

00-150-CD

SHELBY L. BUTTERBAUGH _vs_ JAMES K. BUTTERBAUGH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

SHELLY L. BUTTERBAUGH,

*

*

PLAINTIFF

*

No. 00- 150 - C.D

*

vs.

*

JAMES K. BUTTERBAUGH,

*

*

DEFENDANT

*

*

FILED ON BEHALF OF:
Plaintiff

*

*

COUNSEL OF RECORD FOR THIS
PARTY:

*

David R. Thompson, Esquire

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P.O. Box 587

*

Philipsburg, PA 16866

*

(814) 342-4100

*

I.D. No. 73053

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TWO MINOR CHILDREN OF THIS
MARRIAGE, TO WIT:
RYAN JAMES BUTTERBAUGH
(DOB 5/14/88)
NICOLE RACHELE BUTTERBAUGH
(DOB 6/26/97)

FILED

FEB 08 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

SHELLY L. BUTTERBAUGH,

*

*

PLAINTIFF

* No. 00- -CD

*

vs.

* TYPE OF PLEADING: COMPLAINT
* IN DIVORCE

JAMES K. BUTTERBAUGH,

*

*

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 against you and a Decree of Divorce or annulment may be entered against you for any other claim. You may lose money or property 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 the marriage counselors is available in the Office of the Prothonotary at Clearfield County Courthouse, Clearfield, Pennsylvania, 16830.

IF YOU DO NOT FILE FOR ALIMONY, MARITAL PROPERTY, COUNSEL FEES, OR EXPENSES BEFORE THE FINAL DECREE OF DIVORCE OR ANNULMENT IS ENTERED, 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 SE FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

By: 
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

SHELLY L. BUTTERBAUGH,

*

*

PLAINTIFF

* No. 00- -CD

*

vs.

* TYPE OF PLEADING: COMPLAINT
* IN DIVORCE

JAMES K. BUTTERBAUGH,

*

*

DEFENDANT

COMPLAINT

AND NOW, comes the Plaintiff by and through her attorney, DAVID R. THOMPSON, and files this Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff is Shelly L. Butterbaugh, who resides at RR 1 Box 640, Osceola Mills, Clearfield County, Pennsylvania, 16666.
2. Defendant is James K. Butterbaugh, who currently resides at RR 1 Box 640, Osceola Mills, Clearfield County, Pennsylvania, 16666.
3. Plaintiff and Defendant have been bonafide residents of the Commonwealth for at least six months.
4. Plaintiff and Defendant were married on June 21, 1996 in Outer Banks, North Carolina.
5. There are two (2) minor children of this marriage, to wit: RYAN JAMES BUTTERBAUGH (DOB: 5/14/88) AND NICOLE RACHELE BUTTERBAUGH (DOB: 6/26/97).

COUNT I - DIVORCE

6. This action is not collusive. (Does not apply to Sections 3301(c) of the Divorce Code.

7. There have been no prior actions of divorce or for annulment between the parties.

8. Plaintiff has been advised that counseling is available and that Plaintiff may have the right to request that the Court require the parties to participate in counseling.

9. The marriage is irretrievably broken.

10. Plaintiff requests the Court to enter a decree of divorce.

WHEREFORE, Plaintiff requests the entry of a Decree of Divorce.

COUNT II - CUSTODY

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. The minor children currently reside with Plaintiff and Defendant at RR 1 Box 640, Osceola Mills, Clearfield County, Pennsylvania, 16666, and have resided with both parties for the past five (5) years at this residence.

12. No prior determination concerning custody has been made.

13. Plaintiff believes and therefore avers that it would be in the best interest of the said minor children if joint legal custody were awarded between the parties, with Plaintiff having primary physical custody of the said minor children, subject to Defendant's right to partial custody/visitation.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order awarding her joint legal custody and primary physical custody of the said minor children subject to Defendant's right to partial custody/visitation.

COUNT III - EQUITABLE DISTRIBUTION

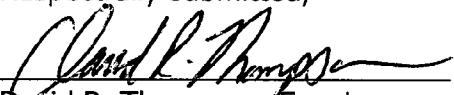
Paragraphs 1 through 13 are incorporated by reference as though the same were set forth at length herein.

14. Plaintiff and Defendant have legally and beneficially obtained property during their marriage.

15. In the event, Plaintiff and Defendant are unable to agree to an equitable division of this said property, Plaintiff requests this Court to do so.

