

00-270-CD  
DONNA MARIE REED -vs- DAVID JEFFREY REED

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

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

COMPLAINT

Attorney  
81444321100

1cc Kelly  
D

Sherry & Sherry  
23 EAST PARK AVENUE  
DUBOIS, PENNSYLVANIA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

Dependant Child of the Parties:

MATTHEW DAVID REED  
d.o.b.: 05/12/81  
Age: 18 Years

: No. 00 - 270 - C.D  
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: Type of Case: DIVORCE  
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: Type of Pleading: COMPLAINT  
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: Filed on Behalf of: PLAINTIFF  
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: Counsel of Record for this Party:  
:  
: PAUL E. CHERRY, ESQ.  
: Supreme Court No.42945  
:  
: CHERRY & CHERRY  
: 23 E. Park Avenue  
: DuBois, PA 15801  
: (814) 371-3288  
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**FILED**

MAR 01 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

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: No. 00 - - C.D.  
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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 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 requested in these papers by the plaintiff. 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 marriage counselors is available in the Office of the Prothonotary at the Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

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

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

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

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: No. 00 - - C.D.  
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COMPLAINT

AND NOW, comes DONNA MARIE REED, Plaintiff herein, by her Attorneys, CHERRY & CHERRY, and brings this Complaint in Divorce against her husband, DAVID JEFFREY REED, on a cause of action upon which the following is a statement:

1. DONNA MARIE REED is the Plaintiff of this Complaint, residing at 100 Piney Lane, DuBois, Clearfield County, Pennsylvania 15801.
2. DAVID JEFFREY REED is the Defendant to this Complaint, residing at 100 Piney Lane, DuBois, Clearfield County, Pennsylvania 15801.
3. Both Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six (6) months immediately previous to the filing of this Complaint.
4. The parties were married on the 8th day of February in Falls Creek, Pennsylvania.
5. There have been no prior actions for divorce or annulment of marriage between the parties.
6. The marriage is irretrievably broken.
7. Plaintiff has been advised of the availability of counseling and that Defendant may have the right to request that the Court require the parties to participate in counseling.

## COUNT II - DIVORCE

8. Plaintiff hereby incorporates by reference all of the averments contained in Paragraphs 1 through 7 of this Complaint.

9. Plaintiff further avers that she is entitled to a divorce on the grounds of indignities as defined by the Divorce Code.

## COUNT III - DIVISION OF PROPERTY

10. Plaintiff hereby incorporates by reference all of the averments contained in Paragraphs 1 through 7 and Count II of this Complaint.

11. The Plaintiff and Defendant may have owned personal property prior to the marriage, which property has increased in value during the marriage and/or which has been exchanged for other property which has increased in value during the marriage, all of which property is marital property.

12. The parties purchased or otherwise obtained during the course of their marriage real and personal property which was held by the entireties.

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

## COUNT IV - ALIMONY PENDENTE LITE AND PERMANENT ALIMONY

14. Plaintiff hereby incorporates by reference all of the averments contained in Paragraphs I through 7 and Count II and III of this Complaint.

15. Plaintiff is employed by Rustic Acres Furniture in DuBois, Pennsylvania.

16. Plaintiff and Defendant are the owners of Rustic Acres Furniture in DuBois and Indiana, Pennsylvania.

17. The parties are not in equal economic situations nor are their earning capacities equal. Plaintiff cannot maintain the standard of living established during the marriage of the parties without the aid of and reasonable support from the Defendant at this time and for some time in the future.

18. That Plaintiff requires alimony from the Defendant until such time as her employment nets her a salary adequate to maintain the standard of living to which she has become accustomed.

19. That Plaintiff does not have sufficient funds to maintain herself during the pendency of this litigation and if she is not awarded sufficient funds, she will not be able to continue a defense of this action and will be severely prejudiced in her right to maintain such a defense.

COUNT V - ATTORNEY FEES, COSTS AND EXPENSES

20. Plaintiff hereby incorporates by reference all of the averments contained in Paragraphs 1 through 7 and Count II, III and IV of this Complaint.

21. Plaintiff has employed CHERRY & CHERRY as counsel but is unable to pay the reasonable and necessary attorney's fees for said counsel.

22. That the Plaintiff has no money to pay the fees and costs which will be incurred in this litigation and avers that Defendant is in the better position to pay all fees and costs because of his larger income.

