

00-163-CD
MELISSA A. HUBLER -vs- ROBERT L. HUBLER

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

MELISSA A. HUBLER,
Plaintiff

vs.

ROBERT L. HUBLER,
Defendant

: No. 00- 163 -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

FILED

FEB 10 2000

William A. Shaw
Prothonotary

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

MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : No. 00- -CD
: :
ROBERT L. HUBLER, :
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.

Court Administrator
Clearfield County Courthouse
Second and Market 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.

Date: _____

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

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

MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : 00- -CD
: :
ROBERT L. HUBLER, :
Defendant :
: :

COMPLAINT

NOW COMES, the Plaintiff, Melissa A. Hubler, by her attorney, Mark S. Weaver, Esquire and files this complaint and respectfully represents:

COUNT I - DIVORCE - SECTION 3301(c)

1. Plaintiff is Melissa A. Hubler, who currently resides at R.R. 1, Box 296-C, Woodland, Clearfield County, Pennsylvania.
2. Defendant is Robert L. Hubler, whose currently resides at R.R. 2, Box 55, Morrisdale, Clearfield County, Pennsylvania.
3. Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six months immediately previous to the filing of this Complaint.
4. The Plaintiff and Defendant were married on July 16, 1999 in Ogden, Utah.
5. There have been no prior actions of divorce or for annulment between the parties.
6. The marriage is irretrievably broken.
7. 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.

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

COUNT II - DIVORCE - SECTION 3301(a)(6)

8. Plaintiff hereby incorporates by reference all the averments contained in paragraphs 1 through 7 above as if each averment were set forth fully hereunder.

9. In the event Defendant will not consent to a divorce, Plaintiff alleges grounds for divorce under 23 Pa. C.S.A. Section 3301(a)(6).

WHEREFORE, Plaintiff prays this Honorable Court to enter a Decree divorcing her from the Defendant.

COUNT III - EQUITABLE DIVISION OF PROPERTY

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

11. During the course of their marriage, the parties acquired various items of property, and have incurred various debts.

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

COUNT IV - ALIMONY AND ALIMONY PENDENTE LITE

12. Plaintiff hereby incorporates by reference all the averments contained in paragraphs 1 through 11 above as if each averment were set forth fully hereunder.

13. Plaintiff lacks sufficient property and income to provide for her reasonable means and is currently unable to support herself.

14. Plaintiff requires reasonable support to adequately maintain herself in accordance with the standard of living established during the marriage.

15. Plaintiff believes and therefore avers that Defendant is employed and makes approximately \$20,000.00 per year.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Award of Alimony until final hearing and permanently thereafter.

COUNT V - ATTORNEY'S FEES, COSTS AND EXPENSES

16. Plaintiff hereby incorporates by reference the averments contained in paragraphs 1 through 15 above as if each averment were set forth fully hereunder.

17. Plaintiff has employed Mark S. Weaver, Esquire, as counsel in this divorce action but is unable to pay the necessary and reasonable attorney's fees for said counsel and the expenses and costs of this action.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Award of Counsel Fees, costs and expenses as are deemed appropriate.

Respectfully submitted,

Date: 2-10-00



Mark S. Weaver, Esquire
Attorney for Plaintiff

VERIFICATION

I, the undersigned, hereby verify that the statements set forth in the foregoing Complaint 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: 2/10/00

Melissa Hubler
Melissa A. Hubler

FILED

1000
FEB 10 2000

1000
William A. Shaw
Prothonotary

De \$105.00

acc atty Weaver

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

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

MELISSA A. HUBLER, :
Plaintiff :
: vs. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant :
:

PRAECIPE TO ENTER
APPEARANCE

Filed on behalf of

Defendant

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

SEP 13 2000

William A. Shaw
Prothonotary

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

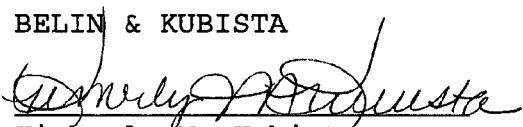
MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant :
:

PRAECIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant in
reference to the above captioned action.

