

00-307-01
DEBORAH S. BAILO -vs- JAMES E. BAILO

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

FILED

by MAR 10 2000

034013C
William A. Shaw
Prothonotary

att Kubista

PD \$105.00

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

DEBORAH S. BAILOR,

Plaintiff

vs.

JAMES E. BAILOR,

Defendant

No. 00-309-00

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

No minor children to this marriage.

FILED

MAR 10 2000

William A. Shaw
Prothonotary

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

DEBORAH S. BAILOR,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
JAMES E. BAILOR,	:	
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 type="checkbox"/> Custody and Visitation
<input checked="" type="checkbox"/> Division of Property	<input checked="" type="checkbox"/> Alimony
<input checked="" 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, 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

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

DEBORAH S. BAILOR,
Plaintiff

vs.

JAMES E. BAILOR,
Defendant

:
:
:
:
:
:
:

No.

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

COUNT I – DIVORCE

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

1. That Plaintiff is Deborah S. Bailor, an adult individual, currently residing at General Delivery, Wallaceton, Clearfield County, Pennsylvania, since January 2000.
2. That Defendant is James E. Bailor, an adult individual, currently residing at 602 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania, since 1988.
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 September 9, 1988, in Clearfield, 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. Paragraphs 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 September 9, 1988 to January 3, 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 – ALIMONY, ALIMONY PENDENTE LITE

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

15. Plaintiff lacks sufficient property to provide for her reasonable means and is unable to support herself.

16. Plaintiff requires reasonable support to adequately maintain herself in accordance with the standard of living established during the marriage.

17. Plaintiff believes and therefore avers that Defendant is employed and is capable of supporting the Plaintiff.

WHEREFORE, Plaintiff requests Your Honorable Court to enter an award of reasonable alimony until final hearing and permanently thereafter.

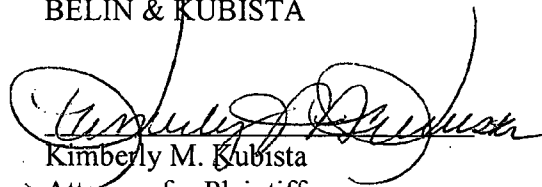
COUNT V - ATTORNEY'S FEES, COSTS AND EXPENSES

18. Paragraphs one through seventeen of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

19. 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

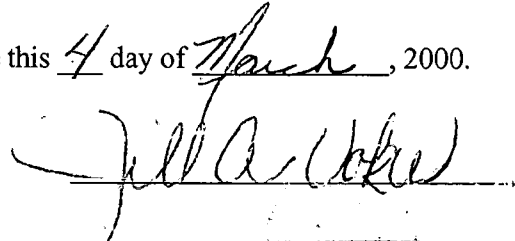
COUNTY OF CLEARFIELD

:

Before me, the undersigned Officer, personally appeared DEBORAH S. BAILOR, 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.


DEBORAH S. BAILOR

SWORN and SUBSCRIBED before me this 4 day of March, 2000.





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

FILED

MAR 20 2010
010:55/110c
William A. Sherr
Notary Public
EAS

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

DEBORAH S. BAILOR,
Plaintiff

vs.

JAMES E. BAILOR,
Defendant

:
:
:
:
:
:
:

No. 00-309-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 20 2000

William A. Shaw
Prothonotary

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

DEBORAH S. BAILOR,
Plaintiff

vs.

JAMES E. BAILOR,
Defendant

:
:
:
:
:
:

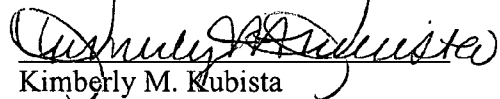
No. 00-309-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Complaint in Divorce in
the above captioned matter to the following party by certified mail, restricted delivery on the
11th day of March, 2000:

James E. Bailor
602 Susquehanna Ave.
Curwensville, PA 16833

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:

James E. Bailor
602 Susquehanna Ave.
Curwensville, PA 16833

4a. Article Number

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 |

7. Date of Delivery

3-11-00

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X *James E. Bailor*

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

Thank you for using Return Receipt Service.

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

FILED
JAN 13 2001
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DEBORAH S. BAILOR

:

-vs-

: No. 00-309-CD

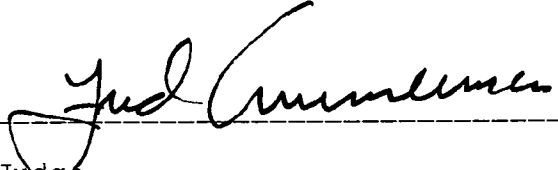
JAMES E. BAILOR

:

O R D E R

NOW, this 14th day of June, 2000, following the taking of testimony relative the Plaintiff's request for alimony pendente lite; the Court being satisfied that the Plaintiff has an earning potential which exceeds the income of the Defendant, it is the ORDER of this Court that the request for alimony pendente lite be and is hereby denied.