WHEREFORE, Plaintiff prays that a decree be entered in favor of the Plaintiff and against the Defendant as follows:

(a) As to Count I, that a decree in divorce be entered divorcing DONNA MARIE REED from the bonds of matrimony between the said Plaintiff and said Defendant;

(b) As to Count II, that a decree in divorce be entered divorcing DONNA MARIE REED from the bonds of matrimony between the said Plaintiff and said Defendant;

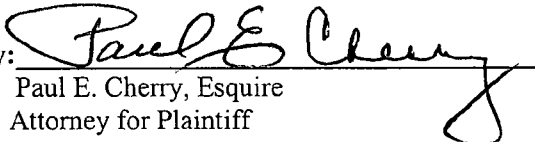
(c) As to Count III, that the marital property owned by Plaintiff and Defendant be distributed according to law and divided between a Master appointed to take evidence and determine the issues to the within Count;

(d) As to Count IV, that an Order awarding temporary alimony to the Plaintiff until final hearing and awarding permanent alimony thereafter;

(e) As to Count V, that an Order awarding Defendant to pay the Plaintiff's counsel fees, and the costs and expenses involved in this divorce action until final hearing and thereupon award any additional counsel fees, costs and expenses as are deemed necessary and appropriate; and

(f) Such other relief as the Court deems necessary and appropriate.

CHERRY & CHERRY

By:   
Paul E. Cherry, Esquire  
Attorney for Plaintiff



I, DONNA MARIE REED, the Plaintiff, 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 PA. C.S. Section 4904, relating to unsworn falsification to authorities.

  
Donna Marie Reed

Date: Feb. 21, 2000

IN THE COURT OF COMMON PLEAS OF  
CLEARFELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

PETITION FOR EXCLUSIVE OCCUPANCY  
OF MARITAL RESIDENCE

1 cc Amy  
01/15/01 Amy

*Sherry B. Sherry*  
23 EAST PARK AVENUE  
DUBOIS, PENNSYLVANIA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

Children of the Parties:

MATTHEW DAVID REED  
d.o.b.: 05/12/81  
Age: 18 Years

: No. 00-270 - C.D  
:  
: Type of Case: DIVORCE  
:  
: Type of Pleading: PETITION FOR  
: EXCLUSIVE OCCUPANCY OF  
: MARITAL RESIDENCE  
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: Filed on Behalf of: PLAINTIFF  
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: Counsel of Record for this Party:  
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: PAUL E. CHERRY, ESQ.  
: Supreme Court No.42945  
:  
: CHERRY & CHERRY  
: 23 East Park Avenue  
: DuBois, PA 15801  
: (814) 371-3288

**FILED**

MAR 01 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

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: No. 00 - - C.D.  
: IN DIVORCE  
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PETITION FOR EXCLUSIVE OCCUPANCY OF THE MARITAL RESIDENCE

The Petition of DONNA MARIE REED, Plaintiff herein, by her Attorneys, CHERRY & CHERRY, represents that:

1. DONNA MARIE REED is the Plaintiff and resides at 100 Piney Lane, DuBois, Clearfield County, Pennsylvania 15801.
2. DAVID JEFFREY REED is the Defendant and resides at 100 Piney Lane, DuBois, Clearfield County, Pennsylvania 15801.
3. Plaintiff and Defendant are husband and wife, having been married on the 8th day of February, 1974 in Falls Creek, Pennsylvania.
4. On or about February 21, 2000, Plaintiff instituted the above-captioned divorce action.
5. The parties share the marital premises at 100 Piney Lane, DuBois, Clearfield County, Pennsylvania 15801, with their child, MATTHEW DAVID REED.
6. Defendant has maintained an apartment in Indiana, Indiana County, Pennsylvania since July 21, 1999.
7. Since July 21, 1999, Defendant has subjected Plaintiff to numerous acts of mental cruelty in that:

- (a) Defendant has admitted that he has developed a personal relationship with another individual in Indiana, Pennsylvania; and
- (b) Defendant goes to bars constantly with the other individual after work and never comes home.
- (c) Defendant has shown through his conduct that he has no desire to reside at the marital residence.

8. Plaintiff is without the financial resources to move with the children to another location and Defendant is able to live in his Indiana apartment or has the financial ability to obtain separate living quarters in the area.

9. Despite numerous requests by Plaintiff to Defendant that he cease engaging in the above mentioned conduct and/or withdraw from the marital residence, Defendant has refused to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order awarding exclusive occupancy of the marital residence to Plaintiff and denying Defendant access to the home.