WHEREFORE, Plaintiff requests this Court to equitably divide the marital property, in the event the parties are unable to come to a mutual agreement of the same.

Respectfully submitted,



David R. Thompson, Esquire

NOTICE OF AVAILABILITY OF COUNSELING

The Divorce Code provides that marriage counseling be available to parties in divorce actions. Under some circumstances the Court may require such counseling.

You should notify your attorney if you wish the Court to Order marriage counseling.

The Domestic Relations Section located in the Clearfield County Courthouse, Bellefonte, Pennsylvania, will provide you with a list of qualified counselors, but you are not required to select a counselor from that list.

Fees for counseling are set by the counselor, and payment is the responsibility of the parties involved. The costs of counseling provided by some agencies is based on ability to pay.

For additional information, contact your attorney or the Domestic Relations Section.

Copy to Plaintiff/Copy to Defendant

VERIFICATION

I, **SHELLY L. BUTTERBAUGH**, verify that the statements made in this **DIVORCE COMPLAINT** 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: 2-4-00

Shelly Butterbaugh
Shelly L. Butterbaugh

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

SHELLY L. BUTTERBAUGH,

*

PLAINTIFF

* No. 00-150-CD

V

*

JAMES K. BUTTERBAUGH,

*

DEFENDANT

*

TYPE OF PLEADING:

*

Affidavit of Service

*

FILED ON BEHALF OF:

*

SHELLY L. BUTTERBAUGH

*

PLAINTIFF

*

COUNSEL OF RECORD FOR THIS
PARTY:

*

David R. Thompson, Esquire

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P.O. Box 587

*

Philipsburg, PA 16866

*

(814) 342-4100

*

I.D. No. 73053

FILED

FEB 15 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

SHELLY L. BUTTERBAUGH,	*
	*
PLAINTIFF	* NO. 00-150-CD
	*
V	*
	*
JAMES K. BUTTERBAUGH,	*
	*
DEFENDANT	*

AFFIDAVIT OF SERVICE

I, DAVID R. THOMPSON, Esquire, hereby certify that I have caused to be served upon JAMES K. BUTTERBAUGH, A certified copy of the COMPLAINT IN DIVORCE, in the above captioned matter. I served the same by depositing in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

JAMES K. BUTTERBAUGH
RR 1 Box 640
Osceola Mills, PA 16666



David R. Thompson, Esquire
Attorney for Plaintiff

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

James K. Butterbaugh
RR 1 Box 640
Ascaria Mills Pt 166666

4a. Article Number

2 365 029 037

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

2-9-00

5. Received By: (Print Name)

James Butterbaugh

6. Signature: (Addressee or Agent)

X James Butterbaugh

8. Addressee's Address (Only if requested and fee is paid)

S

• Thank you for using Return Receipt Service.



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

• Print your name, address, and ZIP Code in this box •

David R. Thompson, Attorney at Law
P.O. Box 587
308 Walton St., Suite 4
Philipsburg, PA 16866

Butterbaugh

1



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

SHELLY L. BUTTERBAUGH,

*

Plaintiff

* No. 00-150-CD

*

*

vs.

*

*

*

JAMES K. BUTTERBAUGH,

*

Defendant

*

TYPE OF CASE:

*

Civil Action - Law

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*

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TYPE OF PLEADING:

*

Praecipe to Transmit Record

*

*

FILED ON BEHALF OF:

*

Plaintiff

*

*

COUNSEL OF RECORD FOR THIS
PARTY:

*

David R. Thompson, Esquire

*

Supreme Court I.D. No. 73053

*

DAVID R. THOMPSON LAW OFFICE

*

P.O. Box 587

*

Philipsburg PA 16866

*

(814) 342-4100

*

FILED

JUN 15 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

SHELLY L. BUTTERBAUGH,

*

No. 00-150-CD

Plaintiff

*

*

vs.

*

*

*

JAMES K. BUTTERBAUGH,

*

Defendant

*

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

Kindly transmit the record in the above captioned matter to the Court for consideration of Entry of a Final Decree in Divorce.



