

00-236-11
KIMBERLY L. PEOPLES -vs- ASHLEY B. PEOPLES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00-236 -CD
vs. :
ASHLEY B. PEOPLES : IN DIVORCE
Defendant :
:

CASE NUMBER: 00-236 -CD

TYPE OF CASE: Divorce

TYPE OF PLEADING: COMPLAINT IN DIVORCE

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: WARREN B. MIKESELL II, ESQUIRE
Supreme Court I.D. #63717
115 East Locust Street
Clearfield, PA 16830
(814) 765-6605

CHILDREN OF THIS MARRIAGE UNDER AGE OF 18:

NONE.

CHILDREN OF THIS MARRIAGE OVER AGE OF 18:

NONE.

FILED

FEB 24 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00- -CD
vs. :
ASHLEY B. PEOPLES : IN DIVORCE
Defendant :
:

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court for:

[X]	Divorce	[]	Annulment of Marriage
[]	Support	[]	Custody and Visitation
[]	Division of Property	[]	Alimony
[]	Temporary Alimony	[]	Attorney Fees
[]	Costs		

If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a Decree of Divorce or Annulment may be entered against you by the Court. A judgment may also be entered against you for any other claim or relief or other rights important to you, including custody or visitation of your children.

When the ground for divorce is indignities or irretrievable breakdown of the marriage you may request marriage counseling. A list of marriage counselors is available in the office of the Prothonotary at Clearfield County Courthouse, Clearfield, Pennsylvania, 16830.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Street
Clearfield, PA 16830

(814) 765-2641 Ex. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00- -CD
VS. :
ASHLEY B. PEOPLES : IN DIVORCE
Defendant :
:

C O M P L A I N T

AND NOW, Comes the Plaintiff, KIMBERLY L. PEOPLES, who by and through her attorney, Warren B. Mikesell, II, Esquire, presents the following Complaint in Divorce:

COUNT I - DIVORCE/GROUNDS FOR DIVORCE (ADULTERY) 3301(a)(2)

1. That the Plaintiff, KIMBERLY L. PEOPLES, is an adult individual who is presently residing at RD #1, Box 125, Clearfield, Pennsylvania, 16830.
2. That the Defendant, ASHLEY B. PEOPLES, is an adult individual who is presently residing at RD #1, Box 125, Clearfield, Pennsylvania, 16830.
3. The Plaintiff has been a bona fide resident in the Commonwealth of Pennsylvania for at least six (6) months immediately prior to filing this complaint.
4. That Plaintiff and Defendant were married on June 19, 1982, in Clearfield, Pennsylvania.
5. There has been no prior action for divorce or annulment instituted by either of the parties in this or any other jurisdiction.

6. That the Plaintiff avers that grounds exist under 23 Pa.C.S. §3301(a)(2) wherein the Defendant has openly admitted to have committed adultery over a period of years prior to the filing of this Complaint.

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

8. WHEREFORE, Plaintiff requests your Honorable Court to enter a decree in divorce, divorcing the Plaintiff and Defendant absolutely.

COUNT II - DIVORCE/IRRETRIEVABLE BREAKDOWN 3301(c) and/or (d)

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

10. In the event that the Defendant will consent to the entry of a divorce decree, Plaintiff avers grounds under 23 Pa.C.S. §3301(c) and/or (d) whereby there has been an irretrievable breakdown of the marriage relationship of the parties within the meaning of Act. No. 26 of the Commonwealth of Pennsylvania, Section 3301(c) and/or (d) insofaras the Defendant, in violation of his marriage vows and the laws of the Commonwealth of Pennsylvania, has committed adultery and such other indignities to the person of the Plaintiff so as to make her condition intolerable and life burdensome.

11. WHEREFORE, Plaintiff request your Honorable Court to enter a decree in divorce, divorcing the Plaintiff and Defendant absolutely.

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

Date: 2/23/00

Kimberly L. Peoples
Kimberly L. Peoples
Plaintiff

Warren B. Mikesell II
Warren B. Mikesell II, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

A F F I D A V I T

Before me, the undersigned officer, personally appeared, KIMBERLY L. PEOPLES, who being duly sworn according to law deposes and says that the facts set forth in the foregoing **COMPLAINT IN DIVORCE** are true and correct to the best of her knowledge, information, and belief.

