

00-263-CD  
ANDREA L. CONKLIN -vs- KEVIN R. CONKLIN

**BELIN & KUBISTA**

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

**FILED**

FEB 28 2000

William A. Shaw  
Prothonotary

cc - atty Kubista  
att'y Kubista  
PC # 105.00

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

ANDREA L. CONKLIN,

Plaintiff

vs.

KEVIN R. CONKLIN,

Defendant

No. 00-263-00

COMPLAINT IN DIVORCE

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

Kevin R. Conklin, Jr.  
d.o.b. February 21, 1997  
age: 3 years

FILED

FEB 28 2000

William A. Shaw  
Prothonotary

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

ANDREA L. CONKLIN,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
KEVIN R. CONKLIN,	:	
	:	
Defendant	:	

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court for

<input checked="" type="checkbox"/> Divorce	<input type="checkbox"/> Annulment of Marriage
<input type="checkbox"/> Support	<input checked="" type="checkbox"/> Custody and Visitation
<input checked="" type="checkbox"/> Division of Property	<input type="checkbox"/> Alimony
<input type="checkbox"/> Temporary Alimony	<input checked="" type="checkbox"/> Attorneys Fees
<input checked="" type="checkbox"/> 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 in 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 requested in these papers by the Plaintiff. You may lose money or property 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 of Clearfield County, William B. Shaw, Prothonotary & Clerk of Courts, Clearfield County Courthouse, Clearfield, Pennsylvania

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  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

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

ANDREA L. CONKLIN,  
Plaintiff

vs.

KEVIN R. CONKLIN,  
Defendant

:  
:  
:  
:  
:  
:  
:

No.

DIVORCE UNDER SECTIONS 3301(C)  
AND 3301(D) OF THE DIVORCE CODE

COUNT I – DIVORCE

NOW COMES, the Plaintiff, ANDREA L. CONKLIN, by and through her attorneys, Belin & Kubista, and sets forth the following Complaint in Divorce and would aver as follows:

1. That Plaintiff is Andrea L. Conklin, an adult individual, currently residing at P.O. Box 156, Karthaus, Clearfield County, Pennsylvania, since January 15, 2000.
2. That Defendant is Kevin R. Conklin, an adult individual, currently residing at R.R. #1, Box 212H, West Decatur, Clearfield County, Pennsylvania, since October 1998.
3. That Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six months immediately previous to the filing of this Complaint.
4. That the Plaintiff and Defendant were married on July 31, 1999, in Karthaus, Clearfield County, Pennsylvania.
5. That there were no previous actions in divorce between the parties.
6. The marriage is irretrievably broken.

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

WHEREFORE, Plaintiff requests Your Honorable Court to enter a Decree in Divorce, divorcing Plaintiff and Defendant absolutely.

COUNT II – DIVORCE UNDER 3301(D)

8. Paragraphs one through seven of this Complaint are incorporated herein by reference as though set forth in full.

9. The parties have lived separate and apart for a period in excess of two (2) years in accordance with Section 3301(d ) of the Divorce Code.

WHEREFORE, Plaintiff requests Your Honorable Court to enter a Decree in Divorce, divorcing Plaintiff and Defendant absolutely.

COUNT III – EQUITABLE DISTRIBUTION

10. Paragraph one through nine of this Complaint are incorporated herein by reference and made a party hereof as though set forth in full.

11. Plaintiff and Defendant have legally and beneficially acquired property both real and personal during their marriage from July 31, 199 to January 15, 2000.

12. Plaintiff and Defendant have been unable to agree to an equitable division of said property to the date of the filing of this Complaint.

13. That an Inventory and Appraisement of all property owned or possessed by Plaintiff will be supplied in accordance with the Divorce Code.

WHEREFORE, Plaintiff requests Your Honorable Court to equitably divide all marital property.

COUNT IV – CUSTODY

14. Paragraph one through thirteen of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

15. Plaintiff seeks custody of the following child:

Kevin R. Conklin, Jr., d.o.b. February 21, 1997.