David R. Thompson, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

SHELLY L. BUTTERBAUGH, *
Plaintiff * No. 00-150-CD
*
*
vs. *
*
JAMES K. BUTTERBAUGH, *
Defendant *
*
*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on February 8, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken. Ninety days have elapsed since the filing of the Complaint.
3. Plaintiff consents to the entry of a Final Decree of Divorce.
4. I understand that if a claim for alimony pendente lite, marital property or counsel fees or expenses has not been filed with the Court before the entry of a Final Decree in Divorce, the right to claim any of them will be lost.

The party whose signature appears below verifies that the statements made in this Affidavit are true and correct, and that they are made subject to the penalties of 18 Pa. C.S. 4909 relating to unsworn falsification to authorities.

DATED: 5-26-00

Shelly L. Butterbaugh
Shelly L. Butterbaugh, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

SHELLY L. BUTTERBAUGH,

*

Plaintiff

* No. 00-150-CD

*

*

vs.

*

*

JAMES K. BUTTERBAUGH,

*

*

Defendant

*

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AFFIDAVIT OF CONSENT

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DATED: 5-26-00



James K. Butterbaugh, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

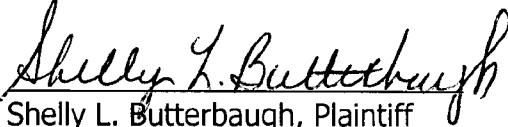
SHELLY L. BUTTERBAUGH,	*
	*
Plaintiff	No. 00-150-CD
	*
	*
VS.	*
	*
	*
JAMES K. BUTTERBAUGH,	*
	*
Defendant	*
	*

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

1. I consent to the entry of a final decree in 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.

Date: 5-26-00


Shelly L. Butterbaugh, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

SHELLY L. BUTTERBAUGH,

*

Plaintiff

No. 00-150-CD

*

*

vs.

*

*

JAMES K. BUTTERBAUGH,

*

*

Defendant

*

*

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TO REQUEST ENTRY OF A DIVORCE DECREE
UNDER SECTION 3301 (c) OF THE DIVORCE CODE

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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: 5-26-00


James K. Butterbaugh, Defendant

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

RECORD OF		
DIVORCE	OR	ANNULMENT
<input type="checkbox"/>	(CHECK ONE)	<input type="checkbox"/>

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME	(First) <i>JAMES</i>	(Middle) <i>K.</i>	(Last) <i>BUTTERBAUGH</i>	2. DATE OF BIRTH	(Month) <i>7</i>	(Day) <i>25</i>	(Year) <i>43</i>
3. RESIDENCE	Street or R.D. <i>RR #1</i>	City, Boro. or Twp. <i>Box 640</i>	County <i>OSCEOLA MTS</i>	State <i>CLEARFIELD PA.</i>	4. PLACE OF BIRTH	(State or Foreign Country) <i>PA</i>	
5. NUMBER OF THIS MARRIAGE	<i>2</i>	6. RACE <input checked="" type="checkbox"/> WHITE	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION	<i>LIVE MAN</i>	

WIFE

8. MAIDEN NAME	(First) <i>SHELLY</i>	(Middle) <i>L.</i>	(Last) <i>BUTTERCAUGH</i>	9. DATE OF BIRTH	(Month) <i>5</i>	(Day) <i>10</i>	(Year) <i>65</i>		
10. RESIDENCE	Street or R.D. <i>RR 1</i>	City, Boro. or Twp. <i>Box 640</i>	County <i>Osceola Mts - Clearfield</i>	State <i>PA</i>	11. PLACE OF BIRTH	(State or Foreign Country) <i>PA - Philipsburg</i>			
12. NUMBER OF THIS MARRIAGE	<i>1</i>	13. RACE <input checked="" type="checkbox"/> WHITE	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION	<i>Teacher Assistant.</i>			
15. PLACE OF THIS MARRIAGE	(County) <i>OUTER BANKS</i>	(State or Foreign Country) <i>NORTH CAROLINA</i>			16. DATE OF THIS MARRIAGE	(Month) <i>6</i>	(Day) <i>21</i>	(Year) <i>96</i>	
17A. NUMBER OF CHILDREN THIS MARRIAGE	<i>2</i>	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18. <i>2</i>	18. PLAINTIFF HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF	<i>2</i>	HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	SPLIT CUSTODY <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT	<i>IRRETRIEVABLE BREAKDOWN</i>		
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, PA.