Kimberly L. Peoples
Kimberly L. Peoples

Sworn to and subscribed
before me this 23rd day
of February, 2000.

Kimberly L. Peoples, Jr.

In The Court of Common Pleas
of
Clearfield County, Pennsylvania

No. _____

Kimberly L. Peoples
Plaintiff

Versus

Ashley B. Peoples
Defendant

Complaint In Divorce

3/24/2014
11:35 AM
Att. of Counsel
pd GLCC

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

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00-236-CD
VS. :
ASHLEY B. PEOPLES, : IN DIVORCE
Defendant :
:

CERTIFICATE OF SERVICE

I, Warren B. Mikesell, II, Esquire, verify that on February 24, 2000, at 5:15 p.m., I did serve, by personal service, a true and correct copy of the COMPLAINT IN DIVORCE filed in the above captioned matter to the Defendant, Ashley B. Peoples, at 306 West Pine Street, Clearfield, PA, 16830.

I understand that false statements herein are made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.



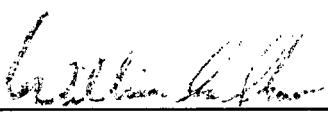
Warren B. Mikesell, II
Attorney for Plaintiff

Sworn to and subscribed
before me this 25th day
of February, 2000.

FILED

FEB 28 2000

William A. Shaw
Prothonotary



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

FILE

DEB 28 2000
09/02/03 cc AM
William A. Shaw
Prothonotary *Ernest*
Miscell

WILLIAM A. SHAW
Esq., Attorney
W.A. Cullinan & Associates
1414 16th Street, N.W. 20036
Counseling for Compensation, P.A.

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

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00-236-CD
vs. :
ASHLEY B. PEOPLES : IN DIVORCE
Defendant :
:

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

Transmit the record, together with the following
information, to the court for entry of a divorce decree:

1. Grounds for divorce: Irretrievable breakdown under
Section 3301(c) of the Divorce code.

2. Date and manner of service of the complaint:

February 24, 2000, by personal service as evidenced by the
Affidavit filed to the above caption on February 28, 2000.

3. Date of execution of the affidavit of consent required
by Section 3301(c) of the Divorce Code: by Plaintiff _____
May 25, 2000; by Defendant May 24, 2000.

4. Related claims pending: None

5. Plaintiff request that a divorce decree be entered.

Kimberly L. Peoples
Kimberly L. Peoples

FILED

WAS
MAY 26 2000
6/10/00 WAS
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00-236-CD
vs. :
ASHLEY B. PEOPLES : IN DIVORCE
Defendant :
:

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under Section 3301(c) of the Divorce Code was filed on February 24, 2000.

2. The marriage of 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 under Section 3301(c) of the Divorce Code without the need for a filing and approval of a Petition for Modification of the Divorce Complaint filed in the above matter.

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.

5. Any and all property rights between the above listed Plaintiff and Defendant have been resolved to the satisfaction of both parties, and I, the above named Plaintiff, do not wish to reserve any such issues for the Court to decide in the future.

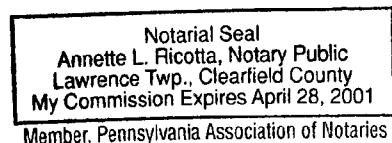
6. I have been advised of the availability of counseling and that I may request the court to require as such where a Complaint has been filed under 3301(a), 3301(c) or 3301(d).

I verify 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 5/25/00

Sworn to and subscribed
before me this 25 day
of May, 2000.

Annette L. Ricotta



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES,	:	
Plaintiff	:	No. 00-236-CD
vs.	:	
	:	
ASHLEY B. PEOPLES	:	IN DIVORCE
Defendant	:	

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

1. I consent to the entry of a final decree in divorce without notice.

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

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

I verify 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 5/25/00

Kimberly L. Peoples
Kimberly L. Peoples

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00-236-CD
vs. :
ASHLEY B. PEOPLES : IN DIVORCE
Defendant :
:

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under Section 3301(c) of the Divorce Code was filed on February 24, 2000.
2. The marriage of 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 under Section 3301(c) of the Divorce Code without the need for a filing and approval of a Petition for Modification of the Divorce Complaint filed in the above matter.
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.
5. Any and all property rights between the above listed Plaintiff and Defendant have been resolved to the satisfaction of both parties, and I, the above named Plaintiff, do not wish to reserve any such issues for the Court to decide in the future.
6. I have been advised of the availability of counseling and that I may request the court to require as such where a Complaint has been filed under 3301(a), 3301(c) or 3301(d).

