

00-214-CD
SHAWN P. MINERICH -vs- JAMIE L. MINERICH

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

SHAWN P. MINERICH,
Plaintiff

-vs-

JAMIE L. MINERICH,
Defendant

*

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Docket No. 00-214-CO

Type of Pleading:
COMPLAINT IN DIVORCE
§3301(c) or in the
alternative §3301(d) of
the Divorce Code

Filed on behalf of:
PLAINTIFF: Shawn P. Minerich

THERE IS ONE MINOR CHILD
BORN TO THIS MARRIAGE, to wit:
Rachel N. Minerich
(D.O.B. 05/06/99)

Counsel of record for
this party:

Dwight L. Koerber, Jr., Esq.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

FEB 18 2000

William A. Shaw
Prothonotary

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

SHAWN P. MINERICH,
Plaintiff

*

*

-vs-

Docket No.

*

JAMIE L. MINERICH,
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 action 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff. A judgment may also be entered against you for any other claim or relief requested in these papers by plaintiff. You may lose money or property or other rights important to you, including custody or visitation of your children.

When the grounds 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, 1 North Second Street, Clearfield, Pennsylvania, 16830.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OR 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

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

SHAWN P. MINERICH,
Plaintiff

*

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-vs-

Docket No.

*

JAMIE L. MINERICH,
Defendant

*

COMPLAINT IN DIVORCE

COMES NOW, plaintiff, Shawn P. Minerich, by and through his attorney, Dwight L. Koerber, Jr., Esquire, and files the within complaint against Jamie L. Minerich pursuant to the provisions of Section 3301(c), and in the alternative, Section 3301(d) of the Divorce Code. In support therefore, plaintiff respectfully avers and shows as follows:

1. Plaintiff is Shawn P. Minerich who resides at R. R. 1, Box 492, Osceola Mills, Clearfield County, Pennsylvania, 16666.

2. Defendant is Jamie L. Minerich who currently resides at 702 East Sunbury Street, Millerstown, Perry County, Pennsylvania, 17062-9557.

3. The parties were married on December 13, 1997, in Clearfield County, Pennsylvania.

4. There is one child born to this marriage, to wit: Rachel N. Minerich, born on May 6, 1999.

5. Plaintiff and defendant are sui juris and both have been bona fide residents of the Commonwealth of Pennsylvania for

more than six months immediately preceding the filing of the complaint.

6. Neither plaintiff nor defendant is in the military or naval service of the United States or its allies within the provisions of the Soldiers' and Sailors' Civil Relief Act of the Congress of 1940 and its amendments.

7. Both plaintiff and defendant are American citizens.

8. Plaintiff has been advised of the availability of marital counseling in accordance with Rules 1920.12(a)(8) and 1920.71.

9. Through this complaint, defendant is advised of the availability of marriage counseling.

10. It is plaintiff's belief that neither of the parties wishes to pursue marriage counseling at this time.

COUNT I DIVORCE

The prior paragraphs of this complaint are incorporated herein by reference as though set forth in full.

11. Plaintiff hereby states that there has been an irretrievable breakdown of the marriage between the parties, so as to warrant the entry of a no fault divorce under Section 3301(c) of the Divorce Code.

12. The parties will file affidavits of consent after ninety days indicating their willingness to have a decree in divorce entered.

13. In the alternative, plaintiff alleges that there is an irretrievable breakdown of the marriage within the definition of §3301(d) of the Divorce Code, and states that he will pursue such a divorce if a divorce is not available under §3301(c).

14. For purposes of measuring the period of time that the parties have been separate and apart, plaintiff hereby states that the parties have been separate and apart, as measured by the Divorce Code, from January 19, 1999, and continuing thereafter.

15. There have been no prior actions for divorce instituted by the parties in this or any other jurisdiction.

WHEREFORE, plaintiff requests this Honorable Court to enter a decree in divorce, and that other relief be granted to the plaintiff, as requested and as appropriate under the circumstances.

**COUNT II
EQUITABLE DISTRIBUTION AND ALLOCATION OF DEBT**

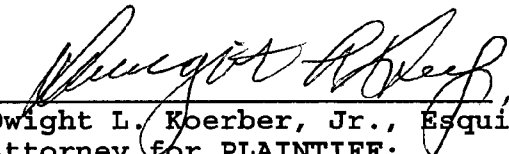
The prior paragraphs of this complaint are incorporated herein by reference as though set forth in full.