CIVIL ACTION - LAW

SHELLY L. BUTTERBAUGH,

*

*

PLAINTIFF

*

No. 00-150-CD

*

*

vs.

*

*

JAMES K. BUTTERBAUGH,

*

*

DEFENDANT

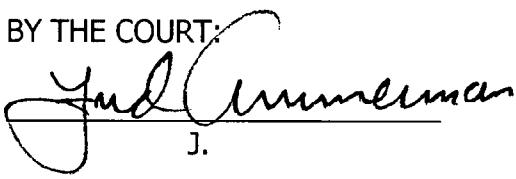
*

DIVORCE DECREE

AND NOW, to wit: this 16 day of June, 2000, it is ORDERED,
ADJUDGED and DECREED that SHELLY L. BUTTERBAUGH, Plaintiff, and JAMES K.
BUTTERBAUGH, Defendant, are divorced from the bonds of matrimony.

Further, the Marriage Settlement Agreement attached thereto, dated March 29,
2000, will appear of record in this case, and is hereby incorporated in full as part of this
Divorce Decree.

BY THE COURT:


J.

FILED

JUN 12 2000

William A. Shaw
Prothonotary**MARRIAGE SETTLEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 24 day of March, 2000, by and between **SHELLY L. BUTTERBAUGH**, currently of RR 1, Box 640, Osceola Mills, Pennsylvania, hereinafter referred to as "**WIFE**",

AND

JAMES K. BUTTERBAUGH, currently of RR 1, Box 640, Osceola Mills, Pennsylvania, 16666, hereinafter referred to as "**HUSBAND**".

WHEREAS, diverse unhappy differences, disputes and difficulties have arisen between the parties, and it is the intention of **HUSBAND** and **WIFE** to live separate and apart; and

WHEREAS, the parties hereto agree that they intend to obtain a mutual consent divorce, and **WIFE** filed a Complaint in the Court of Common Pleas, Clearfield County, on February 8, 2000, docketed to number 00-150-CD.

WHEREAS, WIFE has hired **DAVID R. THOMPSON**, Attorney at Law, to represent him in this divorce proceeding who shall undertake to advise **WIFE** and explain the legal implications involved with this document. **WHEREAS, HUSBAND** has been advised to obtain independent legal counsel to represent him in this divorce proceeding who would undertake to advise **HUSBAND** and explain the legal implications involved with this document.

WHEREAS, the parties desire to fully and finally settle their respective financial and property rights and obligations as between each other, and to settle without resort to litigation all other issues; and

WHEREAS, both parties hereby agree to release and discharge any and all claims which either may have against the other.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and intending to be legally bound hereby, the parties do covenant and agree as follows:

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 she or he may from time to time choose or deem fit. The foregoing provision shall not be taken as an admission on the part of either party of the lawfulness 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 she or he 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, nor in any way harass or malign the other, nor in any way interfere with the other's peaceful existence, separate and apart from the other.

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 property heretofore or

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

4. **DEBTS: HUSBAND** and **WIFE** represent and warrant to each that neither one has contracted any debt or debts, charges or liabilities whatsoever except as hereinafter expressly set forth, for which the other party or 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.

A. The parties hereby agree that the joint debts shall be paid as follows:

(1) Title to a jointly owned 1994 Jeep Wrangler owned by **HUSBAND** shall be retained by and transferred to **WIFE**. **WIFE** shall assume and pay all payments to Clearfield Bank & Trust. It is further understood that **WIFE** shall pay and maintain insurance coverage on said 1994 Jeep Wrangler, and further shall be responsible for maintenance costs on said vehicle. **WIFE** agrees to indemnify, save and hold **HUSBAND** harmless from any liability for payment of the same. **WIFE** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **HUSBAND** liable, **WIFE** will, at his expense, defend **HUSBAND** against any such claim or demand, whether or not well-founded.

(2) A home equity loan to County National Bank against the marital real property, held in **HUSBAND's** name only shall be assumed and paid for by **HUSBAND**.

HUSBAND further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend **WIFE** against any such claim or demand, whether or not well-founded.

(3) It is agreed that the following credit card debts: MBNA, Capital One, Sears, JC Penney and Lowe's, shall be assumed by and paid for by **HUSBAND**, and **HUSBAND** agrees to indemnify save and hold **WIFE** harmless from any liability for payment of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at her expense, defend the **HUSBAND** against any such claim or demand, whether or not well-founded.