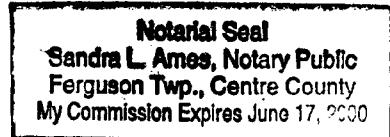
I verify the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATE 05/24/00


Ashley B. Peoples
COMMONWEALTH OF PA
CENTRE COUNTY

Sworn to and subscribed
before me this 24th day
of MAY, 2000.


COMMISSION EXPIRES 06/17/00



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES, :
Plaintiff : No. 00-236-CD
vs. :
ASHLEY B. PEOPLES : IN DIVORCE
Defendant :
:

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

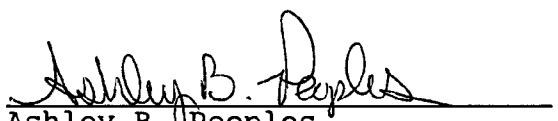
1. I consent to the entry of a final decree in divorce without notice.

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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 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 05/24/00

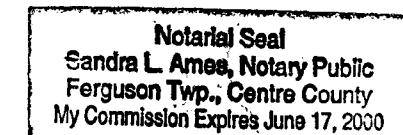


Ashley B. Peoples

Sworn to and subscribed before me
this 24th day of MAY 2000



Sandra L. Ames
COMMISSION EXPIRES 06/17/00
COMMONWEALTH OF PA
CENTRE COUNTY



Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL STATISTICS

COUNTY CLEARFIELD		DIVORCE <input checked="" type="checkbox"/>		RECORD OF OR ANNULMENT (CHECK ONE) <input type="checkbox"/>		STATE FILE NUMBER STATE FILE DATE	
<p>HUSBAND</p> <p>1. NAME (First) Ashley (Middle) Bryan (Last) Peoples 2. DATE (Month) 03 (Day) 12 (Year) 1963</p> <p>3. RESIDENCE Street or R.D. RR 2 Box 318, Munson, City, Boro. or Twp. County State 4. PLACE OF BIRTH (State or Foreign Country) Clearfield, PA</p> <p>5. NUMBER OF THIS MARRIAGE 1 6. RACE WHITE <input checked="" type="checkbox"/> NEGRO <input type="checkbox"/> 7. USUAL OCCUPATION Technician</p> <p>8. MAIDEN NAME (First) Kimberly (Middle) Lou (Last) Witters 9. DATE OF BIRTH (Month) 10 (Day) 19 (Year) 1963</p> <p>10. RESIDENCE Street or R.D. RD#1 Box 125, Clearfield, Clfd. Co., PA, 16830 City, Boro. or Twp. County State 11. PLACE OF BIRTH (State or Foreign Country) Clearfield, PA</p> <p>12. NUMBER OF THIS MARRIAGE 1 13. RACE WHITE <input checked="" type="checkbox"/> NEGRO <input type="checkbox"/> 14. USUAL OCCUPATION Customer Service Supervisor</p> <p>15. PLACE OF THIS MARRIAGE Clearfield County, PA 16. DATE OF THIS MARRIAGE 06/19/1982</p> <p>17A. NUMBER OF CHILDREN THIS MARRIAGE 0 17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0 18. PLAINTIFF HUSBAND WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> 19. DECREE GRANTED TO HUSBAND WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/></p> <p>20. NUMBER OF CHILDREN TO CUSTODY OF 0 HUSBAND WIFE OTHER (Specify) 21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301 (c)</p> <p>22. DATE OF DECREE (Month) (Day) (Year) 23. DATE REPORT SENT TO VITAL STATISTICS (Month) (Day) (Year)</p> <p>24. SIGNATURE OF TRANSCRIBING CLERK</p>							

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES,	:	
Plaintiff	:	No. 00-236-CD
VS.	:	
	:	IN DIVORCE
ASHLEY B. PEOPLES	:	
Defendant	:	

DIVORCE DECREE

AND NOW, to wit: this 26 day of May, 2000, it is ORDERED, ADJUDGED, and DECREED that Kimberly L. Peoples, Plaintiff, and Ashley B. Peoples, Defendant, shall be and hereby are divorced from the bonds of matrimony. Thereupon all 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.