BY THE COURT,



Judge

FILED

JUN 16 2000

William A. Shaw
Prothonotary

FILED

JUN 16 2000
011025 / cc tubrota
William A. Shaw
Prothonotary / cc maddoo
E. Shaw

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

DEBORAH S. BAILOR,
Plaintiff

vs.

JAMES E. BAILOR,
Defendant

:
:
:
:
:
:
:

No. 00-309-CD

PRAECIPE TO TRANSMIT
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 03 2001

William A. Shaw
Prothonotary

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

DEBORAH S. BAILOR, :
Plaintiff :
 :
vs. : No. 00-309-CD
 :
JAMES E. BAILOR, :
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:

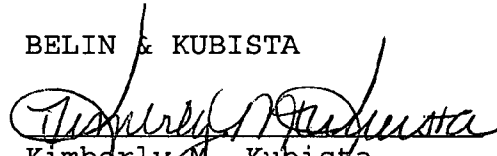
1. That grounds for said Divorce were that there has been an irretrievable breakdown of the marriage relationship of the parties within the meaning of Section 3301(c) of the Divorce Code.

2. A Complaint alleging Section 3301(c) of the Pennsylvania Divorce code was filed on March 10, 2000 and served on Defendant, at 602 Susquehanna Avenue, Curwensville, Pennsylvania on March 11, 2000.

3. That Affidavits of Consent and Waivers of Notice of Intention to said Divorce have been executed by Plaintiff on December 18, 2000 and by Defendant on December 28, 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

DEBORAH S. BAILOR,
Plaintiff

vs.

No. 00-309-CD

JAMES E. BAILOR,
Defendant

AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on March 10, 2000.

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

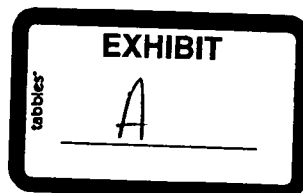
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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: Dec 18 2000

Deborah S. Bailor
Deborah S. Bailor



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

DEBORAH S. BAILOR,
Plaintiff

vs.

JAMES E. BAILOR,
Defendant

No. 00-309-CD

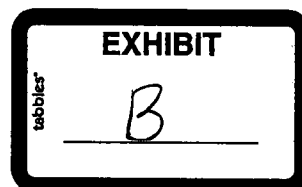
WAIVER OF NOTICE OF INTENTION TO REQUEST
ENTRY OF A DIVORCE DECREE UNDER
SECTION 3301(C) OF THE DIVORCE CODE

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:

Dec 18, 2000

Deborah S. Bailor
Deborah S. Bailor



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

DEBORAH S. BAILOR,
Plaintiff,

v.

JAMES E. BAILOR,
Defendant

*
*
*
*
*
*
*

No. 00-309-CD

AFFIDAVIT OF CONSENT

1. A complaint in divorce under Section 3301(c) and (d) of the Divorce Code was filed on March 10, 2000.

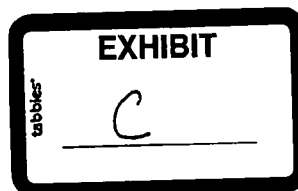
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of filing and service of the Complaint.

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

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

DATE: 12/28/00

James E. Bailor
James E. Bailor



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

DEBORAH S. BAILOR,
Plaintiff,

v.

JAMES E. BAILOR,
Defendant

*
*
*
*
*
*
*

No. 00-309-CD

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.

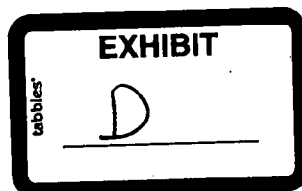
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

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. § 4904 relating to unsworn falsification to authorities.