16. The child was born outside of wedlock.

17. The child is presently in the custody of Plaintiff, who resides at P.O. Box 156, Karthaus, Pennsylvania.

18. During the past five years, the child has resided with the following persons and at the following addresses:

Andrea L. Conklin and Kevin R. Conklin, at R.R. #1, Box 212H, West Decatur, Pennsylvania from birth until January 15, 2000.

Andrea L. Conklin, at P.O. Box 156, Karthaus, Pennsylvania from January 15, 2000 to the present.

19. The mother of the child is Andrea L. Conklin, who resides at P.O. Box 156, Karthaus, Pennsylvania.

20. She is married.

21. The father of the child is Kevin R. Conklin, who resides at R.R. #1, Box 212H, West Decatur, Pennsylvania.

22. He is married.

23. The relationship of the Plaintiff to the child is that of parent. The Plaintiff currently resides with the following persons:

Kevin R. Conklin, Jr. - Son

24. The relationship of Defendant to the child is that of parent. The Defendant currently resides alone.

25. Plaintiff has not participated as a party or witness, or in any capacity, in other litigation concerning the custody of the child in this or another court.

26. Plaintiff has no information of a custody proceeding concerning the child pending in a court of this Commonwealth.

27. Plaintiff does not know of a person not a party to the proceedings who has physical custody of the child or claims to have custody or visitation rights with respect to the child.

28. The best interest and permanent welfare of the child will be served by granting the relief requested because Plaintiff has been primary caretaker of the child since his birth and can provide a more stable environment conducive to the best interest of the child.

WHEREFORE, Plaintiff requests Your Honorable Court to grant physical custody of the child to Plaintiff.

COUNT V - ATTORNEY'S FEES, COSTS AND EXPENSES

29. Paragraphs one through twenty-eight of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

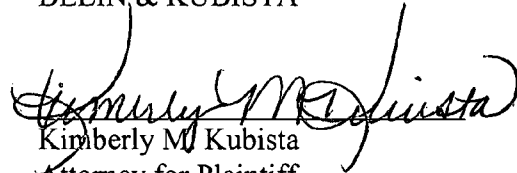
30. Plaintiff has employed Kimberly M. Kubista as counsel in this divorce action but is unable to pay the necessary and reasonable attorneys fees for said counsel and the expense and costs of this action.

WHEREFORE, Plaintiff requests Your Honorable Court to enter an award of



temporary counsel fees, costs and expenses as are deemed appropriate.

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

:

:

SS

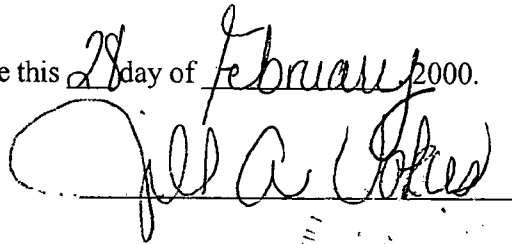
:

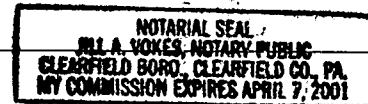
COUNTY OF CLEARFIELD

Before me, the undersigned Officer, personally appeared ANDREA L. CONKLIN, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint in Divorce are true and correct to the best of her knowledge, information and belief.

  
ANDREA L. CONKLIN

SWORN and SUBSCRIBED before me this 28 day of February 2000.





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

ANDREA L. CONKLIN,  
Plaintiff

vs.

KEVIN CONKLIN,  
Defendant

:  
:  
:  
:  
:  
:  
:

No. 00-263-CD

CERTIFICATE OF SERVICE

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

**FILED**

MAR - 2 2000

**William A. Shaw**  
**Prothonotary**

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

ANDREA L. CONKLIN,  
Plaintiff

vs.

KEVIN CONKLIN,  
Defendant

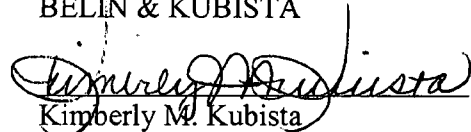
No. 00-263-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Complaint in Divorce and  
Children's First Program Brochure in the above captioned matter to the following party by  
certified mail, restricted delivery on February 29, 2000:

Kevin R. Conklin  
R.R. #1, Box 212H  
West Decatur, PA 16878

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

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

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☒ Restricted Delivery

Consult postmaster for fee.

