

00-336-CD -  
ELIZABETH R. SAILURDAY -vs- ROBERT J. SAILURDAY

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P.D.  
8/15/06

Law Office  
Beatty Keebler

DWIGHT L. KOERBER, JR.  
ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

ELIZABETH R. SALLURDAY,  
Plaintiff

\*

-vs-

Docket No. 00-336-CO

ROBERT J. SALLURDAY,  
Defendant

\*

Type of Pleading:  
COMPLAINT IN DIVORCE  
§3301(c) or in the  
alternative §3301(d) of  
the Divorce Code

Filed on behalf of:  
PLAINTIFF: Elizabeth R.  
Sallurday

**THERE ARE NO MINOR CHILDREN  
BORN TO THIS MARRIAGE.**

Counsel of record for  
this party:

Dwight L. Koerber, Jr., Esq.  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**

MAR 17 2000

William A. Shaw  
Prothonotary

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

ELIZABETH R. SALLURDAY, \*  
Plaintiff \*  
\*  
-vs- Docket No.  
\*  
ROBERT J. SALLURDAY, \*  
Defendant \*

**NOTICE TO DEFEND AND CLAIM RIGHTS**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you within twenty (20) days. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any relief claimed in the complaint by the plaintiff. A judgment may also be entered against you for any other claim or relief requested in these papers by plaintiff. You may lose money or property or other rights important to you.

When the grounds for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of the marriage counselors is available in the Office of the Prothonotary at Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania, 16830.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OR 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

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

ELIZABETH R. SALLURDAY, Plaintiff	*
	*
-vs-	Docket No.
	*
ROBERT J. SALLURDAY, Defendant	*
	*

COMPLAINT IN DIVORCE

COMES NOW, plaintiff, Elizabeth R. Sallurday, by and through her attorney, Dwight L. Koerber, Jr., Esquire and files the within complaint against Robert J. Sallurday, pursuant to the provisions of Section 3301(c), and in the alternative, Section 3301(d) of the Divorce Code. In support therefore, plaintiff respectfully avers and shows as follows:

1. Plaintiff is Elizabeth R. Sallurday, with an address of P. O. Box 109, Woodland, Pennsylvania, 16881.
2. Defendant is Robert J. Sallurday who formerly resided at the marital domicile in Woodland, Pennsylvania, but on March 4, 2000, he left the marital domicile. Defendant has a current address of P. O. Box 88, Hawk Run, Pennsylvania, 16840.
3. There are no minor children born to this marriage.
4. The parties were married on September 25, 1999, in Clearfield County, Pennsylvania.
5. Plaintiff and defendant are *sui juris* and both have been bona fide residents of the Commonwealth of Pennsylvania for more than six months immediately preceding the filing of the complaint.

6. Neither plaintiff nor defendant is in the military or naval service of the United States or its allies within the provisions of the Soldiers' and Sailors' Civil Relief Act of the Congress of 1940 and its amendments.

7. Both plaintiff and defendant are American citizens.

8. Plaintiff has been advised of the availability of marital counseling in accordance with Rules 1920.12(a)(8) and 1920.71.

9. Through this complaint, defendant is advised of the availability of marriage counseling.

10. It is plaintiff's belief that neither of the parties wishes to pursue marriage counseling at this time.

**COUNT I  
DIVORCE**

The prior paragraphs of this complaint are incorporated herein by reference as though set forth in full.

11. Plaintiff hereby states that there has been an irretrievable breakdown of the marriage between the parties, so as to warrant the entry of a no fault divorce under Section 3301(c) of the Divorce Code.

12. The parties will file affidavits of consent after ninety days indicating their willingness to have a decree in divorce entered.

13. In the alternative, plaintiff alleges that there is an irretrievable breakdown of the marriage within the definition of

§3301(d) of the Divorce Code, and states that she will pursue such a divorce if a divorce is not available under §3301(c).

14. For purposes of measuring the period of time that the parties have been separate and apart, plaintiff is agreeable to having this time period measured from March 4, 2000.

15. There have been no prior actions for divorce instituted by the parties in this or any other jurisdiction.

WHEREFORE, plaintiff requests Your Honorable Court to enter a decree in divorce, and that other relief be granted to the plaintiff, as requested and as appropriate under the circumstances.

**COUNT II  
EQUITABLE DISTRIBUTION**

The prior paragraphs of this complaint are incorporated herein by reference as though set forth in full.

16. During the time of the marriage, the parties acquired certain items of personal property and debts. Included in the items of personal property are proceeds from an income tax return of approximately \$2,000.00 and potentially \$900.00 more through an amended return.