B. The parties agree that any and all joint charge accounts shall then be closed.

5. MARITAL PERSONAL PROPERTY:

A. Furniture and other personal items have been divided between the parties as of the signing of this agreement, pursuant to Exhibit "A" attached hereto and made a part hereof, and, each of the parties hereto shall hereafter keep as his or her sole property any personality in his or her possession, except as to specific items otherwise referred to by the terms of this Agreement.

B. A truck titled in **HUSBAND's** name only shall be retained by **HUSBAND**. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts,

liability and/or obligations of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

C. A van titled in **HUSBAND's** name only shall be retained by **HUSBAND**. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts, liability and/or obligations of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

D. A Harley Davidson Motorcycle titled in **HUSBAND's** name only shall be retained by **HUSBAND**. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts, liability and/or obligations of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

E. Two (2) four-wheelers titled in **HUSBAND's** name only shall be retained by **HUSBAND**. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts, liability and/or obligations of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the

WIFE liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

F. Title to the 1994 Jeep Wrangler currently titled in **HUSBAND**'s name only shall be transferred to **WIFE** upon satisfaction of the lien thereon to Clearfield Bank & Trust pursuant to the terms and conditions of Paragraph 4(A)(1) herein.

G. The parties acknowledge that **HUSBAND** is pursuing a personal injury claims with regard to injuries sustained while working for Mass Electric. If **HUSBAND** is successful in pursuing any or all of these claims, **HUSBAND** agrees to pay unto **WIFE** one-third (1/3) of any net proceeds of settlement or verdict received by **HUSBAND** in this regard.

6. **MARITAL REAL PROPERTY:** **HUSBAND** and **WIFE** are the owners of property located in Decatur Township, Clearfield County, Pennsylvania. The parties agree to the following division of said real property:

A. **WIFE** agrees to convey unto **HUSBAND** all of her right, title and interest in and to the said real property. **WIFE** shall execute a Quit Claim Deed at the signing of this Agreement and the same shall be recorded even date of the filing of this Agreement. **HUSBAND** shall be responsible for the costs of the preparation of said deed. **HUSBAND** shall be responsible for the recording fee thereon. **HUSBAND** shall make all mortgage payments on said real property, as per the terms and conditions as set forth in Paragraph 4(A)(2) herein.

7. CHECKING AND SAVINGS ACCOUNTS: The parties hereto agree that any checking, savings and other accounts, which have not previously closed, shall be closed and the proceeds shall be disbursed pursuant to Paragraph 11 herein.

8. MUTUAL RELEASE: Subject to the provisions of this Agreement each party has released and discharged, and by this Agreement does for herself or himself and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all cause 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 provision of this Agreement.

9. ALIMONY, ALIMONY PENDENTE LITE and SPOUSAL SUPPORT: As per the terms stated in Paragraph 11 hereof, **HUSBAND** shall pay unto **WIFE** the lump sum stated in said Paragraph, and **HUSBAND** and **WIFE** agree to waive and release any rights they may have against the other for alimony, alimony pendente lite and/or spousal support, except as may be expressly contained herein. Commencing with the filed Divorce Decree, except as may be expressly contained herein, it shall hereafter be the sole responsibility of each party to sustain himself or herself without seeking alimony, temporary alimony and/or spousal support from the other party.

10. CHILD CUSTODY AND CHILD SUPPORT: The arrangements for custody of **RYAN JAMES BUTTERBAUGH (DOB: 5/14/88) AND NICOLE RACHELE**

BUTTERBAUGH (DOB: 6/26/97), are given at length in the Custody Agreement executed by both parties attached hereto and made a part hereof as Exhibit "A".

HUSBAND shall pay unto **WIFE** child support in the amount of **ONE THOUSAND EIGHT NINE (\$1,089.00) DOLLARS**, per month until the youngest of their children has attained the age of eighteen (18) years. Child Support is subject to modification as may be petitioned for by either party and as may be set by statute and enforced by Domestic Relations, as may be modified by the Court.

It is agreed between the parties that they shall share equally all expenses of their children's college education.

11. **HEALTH INSURANCE:** It is understood that **WIFE** shall maintain the current health insurance coverage on **HUSBAND** until a Decree in Divorce is entered. Thereafter, **HUSBAND** shall be responsible for his own health insurance coverage.