CHERRY & CHERRY

By:   
Paul E. Cherry, Esquire  
Attorney for Plaintiff

I, DONNA MARIE REED, the Plaintiff, verify that the statements made in this Petition for Exclusive Occupancy of the Marital Residence 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.

  
Donna Marie Reed

Date: Feb. 21, 2000

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

THE PLANKENKORN CO., WILLIAMSPORT, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

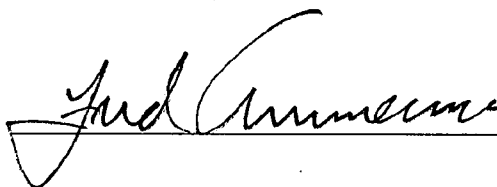
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RULE RETURNABLE

AND NOW, this 7 day of March, 2000, upon consideration of the foregoing Petition for Exclusive Occupancy of Marital Residence, it is the ORDER of this Court that a Rule be issued upon the Defendant, DAVID JEFFREY REED, to show cause why the prayer in said Petition should not be granted.

RULE RETURNABLE and Hearing thereon to held on the 27th day of March, 2000 at 2:30 p.m. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield Pennsylvania

BY THE COURT,

  
J.

FILED

MAR 07 2000

William A. Shaw  
Prothonotary



FILED

MAR 07 2000

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William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

: No. 00 - 270 - C.D.  
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: Type of Case: DIVORCE  
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: Type of Pleading: PRAECIPE TO  
: TRANSMIT RECORD  
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: Filed on Behalf of: PLAINTIFF  
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: Counsel of Record for this Party:  
:  
: PAUL E. CHERRY, ESQUIRE  
: Supreme Court No.42945  
:  
: CHERRY & CHERRY  
: 23 East Park Avenue  
: DuBois, Pa 15801  
: (814) 371-3288

**FILED**

JUN 06 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

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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. Ground for divorce: irretrievable breakdown under Section 3301(c) of the Divorce Code.

2. Date and manner of service of the Complaint: Paul E. Cherry, Esquire, Attorney for the Plaintiff, personally mailed a true copy of the Complaint in Divorce, No. 00 - 270 - C.D. to the Defendant, DAVID JEFFREY REED, by mailing the same by Certified Mail, Restricted Delivery, Return Receipt Requested, to his place of business at Rustic Acres, 2698 Route 422 West, Indiana, Pennsylvania 15701. Said Complaint was received by the Defendant on the 3rd day of March, 2000, as evidenced by the Affidavit of Service on which his signature acknowledges the delivery of the item on the date above set forth. As part of the record in this matter an Affidavit of Service attesting to service in this manner has been filed.

3. Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: by Plaintiff, June 5, 2000

by Defendant, June 5, 2000

4. That there are no related claims pending in that the parties to the above-indicated action have resolved the various issues.

  
Paul E. Cherry, Esquire Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

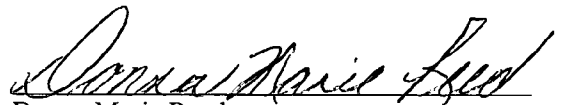
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AFFIDAVIT

DONNA MARIE REED, being duly sworn according to law, deposes and says:

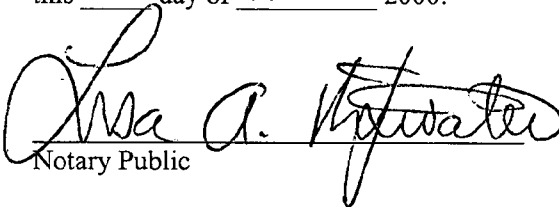
1. I have been advised of the availability of marriage counseling and understand that I may request that the Court require that my spouse and I participate in counseling.
2. I understand that the Court maintains a list of marriage counselors in the Domestic Relations Office, which list is available to me upon request.
3. Being so advised, I do not request that the Court require that my spouse and I participate in counseling prior to a Divorce Decree being handed down by the Court.

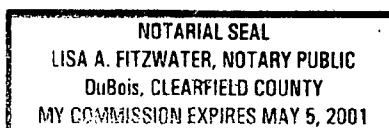
I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
Donna Marie Reed

Sworn to and subscribed before me

this 5th day of JUNE 2000.