BELIN & KUBISTA


Kimberly M. Kubista

Date: 9-13-00

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

SC 7000

John S. Cattley
William A. Shaw
Prothonotary

Ken Kubota

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

MELISSA A. HUBLER, :
Plaintiff :
vs. : NO. 00-163-CD
ROBERT L. HUBLER, :
Defendant :
:

**PETITION TO WITHDRAW AS
COUNSEL**

Filed on behalf of

Petitioner

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830

(814) 765-8972

FILED

SEP 15 2000

William A. Shaw
Prothonotary

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

MELISSA A. HUBLER, :
Plaintiff :
vs. : No. 00-163-CD
ROBERT L. HUBLER, :
Defendant :
:

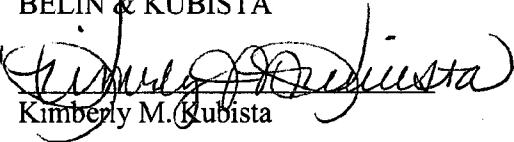
PETITION TO WITHDRAW AS COUNSEL

NOW COMES, the Petitioner, KIMBERLY M. KUBISTA, ESQUIRE in her representation of the Defendant in the above-captioned matter, and respectfully petitions the Court as follows:

1. That Petitioner was employed by Defendant, Robert L. Hubler, to represent him in a divorce action in the above set forth case.
2. That Petitioner no longer wishes to represent the Defendant in this action as there has been a breakdown in communication between the parties.

WHEREFORE, Petitioner requests Your Honorable Court to direct that Petitioner be able to withdraw as counsel for Defendant, Robert L. Hubler.

BELIN & KUBISTA


Kimberly M. Kubista

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

MELISSA A. HUBLER, :
Plaintiff :
vs. : No. 00-163-CD
ROBERT L. HUBLER, :
Defendant :
:

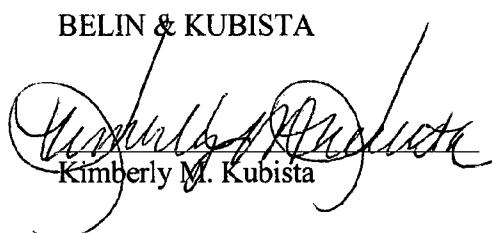
CERTIFICATE OF SERVICE

This is to certify that the undersigned has served a true and correct copy of Petition to Withdraw as Counsel in the above-captioned matter to the following parties by first-class, postage prepaid mail, on the 15th day of September, 2000:

Robert L. Hubler
R.D. #2, Box 55
Morrisdale, PA 16858

Mark Weaver, Esquire
P.O. Box 170
Clearfield, PA 16830

BELIN & KUBISTA



Kimberly M. Kubista

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CP

ED ED

Sept 15 2000
S 111.03 C.C. Catty Kulista
William A. Shaw
Prothonotary *Key*

(4)

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

MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant : :
:

ORDER

NOW, this 19 day of September, 2000, upon consideration of the attached Petition, a Rule is hereby issued upon Defendant to show Cause why the Petition should not be granted. Rule returnable thereon the 9th day of October, 2000, for filing written response.

NOTICE

A Petition or Motion has been filed against you in Court. If you wish to defend against the claims set forth in the following Petition by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
Market & Second Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT:

FILED

SEP 19 2000

0/4:04/LAR
William A. Shaw
Prothonotary

I CERTIFY THAT

Judge

Egg

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

MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant :
:

CERTIFICATE OF SERVICE

File on behalf of
Defendant

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

SEP 20 2000

013:461 wms

William A. Shaw

Prothonotary

No 9/6

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

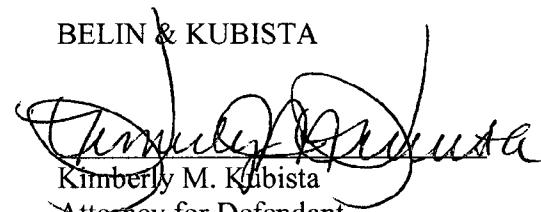
MELISSA A. HUBLER, :
Plaintiff :
: vs. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Petition to Withdraw as
Counsel in the above captioned matter to the following party by first class, postage prepaid
mail on the 20th day of September, 2000:

