

00-107-CD
TIMOTHY DUANE TOBIAS -vs- SONYA EVONNE TOBIAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS, : No.: 00- 107 -CD
Plaintiff : Type of Case: Divorce
vs. : Type of Pleading:
SONYA EVONNE TOBIAS, : Complaint
Defendant : Filed on behalf of:
 : Plaintiff
 : Counsel of Record
 : For This Party:
 : Girard Kasubick, Esq.
 : Supreme I.D. #30109
 : LEHMAN & KASUBICK
 : 611 Brisbin Street
 : Houtzdale, PA 16651
 : (814) 378-7840

FILED

JAN 28 2000

William A. Shaw
Prothonotary

Number of minor children born of this marriage: 2

Larry David Tobias
Garrett Timothy Tobias

Date of Birth: 04/17/1982
Date of Birth: 04/15/1987

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS,	:	
Plaintiff	:	
vs.	:	No.: 00- -CD
SONYA EVONNE TOBIAS,	:	
Defendant	:	

NOTICE TO DEFEND AND CLAIM RIGHTS

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 in 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 or other rights important to you, including custody or visitation of your children.

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 in the Office of the Prothonotary at the Clearfield County Court House, Clearfield, PA 16830.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS,	:	
Plaintiff	:	
vs.	:	No.: 00- -CD
SONYA EVONNE TOBIAS,	:	
Defendant	:	

COMPLAINT

AND NOW, comes the Plaintiff, Timothy Duane Tobias, who by and through his attorney, Girard Kasubick, Esq., files this Complaint and avers as follows:

COUNT I: DIVORCE

1. The Plaintiff is Timothy Duane Tobias, who currently resides at R.D. 1, Box 197, New Millport, Clearfield County, PA 16861.
2. The Defendant is Sonya Evonne Tobias, who currently resides at R.D. 2, Box 443, Munson, Centre County, PA 16860.
3. The Plaintiff has been a bona fide resident in the Commonwealth of Pennsylvania for at least six (6) months immediately prior to the filing of this Complaint.
4. The Plaintiff and Defendant were married on July 19, 1986 at Grace United Methodist Church in Philipsburg, Pennsylvania.

5. There have been no prior actions for divorce or annulment instituted by either of the Parties in this or any other jurisdiction.

6. There has been an irretrievable breakdown of the marriage between the Parties.

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

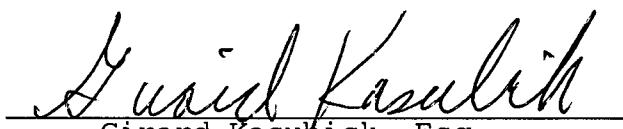
WHEREFORE, Plaintiff requests your Honorable Court to enter a decree in divorce, granting a divorce unto the Plaintiff from the Defendant under Section 3301 (c) or Section 3301 (d) of the Divorce Code.

COUNT II: EQUITABLE DISTRIBUTION

8. Paragraphs one though seven of this Complaint are incorporated herein by reference thereto.

9. Plaintiff and Defendant have acquired marital assets from the date of their marriage to the present time and have been unable to agree as to equitable distribution of said marital assets.

WHEREFORE, Plaintiff requests your Honorable Court to issue an order of equitable distribution of the marital assets of the parties.



Girard Kasubick, Esq.
Attorney for Plaintiff

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

Timothy Duane Tobias
Timothy Duane Tobias

FILED

REC'D
JAN 28 2000
William A. Shaw
Prothonotary
Kanabick
Cathy Kanabick
pd \$95.00

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

TIMOTHY DUANE TOBIAS, :
Plaintiff :
vs. : No.: 00-107-CD
SONYA EVONNE TOBIAS, :
Defendant :
: **FILED**

AFFIDAVIT OF PROOF OF SERVICE

FEB 23 2000

COMMONWEALTH OF PENNSYLVANIA : William A. Shaw
S: Prothonotary
COUNTY OF CLEARFIELD :
:

Before me, Girard Kasubick, Esq., personally appeared
Shelby Podliski, who being duly sworn according to law,
deposes and says that she served the certified copy of the
Complaint in Divorce in the above-captioned matter by
sending it by certified mail, restricted delivery to Sonya
Evonne Tobias on January 31, 2000. The certified mail was
accepted by Sonya Tobias on February 5, 2000, as evidenced
by the attached return receipt.

Shelby Podliski
Shelby Podliski

Sworn to and subscribed
before me this 18th day
of February, 2000.