Date:

12/28/00

James E. Bailor
James E. Bailor



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

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) James E. Bailor		2. DATE OF BIRTH (Month) (Day) Year 7/27/51
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State 602 Susquehanna Ave., Curwensville, Clearfield County, PA		4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania
5. NUMBER OF THIS MARRIAGE 2	6. RACE WHITE BLACK OTHER (Specify) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	7. USUAL OCCUPATION Laborer

WIFE

8. MAIDEN NAME (First) (Middle) (Last) Rowles Deborah S. Bailor		9. DATE OF BIRTH (Month) (Day) Year 10/3/53	
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State 782 W. Aaron Dr., State College, Centre County, PA		11. PLACE OF BIRTH (State or Foreign Country) Pennsylvania	
12. NUMBER OF THIS MARRIAGE 3	6. RACE WHITE BLACK OTHER (Specify) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	14. USUAL OCCUPATION Clerical	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Clearfield County, Pennsylvania		16. DATE OF THIS MARRIAGE (Month) (Day) (year) 9/9/88	
17A. NUMBER OF CHILDREN THIS MARRIAGE 0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0	18. PLAINTIFF HUSBAND WIFE OTHER (Specify) <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND WIFE OTHER (Specify) <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND WIFE SPLIT CUSTODY OTHER (Specify) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> n/a		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

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

DEBORAH S. BAILOR,
Plaintiff

vs.

JAMES E. BAILOR,
Defendant

:
:
:
:
:
:
:

No. 00-309-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

DEBORAH S. BAILOR,
Plaintiff

vs.

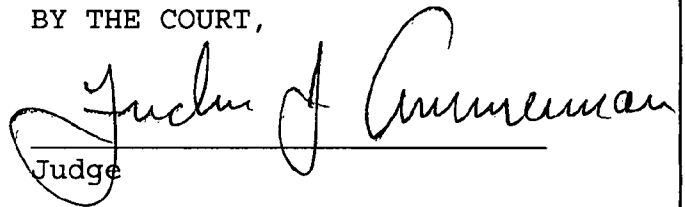
JAMES E. BAILOR,
Defendant

No. 00-309-CD

DIVORCE DECREE

AND NOW, this 8 day of January, 2001, it
is ORDERED and DECREED that DEBORAH S. BAILOR, Plaintiff and JAMES
E. BAILOR, Defendant are divorced from the bonds of matrimony. A
Post-Nuptial Agreement dated December 20, 2000 is incorporated
herein by reference as though set forth in full.

BY THE COURT,


Judge

POST-NUPTIAL AGREEMENT

NOW this 28th day of December, 2000 this Agreement ^{00-309-CD}

is entered into by and between:

DEBORAH S. BAILOR, of General Delivery, Wallaceton,
Pennsylvania 16876, hereinafter referred to as "Wife",

AND

JAMES E. BAILOR, of 602 Susquehanna Avenue,
Curwensville, Pennsylvania 16833, hereinafter referred to as
"Husband".

WITNESSETH

WHEREAS, the parties hereto are presently Husband and
Wife, having been married on September 9, 1988, in Clearfield,
Pennsylvania; and

WHEREAS, unhappy differences and disputes have arisen
between the parties as a result of which said parties have decided
to separate, and in fact, are now living separate and apart and
intend to maintain separate domiciles; and

WHEREAS, there were no children born to the marriage;
and

WHEREAS, Wife has initiated an action in divorce
pursuant to Section 3301(c) and (d) of the Divorce Code, indexed
to Number 00-309-CD, Court of Common Pleas, Clearfield County,
Pennsylvania; and;

WHEREAS, the parties, being fully advised as to their
respective rights, duties and obligations growing out of their

FILED

JAN 03 2001

William A. Shaw
Prothonotary

marital status, have come to an agreement as to each and all of their said matters of property and relations; and

WHEREAS, the parties hereto are desirous of settling their respective financial and property rights and obligations as between each other, including, without limitation, the ownership and equitable distribution of marital property; the past, present and future support, alimony, and/or maintenance of Wife by Husband or of Husband by Wife, and any and all claims by one against the other or against their respective estates.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, each of the parties hereto, Husband and Wife, each intending to be legally bound hereby covenant and agree as follows:

1. Agreement Not Predicated Upon Divorce. It is specifically understood and agreed by the parties hereto that each of the said parties hereby warrants and represents to the other that the execution and delivery of this Agreement is not predicated upon or made subject to any agreement for the institution, prosecution and defense or for the non-prosecution or non-defense of any action for divorce.

2. Agreement Not to Bar Divorce Proceedings. This Agreement shall not be considered to affect or bar the right of

Wife or Husband to a limited or absolute divorce on lawful grounds as such grounds now exist or shall hereafter exist or to such defense as may be available to either party. This Agreement is not intended to condone and shall not be deemed to be a condemnation on the part of either party hereto of any act or acts on the part of the other party which have occasioned the disputes or unhappy differences which have occurred prior to or which may occur subsequent to the date hereof.