Robert Hubler
R.D. #2, Box 55
Morrisdale, PA 16858

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Defendant

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

MELISSA A. HUBLER, :
Plaintiff :
: :
v. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant :
:

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 Affidavit of Consent executed by the Plaintiff and Defendant;
4. Original Waiver of Notice of Intention to Request Entry of a Divorce Decree Under §3301(c) of the Divorce Code executed by the Plaintiff and Defendant; and
5. Original Marital Settlement Agreement dated September 29, 2000 executed by the Plaintiff and Defendant and their respective counsel.

Date: 9-29-00



Mark S. Weaver
Attorney for Plaintiff

FILED
SEP 29 2000
William A. Shaw
Prothonotary

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

MELISSA A. HUBLER, :
Plaintiff :
vs. : No. 00-163-CD
ROBERT L. HUBLER, :
Defendant :
:

DIVORCE DECREE

AND NOW this 2nd day of October, 2000, a Complaint in divorce having been filed by the Plaintiff to the above captioned matter on February 10, 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 **MELISSA A. HUBLER** be divorced and forever separated from the nuptial ties and bonds of matrimony hereto contracted between herself and **ROBERT L. HUBLER**, 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 September 29, 2000 which is incorporated herein.

BY THE COURT:



J. Cummelman

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL STATISTICS

RECORD OF				STATE FILE NUMBER		
DIVORCE OR ANNULMENT				STATE FILE DATE		
(CHECK ONE) <input checked="" type="checkbox"/> <input type="checkbox"/>						
COUNTY CLEARFIELD						
HUSBAND						
1. NAME (First) Robert (Middle) L. (Last) Hubler				2. DATE OF BIRTH (Month) 10/31/76 (Day) (Year)		
3. RESIDENCE Street or R.D. R.R. 2, Box 55, Morrisdale, Clearfield Co., PA City, Boro. or Twp. County Clearfield State PA				4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
5. NUMBER OF THIS MARRIAGE 1		6. RACE <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> NEGRO <input type="checkbox"/> OTHER (Specify)		7. USUAL OCCUPATION laborer		
WIFE						
8. MAIDEN NAME (First) Donahue (Middle) Melissa (Last) Hubler				9. DATE OF BIRTH (Month) 10/26/77 (Day) (Year)		
10. RESIDENCE Street or R.D. Lawrence Park Village, Clearfield Co., PA City, Boro. or Twp. County Clearfield State PA				11. PLACE OF BIRTH (State or Foreign Country) Utah		
12. NUMBER OF CHILDREN THIS MARRIAGE 0		13. RACE <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> NEGRO <input type="checkbox"/> OTHER (Specify)		14. USUAL OCCUPATION homemaker		
15. PLACE OF THIS MARRIAGE Ogden, Utah (County) (State or Foreign Country)				16. DATE OF THIS MARRIAGE (Month) 07/16/99 (Day) (Year)		
17A. NUMBER OF CHILDREN THIS MARRIAGE 0 17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0				18. PLAINTIFF HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify)		
19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify)				21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)		
20. NUMBER OF CHILDREN TO CUSTODY OF 0 HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify)				22. DATE OF DECREE (Month) (Day) (Year)		
				23. DATE REPORT SENT TO VITAL STATISTICS (Month) (Day) (Year)		
24. SIGNATURE OF TRANSCRIBING CLERK						

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

MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant :
:

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under Section 3301(c) of the Divorce Code was filed February 10, 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: 9-29-00


Melissa A. Hubler

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

MELISSA A. HUBLER, *
Plaintiff *
*
* vs - * No. 00-163-CD
*
*
ROBERT L. HUBLER, *
Defendant *

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the
Divorce Code was filed on February 10, 2000.