Further, **WIFE** shall continue to maintain health insurance coverage on the minor children so long as the same is available through her employment with the Philipsburg Osceola Area School District. **HUSBAND** agrees, however, to pay seventy-nine (79%) of any co-pay or any expenses not covered by said insurance plan.

12. **LUMP SUM PAYMENT:** **HUSBAND** agrees to pay unto **WIFE** a one-time, lump sum amount of **THIRTY THOUSAND (\$30,000.00) DOLLARS**, to fully and finally settle all aspects of equitable distribution in conjunction with all paragraphs hereof. Said payment shall be made as follows:

A. **TEN THOUSAND (\$10,000.00) DOLLARS** shall be paid at the signing of this Agreement.

B. **TWENTY THOUSAND (\$20,000.00) DOLLARS** shall be paid on or before May 31, 2000.

13. **PENSIONS AND LIFE INSURANCE: HUSBAND** shall maintain and pay the premiums on the current life insurance policies and the minor children shall be named as primary beneficiaries. As per the terms stated in Paragraph 12 hereof, **HUSBAND** and **WIFE** agree to waive and release any rights they may have against the other on any pension, IRA, 401K, or any other retirement account, and any life insurance policies they may have. **HUSBAND** shall maintain and pay the premiums on the current life insurance policies and the minor children shall be named as primary beneficiaries.

14. **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. The parties therefore, shall each execute a Request to Incorporate Agreement to its final decree.

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

16. **WAIVERS OF CLAIMS AGAINST ESTATE:** 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 hereinafter acquire, under the present or future laws of any jurisdiction, to share in the property of 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 in intestacy, right to take against the Will of the other, and 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 into effect this mutual waiver and relinquishment of all such interests, rights and claims.

17. ADDITIONAL INSTRUMENT: 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, including Deeds, vehicle titles and sales tax forms and any and all other forms which may be required to effect said transfer of vehicles and/or property.

18. 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. 00-150-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 Marriage Settlement Agreement into the Divorce Order.

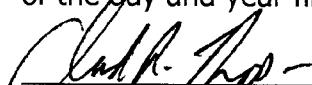
19. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

20. **INDEPENDENT SEPARATE COVENANTS:** It is specifically understood and agreed by the parties hereto that each paragraph hereof shall be deemed to be a separate and independent covenant and agreement.

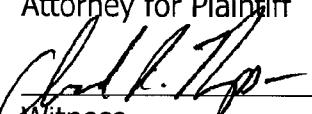
21. **APPLICABLE LAW:** This Agreement shall be construed under the law of the Commonwealth of Pennsylvania.

22. **VOID CLAUSES:** If any term, 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 respects this Agreement shall be valid and continue in full force, effect and operation.

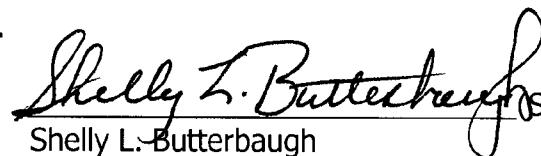
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.



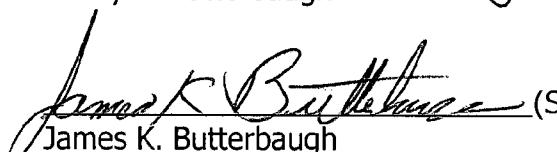
David R. Thompson, Esquire
Attorney for Plaintiff



Witness



Shelly L. Butterbaugh (SEAL)



James K. Butterbaugh (SEAL)

COMMONWEALTH OF PENNSYLVANIA

:ss:

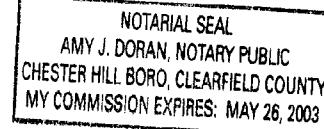
COUNTY OF *Clearfield*

On this *29* day of *March*, 2000, before me, a Notary Public, the undersigned officer, personally appeared, **SHELLY L. BUTTERBAUGH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that he has executed the same for the purposes therein contained.

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

Amy J. Doran

N.P.



COMMONWEALTH OF PENNSYLVANIA

:ss:

COUNTY OF *Clearfield*

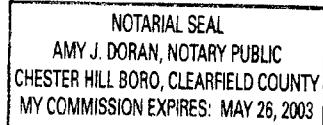
On this *29* day of *March*, 2000, before me, a Notary Public, the undersigned officer, personally appeared, **JAMES K. BUTTERBAUGH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

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

Amy J. Doran

N.P.