**3. Article Addressed to:**

Kevin R. Conklin  
R.R. #1, Box 212H  
West Decatur, PA 16878

**4a. Article Number**

**4b. Service Type**

- ☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☒ Return Receipt for Merchandise ☐ COD

**7. Date of Delivery**

2/29/00 Betty Winding

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

**RESTRICTED  
DELIVERY**

**5. Received By: (Print Name)**

Kevin R Conklin

**6. Signature: (Addressee or Agent)**

X Kevin R Conklin

Thank you for using Return Receipt Service.

CLEARFIELD, PENNSYLVANIA 16830

P. O. BOX 1

15 NORTH FRONT STREET

BELIN & KUBISTA  
ATTORNEYS AT LAW

(2)

**FILED**

01/10:57pm  
MAR - 2 2000

William A. Shaw  
Prothonotary

*No copies*  
*W*

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

5x

FILED

JAN 05 2001  
0/3:29 p.m.  
William A. Shaw  
Prattman,  
no cc

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

ANDREA L. CONKLIN,  
Plaintiff

vs.

KEVIN CONKLIN,  
Defendant

:  
:  
:  
:  
:  
:  
:

No. 00-263-CD

PRAECIPE TO TRANSMIT THE  
RECORD, AFFIDAVITS OF  
CONSENT AND WAIVERS OF  
NOTICE OF INTENTION

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

**FILED**

JAN 05 2001

William A. Shaw  
Prothonotary



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

ANDREA L. CONKLIN,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-263-CD
	:	
KEVIN CONKLIN,	:	
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. That grounds for said Divorce were that there has been an irretrievable breakdown of the marriage relationship of the parties within the meaning of Section 3301(c) of the Divorce Code.

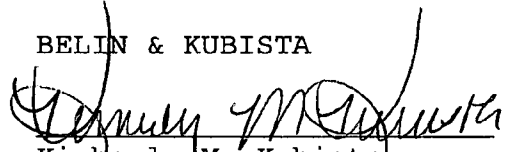
2. A Complaint alleging Section 3301(c) of the Pennsylvania Divorce code was filed on February 28, 2000 and service was made on Defendant by certified mail, restricted delivery, at R.R. #1, Box 212H, West Decatur, Pennsylvania on February 29, 2000.

3. That Affidavits of Consent and Waivers of Notice of Intention to said Divorce have been executed by Plaintiff on January 4, 2001 and by Defendant on December 29, 2000, which said Affidavits and Waivers are attached hereto as Exhibits "A", "B",

"C" and Exhibit "D", respectively.

4. Related claims pending: None.

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

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

ANDREA L. CONKLIN, :  
Plaintiff :  
vs. : No. 00-263-CD  
KEVIN CONKLIN, :  
Defendant :

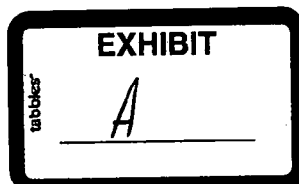
AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on February 28, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of the filing 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.
4. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

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

Date: 1/4/01

Andrea L. Conklin  
Andrea L. Conklin



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

ANDREA L. CONKLIN, :  
Plaintiff :  
vs. : No. 00-263-CD  
KEVIN CONKLIN, :  
Defendant :

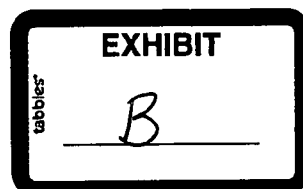
WAIVER OF NOTICE OF INTENTION TO REQUEST  
ENTRY OF A DIVORCE DECREE UNDER  
SECTION 3301(C) OF THE DIVORCE CODE

1. I consent to the entry of a final decree 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. Section 4904 relating to unsworn falsification to authorities.

Date: 1/4/01

Andrea L. Conklin  
Andrea L. Conklin



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

ANDREA L. CONKLIN,  
Plaintiff

vs.

No. 00-263-CD

KEVIN CONKLIN,  
Defendant

AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on February 28, 2000.