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

3. I consent to the entry of a final Decree of
Divorce.

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

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

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

111 NORTH BRADY STREET
DUBOIS, PA 15801

Date: 9/24/00

Robert L. Hubler

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

MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
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 Waiver 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: 9-29-00

Melissa A. Hubler
Melissa A. Hubler

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

MELISSA A. HUBLER, *
Plaintiff *
*
-vs- * No. 00-163-CD
*
ROBERT L. HUBLER, *
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.

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

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

Date: 9/24/00

Robert L. Hubler

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

111 NORTH BRADY STREET
DUBOIS, PA 15801

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

MELISSA A. HUBLER, :
Plaintiff :
: :
vs. : No. 00-163-CD
: :
ROBERT L. HUBLER, :
Defendant :
:

MARITAL SETTLEMENT AGREEMENT

MADE this 29th day of September, 2000, by and between **MELISSA A. HUBLER**, residing at Lawrence Park Village, Apartment 6A, Clearfield, Clearfield County, Pennsylvania, hereinafter "WIFE",

A
N
D

ROBERT L. HUBLER, residing at R.R. 2, Box 55, Morrisdale, Clearfield County, Pennsylvania, hereinafter "HUSBAND".

WHEREAS, the parties were married July 16, 1999 in Ogden, Utah; and

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. 00-163-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:

The 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, or 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 WIFE at Clearfield County Docket No. 00-163-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

The parties agree that WIFE shall become the sole owner of all household goods, appliances, equipment, furniture, fixtures and other items of personal property currently in her possession and HUSBAND releases any and all interest that he might have or might have had therein.

The parties agree that HUSBAND shall become the sole owner of all household goods, appliances, equipment, fixtures, and other items of personal property currently in his possession and WIFE releases any and all interest that she has or may have had therein.

7. EXPENSES OF DIVORCE:

The parties agree that HUSBAND shall be responsible for all attorney fees arising from these proceedings. Specifically, HUSBAND shall pay WIFE's attorney, Mark S. Weaver, Esquire, the sum of \$350.00 within thirty (30) days from the date of the final decree of divorce.

8. VEHICLES:

HUSBAND shall become the sole owner, and WIFE shall release all claims or interest in the 1996 Plymouth Neon which HUSBAND has in his possession. HUSBAND shall become solely

responsible for any debt incurred against said 1996 Plymouth Neon and shall indemnify and hold WIFE harmless from any liability whatsoever arising from default, breach or non-performance or the covenants, promises, conditions or terms contained in any loan associated with said vehicle.

The parties agree that the above vehicle is titled jointly and WIFE 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 vehicle pursuant to this paragraph upon HUSBAND's refinance of the parties' joint obligation with First Commonwealth Bank for said vehicle. HUSBAND shall obtain refinancing within forty-five (45) days from the execution of this Agreement. The parties agree that HUSBAND shall be solely responsible for any application fee or other expenses associated with the transfer of the above vehicle.

9. ALIMONY AND ADDITIONAL CLAIMS:

The parties agree to waive any claim to alimony, alimony pendente lite, court costs and attorney fees not otherwise mentioned in this Agreement. Moreover, WIFE agrees to discontinue her claim for spousal support initiated at 00-278-SD upon the execution of this Agreement by both parties.

10. MARITAL DEBT:

HUSBAND agrees to assume and be solely responsible for the joint marital debt which the parties have as follows:

- A. Sears (account #0654615369620); and
- B. Keystone Financial (account #3740902568).

HUSBAND agrees to use his best efforts to refinance the above loans in his own name and, in the event HUSBAND is unable to obtain such refinancing, HUSBAND agrees to indemnify and

hold WIFE harmless for any liability whatsoever resulting from non-payment of said loan by HUSBAND.

