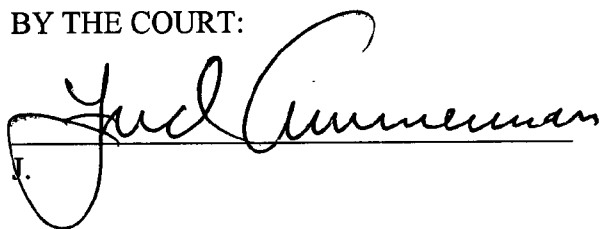
No. 00-76-CD

DIVORCE DECREE

AND NOW this 22 day of May, 2000, a Complaint in divorce having been filed by the Plaintiff to the above captioned matter on January 20, 2000, under Section 3301(c) of the Divorce Code, and both parties having filed an Affidavit of Consent as required by the Divorce Code more than ninety (90) days after service of the Complaint in this action, the Court hereby enters the following decree:

THAT **DAVID A. AMOS** be divorced and forever separated from the nuptial ties and bonds of matrimony hereto contracted between himself and **PAMELA A. AMOS**, thereupon all of the rights, duties or claims accruing to either of said parties in 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 effect being given to the Marital Settlement Agreement dated May 18, 2000.

BY THE COURT:


J. Cimmerman

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL STATISTICS

COUNTY

Clearfield

RECORD OF

DIVORCE

OR

ANNULMENT



(CHECK ONE)



STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME (First) (Middle) (Last) David A. Amos			2. DATE OF BIRTH (Month) (Day) (Year) 12/08/60		
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State R.R. 2, Box 150, Allport, Morris Twp. Clearfield Co., PA			4. PLACE OF BIRTH (State or Foreign Country) PA		
5. NUMBER OF THIS MARRIAGE 1		6. RACE WHITE <input checked="" type="checkbox"/> NEGRO <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		7. USUAL OCCUPATION food service manager	

WIFE

8. MAIDEN NAME (First) (Middle) (Last) Trudnak Pamela A. Amos			9. DATE OF BIRTH (Month) (Day) (Year) 02/24/59		
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State R.R. 1, Box 698, Morrisdale, Morris Twp., Clearfield Co. PA			11. PLACE OF BIRTH (State or Foreign Country) PA		
12. NUMBER OF THIS MARRIAGE 1		13. RACE WHITE <input checked="" type="checkbox"/> NEGRO <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		14. USUAL OCCUPATION teacher's aid	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Forty-Fort, PA Luzerne County			16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 06/25/83		
17A. NUMBER OF CHILDREN THIS MARRIAGE 2		17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 2		18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	
19. DECREE GRANTED TO HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>			
21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)			22. DATE OF DECREE (Month) (Day) (Year)		
23. DATE REPORT SENT TO VITAL STATISTICS			24. SIGNATURE OF TRANSCRIBING CLERK		

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

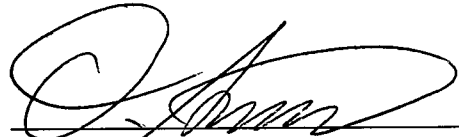
DAVID A. AMOS,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-76-CD
	:	
PAMELA A. AMOS,	:	
Defendant	:	

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under Section 3301(c) of the Divorce Code was filed January 20, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of service of 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. §4904 relating to unsworn falsification to authorities.

Date: 5/19/00



David A. Amos

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
DAVID A. AMOS, :
 : No.00-76-CD
Plaintiff :
 :
vs. :
 :
PAMELA A. AMOS, :
 :
Defendant :
 :

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under § 3301 (c) of the Divorce Code was filed on January 20, 2000 and served on January 20, 2000 by Acceptance Of Service by the Defendant.

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: 5/18/00

Pamela A. Amos
PAMELA A. AMOS, Defendant

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

DAVID A. AMOS,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-76-CD
	:	
PAMELA A. AMOS,	:	
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 falsifications to authorities.

Date: 5/19/00


David A. Amos

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

DAVID A. AMOS, :
 : No.00-76-CD
Plaintiff :
 :
vs. :
 :
PAMELA A. AMOS, :
 :
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.A. §4904 relating to unsworn falsification to authorities.

Dated: 5/18/00

Pamela A. Amos
PAMELA A. AMOS, Defendant

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

DAVID A. AMOS,
Plaintiff

vs.