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

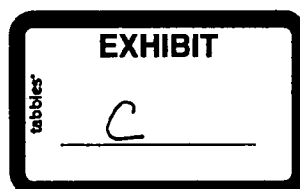
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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

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

Date: 12-29-00

  
Kevin R. Conklin



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

ANDREA L. CONKLIN,  
Plaintiff

vs.

No. 00-263-CD

KEVIN CONKLIN,  
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 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. Section 4904 relating to unsworn falsification to authorities.

Date:

12-29-00

  
Kevin R. Conklin

EXHIBIT

tabbies

D

## 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) (Middle) (Last) Kevin Conklin			2. DATE OF BIRTH (Month) (Day) (Year) 8/8/72		
3. RESIDENCE (Street or R.D. City, Boro. or Twp. County State) R.R. #1, Box 212H, West Decatur, Clearfield County, PA			4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
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 Laborer	

## WIFE

8. MAIDEN NAME (First) (Middle) (Last) Moore Andrea L. Conklin			9. DATE OF BIRTH (Month) (Day) (Year) 9/9/78		
10. RESIDENCE (Street or R.D. City, Boro. or Twp. County State) P.O. Box 156, Karthaus, Clearfield County, PA			11. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
12. NUMBER OF THIS MARRIAGE 1		6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		14. USUAL OCCUPATION Cook	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Clearfield County, Pennsylvania			16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 7/31/99		
17A. NUMBER OF CHILDREN THIS MARRIAGE 1		17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 1		18. PLAINTIFF HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	
19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		20. NUMBER OF CHILDREN TO CUSTODY OF 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)				22. DATE OF DECREE (Month) (Day) (Year)	
23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)				24. SIGNATURE OF TRANSCRIBING CLERK	

**BELIN & KUBISTA**

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830



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

ANDREA L. CONKLIN,  
Plaintiff

vs.

KEVIN CONKLIN,  
Defendant

:  
:  
:  
:  
:  
:  
:

No. 00-263-CD

DIVORCE DECREE

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

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

ANDREA L. CONKLIN,  
Plaintiff

vs.

KEVIN R. CONKLIN,  
Defendant


:  
:  
:  
:  
:  
:  
:

No.00-263-CD

DIVORCE DECREE

AND NOW, this 9 day of JANUARY, 2001, it  
is ORDERED and DECREED that ANDREA L. CONKLIN, Plaintiff and KEVIN  
R. CONKLIN, Defendant are divorced from the bonds of matrimony. A  
Marriage Settlement Agreement dated December 29, 2000 is  
incorporated herein by reference as though set forth in full.

BY THE COURT,

  
Judge

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

ANDREA L. CONKLIN,  
Plaintiff

vs.

No. 00-263-CD

KEVIN CONKLIN,  
Defendant

**MARRIAGE SETTLEMENT AGREEMENT**

THIS AGREEMENT made this 12 day of 29, 2000, between  
ANDREA L. CONKLIN, of P.O. Box 156, Karthaus, Clearfield County, Pennsylvania, hereinafter  
"WIFE",

A

N

D

KEVIN R. CONKLIN, of R.R. #1, Box 212H, West Decatur, Clearfield County, Pennsylvania,  
hereinafter "HUSBAND",

WITNESSETH:

WHEREAS, the parties were married on July 31, 1999; and

WHEREAS, there was one (1) minor child to this marriage; and

WHEREAS, the parties hereto have been living separate and apart for a period of  
time prior to the execution of this Agreement; and

WHEREAS, the parties desire to settle their property rights permanently and for all  
time; and

WHEREAS, both parties agree to relinquish any and all claims which either may

**FILED**

JAN 05 2001

**William A. Shaw**  
Prothonotary

have against any property now owned or belonging to the other or which may hereafter be acquired by either of them by purchase, gift, devise, bequest, inheritance or otherwise, except as to the obligations, covenants and agreements contained herein; and

WHEREAS, the parties hereto have each had the benefit of competent and independent legal advice by separate counsel;

NOW THEREFORE, the parties intending to be legally bound do covenant and agree:

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 he or she may from time to time choose or deem fit. The foregoing provisions shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness 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 he or she 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 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 all disputes existing between them, including any and all claims for Wife's and/or Husband's maintenance and/or for support, alimony, counsel fees and costs, custody and equitable distribution.