  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

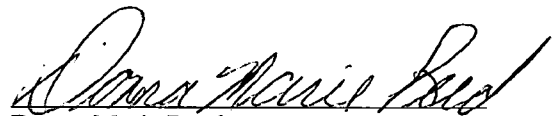
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AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on March 1, 2000.
2. The marriage of the Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing the Complaint.
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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

DATE: June 5, 2000

  
Donna Marie Reed

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

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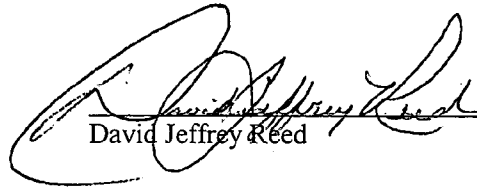
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2. The marriage of the Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing the Complaint.
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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

DATE: June 5, 2000

  
\_\_\_\_\_  
David Jeffrey Reed

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

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WAIVER OF NOTICE OF INTENTION TO REQUEST

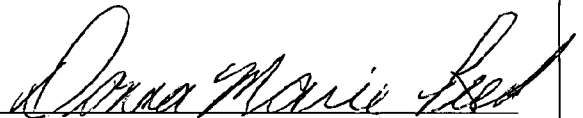
ENTRY OF A DIVORCE DECREE UNDER

§ 3301(c) OF THE DIVORCE CODE

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

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

DATE: June 5, 2000

  
Donna Marie Reed



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

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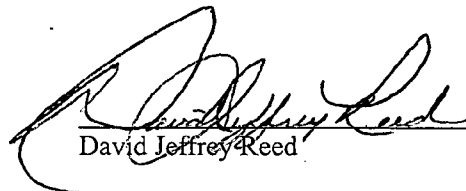
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I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

DATE: June 5, 2000

  
David Jeffrey Reed

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

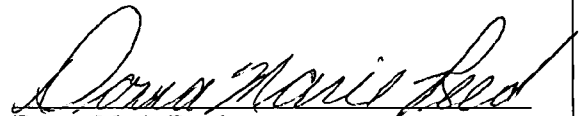
vs.

DAVID JEFFREY REED,  
Defendant

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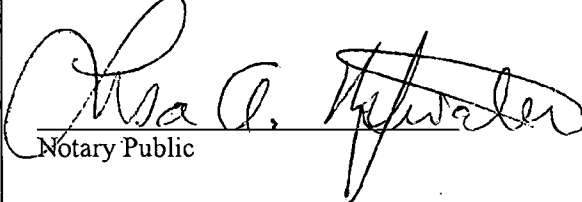
AFFIDAVIT OF NON MILITARY SERVICE

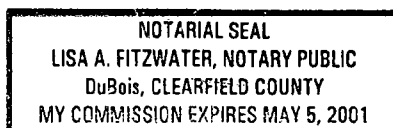
DONNA MARIE REED, Plaintiff, being duly sworn according to law deposes and says that DAVID JEFFREY REED is not in the military service of the United States of America, or any state or territory thereof or its allies, and is in no ways subject to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, and its amendments

  
Donna Marie Reed

Sworn to and subscribed before me

This 5th day of June 2000

  
Notary Public



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

COUNTY

Clearfield

## RECORD OF

DIVORCE OR ANNULMENT



(CHECK ONE)



STATE FILE NUMBER

STATE FILE DATE

## HUSBAND

1. NAME (First) (Middle) (Last) David Jeffrey Reed	2. DATE (Month) (Day) (Year) OF BIRTH 06 27 1956	
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State 1221 Ben Avon Street, Indiana, Indiana, PA	4. PLACE (State or Foreign Country) OF BIRTH PA	
5. NUMBER OF THIS MARRIAGE 1	6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION Business Owner

## WIFE

8. MAIDEN NAME (First) (Middle) (Last) Donna Marie Hopkins	9. DATE (Month) (Day) (Year) OF BIRTH 01 24 1957		
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State 100 Piney Lane, DuBois, Clearfield, PA	11. PLACE (State or Foreign Country) OF BIRTH PA		
12. NUMBER OF THIS MARRIAGE 1	13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	14. OCCUPATION Business Owner	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Falls Creek, Jefferson County, PA	16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 02 08 74		
17A. NUMBER OF CHILDREN THIS MARRIAGE 2	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0	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 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			

**FILED**  
JUN 06 2000  
OIL & GAS  
WILLIAM A. SHAW  
PROTODIOTARY

*Cherney & Cherney*  
23 EAST PARK AVENUE  
DUBOIS, PENNSYLVANIA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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DONNA MARIE REED,  
Plaintiff