PAMELA A. AMOS,
Defendant

No. 00-76-CD

MARITAL SETTLEMENT AGREEMENT

MADE this 18th day of May, 2000, by and between **DAVID A. AMOS**, residing at R.R. 1, Box 698, Morrisdale, Clearfield County, Pennsylvania 16858, hereinafter "HUSBAND",

A
N
D

PAMELA A. AMOS, residing at R.R. 1, Box 698, Morrisdale, Clearfield County, Pennsylvania 16858, hereinafter "WIFE".

WHEREAS, the parties were married June 25, 1983, in Forty-Fort, Pennsylvania;

WHEREAS, two (2) children were born to this marriage, to wit:

Megan M. Amos (d.o.b. 01/09/85)
David M. Amos (d.o.b. 05/06/87)

WHEREAS, differences arose between the parties in consequence of which they are presently living separate and apart from each other, and divorce proceedings were initiated in Clearfield County at Docket No. 00-76-CD; and

WHEREAS, the parties desire to settle and determine finally and for all time, their mutual property rights and claims against one another, including, without limitation by specification; the

settling of all matters between them relating to the ownership and equitable distribution of all property; the settling of all matters between them relating to the past, present and future support, alimony and/or maintenance of WIFE by HUSBAND; future custody of minor children; the settling of all matters between them relating to counsel fees, costs and expenses; and in general, the settling of any and all claims and possible claims by one against the other or against their respective estates.

NOW WITNESSETH:

The parties, their heirs, successors and assigns, intending to be legally bound hereby, in exchange for their mutual promises and other consideration contained herein, covenant and agree as follows:

1. SEPARATION AND INTERFERENCE:

It shall be lawful for HUSBAND and WIFE at all times hereafter to live separate and apart from each other and to reside from time to time at such place or places as they shall respectively deem fit, free from any control, restraint or interference, direct or indirect, by each other. Neither party shall molest the other or compel or endeavor to compel the other to co-habit or dwell with him or her by any legal or other proceedings. The foregoing provision shall not be taken to be an admission on the part of either HUSBAND or WIFE of the lawfulness or unlawfulness of the causes leading to their living apart.

2. 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 the other's property or estate,

including property heretofore or subsequently acquired by either party, and to settle all disputes existing between them, including any and all claims for WIFE'S and/or HUSBAND'S maintenance and/or for support, alimony, counsel fees, costs and equitable distribution.

3. POST-SEPARATION 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 as their property or their estate 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.

4. MUTUAL RELEASE:

A) HUSBAND does hereby remise, release, quitclaim and forever discharge WIFE and the estate of WIFE from any and every claim that he now has, may hereafter have or can have at any times, against WIFE, or in and to or against her estate, or any part thereof, whether arising out of any former contracts, engagements or liabilities of WIFE, or by way of courtesy or claim in the nature of courtesy, widower's rights, or alimony or equitable distribution, or under the intestate laws, or the right to take against WIFE's Will, or in any other manner whatsoever except only pursuant to this agreement.

B) WIFE does hereby release, remise, quitclaim and forever discharge HUSBAND and the estate of HUSBAND from any and every claim that she now has, may hereafter have or can have at any time, against HUSBAND, or in and to or

against his estate, or any part thereof, whether arising out of any former contracts, engagements or liabilities of HUSBAND, or by way of dower or claim in the nature or a dower, widow's rights or under the intestate laws, or the right to take against HUSBAND'S Will, or for support or maintenance or of any other nature whatsoever.

5. DIVORCE BY CONSENT:

HUSBAND and WIFE agree that they shall complete the divorce action initiated by HUSBAND at Clearfield County Docket No. 00-76-CD under section 3301(c) of the Pennsylvania Divorce Code which permits the parties to consent to the entry of a final Decree in Divorce by the court. They further agree to execute the necessary Affidavits of Consent and to fully cooperate in the completion of this action.

6. HOUSEHOLD GOODS, FURNISHINGS AND PERSONAL PROPERTY:

The parties agree that WIFE shall become the sole owner of all household goods, appliances, equipment, furniture, fixtures and other items of personal property in her possession at the time of the execution of this agreement located in the former marital residence where WIFE still resides known as R.R. 1, Box 698, Morrisdale, Pennsylvania, with the exception of those specific items identified and set forth on Exhibit "A" attached hereto and by this reference incorporated herein. WIFE hereby waives all claims to any right, title and interest in and to the respective property listed and set forth in Exhibit "A".