FURTHER, that certain Property Settlement Agreement between the parties dated May 3, 2000, (a copy of which is filed of record) is hereby approved and is incorporated herein by reference as a part of this divorce decree and is hereby adopted by the Court as its adjudication of all issues and claims raised herein and contained in said agreement. Said agreement shall not merge with, but shall survive, this decree.

AND FURTHER, the Court retains jurisdiction to hereafter enter a Qualified Domestic Relations Order, if necessary, to effectuate the provisions of said agreement.

BY THE COURT:



Judge

FILED

PROPERTY SETTLEMENT AGREEMENT

00-236-CD

MAY 30 2000

THIS AGREEMENT, entered into in triplicate this 3 day of May, 2000, is by and between: KIMBERLY L. PEOPLES, William A. Shamus, party of the first part, hereinafter referred to as "WIFE" and Prothonotary ASHLEY B. PEOPLES, party of the second part, hereinafter referred to as "HUSBAND."

WITNESSETH:

WHEREAS, the parties hereto are WIFE and HUSBAND, having been married on June 19, 1982; and

WHEREAS, differences have arisen between WIFE and HUSBAND, as a result of which it is the desire of the parties after long and careful consideration, to live separate and apart for the rest of their natural lives; the parties hereto are desirous of amicably adjusting, compromising, and settling 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 all disputes existing between them, including any and all claims for maintenance, support, alimony, equitable distribution, custody, counsel fees, and costs; and

WHEREAS, the parties wish to enter into an agreement for the division of their common property and to define their respective rights, duties and obligations; and

WHEREAS, WIFE is represented by legal counsel or has had the opportunity to review this matter with legal counsel of her choice; and

WHEREAS, HUSBAND is unrepresented by legal counsel at the time of the execution of this Agreement; and

WHEREAS, the parties hereto have exchanged full and complete information as to the property, assets, and liabilities owned and owed by WIFE and HUSBAND and full and complete information as to the financial status of both parties hereto; and

WHEREAS, the provisions of this Agreement and their legal effect have been fully explained to the parties, and each party acknowledges that he and she has received or has had the opportunity to receive independent legal advice from counsel of his or her selection, and that each has determined to complete this Agreement, and each party fully understands the facts and has been fully informed as to his or her legal rights and obligations, or has had the opportunity to receive independent legal advice, and each party acknowledges and accepts that this Agreement is, under the circumstances, fair and equitable, and

Kimberly L. Peoples
Kimberly L. Peoples

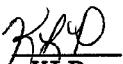
Ashley B. Peoples
Ashley B. Peoples

that it is being entered into freely and voluntarily after both parties have had the opportunity to consult with an attorney, if desired, and that the execution of this Agreement is not the result of any duress or undue influence and that it is not the result of any collusion or improper or illegal agreement or agreements; and


KLP

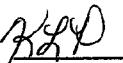

ABP

WHEREAS, WIFE and HUSBAND acknowledges that they are aware of the importance to them of independent competent legal and financial advice concerning the nature and extent of this Agreement and their rights under the DOMESTIC RELATIONS CODE OF PENNSYLVANIA, 23 Pa.C.S. Sections 101 et seq., as it pertains to his rights to alimony, alimony pendente lite, separate support and maintenance, and equitable division of marital property and that failure to file a claim for alimony, division of property, lawyer's fees or expenses before a divorce or annulment is granted may result in his loss of the right to claim any of them; and


KLP

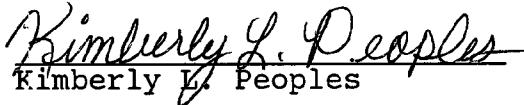

ABP

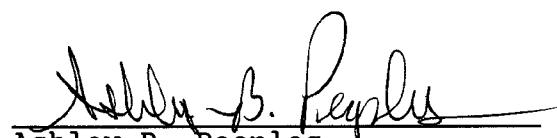
WHEREAS, WIFE and HUSBAND acknowledge by their initials hereafter and by their signatures at the bottom of every page, that they have read the entire agreement and that WIFE and HUSBAND understand that they have the right to independent counsel, had the opportunity and the means to consult with counsel and having such knowledge, WIFE and HUSBAND waive such representation knowingly and voluntarily; and