Girard Kasubick

N. P Notarial Seal
Girard Kasubick, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 8, 2003

P 150 351 117

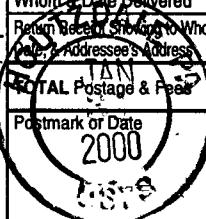
US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to Sonya Evonne Tobias	
Street & Number R.D. #2, Box 443	
Post Office, State, & ZIP Code Munson, PA 16860	
Postage	\$.55
Certified Fee	140
Special Delivery Fee	—
Restricted Delivery Fee	2.75
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	—
TOTAL Postage & Fees \$ 5.95	
Postmark or Date 2000	

PS Form 2800, April 1995



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:

SONYA EVONNE TOBIAS
R.D. #2, BOX 443
MUNSON, PA 16860

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
Sonya Tobias 2-5-00

C. Signature

Sonya Tobias Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number (Copy from service label)

P 150 351 117 Return Receipt Requested

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

TIMOTHY DUANE TOBIAS, :
Plaintiff :
vs. : No.: 00-107-CD
SONYA EVONNE TOBIAS, :
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) under the Divorce Code.

2. Date and manner of service of the Complaint: certified mail, restricted delivery to Sonya Evonne Tobias on January 31, 2000.

3. Date of execution of the Affidavits of Consent as required by Section 3301 (c) of the Divorce Code: Plaintiff on May 1, 2000; and Defendant on May 1, 2000.

4. Related claims pending: None.

5. Date Plaintiff's Waiver of Notice in § 3301 (c) Divorce was filed with the Prothonotary: Attached hereto and filed same date as this Praecipe.

WAS REC'D
[Signature]

MAY 04 2000

William A. Shaw
Prothonotary

Date Defendant's Waiver of Notice in § 3301 (c)
Divorce was filed with the Prothonotary: Attached hereto
and filed same date as this Praeclipe.

6. Please incorporate the Post-Nuptial Agreement
dated April 28, 2000, as part of the Decree in Divorce.


Girard Kasubick
Girard Kasubick, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS, :
Plaintiff :
vs. : No.: 00-107-CD
SONYA EVONNE TOBIAS, :
Defendant :
:

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301 (c) of the Divorce Code was filed on January 28, 2000.

2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of filing 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.

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.A. §4904 relating to unsworn falsification to authorities.

Dated: 5-1-00



Timothy Duane Tobias
Timothy Duane Tobias, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS,	:	
Plaintiff	:	
vs.	:	No.: 00-107-CD
SONYA EVONNE TOBIAS,	:	
Defendant	:	

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301 (c) of the Divorce Code was filed on January 28, 2000.

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Dated: 5-1-00

Sonya Evonne Tobias
Sonya Evonne Tobias, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS, :
Plaintiff :
vs. : No.: 00-107-CD
SONYA EVONNE TOBIAS, :
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: 5-1-00


Timothy Duane Tobias, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS,	:	
Plaintiff	:	
vs.	:	No.: 00-107-CD
SONYA EVONNE TOBIAS,	:	
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: 5-1-00

Sonya Evonne Tobias
Sonya Evonne Tobias, Defendant

POST-NUPTIAL AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of APRIL, 2000, by and between **TIMOTHY DUANE TOBIAS** of R.D. #1, Box 197, New Millport, PA 16861, hereinafter called "Husband",

AND

SONYA EVONNE TOBIAS of R.D. #2, Box 443, Munson, PA 16860, hereinafter called "Wife".

WITNESSETH:

WHEREAS, the Parties were married on July 19, 1986, and;

WHEREAS, differences between the Parties have arisen and a Divorce Complaint was filed on January 28, 2000 in the Court of Common Pleas of Clearfield County, Pennsylvania, to File No. 00-107-CD, and;

WHEREAS, the Parties desire to agree to various issues in the divorce;

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. DEBTS/INDEMNIFICATION: Each Party warrants to the other that he or she has not incurred any debt, obligation, or other liability, other than those described

in this Agreement, on which the other Party is or may be liable, and each Party covenants and agrees that if any claim, action, or proceeding is hereafter brought seeking to hold the other Party liable, due to an act or omission of such Party, such Party will, at his or her sole expense, defend the other Party against any such claim or demand, whether or not well-founded, and that he or she will indemnify and hold harmless the other Party therefrom.

2. 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.

3. ALIMONY: Wife and Husband agree to waive all right, title and interest and all claims which each Party may have against the other Party for alimony.