16. The parties have acquired certain assets and incurred certain liabilities during the time of their marriage. Plaintiff will endeavor to work with defendant to attempt to equitably allocate the assets and liabilities in a fair and reasonable fashion and if an agreement should be possible, it shall be incorporated as part of an order in this matter. If the parties are not able to reach a resolution of equitable distribution of their assets and equitable allocation of debt,

plaintiff requests this Honorable Court to conduct appropriate fact finding proceedings and to enter an order as appropriate, in order to award equitable distribution of marital assets and to allocate equitable responsibility for payment of marital debt.

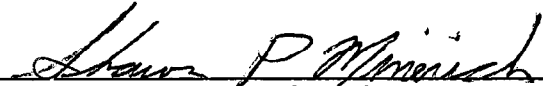
WHEREFORE, plaintiff prays that an award of equitable distribution and equitable allocation of debt be granted.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFF:
Shawn P. Minerich

VERIFICATION

I certify that the statements made in the foregoing Complaint in Divorce 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.


Shawn P. Minerich
DATE: 2-11-00

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

SHAWN P. MINERICH,
Plaintiff

-vs-

JAMIE L. MINERICH,
Defendant

COMPLAINT IN DIVORCE

LAW OFFICE

DWIGHT KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

FILED

FEB 18 2000

CLERK OF COURT

William A. Shaw

Prothonotary

BY FILE

& Return to filer

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

SHAWN P. MINERICH,
Plaintiff

-vs-

JAMIE L. MINERICH,
Defendant

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Docket No. 00-214-CD

Type of Pleading:
AFFIDAVIT OF SERVICE

Filed on behalf of:
PLAINTIFF: Shawn P. Minerich

Counsel of record for
this party:

Dwight L. Koerber, Jr., Esq.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

MAR 13 2000

William A. Shaw
Prothonotary

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

SHAWN P. MINERICH,
Plaintiff

-vs-

JAMIE L. MINERICH,
Defendant

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Docket No. 00-214-CD

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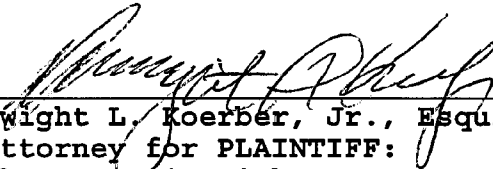
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AFFIDAVIT OF SERVICE

I, Dwight L. Koerber, Jr., being duly sworn according to law, depose and state that on February 18, 2000, I served a certified copy of the COMPLAINT IN DIVORCE filed in the above captioned matter upon counsel for Defendant via U.S. First Class Mail, at the address listed below:

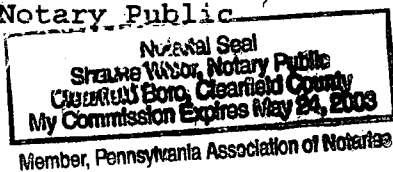
Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P. O. Box 670
Clearfield, PA 16830

Attached hereto is the Acceptance of Service signed by Ann B. Wood, Esquire, counsel for Defendant.


Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFF:
Shawn P. Minerich

Sworn to and subscribed
before me this 10th
day of March, 2000.


Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

| | |
|--------------------|------------------------|
| SHAWN P. MINERICH, | : |
| Plaintiff | : |
| | : |
| -vs- | : Docket No. 00-214-CD |
| | : |
| JAMIE L. MINERICH, | : |
| Defendant | : |

ACCEPTANCE OF SERVICE

I hereby accept service of the Complaint in Divorce filed by Plaintiff, doing so on behalf of JAMIE L. MINERICH, and certify that I am authorized to do so.

