

00-232-CO
DENNIS R. COLE -vs- KRISTA D. COLE

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

CIVIL ACTION - LAW

DENNIS R. COLE,

*

*

PLAINTIFF

No. 99-00-232-CJ

*

vs.

*

KRISTA D. COLE,

*

*

DEFENDANT

*

FILED ON BEHALF OF:
Plaintiff

*

*

COUNSEL OF RECORD FOR THIS
PARTY:

*

David R. Thompson, Esquire
P.O. Box 587
Philipsburg, PA 16866
(814) 342-4100

*

I.D. No. 73053

*

*

NO MINOR CHILDREN OF THIS
MARRIAGE

*

FILED

FFB 23 2000

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

DENNIS R. COLE,	*
	*
PLAINTIFF	* No. 99- -CD
	*
vs.	* TYPE OF PLEADING: COMPLAINT
	*
KRISTA D. COLE,	IN DIVORCE
	*
	*
DEFENDANT	

NOTICE TO DEFEND AND CLAIM RIGHTS

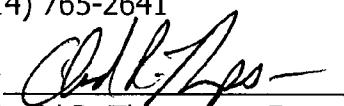
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed against you and a Decree of Divorce or annulment may be entered against you for any other claim. You may 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

DENNIS R. COLE,

*

*

PLAINTIFF

* No. 99- -CD

*

vs.

*

*

KRISTA D. COLE,

*

*

DEFENDANT

COMPLAINT

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

1. Plaintiff is Dennis R. Cole, who resides at P.O. Box 92, Wallaceton, Clearfield County, Pennsylvania, 16876.
2. Defendant is Krista D. Cole, who resides at P.O. Box 92, Wallaceton, Clearfield County, Pennsylvania, 16876.
3. Plaintiff and Defendant have been bonafide residents of the Commonwealth for at least six months.
4. Plaintiff and Defendant were married on September 7, 1991, in West Decatur, Pennsylvania.
5. There are no children born of this marriage.

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 - EQUITABLE DISTRIBUTION

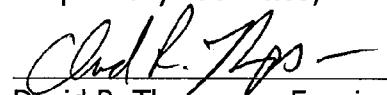
Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

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

12. 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.

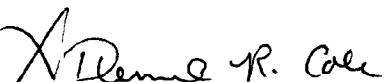
For additional information, contact your attorney or the Domestic Relations Section.

Copy to Plaintiff/Copy to Defendant

VERIFICATION

I, DENNIS R. COLE, verify that the statements made in this DIVORCE COMPLAINT are true and correct. I understand that false statement herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

DATE: 2-8-2000



Dennis R. Cole

FILED
FEB 13 1988
ATTY
ATTY
William A. Shaw
Prothonotary
pd 95.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

DENNIS R. COLE

*

No. 00-232-CD

Plaintiff

*

*

vs.

*

*

KRISTA D. COLE

*

*

Defendant

*

CIVIL ACTION

*

TYPE OF PLEADING
PRAECIPE FOR ENTRY
OF APPEARANCE

*

FILED ON BEHALF OF:
DEFENDANT

*

*

*

ATTORNEY FOR DEFENDANT:
David C. Mason, Esquire
Supreme Court ID #39180
DAVID C. MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

*

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*

*

FILED

MAR 24 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

DENNIS R. COLE

*

No. 00-232-CD

Plaintiff

*

*

vs.

*

*

KRISTA D. COLE

*

*

Defendant

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PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

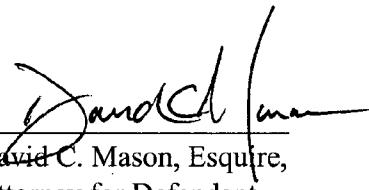
Kindly enter my appearance on the behalf of the above named

Defendant.

MASON LAW OFFICE

DATED: 3/24/00

By:


David C. Mason, Esquire,
Attorney for Defendant

FILED

MAR 24 2000

O/ 12-30/49

William A. Shaw

Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

DENNIS R. COLE,

*
* No. 00-232-CD

Plaintiff

VS.