KLP


ABP

NOW, THEREFORE, the parties hereto, in consideration of the above recitals which are hereinafter incorporated by reference herein and deemed as an essential part hereof, and in consideration of mutual promises, covenants, and agreements hereinafter contained, and for other good and valuable considerations, each of the parties intending to be legally bound and to legally bind their heirs, successors, assigns, and personal representatives, do hereby covenant, promise and agree as follows:


Kimberly L. Peoples


Ashley B. Peoples

1. PARTIES TO LIVE SEPARATE AND APART

1. The parties mutually agree to live separate and apart as though the parties had not been married.

Neither party shall molest the other, nor compel the other to cohabit or in any way harass or malign the other, nor in any way interfere with the peaceful existence of the other or any other person or persons with whom they, hereafter, may establish a relationship with.

2. REAL PROPERTY

The parties acknowledge that neither HUSBAND nor WIFE own any real estate within or outside of the Commonwealth of Pennsylvania at the time of the execution of this Agreement; however, they currently have a leasehold for the marital residence situated at R.D. #1, Box 125, Clearfield, Pennsylvania, 16830. Effective immediately, WIFE shall have the exclusive right to the remaining period on said lease for the said marital residence as herein listed. WIFE will assume all future lease payments for the remainder of said lease and shall hold HUSBAND harmless for same. Further, WIFE shall negotiate a new lease with the landlord(s) upon the expiration of the current leasehold.

3. DIVISION OF PERSONAL PROPERTY

Other than as set forth hereinafter in this AGREEMENT, the parties have, except as provided herein, divided their tangible personal property between them and each is to keep all tangible personal property, marital and non-marital, which they presently have in their possession and/or control except as follows:

To WIFE:

a. The 1997 Ford Tauraus, AS IS.

b. The 1992 Ebtide fishing boat.

c. All household furnishings remaining in the marital residence as of the date of the execution of this document unless otherwise accounted for herein.

To HUSBAND:

a. The 19994 Ford F-150 Truck, AS IS, subject to HUSBAND being held solely responsible for any remaining payments on said vehicle, if any;

b. Husband's tools and personal belongings.

Kimberly L. Peoples
Kimberly L. Peoples

Ashley B. Peoples
Ashley B. Peoples

4. INCOME TAX FILING

The parties agree that they will file separate returns commencing in the year 2000.

5. MUTUAL DISCHARGE

WIFE relinquishes her inchoate intestate right in the estate of the HUSBAND and HUSBAND relinquishes his inchoate intestate right in estate of WIFE and each of the parties hereto by this presents for himself or herself, his or her heirs, executors, administrators, or assigns, does remise, release, quitclaim, and forever discharge the other party hereto, his or her heirs, executors, administrators, or assigns, or any of them of any and all claims, demands, damages, actions, causes of action or suits at law or in equity of whatsoever kind or nature for or because of a matter or thing done, omitted, suffered to be done by said party prior to and including the date hereof, except that this release shall in no way exonerate or discharge either party from the obligations and promises made and imposed by reason of this AGREEMENT.

Except as provided for in this Agreement, each of the parties hereto shall have the right to dispose of his or her property by Last Will and Testament or otherwise, and each of them agrees that the estate of the other, whether real, personal or mixed, shall be and belong to the person or persons who would have become entitled thereto as if the decedent had been the last to die. This provision is intended to constitute a mutual waiver by the parties of any right as to take against each other's Last Wills under the present or future laws of any jurisdiction whatsoever and is intended to confer third party beneficiary rights upon the other heirs and beneficiaries of each. Either party may, however, make such provision for the other as he or she may desire in and by his or her Last Will and Testament; and each of the parties further covenants and agrees that he or she will permit any Will of the other to be probated and allow administration upon his or her personal, real or mixed estate and effects to be taken out by the person or persons who would have been entitled to do so had HUSBAND or WIFE died during the lifetime of the other; and that neither HUSBAND or WIFE will claim against or contest the Will and the Estate of the other. Each of the parties hereby releases, relinquishes and waives any and all rights to act as executor or executrix or administrator or ADMINISTRATRIX of the other party's estate. Each of the parties hereto further covenants and agrees for himself and herself and his and her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any of the rights relinquished under this paragraph, provided however,

Kimberly L. Peoples
Kimberly L. Peoples

Ashley B. Peoples
Ashley B. Peoples

notwithstanding anything to the contrary herein contained, there shall be excluded from such waiver and release such rights, if any, as HUSBAND and WIFE may have under the Social Security laws of the United States and in particular, HUSBAND and WIFE reserve unto themselves the right to claim and receive such Social Security benefits as may be due to them, if any, as a result of or arising out of their marriage.