The parties agree that HUSBAND shall become the sole owner of all household goods, appliances, equipment, fixtures, and other items of personal property identified and set forth on the aforementioned Exhibit "A". HUSBAND hereby waives all claims to any right, title and interest

in and to the remaining personal property located at the former marital residence identified above.

7. EXPENSES OF DIVORCE:

Each party shall pay their own counsel fees, court costs and other expenses, if any, arising from these proceedings.

8. TRANSFER OF REAL ESTATE:

HUSBAND agrees to convey all his right, title and interest to the real estate situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land situate, lying and being in MORRIS TOWNSHIP, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the northeast corner of the property of Joseph and Ethel May Hoover, at the intersection of the Township Road from Summit Hill to Morrisdale and Route 17060; thence North $84^{\circ} 3'$ West two hundred twenty and five tenths (220.5) feet along route 17060 to a stake; thence along the property of John M. Hoover and Ada A. Hoover North $6^{\circ} 57'$ East two hundred fifty-two and three tenths (252.3) feet to a stake along the property of the New York Central Railroad; thence South $74^{\circ} 3'$ East along the property of the New York Central Railroad two hundred twenty-eight and two tenths (228.2) feet to a stake along the old Township road; thence South $7^{\circ} 7'$ West two hundred twelve and five tenths (212.5) feet along the Township road to a stake and the place of beginning. Containing approximately 1.15 acres.

HUSBAND agrees to execute a deed conveying to WIFE all of his interest in said property in a form satisfactory to WIFE which shall be delivered to her when WIFE has obtained refinancing for the outstanding joint debt against the above property. Said deed shall be recorded simultaneously with the mortgage for the refinancing. WIFE shall be responsible for preparing said deed and further agrees to be responsible for the recording and any other costs of transfer, if any, involving the above real estate.

9. VEHICLES:

HUSBAND shall become the sole owner, and WIFE shall release all claims or interest to the following vehicles:

- A. 1986 CJ Jeep (VIN #1JCCF87E5GT103899);
- B. 1986 Chevette (VIN #1G1TB21C0HA115711);
- C. 1999 Arctic Cat 4-wheeler.

HUSBAND shall retain the 1986 Chevette for the purpose of maintaining the vehicle and any associated expenses until the parties' minor child, Megan, is able to drive in January, 2001. HUSBAND shall indemnify and hold WIFE harmless from any liability whatsoever arising from default, breach of non-performance or the covenants, promises, conditions or terms regarding any debt associated with said vehicles.

WIFE shall retain and be solely responsible for the 2000 Dodge Stratus (VIN #1B3EJ46X0YN109220) currently titled in her name and in her possession. HUSBAND agrees to release all claims or interest in said vehicle.

In the event that any of the vehicles are titled jointly to the parties, each party agrees to execute the original Certificate of Title and Application for Transfer of Title and all other documents necessary or convenient to complete the transfer of the vehicles to the parties entitled pursuant to this paragraph. Each party shall be solely responsible for any application fees or other expenses associated with the transfer of the vehicles which that party receives.

10. ALIMONY:

HUSBAND and WIFE acknowledge that WIFE has a claim for alimony from HUSBAND. The parties agree that WIFE will receive the sum of \$400.00 per month for three years or until her death, whichever event first occurs, with the first payment due in the first month after the signing of this Agreement. HUSBAND shall make two equal payments of \$200.00 each month which shall be payable on the Friday following HUSBAND's pay from his employment.

After the expiration of the three year period following the execution of this Agreement, WIFE's claim for alimony will be considered waived and she will have no further claim against HUSBAND for the payment of any alimony, spousal support or alimony pendente lite.

11. INCOME TAX:

The parties agree that the 1999 joint tax refunds will be applied to the 2000 real property taxes assessed against the marital residence. If any remaining taxes are unpaid at the time when 2000 school real property taxes are issued, the parties agree that the remaining tax refund will be applied to the school taxes and any unpaid tax refund balance will be evenly divided between the parties.

12. CUSTODY:

The parties shall share legal custody of their two (2) minor children, MEGAN M. AMOS, (d.o.b. 01/09/85) and DAVID M. AMOS (d.o.b. 05/06/86).

WIFE shall maintain primary physical custody of the minor children with HUSBAND having partial physical custody when agreed upon by the parties.

13. CHILD SUPPORT:

HUSBAND agrees to pay WIFE the amount of \$875.00 per month for child support of the parties' minor children.

HUSBAND shall make the monthly child support payments to WIFE bi-weekly with payments being due on the Friday which HUSBAND receives his pay from his employment. If support payments are not made by such time, WIFE shall have the right to file this Agreement for enforcement through the Domestic Relations Section.