KRISTA D. COLE,

Defendant

* TYPE OF CASE:
* Civil Action - Law

* 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

JUL 18 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

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 ACTION-LAW

DENNIS R. COLE,

*

*

Plaintiff

No. 00-232-CD

*

V

*

*

KRISTA D. COLE,

*

*

Defendant

*

*

ACCEPTANCE OF SERVICE

I, David C. Mason, Esquire hereby accept service of a true and correct copy of the Complaint
in Divorce on this 25 day of FEBRUARY, 2000.

DATE: 2/25/00

David C. Mason

David C. Mason, Esquire

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

CIVIL DIVISION

DENNIS R. COLE,

*

No. 00-232-CD

Plaintiff

*

*

vs.

*

*

KRISTA D. COLE,

*

*

Defendant

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*

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: 6-5-2000

Dennis R. Cole

Dennis R. Cole, Plaintiff

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

CIVIL DIVISION

DENNIS R. COLE,

*

No. 00-232-CD

Plaintiff

*

*

vs.

*

*

KRISTA D. COLE,

*

*

Defendant

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

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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. 4904 relating to unsworn falsification to authorities.

Date: 6/8/08



Krista D. Cole, Defendant

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

CIVIL DIVISION

DENNIS R. COLE,

*

* No. 00-232-CD

Plaintiff

*

vs.

*

KRISTA D. COLE,

*

*

Defendant

*

*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on February 23, 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: 6-5-2000



Dennis R. Cole, Plaintiff

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

CIVIL DIVISION

DENNIS R. COLE,

*

No. 00-232-CD

Plaintiff

*

*

vs.

*

*

KRISTA D. COLE,

*

*

Defendant

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*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on February 23, 2000.

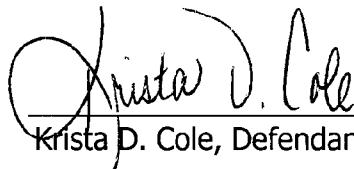
2. The marriage of Plaintiff and Defendant is irretrievably broken. Ninety days have elapsed since the filing of the Complaint.

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: 6/8/00



Krista D. Cole, Defendant

FILED
JUN 15 2000
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

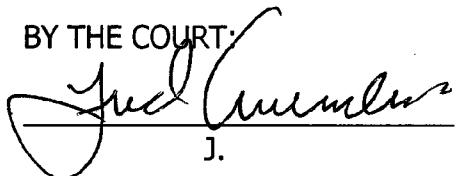
DENNIS R. COLE, *
Plaintiff * No. 00-232-CD
*
*
* vs. *
*
* KRISTA D. COLE, *
*
* Defendant *

DIVORCE DECREE

AND NOW, to wit: this 19 day of July, 2000, it is ORDERED,
ADJUDGED and DECREED that DENNIS R. COLE, Plaintiff, and KRISTA D. COLE, Defendant,
are divorced from the bonds of matrimony.

Further, the Marriage Settlement Agreement attached thereto, dated April 10, 2000,
will appear of record in this case, and is hereby incorporated in full as part of this Divorce
Decree.

BY THE COURT:



J.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL RECORDS

COUNTY CLEARFIELD		RECORD OF DIVORCE OR / ANNULMENT <input checked="" type="checkbox"/> (CHECK ONE) <input type="checkbox"/>			STATE FILE NUMBER STATE FILE DATE		
HUSBAND							
1. NAME (First) DENNIS R. COLE (Middle) (Last)				2. DATE OF BIRTH 12/23/68 (Month) (Day) (Year)			
2. RESIDENCE Street or R.D. 9 South 2nd Street, Apt. 1, Philipsburg, Centre, PA 16866		City, Boro, or Twp. PA		County Centre	State PA	4. PLACE OF BIRTH Philipsburg, PA (State or Foreign Country)	
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 Technical Support	
WIFE							
8. MAIDEN NAME (First) KNEPP (Middle) KRISTA D. COLE (Last)				9. DATE OF BIRTH 6/24/72 (Month) (Day) (Year)			
10. RESIDENCE Street or R.D. P.O. Box 92, Wallacetown, Clearfield, PA 16876		City, Boro, or Twp. PA		County Clearfield	State PA	11. PLACE OF BIRTH Philipsburg, PA (State or Foreign Country)	
12. NUMBER OF THIS MARRIAGE 1		13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/>		OTHER (Specify) <input type="checkbox"/>		14. OCCUPATION Secretary	
15. PLACE OF MARRIAGE West Decatur Clearfield PA (County) (State or Foreign Country)				16. DATE OF THIS MARRIAGE 9/7/91 (Month) (Day) (Year)			
17A. NUMBER OF CHILDREN THIS MARRIAGE 0		17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0		18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF 0		HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) 0 0		21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT			
22. DATE OF DECREE		(Month) (Day) (Year) 		23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)			
24. SIGNATURE OF TRANSCRIBING CLERK							

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April, 2000,
by and between **DENNIS R. COLE**, currently of Philipsburg, Centre County,
Pennsylvania, 16866, hereinafter referred to as "**HUSBAND**",

A

N

D

KRISTA D. COLE, currently of P.O. Box 92, Wallaceton, Clearfield County,
Pennsylvania, 16876, hereinafter referred to as "**WIFE**".

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 **HUSBAND** filed a Complaint in the Court of Common Pleas, Clearfield
County, on February 23, 2000, and docketed to number 00-232-CD.

WHEREAS, **HUSBAND** has hired **DAVID R. THOMPSON**, Attorney at Law, to
represent him in this divorce proceeding who shall undertake to advise **HUSBAND** and
explain the legal implications involved with this document. **WIFE** has hired **DAVID C.**
MASON, Attorney at Law, to present her in this divorce proceeding who shall undertake
to advise **WIFE** 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

FILED

JUN 18 2000

William A. Shaw
Prothonotary

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 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 1999 Chevrolet Monte Carlo currently titled in both names shall be retained by **HUSBAND**. **HUSBAND** shall assume and pay all lease payments to Mid State Bank. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts, liabilities 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.

(2) A mortgage note held by County National Bank which is a lien on the marital real property in Wallaceton Borough, Clearfield County, Pennsylvania, containing the house and land (as collateral only) and against the 40+/- acres located in Boggs Township, Clearfield County, Pennsylvania, shall be assumed and paid by **HUSBAND**. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts, liabilities 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 such claim or demand, whether or not well founded.

(3) A personal loan to County National Bank with an approximate payoff of \$2,100.00 shall be paid from the joint checking account held at County National Bank, prior to distribution of the balance of said account equally to the parties.

(4) **HUSBAND** shall assume and pay the remaining balance and shall timely make all payments on his student loans and shall indemnify, save and hold **WIFE** harmless from any liability for payment of the same.

(5) It is agreed that credit cards held in **HUSBAND'S** name only 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 his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

(6) It is agreed that credit cards held in **WIFE'S** name only, shall be assumed by and paid for by **WIFE**, and **WIFE** agrees to indemnify, save and hold **WIFE** 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 the **HUSBAND** against any such claim or demand, whether or not well-founded.

5. MARITAL PERSONAL PROPERTY:

A. Furniture and other personal items have been divided between the parties as of signing of this agreement, 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. Title to a 1999 Chevrolet Monte Carlo shall be signed and delivered to **HUSBAND** as per the terms and conditions of Paragraph 4(A)(1) herein. **HUSBAND** shall hereafter make any and all payments for the lease and/or purchase of the same and shall agree to save, keep and hold **WIFE** harmless for any liability for payment of the same.