3. Intent of Agreement. It is the intent and purpose of this Agreement to set forth the respective rights and duties of the parties. This Agreement shall be construed to set forth the parties' desires and intentions during the continued separation of the parties and any subsequent divorce decree which may be obtained by either party. Furthermore, the parties agree that this Agreement is to be a full and final settlement between them of all rights arising out of the marriage.

4. Effect of Divorce Decree. The parties hereby acknowledge that Wife has commenced an action in divorce, indexed to Number 00-309-CD in the Court of Common Pleas of Clearfield County, Pennsylvania. The parties hereby agree to execute 3301(c) affidavits to finalize the divorce. The parties further acknowledge that once the decree in divorce is rendered by said

Court, this Agreement shall continue in full force and effect after such time as said final decree is entered.

5. Agreement to be Incorporated Into Any Subsequent Divorce Decree. It is specifically agreed that a copy of this Agreement shall be incorporated by reference as though fully set forth, into a divorce decree as rendered by the Court of Common Pleas of Clearfield County, Pennsylvania. This incorporation, however, shall not be regarded as a merger; it being the intent of the parties to permit and cause this Agreement to survive any judgment.

6. Date of Execution. "Date of execution" or "execution date" of this Agreement shall be defined as the date upon which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the "date of execution" or "execution date" of this Agreement shall be defined as the date of execution by the party last executing this Agreement.

7. Advice of Counsel. Both Husband and Wife declare that each has had a full and fair opportunity to obtain independent legal counsel of his or her selection for the purposes of representation and the preparation of this Agreement and as to the explanation of any provisions and the legal effect of the within Agreement.

Husband hereby acknowledges that he has chosen independent legal counsel of his selection, namely James A. Naddeo, Esquire. Husband further acknowledges that his attorney has reviewed the within Agreement with him and has explained each provision of said Agreement as to its legal effect.

Wife hereby acknowledges that she has chosen independent legal counsel of her selection, namely Kimberly m. Kubista, Esquire. Wife further acknowledges that her attorney has reviewed the within Agreement with her and has explained each provision of said Agreement as to its legal effect.

Both parties hereby represent that their execution of this Agreement is not the result of any duress or undue influence, nor the result of any collusion or improper legal agreement or agreements. With this in mind each party further represents that this Agreement is, under the circumstances, fair and equitable, and it is being entered into freely and voluntarily.

8. Personal Rights. Husband and Wife acknowledge that they are currently living separate and apart. They shall be free from any control, restraint, interference or authority, direct or indirect, by the other in all respects as fully as if they were unmarried. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, occupation, profession or employment which to him or her may seem advisable.

Wife and Husband shall not molest, harass, disturb or malign each other or the respective families of each other, nor compel the other to cohabit or dwell by any manner whatsoever with him or her.

9. General Release of All Claims. Except for any cause of action for divorce which either party may have or claim to have, and except for the obligations of the parties contained in this Agreement, and such rights as are expressly reserved herein, each party gives to the other by the execution of this Agreement an absolute and unconditional release and discharge from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either party ever had or now has against the other, and which may have related to or arisen from the marriage between the parties.

Furthermore, each party absolutely and unconditionally releases and forever discharges the other and the estate of the other for all purposes from any and all rights and obligations which either party may have or at any time hereafter may have for past, present or future support or maintenance, alimony pendente lite, alimony, equitable distribution, counsel fees, costs, expenses and any other right or obligation, economic or otherwise, whether arising out of the marital relationship or otherwise, including all rights and benefits under the Pennsylvania Divorce

Code of 1980, its supplements and amendments, as well as under any other law of any other jurisdiction, except and only except, all rights, agreements and obligations of whatsoever nature arising or which may arise under this Agreement for the breach of any provision thereof. Neither party shall have any obligation to the other not expressly set forth herein.

10. Waiver of Estate Claim. Except as otherwise herein provided, each party hereby waives, releases and relinquishes any and all rights that he or she may now have or may hereafter acquire as the other party's spouse under present and future laws of any jurisdiction: (a) to elect to take against any Will or Codicil of the other party now or hereafter in force; (b) to share in the other party's estate in case of intestacy; (c) to act as an executor or administrator of the other party's estate.

11. Equitable Distribution of Property. The parties hereby acknowledge that they have during the course of their marriage acquired property which qualifies as marital property within the meaning of the Pennsylvania Divorce Code. The parties acknowledge that based upon their respective ages, education, experience, background, contributions to the family and other factors to be considered in accordance with the Pennsylvania Divorce Code in making an equitable division of their marital

estate that the following division of property is fair and reasonable.