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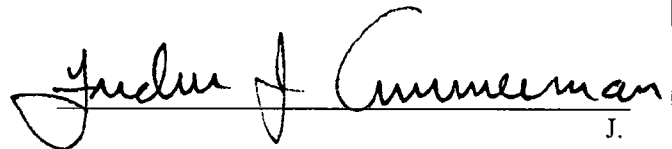
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DECREE AND ORDER

AND NOW, this 12 day of June, 2000, the Court, by virtue of the authority vested in it by law, decrees that DONNA MARIE REED and DAVID JEFFREY REED are hereby divorced from the bonds of matrimony, and all the duties, rights, and claims accorded to either of the said parties at any time heretofore, in pursuance of said marriage, shall henceforth cease and determine, and the said parties shall severally be at liberty to marry again as if they had never been married.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to Pa. R.C.P. 1920.1 et seq. & Act 26-1980, 23 P.S. S1, et seq., "The Divorce Code", that the terms, provisions and conditions of a certain Property Settlement Agreement between the parties dated May 12, 2000, are hereby incorporated into this Decree and ORDER by reference as fully as though the same were set forth herein at length. Said Agreement shall not merge with but shall survive this Decree and Order.

BY THE COURT,

  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

vs.

DAVID JEFFREY REED,  
Defendant

: No. 00 - 270 - C.D.  
:  
: Type of Case: DIVORCE  
:  
: Type of Pleading: AFFIDAVIT OF  
: SERVICE  
:  
: Filed on Behalf of: PLAINTIFF  
:  
: Counsel of Record for this Party:  
:  
: PAUL E. CHERRY, ESQUIRE  
: Supreme Court No.42945  
:  
: CHERRY & CHERRY  
: 23 East Park Avenue  
: DuBois, Pa 15801  
: (814) 371-3288

**FILED**

JUN 06 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONNA MARIE REED,  
Plaintiff

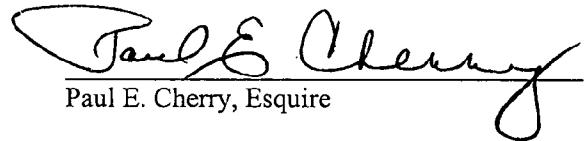
vs.

DAVID JEFFREY REED,  
Defendant

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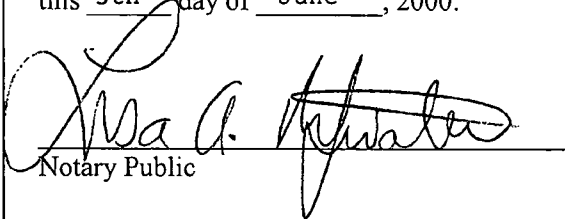
**AFFIDAVIT OF SERVICE**

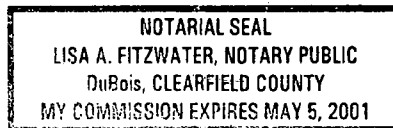
I, PAUL E. CHERRY, ESQUIRE, Attorney for the Plaintiff, being duly sworn according to law, depose and say that on the 2<sup>ND</sup> day of March, 2000, I personally mailed a true copy of the Complaint in Divorce, No. 00 - 270 - C.D. to the Defendant, DAVID JEFFREY REED, by mailing said Complaint by Certified Mail, Restricted Delivery, Return Receipt Requested, to his place of business at Rustic Acres, 2698 Route 422 West, Indiana, Pennsylvania 15701. Said Complaint in Divorce was received by the Defendant on the 3rd day of March, 2000. Postal Service Form 3811 is attached hereto.

  
Paul E. Cherry, Esquire

Sworn to and subscribed before me

this 5th day of June, 2000.

  
Notary Public



Is your **RETURN ADDRESS** completed on the reverse side?

SENDER:		I also wish to receive the following services (for an extra fee):	
<input type="checkbox"/> Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		1. <input type="checkbox"/> Addressee's Address 2. <input checked="" type="checkbox"/> Restricted Delivery	
3. Article Addressed to:		4a. Article Number	
David Jeffrey Reed Rustic Acres 2698 Route 422 West Indiana, PA 15701		Z 009 447 454	
4b. Service Type		<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
5. Received By: (Print Name)		7. Date of Delivery	
[Signature]		3-3-00	
6. Signature (Addressee or Agent)		8. Addressee's Address (Only if requested and fee is paid)	
[Signature]			
PS Form 3811, December 1994		102595-99-B-0223 Domestic Return Receipt	

Thank you for using Return Receipt Service.