C. Title to a 1989 Chevrolet S-10 Pick Up Truck shall be signed and delivered to **WIFE**.

D. Title to a Kawasaki 4-Wheeler currently held in both names shall be transferred to **WIFE**. **WIFE** agrees to indemnify, save and hold **HUSBAND** harmless from any liability for payment of the same.

E. The riding lawn mower shall be retained by **WIFE**.

F. The dogs shall be retained by **WIFE**.

6. **MARITAL REAL PROPERTY:** **HUSBAND** and **WIFE** are the owners of real property. 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 real property located in Boggs Township, Clearfield County, Pennsylvania, consisting of 40 acres, more or less, and subject to the terms and conditions as stated in Paragraph 4(A)(2) herein. **WIFE** shall execute a deed transferring her interest to **HUSBAND** at signing of this Agreement. **HUSBAND** shall be responsible for the costs of the preparation of said deed and recording. Said deed shall be held in escrow at the Law Office of David C. Mason until **HUSBAND** refinances the joint mortgage thereon held with County National Bank, removing **WIFE'S** name from same. It is further agreed between the parties that until **HUSBAND** sells this vacant

tract of land, **HUSBAND** shall pay all mortgage payments to County National Bank in a timely fashion, and upon the sale of the same, **HUSBAND** shall pay one-half the net proceeds from the said sale unto **WIFE**.

B. **HUSBAND** agrees to convey unto **WIFE** all of his right, title and interest in and to the real property located in Wallaceton Borough, Clearfield County, Pennsylvania. **HUSBAND** shall execute a deed at signing of this Agreement. **HUSBAND** shall be responsible for the costs of the preparation of said deed and **WIFE** shall be responsible for the costs of recording.

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 divided equally between the parties.

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:** **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. Commencing with the signing of this Agreement, except as expressly provided herein, it shall hereafter be the sole responsibility of each party to sustain himself or herself without seeking alimony or

spousal support from the other party.

10. PENSIONS AND LIFE INSURANCE: HUSBAND and WIFE agree to waive and release any rights they may have against the other in any pension, IRA or 401k and life insurance policies they may have, and agree with each other that they shall provide mutual cooperation with each other in executing and delivering any releases or waivers necessary to effectuate the provisions of this paragraph.

11. WAIVERS OF CLAIMS AGAINST ESTATE: Except as herein otherwise provided, each party may dispose of her or his property in any way, 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, 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 intestate, 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.

OK

12. 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.

13. BREACH: If either party breaches any provision of this Agreement, the other party shall have the right, at his or her own 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 Agreement shall be responsible for payment of reasonable legal fees, expenses and costs incurred by the other in enforcing the rights under this Agreement.

14. 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 all rights he or she may now have or hereafter 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, equitable distribution, right to 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.

15. 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.

16. 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 Court of

Common Pleas of Centre County filed to No. 00-232-CD. The parties shall execute an Affidavit of Consent and Waiver at the proper time, ninety (90) days after filing of the Divorce Complaint.

17. 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.

18. 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.

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

20. 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, 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.

ATTEST:

Dennis R. Cole (SEAL)
Dennis R. Cole
Krista D. Cole (SEAL)
Krista D. Cole

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield :ss:

On the 10 day of April, 2000, before me, a Notary Public, the undersigned officer, personally appeared **DENNIS R. COLE**, known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.

Paula A. Peterson

N.P.

Notarial Seal

Paula A. Peterson, Notary Public
Chester Hill Borough, Clearfield County
My Commission Expires Dec. 09 2002

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE :ss:

On the 13th day of April, 2000, before me, a Notary Public, the undersigned officer, personally appeared **KRISTA D. COLE** known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.

Kathy L. Beltz

N.P.

NOTARIAL SEAL

KATHY L. BELTZ, NOTARY PUBLIC
PHILIPSBURG BORO., CENTRE COUNTY
MY COMMISSION EXPIRES OCT. 13, 2003

FILED
OCT 18 2000
JUL 18 2000
William A. Shaw
Prothonotary

CC
Amy Thompson