14. RETIREMENT

The parties acknowledge that WIFE has a claim in the amount of \$3,000.00 for her right, title and interest in HUSBAND's retirement through his employment with the Commonwealth of Pennsylvania, Department of Corrections. HUSBAND agrees to provide WIFE with the above amount as soon as the loan on the Jeep CJ 7 identified in paragraph 9 above is paid in full, after which HUSBAND will have thirty (30) days to apply for an additional loan to pay the above lump sum payment. HUSBAND may pay WIFE's share earlier if he chooses.

15. DEFERRED COMPENSATION

WIFE agrees to waive, any right, title or interest which she may have to HUSBAND's deferred compensation plan through employment with the Commonwealth of Pennsylvania, Department of Corrections.

16. WAIVER OF EQUITABLE DISTRIBUTION:

Both parties agree that they will make no other claims for Equitable Distribution than is set forth in this Agreement. This waiver of any further equitable distribution includes but is not limited

to each party's business interests, beneficiary interests in trusts, personal property, realty and mixed property, whether marital or non-marital in nature.

17. WAIVER OF CLAIMS AGAINST ESTATES:

Except as herein otherwise provided, each party may dispose of his or her property in anyway, 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; the right 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; the right to take under equitable distribution; the right to take under the intestacy laws; the right to take against the Will of the other, the 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 mutual waiver and relinquishment of all such interests, rights and claims.

18. 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 affected without the introduction of outside funds or other property not constituting a part of the marital estate.

19. 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.

20. 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, reasonably and actually incurred by the other in enforcing their rights under this Agreement.

21. ADDITIONAL INSTRUMENTS:

Each of the parties shall from time to time at the request of the other, execute, 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.

22. APPLICABLE LAW:

This Agreement shall be governed by the laws of Pennsylvania.

23. VENUE:

Venue and jurisdiction shall rest in the Court of Common Pleas of Clearfield County, Pennsylvania, for all remedies, rights or disputes arising hereunder.

24. MODIFICATION:

The parties may modify this Agreement only by a subsequent, written agreement which each party must sign.

25. TERMINATION AND PERFORMANCE:

This Agreement shall remain in full force and effect unless and until terminated under and pursuant to its terms. 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.

26. SAVING CLAUSE:

If any term, condition, clause or provisions of this agreement shall be determined or declared to be void or invalid at law or otherwise, then only that term, condition or 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. Likewise, the failure of any party to meet his or her obligations on any one or more of the paragraphs herein, with the exceptions of the satisfactions of the conditions precedent, shall in no way void or alter the remaining obligations of the parties.

27. COUNTERPARTS:

This Agreement is executed in four counterparts, any of which shall serve as an original for all intents and purposes. WIFE and HUSBAND as parties hereto acknowledge receipt of a duly executed copy hereof.

28. INDEPENDENT COUNSEL AND INTERPRETATION:

Each party acknowledges that she or he has received independent legal advice from counsel of his or her selection or had the opportunity to do so, and that each fully understands the facts and had been fully informed as to his or her legal rights and obligations. The provisions of this agreement and their legal effect have been fully explained to the parties by their respective counsel,

MARK S. WEAVER, attorney for HUSBAND, and ANN B. WOOD, attorney for WIFE. 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 which such knowledge, and that the execution of this Agreement is not the result of any duress or undue influence and is not the result of any collusion or improper or illegal agreement.

This Agreement shall be determined to have been prepared jointly between the parties, and if any ambiguities or inconsistencies exist herein, they shall not be interpreted or construed against any party as the drafter.

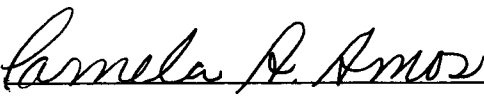
IN WITNESS WHEREOF, the parties hereto have executed this agreement for the purposes contained herein and on the dated aforesaid.

HUSBAND:



David A. Amos

WIFE:



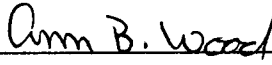
Pamela A. Amos

ATTORNEY FOR HUSBAND:



Mark S. Weaver, Esquire

ATTORNEY FOR WIFE:



Ann B. Wood, Esquire

FILED
10:00
MAY 19 2000
cc

William A. Shaw
Prothonotary

MARK S. WEAVER
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 170
CLEARFIELD, PA 16830