4. MARITAL PROPERTY: a). Personal Property, except for motor vehicles. The Parties have closed out and divided all monies from bank accounts and the Parties have

divided all household furnishings and other personal property between them. The Parties hereby agree that all personal property remaining in the house located in New Millport, Jordan Township, which was the marital residence, shall be the sole property of Husband, as well as all other personal property in Husband's possession. The Parties hereby agree that all personal property in the possession of Wife shall be the sole property of Wife.

b). **Motor Vehicles.** The 1986 Dodge Daytona automobile shall be the sole and exclusive property of Wife. This vehicle was purchased on a borrowing from the VISA First Credit Card and approximately \$1,200.00 is due on the credit card. Husband agrees to pay and assume the said VISA First Credit Card debt and save harmless and indemnify Wife from any claim of this debt. Husband agrees to sign all documents necessary to transfer the title to the 1986 Dodge Daytona to Wife within thirty (30) days of execution of this Agreement by both parties, provided Wife makes such arrangements to do so.

The 1987 Dodge Dakota Pick-up Truck shall be the sole and exclusive property of Husband. This vehicle is financed through a personal loan with Mid-State Bank and approximately \$3,200.00 is due on this loan. Husband agrees to pay and assume the Mid-State Bank loan and save harmless

and indemnify Wife from any claim of this debt. Wife agrees to sign all documents necessary to transfer the title to the 1987 Dodge Dakota Pick-up Truck to Husband within thirty (30) days of execution of this Agreement by both parties, provided Husband makes such arrangements to do so.

Each Party shall pay all costs for the motor vehicle transferred into his or her name.

c). **Real Property.** The Parties own no land which is marital property, but they have jointly acquired a mobile home being a 24 foot by 48 foot 1988 double wide Skyline Mobile Home which is titled in joint names. The purchase of the mobile home was financed through Green-Point Credit and the monthly payment is \$316.02 with approximately \$20,000.00 of principal due.

Wife agrees to Husband having sole and exclusive possession of the mobile home. Husband shall pay all taxes, insurance, and maintain the mobile home in good condition, normal wear and tear excepted. Husband agrees to pay and assume the mobile home loan payment to Green-Point Credit and save harmless and indemnify Wife from any claim of this debt.

Husband shall have the option to refinance the loan on the mobile home in his name alone. If Husband obtains such financing to remove Wife's name, Wife agrees to sign the

title to Husband and it shall be Husband's sole and exclusive property, if he obtains refinancing.

If Husband does not refinance to remove Wife's name, Husband may try to sell the mobile home or continue payments under the Green-Point Credit loan until paid in full. In either event, Wife agrees to sign all documents necessary to transfer title to a third party, if sold, or to Husband, if the Green-Point Credit loan is paid in full.

If the mobile home is sold, the proceeds shall pay off the loan and Husband shall keep all proceeds, if any, over and above the loan amount, plus closing costs. If Husband pays in full the Green-Point Credit loan, Wife agrees to sign all documents necessary to transfer title of the mobile home to Husband, who shall be the sole and exclusive owner of the 1988 Skyline Mobile Home.

5. CUSTODY AND VISITATION. The Parties are the parents of one minor child, namely, Garrett Timothy Tobias (d.o.b. 4/15/1987).

The Parties shall have joint legal custody of the minor child, Garrett Timothy Tobias.

Husband shall have primary physical custody of the child, Garrett Timothy Tobias. Wife shall have secondary

physical custody or visitation with the minor child as the Parties can mutually agree to fit their schedules.

6. DIVORCE: Husband and Wife agree to cooperate in obtaining a no-fault divorce under Section 3301 (c) of the Divorce Code in the divorce action in the Clearfield County Court of Common Pleas filed to No. 00-107-CD. The Parties shall execute an Affidavit of Consent and Waiver at the proper time, ninety (90) days after the filing of the Divorce Complaint. The Parties agree to incorporate this Post-Nuptial Agreement into the Divorce Order.

7. 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 the Agreement.

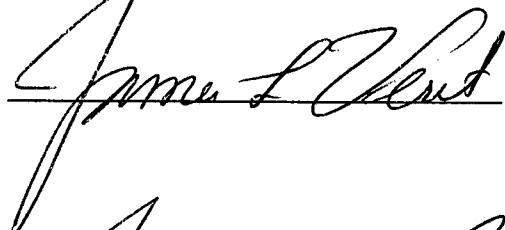
8. VOLUNTARY EXECUTION: Each Party acknowledges that this Agreement is being entered into voluntarily and that it is not the result of any duress or undue influence. Wife hereby acknowledges that she does not desire representation of counsel and that Husband's counsel has not in any way influenced or coerced Wife and by signing below she has done so of her own free will.

9. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

10. APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties set their hands and seals hereto the day and year written above.