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

SHELLY L. BUTTERBAUGH,

*

No. 00-150-CD

Plaintiff

*

vs.

*

JAMES K. BUTTERBAUGH,

*

JUN 12 2000

Defendant

*

William A. Shaw
Prothonotary

FILED

CONSENT ORDER

AND NOW, this 12 day of June, 2000, upon agreement reached by the parties in the above captioned matter as indicated by their signatures hereto, it is the ORDER of this Court that custody over **RYAN JAMES BUTTERBAUGH (DOB: 5/14/88) AND NICOLE RACHELE BUTTERBAUGH (DOB: 6/26/97)** shall be as follows:

1. **SHELLY L. BUTTERBAUGH**, hereinafter "**MOTHER**" and **JAMES K. BUTTERBAUGH**, hereinafter "**FATHER**" shall share joint legal custody of the said minor children.
2. The **MOTHER** shall have primary physical custody over the said minor children, subject to **FATHER'S** periods of partial physical custody/visitation.
3. **FATHER** shall have periods of partial physical custody/visitation, as follows:
 - a. Every other weekend beginning on Friday at 5:00 p.m. through Sunday at 8:00 p.m.
 - b. One night per week during the off week of visitation, to be agreed upon between the parties.

- c. All other times as the parties may agree.
- 4. Both parents shall cooperate and communicate with each other in a friendly and courteous manner at all times for the best interest of their children and shall notify the other parent of any travel plans involving their said children.
- 5. Each parent shall, at all times, keep the other parent informed immediately of any serious illness, injury or problem in the life of their children and also of any significant achievements by their children. A copy of the children's report card shall be placed in the United States Mail to other parent, or personally furnished to the other parent, within twenty-four (24) hours of the receipt thereof.
- 6. Each parent shall keep the other informed immediately of any significant illness, injury or problem in his or her life that would affect the custody and visitation set forth herein.
- 7. Each parent shall keep the other parent informed immediately of any school conference, school events, church events, athletic events, scouting events or other community events in which their children are participating so that the other parent can attend if at all possible. Each parent shall be responsible for providing the transportation necessary for their children to attend their regularly scheduled activities during those times when the children are in that parent's physical custody.
- 8. Said children shall maintain strong contact and ties of love and affection with grandparents, great-grandparents and other family members in both families and, if at all possible, said children shall be present at all significant family gatherings in both families, including weddings, funerals, family reunions and other major events.

9. Both parents, their spouses and live-in companions and other family members, shall hold out each parent to the children as one whom the children should love, respect and obey and both parents, their spouses and live-in companions and other family members shall do everything possible to prevent this love, affection and obedience from being undermined by anyone.

10. Both parents, their spouses and live-in companions and other family members shall refrain from criticizing the other parent, a spouse of live-in companion or family member of the other parent in the presence of the children and all of these persons shall do everything possible to prevent any other person from criticizing any of these named persons in the presence of the children.

11. Both parents shall be considered to be custodial parents with respect to all matters concerning education and medical care and both parents shall have the absolute right at all times to have full access to educations records, hospital, doctor, pharmaceutical, dental and other health records of said children.

Paul Currier
J.

We the undersigned, hereby acknowledge our consent to the entry of this Order.

Shelly L. Butterbaugh
Shelly L. Butterbaugh
James K. Butterbaugh
James K. Butterbaugh

COMMONWEALTH OF PENNSYLVANIA:

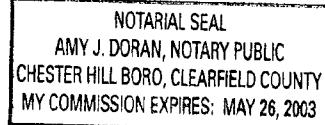
SS:

COUNTY OF Clearfield

ON THIS, the 29 day of March, 2000, before me, a Notary Public, personally appeared SHELLY L. BUTTERBAUGH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

Amy J. Doran
N.P.



COMMONWEALTH OF PENNSYLVANIA:

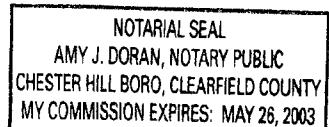
SS:

COUNTY OF Clearfield

ON THIS, the 29 day of March, 2000, before me, a Notary Public, personally appeared JAMES K. BUTTERBAUGH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

Amy J. Doran
N.P.



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