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First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

Cherry & Cherry  
23 East Park Avenue  
DuBois, PA 15801

FILED  
JUN 06 2000  
Atty General  
cc  
William A. Shaw  
Prathnontary

*Therapy & Therapy*  
23 EAST PARK AVENUE  
DUBOIS, PENNSYLVANIA 15801

FILED

JUN 06 2000

William A. Shaw  
Prothonotary

PROPERTY SETTLEMENT AGREEMENT

00-270-C2

THIS AGREEMENT, made this 12th day of May, 2000, by and between DONNA MARIE REED, an individual, hereinafter referred to as "WIFE";

A  
N  
D

DAVID JEFFREY REED, an individual, hereinafter referred to as "HUSBAND".

WITNESSETH:

WHEREAS, the parties are presently husband and wife; 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 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 and otherwise, except as to the obligations, covenants and agreements contained herein; and

WHEREAS, the parties hereto have had the opportunity to seek the benefit of competent and independent legal advice by separate counsel.

NOW THEREFORE, the parties intending to be legally bound hereby do hereby 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 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 all claims for WIFE and/or HUSBAND'S maintenance and/or for support, custody and property 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 except as herein expressly set forth, 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. 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 in equity, which either of the parties ever had or now has against the other, except any cause or causes of action for divorce and except any or all causes of action for breach of any provisions of this Agreement.

6. DIVISION OF REAL PROPERTY: The parties hereto divide their real property as follows:

(a) HUSBAND agrees to transfer any and all interest he may have unto the marital property of the parties located at 100 Piney Lane, DuBois, Clearfield County, Pennsylvania to WIFE and agrees to execute any deeds or. any other documents necessary to effectuate the said transaction. WIFE in turn agrees to assume all expenses upon the said home, included but not limited to utilities, insurance payments and mortgage payments, for which WIFE shall hold HUSBAND harmless from same. WIFE further agrees that she shall be solely responsible for the payment of all Township, County, or School Real Estate Taxes upon the said property. WIFE further agrees to be responsible for the preparation of the deed transferring HUSBAND'S interest in the property to WIFE and for any and all expenses incurred in the filing of said instrument.

(b) WIFE agrees to transfer any and all interest she may have unto the marital property of the parties located in Barnett Township, Forest County, Pennsylvania to HUSBAND and agrees to execute any deeds or. any other documents necessary to effectuate the said transaction. HUSBAND in turn agrees to assume all expenses upon the said property, included but not limited to utilities, insurance payments and mortgage payments, for which HUSBAND shall hold WIFE harmless from same. HUSBAND further agrees that he shall be solely responsible for the payment of all Township, County, or School Real Estate Taxes upon the said property. HUSBAND further agrees to be responsible for the preparation of the deed transferring WIFE'S interest in the property to HUSBAND and for any and all expenses incurred in the filing of said instrument.

7. DIVISION OF PERSONAL PROPERTY:

(a) The parties hereby divide their personal property including but not limited to all household goods and furnishings, personal effects and all other items of personal property used by them in common as follows:

HUSBAND agrees and by these presents does convey to WIFE all right, title and interest in and to those items of marital property of the parties which are in possession of WIFE and does hereby relinquish any and all interest he may have in said items with the exception of the following items:

1. Indian & Mushrooms;
2. Iron Benches – Bedroom;
3. Small Personal Items;
4. Leather suitcases;
5. White dog on porch;
6. Black Chair – Balcony;
7. Shoe racks; and
8. Fish Bowl & stand.

WIFE in turn agrees to relinquish any and all interest she may have in those items of marital property which are in the possession of HUSBAND and does hereby relinquish any and all interest she may have in said items with the exception of the following items:

1. Wood frame picture with pumpkins in picture;
2. Auction today sign
3. Tray on Camp door
4. Mom baby picture in antique frame
5. Christmas Decorations – Camp;
6. Afghan made by Nish; and
7. Leaf frame with Matt, Jill & Donna.

(b) Automobile. HUSBAND agrees that WIFE shall retain possession of and receive as her own property, the 1995 Grand Cherokee automobile for WIFE'S own use and disposition. HUSBAND agrees to execute, acknowledge and deliver upon request of any and all instruments or documents necessary in order to effectuate the transfer of title to said automobile. WIFE shall be solely responsible for the payment of any sales or other tax that might be incurred with respect to that transfer.

WIFE agrees that HUSBAND shall retain possession of and receive as his own property, the 1994 Jeep Wrangler automobile for HUSBAND'S own use and disposition. WIFE agrees to execute, acknowledge and deliver upon request of any and all instruments or documents necessary in order to effectuate the transfer of title to said automobile. HUSBAND shall be solely responsible for the payment of any sales or other tax that might be incurred with respect to that transfer.