Feb. 28, 2000
DATE

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendant:
JAMIE L. MINERICH

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

SHAWN P. MINERICH,
Plaintiff

-VS-

JAMIE L. MINERICH,
Defendant

AFFIDAVIT OF SERVICE
Docket No. 00-214-CD

FILED

MAR 13 2000

CLERK OF COURT

Shawn P. Minerich

Prothonotary

Key

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY - AT-LAW

110 NORTH SECOND STREET

P. O. Box 1320

CLEARFIELD, PENNSYLVANIA 16830

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

SHAWN P. MINERICH,
Plaintiff

*

-vs-

*

Docket No. 00-214-CD

JAMIE L. MINERICH,
Defendant

*

Type of Pleading:
PRAECIPE TO TRANSMIT RECORD

Filed on behalf of:
PLAINTIFF: Shawn P. Minerich

THERE IS ONE MINOR
CHILD BORN OF THIS
MARRIAGE, TO WIT:

Rachel N. Minerich
(D.O.B. 05/06/99)

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

AUG 04 2000

William A. Shaw
Prothonotary

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

SHAWN P. MINERICH,
Plaintiff

*

-vs-

*

Docket No. 00-214-CD

JAMIE L. MINERICH,
Defendant

*

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

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

1. Grounds for divorce are irretrievable breakdown of the marriage relationship of the parties, within the meaning of Section 3301(c) of the Divorce Code.

2. Service of process was accepted when counsel for defendant accepted service of the Complaint in this matter on February 28, 2000, as shown in the Affidavit of Service filed on March 13, 2000.

3. Plaintiff executed an Affidavit of Consent, dated July 31, 2000, attached hereto.

4. Defendant executed an Affidavit of Consent, dated July 31, 2000, attached hereto.

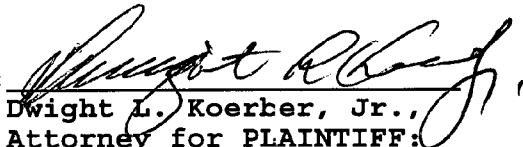
5. Plaintiff executed a Waiver of Notice of Intention to Request Entry of §3301(c) Divorce Decree on July 31, 2000, attached hereto.

6. Defendant executed a Waiver of Notice of Intention to Request Entry of §3301(c) Divorce Decree on July 31, 2000, attached hereto.

7. The Affidavits of Consent and Waivers of Notice of Intention to Request Entry of §3301(c) Divorce Decree are being filed contemporaneously herein.

8. All issues relative to division of martial assets and liabilities have been resolved by the parties, through the Postnuptial Agreement of the parties, a copy of which is attached hereto.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr.,
Attorney for PLAINTIFF:
Shawn P. Minerich

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

SHAWN P. MINERICH, :
Plaintiff : NO.00-214-CD
vs. :
JAMIE L. MINERICH, :
Defendant :

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under § 3301 (c) of the Divorce Code was filed on February 18, 2000, and served on February 28, 2000.

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

3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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

DATE: 7-31-00


SHAWN P. MINERICH, Plaintiff

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

SHAWN P. MINERICH, :
Plaintiff : NO.00-214-CD
vs. :
JAMIE L. MINERICH, :
Defendant :

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under § 3301 (c) of the Divorce Code was filed on February 18, 2000, and served on February 28, 2000.

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

3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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

DATE: 7-31-00

Jamie L. Minerich
JAMIE L. MINERICH, Defendant

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

SHAWN P. MINERICH, :
Plaintiff : NO.00-214-CD
 :
vs. :
 :
JAMIE L. MINERICH, :
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: 7-31-00


SHAWN P. MINERICH, Plaintiff

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

SHAWN P. MINERICH, :
Plaintiff : NO.00-214-CD
 :
vs. :
 :
JAMIE L. MINERICH, :
Defendant :

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

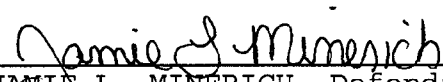
1. I consent to the entry of a final Decree of Divorce without Notice.

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: 7-31-00


JAMIE L. MINERICH, Defendant

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 31st day of July, 2000, by and between JAMIE L. MINERICH, of 702 East Sunbury Street, Millerstown, Pennsylvania 17062, hereinafter referred to as "Wife",

AND

SHAWN P. MINERICH, of R.R. 1, Box 492, Osceola Mills, Clearfield County, Pennsylvania 16666, hereinafter referred to as "Husband".