6. INTENT OF PARTIES

The parties acknowledge that they are fully aware of the education, income, and income potential of the other and that they have full knowledge of, or have had the opportunity to obtain such knowledge by disclosure by the other party, of the assets owned by the other party. Knowing same, and having received the advice of their respective attorneys (or having had the opportunity to obtain such advice), each of the parties hereto, for himself or herself, his or her heirs, successors, and assigns, does hereby waive, relinquish, and surrender forever any further claim to equitable distribution of marital property (except for the distribution of division of property set forth herein), alimony, alimony pendente lite, and counsel fees and expenses except as provided herein and all as provided by the DOMESTIC RELATIONS CODE OF PENNSYLVANIA, 23 Pa.C.S. Sections 101 et seq., it being the intention of the parties hereto to accept the provisions of this agreement as a full and complete division of their property, adjustment of their various claims and rights against the other, and total satisfaction of their obligations arising from their marriage.

INTENDED TAX RESULT AND INDEMNIFICATION: By this Agreement, the parties have intended to effectuate and by this Agreement have equitably divided their marital property. The parties have determined that such equitable division conforms to a right and just standard with regard to the rights of each party. The division of existing marital property is not, except as may be otherwise expressly provided herein, 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. As a part of the equitable division of the marital properties and the marital settlement herein contained, the parties agree to save and hold each other harmless from all income taxes assessed against the other resulting from the division of the property as herein provided.

7. WAIVER OF PENSION AND EMPLOYEE BENEFITS

WIFE hereby relinquishes to HUSBAND and disclaims any claim to HUSBAND's interest in any pension plan, profit-sharing plan, or other employee benefit plan, if any, provided by any current or former employer.

Kimberly L. Peoples
Kimberly L. Peoples

Ashley B. Peoples
Ashley B. Peoples

HUSBAND hereby relinquishes to WIFE and disclaims any claim to WIFE'S interest in any pension plan, profit-sharing plan, or other employee benefit plan, if any, provided by their respective employers.

Both parties acknowledge that they have received information regarding the existence or non-existence of such employment benefits and are satisfied with the information so provided. Furthermore, both parties agree that the final Decree shall contain a provision whereby the Court retains jurisdiction to enter such Qualified Domestic Relations Orders, if any, as may be required from time to time to effectuate the provisions of this Agreement.

8. FINANCIAL DISCLOSURE STATEMENT

The parties waive their rights to require the filing of financial statements by the other, although they have been advised that it is their legal right to have such disclosures prior to entering this AGREEMENT. By executing the AGREEMENT, the parties are acknowledging satisfaction with the information presently available to them.

9. ADDITIONAL CONSIDERATIONS

WIFE shall receive in consideration of this Agreement from HUSBAND, the sum of 100 dollars per month for a period of 10 months commencing on 1/1/2000.

10. AFTER-ACQUIRED PROPERTY

Each of the parties shall hereafter, own and enjoy, independently of any claim or right of the other, all items of property, be they personal, real, or mixed, tangible or intangible, which was acquired subsequent to separation and hereafter acquired by him or her, are hereafter acquired by him or her with full power to dispose of the same as fully and effectively, in all respects and for all purposes, as though he or she were unmarried.

11. PARTIES' DEBTS AND OUTSTANDING OBLIGATIONS

a. The parties agree to close any opened accounts in the joint names of the parties hereto or to change the name into the individual name of one of the parties hereto. Each party shall be responsible for any indebtedness in the name of that party alone not otherwise provided for herein.

b. The parties represent and warrant to each other that since separation they have not incurred any debts or made any contracts other than for the necessities for which they or their

Kimberly L. Peoples
Kimberly L. Peoples

Ashley B. Peoples
Ashley B. Peoples

estate shall be liable. The parties shall not contract or incur any debt or liability for which the other spouse's property or estate might be responsible and shall indemnify and hold harmless the other spouse by reason of debts and obligations incurred by him or her, and in the event the other spouse shall, any time hereafter, be obliged to pay any debts incurred by him or her, the other spouse shall be immediately reimbursed.

c. The parties represent that they shall be responsible for any and all remaining balances due on the motor vehicles listed in Paragraph 2 being distributed to him or her herein and each will save, indemnify and hold harmless the other spouse by reason of debts and obligations incurred by him or her for their respective motor vehicles, if any, and in the event the other spouse shall, any time hereafter, be obliged to pay any debts incurred by him or her for the said listed motor vehicle, the other spouse shall be immediately reimbursed.