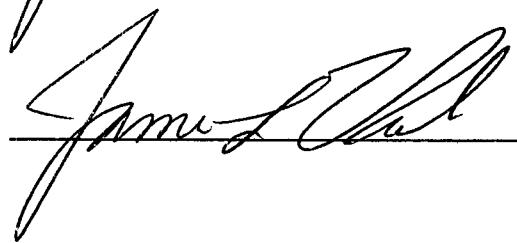
WITNESS:



HUSBAND:


Timothy Duane Tobias

WIFE:


Sonya Evonne Tobias

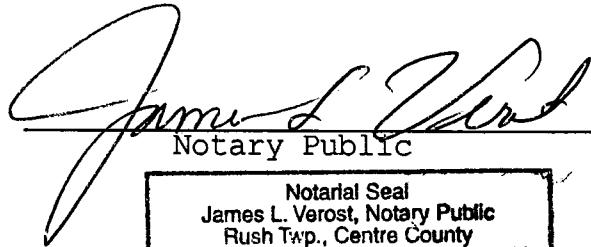
COMMONWEALTH OF PENNSYLVANIA :

S:

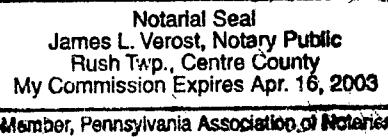
COUNTY OF CLEARFIELD :

On this, the 28 day of APRIL, 2000, before me, the undersigned officer, personally appeared TIMOTHY DUANE TOBIAS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



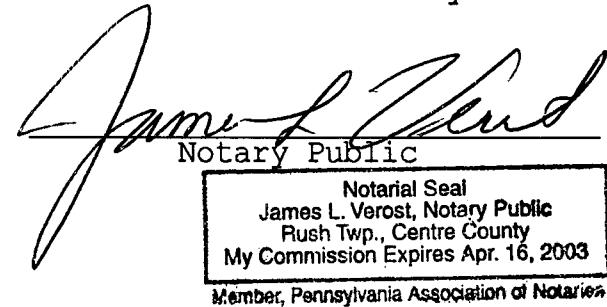
COMMONWEALTH OF PENNSYLVANIA :

S:

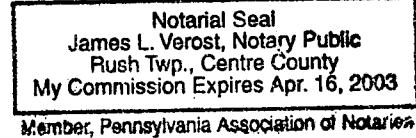
COUNTY OF CLEARFIELD :

On this, the 28 day of APRIL, 2000, before me, the undersigned officer, personally appeared SONYA EVONNE TOBIAS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

COUNTY
CLEARFIELDRECORD OF
DIVORCE OR ANNULMENT
(CHECK ONE)

STATE FILE NUMBER

STATE FILE DATE

HUSBAND				WIFE		
1. NAME Timothy	(First) Duane	(Middle) Tobias	(Last)	2. DATE OF BIRTH February 10, 1959	(Month) February	(Day) 10
3. RESIDENCE R.D. #1, Box 197, New Millport, Clearfield Co., PA 16861	Street or R.D. City, Boro or Twp	County	State	4. PLACE OF BIRTH Clearfield, PA	(State or Foreign Country)	
5. NUMBER OF THIS MARRIAGE 2nd	6. RACE <input checked="" type="checkbox"/> WHITE	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	17. USUAL OCCUPATION Heavy Equipment Operator		
8. MAIDEN NAME Sonya	(First) Evonne	(Middle) Deibler	(Last)	9. DATE OF BIRTH May 8, 1964	(Month) May	(Day) 8
10. RESIDENCE R.D. #2, Box 443, Munson, Centre Co., PA 16860	Street or R.D. City, Boro or Twp	County	State	11. PLACE OF BIRTH Florida	(State or Foreign Country)	
12. NUMBER OF THIS MARRIAGE 1st	6. RACE <input checked="" type="checkbox"/> WHITE	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION Waitress		
15. PLACE OF THIS MARRIAGE Grace United Methodist Church, Philipsburg, PA	(State or Foreign Country)			16. DATE OF THIS MARRIAGE July 19, 1986	(Month) July	(Day) 19
17A. NUMBER OF CHILDREN THIS MARRIAGE 2	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 1	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/>	WIFE <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 type="checkbox"/>	SPLIT CUSTODY <input checked="" type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT	No-fault Divorce under Section 3301 (c)	
22. DATE OF DECREE	(Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS	(Month)	(Day)
24. SIGNATURE OF TRANSCRIBING CLERK						

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

TIMOTHY DUANE TOBIAS,	:	
Plaintiff	:	
vs.	:	No.: 00-107-CD
SONYA EVONNE TOBIAS,	:	
Defendant	:	

DECREE

AND NOW, this 8 day of May, 2000, it is ORDERED
and DECREED that TIMOTHY DUANE TOBIAS, Plaintiff, and SONYA
EVONNE TOBIAS, Defendant, are divorced from the bonds of
matrimony and the Post-Nuptial Agreement dated April 28,
2000, is incorporated herein.

BY THE COURT,



J. Gremm