WITNESSETH

WHEREAS, the Parties hereto were married on December 13, 1997; and,

WHEREAS, there is one child born to this marriage, namely Rachel N. Minerich, age 1; and,

WHEREAS, the Parties have encountered marital difficulties; and,

WHEREAS, the Husband has filed for divorce under Section 3301 (c) of the Divorce Code; and,

WHEREAS, the Parties hereto will be living separate and apart for a period of time prior to the execution of this Agreement; and,

WHEREAS, the Parties desire to settle their various affairs.

NOW, THEREFORE, in consideration of the mutual promises, covenants and exchanges of property as hereinafter set forth, the Parties, intending to be legally bound hereby, do covenant and agree as follows:

1. ALIMONY: The Parties agree, after consideration of their lifestyle and the earning capacity of each Party, the

duration of their marriage, the assets and liabilities of the Parties, the needs of the Parties, and the distribution of their property as hereinafter set forth, that neither Party shall make any claim for or payment of alimony to the other. The Parties both recognize and understand that the failure to raise any claim for alimony as part of this Divorce proceeding bars the later raising of said claim.

2. DEBTS: Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities whatsoever for which the other Party or their property or their estates shall or may 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 hereinafter contracted or incurred by either one of them, except as expressly provided in this Agreement.

3. MUTUAL RELEASE: Subject to the provisions of this Agreement, each Party has released and discharged and by this Agreement does for himself or for herself, or for 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 and all cause or causes of action for divorce and except for any and all causes of action for breach of any provisions of this Agreement.

4. DIVISION OF PERSONAL PROPERTY: The Parties have agreed to the equitable division of their personal property as follows:

(a) It is agreed that each Party shall be entitled to keep their clothing and other personal effects without any claim being made upon these items by the other. In addition, the Husband shall return to the Wife the following items of personal property:

1. Cake decorating supplies which were a personal gift to her from her grandfather;
2. Certain special occasion glasses from events like prom and her graduation;
3. Her bicycle;
4. Her stereo;
5. A Cross that is on the wall;
6. Her scrapbook which was hers premaritally, which is located on a stand in the living room;
7. Her Walt Disney and Dr. Seuss Books and magazines that are located in the computer room;
8. Her Trivial Pursuit Game and puzzles;
9. A punch bowl and certain small cut glass

antique items, including a milk glass candy dish, a gravy boat and a cut glass relish dish, which were given to her by her grandmother, certain of which had belonged to her great grandmother. There will be several additional small pieces of this nature which should be readily identifiable because it was not something they used;

10. Her Gameboy; her tapes and CD's.
11. Two air conditioners;
12. The Kerosun Heater;
13. A canister set;
14. A Oreo Cookie Jar;
15. Her mother's Nintendo tapes;
16. Her Pregnancy Journal and accompanying medical records.

(b) It is agreed that the furnishings and contents of the Parties' residence have been equitably divided between the Parties and that each Party shall now keep those items which are in their possession, except that the Wife shall receive from the Husband the following items:

1. Toaster Oven;

2. Microwave;
3. Home Interior Bears and knickknacks;
4. Silverware service for 64, if Shawn can locate it;
5. A hummingbird curtain;
6. The green clothes basket in the bedroom (this is one of four in the home);
7. Part of the dishtowels and cloths;
8. Rachel's savings bond, which was a gift from Jamie's grandparents;
9. Her cookbooks;
10. Blender;
11. Sandwich maker;
12. Silver Platter wedding gift;
13. Computer equipment, including a mini tower, CELERON based processor, with CD and 3.5 floppy disk, a 15" color monitor; a Cannon BJC 1000 ink jet printer, Windows 98 software as pre-loaded from vendor, Keyboard, Mouse,, Speakers, and applicable documentation and back up software cd's and/or disks and stand

(c) The Husband shall take the 1982 Ford Pickup Truck and shall continue to take responsibility for payments on a certain loan at Clearfield Bank & Trust Company in accordance with Order of January 18, 2000. The Wife shall sign the vehicle title over to the Husband and the Husband shall be responsible for the cost of re-registering that vehicle and obtaining insurance to cover said vehicle.

(d) The Wife shall take the 1993 Chevrolet Lumina Sedan and shall continue to take responsibility for payments in the amount of \$71.50 per month on a certain loan at Clearfield Bank & Trust Company in accordance with Order of January 18, 2000. The Husband shall sign the vehicle title over to the Wife and the Wife shall be responsible for the cost of re-registering that vehicle and obtaining insurance to cover said vehicle.