12. ALIMONY

By the execution of this document, the parties hereby represent and warrant to each other that each waives any claims that he or she may have had or will have to alimony, alimony pendente lite, separate spousal support payments and/or maintenance payments from the other as permitted by Pennsylvania law. The parties agree that any and all spousal support shall cease as of the date of the entry of the final Divorce Decree.

13. COUNSEL FEES

WIFE and HUSBAND shall be responsible for payment of their respective attorney's fees and costs.

14. REPRESENTATION BY COUNSEL

The provisions of this AGREEMENT and their legal effect have been fully explained to WIFE by her legal counsel of her choice. HUSBAND acknowledges that he is aware of the importance to him of independent competent legal and financial advice concerning the nature and extent of this Agreement and his rights under the DOMESTIC RELATIONS CODE OF PENNSYLVANIA, 23 Pa.C.S. Sections 101 et seq., as it pertains to his rights to alimony, alimony pendente lite, separate support and maintenance, and equitable division of marital property; furthermore, HUSBAND acknowledges that he knowingly and voluntarily waives his right to representation by independent legal counsel. Each party acknowledges that he/she has received, or has had the opportunity to receive, advice from independent counsel; that each fully understands the facts and has been fully informed as to his/her legal rights and obligation, or has had the opportunity to receive advice from independent counsel; that each party

Kimberly L. Peoples
Kimberly L. Peoples

Ashley B. Peoples
Ashley B. Peoples

acknowledges and accepts that this AGREEMENT is, under all the circumstances, fair and equitable; and that it is being entered into freely and voluntarily after having received such advice and such knowledge; that execution of this AGREEMENT is not the result of any collusion or improper or illegal agreement or agreements. In addition, each party hereto acknowledges that he or she has been fully advised by counsel, or has had the opportunity to independent legal advice, of the impact of the DOMESTIC RELATIONS CODE OF PENNSYLVANIA, 23 Pa.C.S. Section 101 et seq. Each acknowledges that each has conducted a full and thorough investigation of all the assets of the parties and is satisfied with the distribution of assets as set forth in the AGREEMENT and that it is fair and equitable.

15. FILING OF DIVORCE WITH AFFIDAVIT OF CONSENT

WIFE has filed a divorce action in the COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA. No later than ninety (90) days from the filing of the Complaint in Divorce, knowing that the marriage is irretrievably broken and that it shall be dissolved pursuant to Section 3301 (c) of the DOMESTIC RELATIONS CODE OF PENNSYLVANIA the parties agree to the following:

1. Both WIFE and HUSBAND shall have executed an Affidavit consenting to the entry of the final decree in divorce.
2. WIFE shall cause the Affidavits to be filed of record and the divorce finalized.
3. Unless either party shall have requested counseling prior to the filing of the Affidavits of consent, the right to so request shall be deemed waived.
4. Both parties shall have executed a Waiver of Notice.

16. WAIVER OF PENNSYLVANIA DIVORCE CODE RIGHTS

All property set apart herein, either now or in the future as the separate property of either HUSBAND or WIFE, and all property now owned by or titled to HUSBAND or WIFE individually and all property acquired by HUSBAND or WIFE individually at any time after the execution of this Agreement, shall remain the separate property of HUSBAND or WIFE and shall under no circumstances be considered as or deemed to be or construed to be "Marital Property" as that term is used in the Pennsylvania "Divorce Code", and such property shall expressly not be subject to equitable distribution, nor shall any appreciation of value of such property be subject to equitable distribution. This Agreement shall be deemed to be and construed to be a valid Agreement for the purposes of waiving the provisions concerning equitable distribution as that term is used in the Pennsylvania "Divorce Code".