WIFE agrees that HUSBAND shall retain possession of and receive as his own property, the 1984 BMW automobile for HUSBAND'S own use and disposition. WIFE agrees to execute, acknowledge and deliver upon request of any and all instruments or documents necessary in order to effectuate the transfer of title to said automobile. HUSBAND shall be solely responsible for the payment of any sales or other tax that might be incurred with respect to that transfer.

(c) Business: WIFE and HUSBAND agree that the business known as RUSTIC ACRES located in DuBois and Indiana shall remain in operation. The parties agree that WIFE shall operate the DuBois store and that HUSBAND shall operate the Indiana store. WIFE shall make all decisions involving the DuBois store without any interference from HUSBAND and HUSBAND shall operate the Indiana store without any interference from WIFE. WIFE'S salary shall be increased to that of HUSBAND when the financial situation of

Business warrants it. The parties agree that neither WIFE nor HUSBAND shall receive any increase in salary unless both of the parties agree. WIFE and HUSBAND agree that three (3) years following the acquisition of the real property upon which the DuBois store rests, each party has the option to sell the Rustic Acres store which they have been operating. Each party shall provide the other the first option to purchase the store from the other. In the event the first option is not exercised by the other party, then and in that event, the proceeds shall be split equally between the parties. At any time after the expiration of the three (3) year period, either party has the option to sell their respective store or purchase the other share's in the businesses.

In the event that the DuBois store would be sold and the Indiana store is not sold, then and in that event, WIFE shall be a silent partner of the Indiana store and shall continue to receive her salary and health benefits all payable by the Indiana store.

In the event that the DuBois store is sold, at the expiration of a seven (7) year period, WIFE shall be paid one half of the market value of the Indiana store.

In the event that the Indiana store would be sold and the DuBois store is not sold, then and in that event, HUSBAND shall be a silent partner of the DuBois store and shall continue to receive his salary and health benefits all payable by the DuBois store.

In the event that the Indiana store is sold, at the expiration of a seven (7) year period, HUSBAND shall be paid one half of the market value of the DuBois store.

The parties agree that if either party becomes disabled or unable to work due to medical conditions, then and in that event, the party shall continue to receive his or her salary until the store is sold or the other party purchases the respective store.

The parties agree that should WIFE die then and in that event, her share of the assets of the parties shall pass to her children.

The parties agree that any business matters including but not limited to loans, lines of credit and any major purchases must be mutually agreed upon by both parties.



(d) WIFE agrees and by these presents does convey to HUSBAND all right, title and interest she may have in and to the two American Funds Accounts in the name of HUSBAND. HUSBAND in turn agrees and by these presents does convey to WIFE all right, title and interest he may have in and to the two American Funds Accounts in the name of WIFE. Each party agrees to execute any and all documents necessary to effectuate said transfers.

(e) WIFE and HUSBAND agree that the joint accounts shall be divided equally between the parties.

(f) WIFE and HUSBAND agree that the college education expenses, trade school expenses or any other post high school education expenses of their son, Matthew shall be shared equally by the parties.

(g) WIFE agrees to pay to HUSBAND the sum of Fifty-one Thousand (\$51,000.00) Dollars as his share of the marital assets. Said Payment shall be made within thirty (30) days following the execution of this Agreement.

(h) WIFE and HUSBAND agree that all legal expenses shall be equally shared by the parties.

(i) HUSBAND and WIFE agree that the aforesaid agreement is in lieu of any and all claims of equitable distribution of said property and alimony.

8. CHECKING AND SAVINGS ACCOUNTS: The parties agree that the joint savings account of the parties shall be divided equally. However, WIFE shall retain Three Thousand (\$3,000.00) Dollars for the parties' daughter's wedding and One Thousand (\$1,000.00) Dollars for the parties' son's graduation from high school. The parties agree that there are no checking or other 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.

9. MUTUAL DEBTS: HUSBAND AND WIFE agree that the mutual debts of the parties shall be equally paid by WIFE and HUSBAND. Each party shall pay a minimum of Five Hundred (\$500.00) Dollars per month until all of said debt has been paid.

Should any further debts remain unpaid, then HUSBAND and WIFE agree that they will be jointly liable for, and will make equal payments for any further debts.