(e) The Husband shall take responsibility for the Wolf Furniture Financing and shall pay the same and hold the Wife harmless for said payments.

(f) The Wife shall take responsibility for the Sears Credit Card financing and shall pay the same and hold the Husband harmless for said payments.

(g) The Parties agree that they will share responsibility for the Discover Card with the Wife being responsible for \$350.00 to be paid to the Husband with a check made payable to Discover Card and the Husband shall be responsible for the payment of the balance of said card and shall hold the Wife harmless on the same.

(h) The Parties agree that they shall arrange for the transfer of the vehicle titles and the items of personal property at a time to be agreed upon between them, which shall take place on or before August 15, 2000.

9. 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.

10. 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 child/children of the marriage. The division of existing marital property is not (except as expressly provided in this Agreement) intended by the parties to constitute in any way a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

11. WAIVER OF CLAIM AGAINST ESTATE: 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 or the estate of the other as a result of the marital estate including, without limitation, dower, curtesy, statutory allowance, widows' allowance, right to take property under equitable distribution, right to take by intestacies, 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 rights, interests and claims hereby eliminating any and all rights that the Parties may have against each other in any nature whatsoever except those rights as the Parties may have created under this Agreement.

12. LEGAL REPRESENTATION: Each Party hereby acknowledges that they have been informed of their right to be represented by their own, independent counsel during the course of the Divorce proceeding and the negotiation and signing of this Agreement. The Wife has chosen to be represented by Ann B. Wood, Esquire. The Husband has chosen to be represented by Dwight L. Koerber Jr., Esquire. Each Party shall be responsible for the payment of their own counsel fees.

13. VOLUNTARY EXECUTION: Each Party acknowledges that this Agreement is being entered into voluntarily and is not the result of any duress or any undue influence.

14. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertaking other than those expressly set forth.

15. MODIFICATION AND WAIVER: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a wavier of any subsequent default of the same or similar nature.

16. DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience only. They should have no effect whatsoever to determining the rights or obligations of the Parties.

17. INDEPENDENT AND SEPARATE COVENANTS: It is specifically understood and agreed by and between the Parties hereto that each paragraph hereto shall be deemed to be a separate covenant and Agreement.

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

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

20. 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.

21. CONSTRUCTION: This Agreement is being prepared by Ann B. Wood, Attorney for Wife, as a convenience and accommodation to all parties. This fact shall not have any significance in the construction or interpretation of the terms of this Agreement.

22. ENTRY AS PART OF THE DECREE: It is the intention of the Parties that a copy of this Agreement shall be incorporated by reference as though fully set forth therein into the decree of final divorce. This incorporation, however, shall not be regarded as a merger; it being the intention of the Parties to permit and cause this Agreement to survive any judgment or decree.

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


JAMIE L. MINERICH


SHAWN P. MINERICH

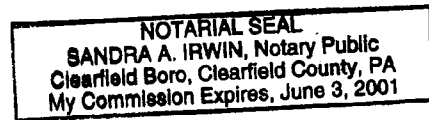
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this, the 31st day of *July*, 2000, before me, the undersigned officer, personally appeared, JAMIE L. MINERICH, 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 hereunto set my hand and official seal.

Sandra A. Irwin

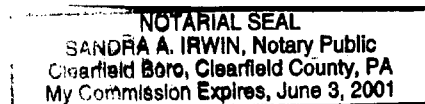
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:



On this, the 31st day of *July*, 2000, before me, the undersigned officer, personally appeared, SHAWN P. MINERICH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that he has executed the same for the purposes therein contained.