(1) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to a certain 1986 Chevy van. Husband agrees to pay to wife the sum of Eight Hundred (\$800.00) Dollars for her interest in said van. Wife agrees to execute any documents necessary to effectuate the same.

(2) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to the parties' marital residence located at 602 Susquehanna Avenue, Curwensville, Pennsylvania. The parties agree that the value of the marital property is \$39,900.00. Husband agrees to pay to Wife the sum of Nineteen thousand nine hundred fifty (\$19,950.00) Dollars for her interest in the marital dwelling. Wife agrees to execute an appropriate Deed transferring said property to Husband.

(3) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to a certain street sweeper. Husband agrees to pay to Wife the sum of Three thousand seven hundred fifty (\$3,750.00) Dollars for her interest in the street sweeper. Wife agrees to execute any documents necessary to effectuate the same.

(4) The parties acknowledge that all household goods have been equitably divided.

12. 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 real, personal or mixed, tangible or intangible, which are acquired by him or her, after the execution of this Agreement, with full power in him or her to dispose of the same as fully and effectively, in all respects and for all purposes, as if both he and she were unmarried.

13. Alimony/Separate Maintenance. Both Husband and Wife hereby waive, release and relinquish any right or entitlement that either may have to alimony, separate maintenance or alimony pendente lite.

14. Documents Necessary to Effectuate Agreement. The parties agree to execute all supplemental documents which may be necessary to effectuate the terms and conditions of this Agreement upon request.

15. Counsel Fees. Each party shall be responsible for his or her own attorney's fees incurred in connection with the drafting of this Agreement and prosecution of the divorce action filed by Husband.

16. Warranty As To Obligations. Husband and Wife represent and warrant to each other that neither one have contracted any debt or debts, charges or liabilities, whatsoever, except as herein expressly set forth, for which the other party or their estate shall or may be or become liable or answerable. 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.

17. Understanding of the Agreement. Each party acknowledges upon reading this Agreement, that it accurately represents all property interests that either party may have. Each party acknowledges all provisions of this Agreement and fully and completely understands each provision of this Agreement, both as to subject matter and legal effect. The parties further confirm that each is entering into this Agreement freely and voluntarily and that the execution of this Agreement is not the result of any duress, undue influence, collusion or improper, illegal agreements.

18. Modification. This Agreement may not be modified or altered except in writing signed by each of the parties.

19. Severability and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the

other provisions shall, nevertheless, continue in full force and effect.

20. Agreement Binding on Heirs. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns.

21. Enforcement of Agreement. In the event that either of the parties hereto shall breach any provision of the within Agreement, then and in that event, the non breaching party who is required to bring an action to enforce the terms of this Agreement shall be entitled to reimbursement for reasonable counsel fees incurred in connection with said action.

22. Interpretation. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania without regard to the rules of strict interpretation of either party irrespective of the identity of the party who prepared or may have directed the preparation hereof.

23. Integration. this Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements between them.

NOW WITNESS the hands and seals of the parties which they affix hereto in execution hereof the day and year first above

set forth, each intending to legally bound hereby.

WITNESS:

Linda Goodman

Jamie L. Lingle

Deborah S. Bailor (SEAL)
Deborah S. Bailor

James E. Bailor (SEAL)
James E. Bailor

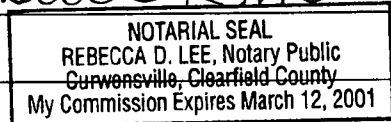
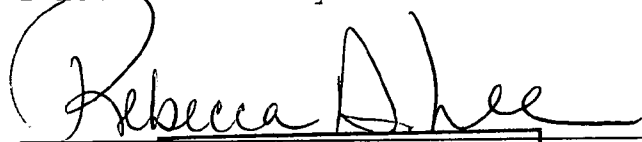
COMMONWEALTH OF PENNSYLVANIA)

SS

COUNTY OF CLEARFIELD)

On this the 18th day of Dec., 2000, before me,
the undersigned officer, personally appeared DEBORAH S. BAILOR,
known to me (or satisfactorily proved) to be the person whose name
is subscribed to the within instrument, and acknowledged that she
executed the same for the purposes contained therein.

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



COMMONWEALTH OF PENNSYLVANIA)

SS

COUNTY OF CLEARFIELD)

On this the 28th day of December, 2000, before me,
the undersigned officer, personally appeared JAMES E. BAILOR,
known to me (or satisfactorily proved) to be the person whose name
is subscribed to the within instrument, and acknowledged that he
executed the same for the purposes contained therein.

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