4. DEBTS: The Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities whatsoever, for which the other party or their property or their estates shall or may be or become liable or answerable, and they covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them, except as expressly provided in this Agreement.

5. EFFECT OF DIVORCE DECREE: The parties hereby acknowledge that Wife has commenced an action in divorce, indexed to Number 00-263-CD in the Court of Common Pleas of Clearfield County, Pennsylvania. The parties agree to execute an Affidavit of Consent and Waiver of Notice of Intention to Request Entry of Divorce Decree upon execution of this Agreement.

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

7. CHECKING AND SAVINGS ACCOUNTS: The parties agree that there are no checking or savings accounts in the name of Husband and Wife and that each has their own separate such accounts with respect to which the other will make no claim.

8. DIVISION OF PERSONAL PROPERTY: All items of personalty have been divided satisfactorily between the parties. Neither party shall make any claim to any such

property of the other.

9. MOBILE HOME: The parties are the owners of a mobile home which has a lien against it through Green Point Credit. Husband shall become sole owner of said mobile home and further agrees to indemnify and hold Wife harmless from any liability associated with the line. Husband shall seek refinancing for the lien held by Green Point Credit within sixty (60) days from the date of this Agreement in order to remove Wife's name from the same. Wife hereby agrees to execute any and all documentation necessary to effectuate the transfer of the mobile home to Husband upon him refinancing the same.

Should Husband not be able to refinance, then the mobile home shall be sold in order to remove Wife's name from the same.

10. 4-WHEELER: The parties are the owners of a 4-wheeler which has a lien against it through S & T Bank. Husband shall become sole owner of said 4-wheeler and further agrees to indemnify and hold Wife harmless from any liability associated with the lien. Wife hereby agrees to execute any and all documentation necessary to effectuate the transfer of the 4-wheeler to Husband.

11. CUSTODY: The parties are the parents of one (1) minor child; namely, Kevin R. Conklin, Jr., d.o.b. February 21, 1997.

a) Mother shall have primary physical custody of the child while Mother and Father shall share legal custody of said child.

b) Father shall have periods of partial custody of the child every other weekend from Saturday at 1:00 p.m. until Sunday or Monday at a time agreeable between the parties.

c) The parties agree to share the holidays as they can agree.

12. ALIMONY, ALIMONY PENDENTE LITE, COUNSEL FEES, COSTS

AND EXPENSES: Both parties waive any right they may have to alimony, alimony pendente lite, counsel fees, costs and expenses.

13. EXECUTION OF DOCUMENTS: Should it at any time, become necessary for either party to execute any titles, deeds or similar documents to give effect to this Agreement, it shall be done immediately upon request of the other party.

14. WAIVER OF CLAIMS AGAINST ESTATES: Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction; the rights to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, curtesy, statutory allowance, widow's allowance; the right to take property under equitable distribution; the right to take under the intestacy laws; the right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry in to effect this mutual waiver and relinquishment of all such interests, rights and claims.

15. 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. 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 party of the marital estate.

16. 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.

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

18. ADDITIONAL INSTRUMENTS: Each of the parties shall from time to time at the request of the other, execute acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

19. VOLUNTARY EXECUTION: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

20. 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.

21. 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.



22. 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.

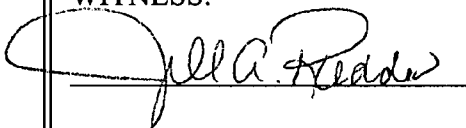
23. INDEPENDENT SEPARATE COVENANTS: It is specifically understood and agreed by and between the parties hereto that, each paragraph hereto shall be deemed to be a separate and independent covenant and agreement.

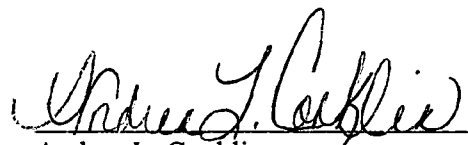
24. APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.


25. 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.

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

WITNESS:

  
\_\_\_\_\_

  
Andrea L. Conklin

  
Kevin R. Conklin

FILED 2CC  
JAN 03 2001  
William A. Shaw  
Prothonotary  
Atty Kabisita