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

Sandra A. Irwin



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

SHAWN P. MINERICH,
Plaintiff

-VS-

JAMIE L. MINERICH,
Defendant

PRAECIPE TO TRANSMIT RECORD
Docket No. 00-214-CD

FILED

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Atty Koerber

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY - AT - LAW

110 NORTH SECOND STREET

P. O. Box 1320

CLEARFIELD, PENNSYLVANIA 16830

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

SHAWN P. MINERICH,
Plaintiff

*

-vs-

*

Docket No. 00-214-CD

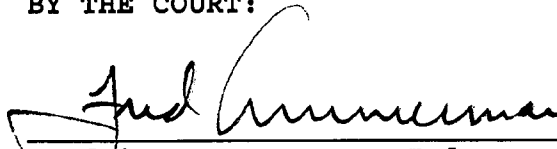
JAMIE L. MINERICH,
Defendant

*

D E C R E E

AND NOW, this 7th day of August, 2000, it
is ORDERED AND DECREED that Shawn P. Minerich, Plaintiff, and Jamie
L. Minerich, Defendant, are divorced from the bonds of matrimony.
Further, the Postnuptial Agreement executed by the parties on
July 31, 2000, is incorporated herein by reference. The parties
are ordered to comply with the terms of said Agreement.

BY THE COURT:


Fredric J. Ammerman, Judge

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

COUNTY
CLEARFIELDRECORD OF
DIVORCE OR ANNULMENT
☒ (CHECK ONE) ☐

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

| | |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1. NAME (First) Shawn (Middle) P. (Last) Minerich | 2. DATE OF BIRTH (Month) 10 (Day) 17 (Year) 75 |
| 3. RESIDENCE Street or R.D. City, Boro. or Twp. County State R. R. 1, Box 492, Osceola Mills, Clearfield, PA | 4. PLACE OF BIRTH (State or Foreign Country) PA |
| 5. NUMBER OF THIS MARRIAGE 1 | 6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> |
| 7. USUAL OCCUPATION Factory Worker | |

WIFE

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 8. MAIDEN NAME (First) Jamie (Middle) L. (Last) Behrens | 9. DATE OF BIRTH (Month) 10 (Day) 30 (Year) 78 |
| 10. RESIDENCE Street or R.D. City, Boro. or Twp. County State 702 East Sunbury Street, Millerstown, Perry, PA | 11. PLACE OF BIRTH (State or Foreign Country) PA |
| 12. NUMBER OF THIS MARRIAGE 1 | 13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> |
| 14. USUAL OCCUPATION Certified Nurse's Aid | |
| 15. PLACE OF THIS MARRIAGE (County) Clearfield (State or Foreign Country) | 16. DATE OF THIS MARRIAGE (Month) 12 (Day) 13 (Year) 97 |
| 17A. NUMBER OF CHILDREN THIS MARRIAGE 1 | 17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 1 |
| 18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> | 19. DECREE GRANTED TO HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> |
| 20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> | 21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT §3301(c) of Divorce Code |
| 22. DATE OF DECREE (Month) (Day) (Year) | 23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year) |
| 24. SIGNATURE OF TRANSCRIBING CLERK | |

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

SHAWN P. MINERICH,
Plaintiff

*

-vs-

*

Docket No. 00-214-CD

JAMIE L. MINERICH,
Defendant

*

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on behalf of:
PLAINTIFF: Shawn P. Minerich

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

AUG 14 2000

William J. Shaw
Prothonotary

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

SHAWN P. MINERICH,
Plaintiff

*

-vs-

*

Docket No. 00-214-CD

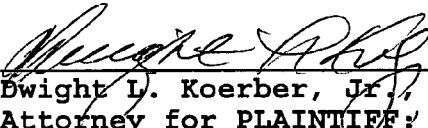
JAMIE L. MINERICH,
Defendant

*

CERTIFICATE OF SERVICE

This is to certify that on the 14th day of August, 2000, the undersigned served a certified copy of the DECREE IN DIVORCE and a certified copy of the PRAECIPE TO TRANSMIT RECORD, which has attached to it the fully executed AFFIDAVIT OF CONSENTS of both plaintiff and defendant and the WAIVERS OF NOTICE OF INTENTION TO REQUEST §3301(c) DIVORCE DECREE of both plaintiff and defendant in the above captioned matter upon counsel for defendant. Such documents were served by United States First Class Mail upon the following:

Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P. O. Box 670
Clearfield, PA 16830


Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFF:
Shawn P. Minerich

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

SHAWN P. MINERICH,
Plaintiff

-vs-

JAMIE L. MINERICH,
Defendant

CERTIFICATE OF SERVICE
Docket No. 00-214-CD

FILED
012:4532
1997

William A. Shaw
Notary Public

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY - AT - LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830