10. INCOME TAX: WIFE shall be entitled to take any income tax exemptions and/or deductions allowable for the parties' minor child for federal income tax purposes and under any applicable state or local tax provisions.

11. INTENDED TAX RESULT AND INDEMNIFICATION: By this Agreement, the parties have intended to effectuate and by this Agreement have equally divided their marital property. The parties have determined that such equal 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 equal 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.

12. 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.

13. ADVICE OF COUNSEL: Each party has had the opportunity to review the provisions of this Agreement and their legal effect by their respective counsel. The parties acknowledge that they have had the opportunity to receive independent legal advice from counsel of their selection and that they fully understand the facts and have been fully informed as to their legal rights and obligations and they accept this Agreement and acknowledge that the Agreement is, in the circumstances, fair and equitable and that it is being entered into freely and voluntarily after having received such advice and with such knowledge and that execution of this Agreement is not the result of any duress or undue influence, and that it is not the result of any collusion of any improper or illegal agreement or agreements.

14. WAIVER OF CLAIMS AGAINST ESTATE: Except as herein otherwise provided, each party may dispose of his or her property in any way<sup>1</sup> 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 or the estate of the other as a result of the marital relationship<sup>1</sup> including without limitation, dower, curtesy, statutory allowance, widow's allowance, right to take property under equitable distribution, right to take in intestacy, 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 into effect this mutual waiver and relinquishment of all such interest, rights and claims.

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

All remedies provided by law and all remedies provided for above for the enforcement of the Agreement shall be deemed to be cumulative and the exercise of one remedy shall not bar or prevent the pursuit of any other remedy and either party may elect to pursue such remedies simultaneously and the exercise of a remedy one or more times shall not exhaust its use or prevent further pursuit of such remedy.

16. AFTER ACQUIRED PERSONAL PROPERTY: Each of the parties shall hereafter own and enjoy independently of any claim or right of the other all items of personal property, tangible or intangible, hereafter acquired by him or her, with full power in him or her to dispose of the same as fully and effectively in all respects and for all purposes as though he or she were unmarried.

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

18. VOLUNTARY EXECUTION: The provisions of this Agreement and their legal effect have been fully explained to the parties by WIFE'S 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.

19. 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.

20. 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.

21. 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.

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

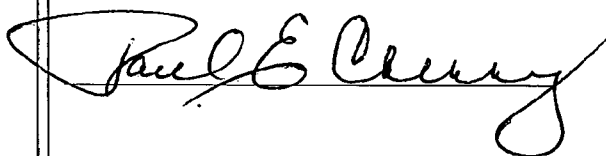
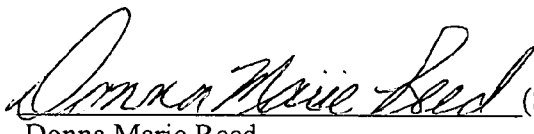
23. APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania,

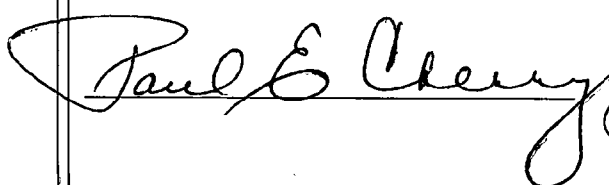
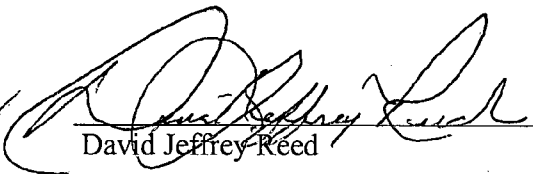
24. VOID CLAUSE: If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and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

25. ENTRY AS PART OF DECREE: It is the intention of the parties that this instrument shall survive any action for divorce which may be instituted or prosecuted by the other party and no order, judgment or decree of divorce temporary, interlocutory, final or permanent, shall affect or modify the financial terms of this Agreement. It is also the intention of the parties that this Agreement shall survive any periods of reconciliation of the parties and no attempt at reconciliation by the parties or cohabitation by the parties hereinafter shall be assumed to cause the property as so divided in this Agreement to become marital property for purposes of equitable distribution under the Divorce Code of the Commonwealth of Pennsylvania. The parties agree that all property divided by this Agreement shall remain the property of that party as specified within this Agreement unless this Agreement is rescinded by the parties by a writing in similar form to this Agreement.

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

WITNESS:

  (SEAL)  
Donna Marie Reed

  (SEAL)  
David Jeffrey Reed