Kimberly L. Peoples
Kimberly L. Peoples

Ashley B. Peoples
Ashley B. Peoples

17. AGREEMENT TO BE INCORPORATED INTO DIVORCE

The parties agree that the terms of this AGREEMENT shall be incorporated into any divorce decree which may be entered with respect to them. The parties further agree that the COURT of COMMON PLEAS OF CLEARFIELD COUNTY where the Divorce decree shall be entered shall retain continuing jurisdiction over the parties and the subject matter of this AGREEMENT for the purpose of enforcement of any of the provisions thereof.

18. 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 waiver of any subsequent default of the same or similar nature.

19. 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 damage for such breach, or seek such other remedies or relief as may be available to him or her, and the party breaching this contract shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this AGREEMENT.

20. ENTIRE AGREEMENT

This AGREEMENT contains the entire understandings of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

21. SITUS

This AGREEMENT shall be construed and governed in accordance with the laws of the COMMONWEALTH OF PENNSYLVANIA.

22. PROMPT EXECUTION OF ADDITIONAL INSTRUMENTS

Each of the parties, from time to time, at the request of the other, shall 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.

Kimberly L. Peoples
Kimberly L. Peoples

Ashley B. Peoples
Ashley B. Peoples

23. 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.

IN WITNESS WHEREOF, the parties hereto, after full disclosure made, have signed, sealed, and acknowledged this AGREEMENT in two counterparts, each of which shall constitute an original.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Annette J. Biotta
WITNESS

Kimberly L. Peoples
Kimberly L. Peoples

Annette J. Biotta
WITNESS

Ashley B. Peoples
Ashley B. Peoples

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

On this 03 day of May, 2000, before me the undersigned officer, personally appeared Kimberly L. Peoples known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement, and acknowledged that she has executed the same for the purpose therein contained.

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

Annette L. Ricotta

Notarial Seal
Annette L. Ricotta, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires April 28, 2001
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

On this 03 day of May, 2000, before me the undersigned officer, personally appeared Ashley B. Peoples known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement, and acknowledged that he has executed the same for the purpose therein contained.

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

Annette L. Ricotta

Notarial Seal
Annette L. Ricotta, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires April 28, 2001
Member, Pennsylvania Association of Notaries

FILED

AS
MAY 30 2000
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. PEOPLES, Plaintiff : No. 2000-236-CD
vs. :
ASHLEY B. PEOPLES, Defendant. : IN DIVORCE

ELECTION TO RESUME PRIOR NAME

TO WILLIAM A. SHAW, PROTHONOTARY:

Pursuant to the Act of General Assembly of the Commonwealth of Pennsylvania, of December 16, 1982, P.L. 1309, No 295, I KIMBERLY L. PEOPLES, a/k/a KIMBERLY LOU PEOPLES, Plaintiff in the above captioned case, in which a Decree of Divorce from the bonds of matrimony was entered on May 26, 2000, do hereby avow my intention and do hereby elect to resume my prior maiden name of KIMBERLY LOU WITTERS.

FILED

JUN 07 2000

William A. Shaw
Prothonotary

Kimberly Lou Witters
Kimberly Lou Witters

Formerly,

Kimberly Lou Peoples
Kimberly Lou Peoples

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

On this 6 day of June, 2000, before me the undersigned officer, personally appeared Kimberly Lou Peoples 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 purpose therein contained.

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

My Commission Expires April 28, 2001

Annette L. Ricotta

Notarial Seal
Annette L. Ricotta, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires April 28, 2001

Member, Pennsylvania Association of Notaries

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FILED

JUN 07 2000
019,0214 Catty Mitchell
William A. Shaw
Prothonotary Catty Mitchell
Pd \$10.00
KBA



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

COPY

KIMBERLY L. PEOPLES
PLAINTIFF

vs.

NO. 00-236-CD

ASHLEY B. PEOPLES
DEFENDANT

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in Divorce from the bonds of matrimony has been granted in the above captioned matter on the 26th day of May, 2000 and that the Plaintiff, KIMBERLY LOU PEOPLES hereby elects to retake and hereafter use her prior name of KIMBERLY LOU WITTERS, and gives this written notice avowing her intention in accordance with the provisions of 54 Pa.C.S.A. Section 704.

KIMBERLY LOU PEOPLES

TO BE KNOWN AS:

KIMBERLY LOU WITTERS

Certified from the record this
7th day of June, A.D.
2000.

William A. Shaw, Prothonotary