HUSBAND also agrees to reimburse WIFE for the debts listed below within thirty (30) days from the execution of this Agreement as follows:

- A. \$104.44 toward Bell Atlantic telephone bill for long distance telephone calls and one-half of basic telephone service at the former marital residence;
- B. \$27.50 or one-half of the water bill at the former marital residence which totaled \$55.00;
- C. \$5.00 as payment for television cable services at the former marital residence;
- D. \$79.19 for returned check fees which WIFE incurred due to insufficient funds in the parties' joint checking account.

HUSBAND and WIFE shall be solely responsible for and assume payment of all other debts incurred during the marriage in their own name.

Both parties agree to return any credit or store cards still in their possession for accounts which they are not assuming financial responsibility. It is further agreed that any joint account(s) open at the signing of this Agreement shall be closed or transferred, if possible, to the name of the responsible party.

11. RETIREMENT ACCOUNTS

The parties shall become the sole owners of their respective retirement plans, if any, and each party hereby waives any claim to such retirement plans.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. APPLICABLE LAW:

This Agreement shall be governed by the laws of Pennsylvania.

19. VENUE:

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

20. MODIFICATION:

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

21. 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.

22. 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.

23. 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.

24. INDEPENDENT COUNSEL AND INTERPRETATION:

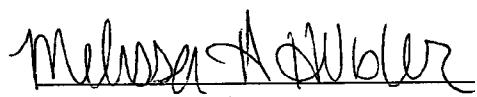
Each party acknowledges that she or he has received independent legal advice from counsel of his or her selection or had the opportunity to do so, and that each fully understands the facts and had been fully informed as to his or her legal rights and obligations. The provisions of this agreement and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

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.

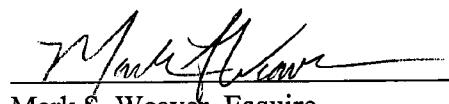
WIFE


Melissa A. Hubler

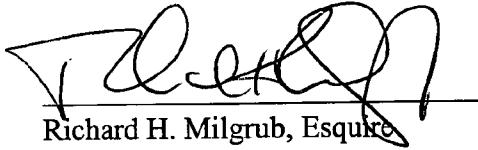
HUSBAND


Robert L. Hubler

ATTORNEY FOR WIFE


Mark S. Weaver, Esquire

ATTORNEY FOR HUSBAND


Richard H. Milgrub, Esquire

⑥ 62

FILED NO. cc

SEP 29 2000

MSW
William A. Shaw
Prothonotary

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

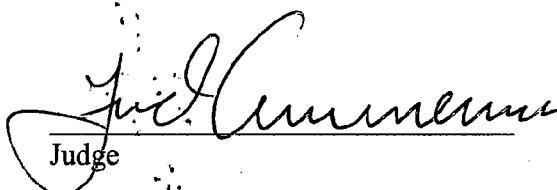
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MELISSA A. HUBLER, :
Plaintiff :
vs. : No. 00-163-CD
ROBERT L. HUBLER, :
Defendant :
:

ORDER

NOW THIS 11 day of October, 2000, upon Petitioner's Petition to
Withdraw as Counsel, it is hereby ORDERED and DIRECTED that said Petition is granted and
that Petitioner, KIMBERLY M. KUBISTA, ESQUIRE, is permitted to withdraw her appearance
of record for the Defendant in the above matter.

BY THE COURT,


Judge

FILED

OCT 12 2000

William A. Shaw
Prothonotary

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

MELISSA A. HUBLER, :
Plaintiff :
:
vs. : No. 00-163-CD
:
ROBERT L. HUBLER, :
Defendant :
:

PRAECIPE TO WITHDRAW
APPEARANCE

Filed on behalf of

Defendant

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

OCT 13 2000

William A. Shaw
Prothonotary

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

MELISSA A. HUBLER, :
Plaintiff :
:
VS. : NO. 00-163-CD
:
ROBERT L. HUBLER, :
Defendant :
:

PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my appearance on behalf of the Defendant
pursuant to the Court's Order of October 11, 2000.

BELIN & KUBISTA


Kimberly M. Kubista

Date: 10-12-00

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830