17. Plaintiff anticipates attempting to enter into discussions for an agreement pertaining to an equitable distribution of assets and equitable allocation of liabilities, but if an agreement is not achieved, plaintiff requests that an award of equitable distribution be entered in this proceeding.

WHEREFORE, plaintiff prays that an award of equitable distribution be granted.

**COUNT III  
ALIMONY AND TEMPORARY ALIMONY**

The prior paragraphs of this complaint are incorporated herein by reference as though set forth in full.

18. Plaintiff states that she is entitled to alimony as well as temporary alimony during the pendency of the divorce action.

19. Plaintiff seeks spousal support, alimony and temporary alimony.

WHEREFORE, plaintiff prays that the Court enter an award of spousal support and/or of alimony pendente lite until determination of litigation and, at the appropriate time, enter an order of alimony in her favor pursuant to Sections 3701(a) and 3702 of the Divorce Code.

**COUNT IV  
COUNSEL FEES AND COSTS**

The prior paragraphs of this complaint are incorporated herein by reference as though set forth in full.

20. Plaintiff has retained Dwight L. Koerber, Jr., Esquire, to represent her interest in this proceeding, and requests that attorneys fees and costs be awarded to cover the expenses of legal representation throughout the subject divorce proceeding.

21. Defendant has the financial ability to pay for attorneys fees and costs; in contrast plaintiff does not have the financial ability to pay for such expenses associated with this proceeding.

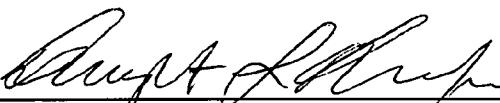
22. The plaintiff is seeking that all counsel fees, costs and expenses incurred up to and including the final hearing be assessed against the defendant.

23. An award of such fees and costs is necessary because the plaintiff is the economically dependent spouse, and unable to maintain this action on her own unless an award of counsel fees and costs is entered.

24. In order that there may be a fair and impartial administration of justice in this matter, plaintiff hereby seeks to have such expenses assessed against defendant.

WHEREFORE, plaintiff prays that defendant be required to pay counsel fees and costs, and other relief which the Court deems appropriate.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFF:  
Elizabeth R. Sallurday

**VERIFICATION**

I certify that the statements made in the foregoing  
Complaint in Divorce 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.

Elizabeth R. Sallurday  
Elizabeth R. Sallurday  
DATE: March 16, 2000

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

AFFIDAVIT OF SERVICE  
Docket No. 00-336-CD

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Koerber  
K.L.K.

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

ELIZABETH R. SALLURDAY,  
Plaintiff

\*

-vs-

Docket No. 00-336-CD

ROBERT J. SALLURDAY,  
Defendant

\*

Type of Pleading:  
AFFIDAVIT OF SERVICE

Filed on behalf of:  
PLAINTIFF: Elizabeth R.  
Sallurday

Counsel of record for  
this party:

Dwight L. Koerber, Jr., Esq.  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED

MAR 23 2000

William A. Shaw  
Prothonotary

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

ELIZABETH R. SALLURDAY, \*  
Plaintiff

-vs- \* Docket No. 00-336-CD

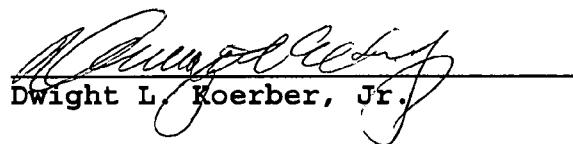
ROBERT J. SALLURDAY, \*  
Defendant

AFFIDAVIT OF SERVICE

I, Dwight L. Koerber, Jr., being duly sworn according to law, depose and state that on March 20, 2000, I served a certified copy of the COMPLAINT IN DIVORCE filed in the above captioned matter via United States Certified Mail with Return Receipt Requested upon defendant at the address listed below:

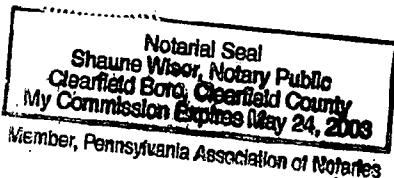
Robert J. Sallurday  
P. O. Box 88  
Hawk Run, PA 16840

Attached hereto is the Receipt for Certified Mail and the corresponding Domestic Return Receipt.

  
Dwight L. Koerber, Jr.

Sworn to and subscribed  
before me this 22nd  
day of March, 2000.

  
Shaune Wisor  
Notary Public



Z 589 300 379

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sent to

Robert J. Sallurday

Street &amp; Number

P. O. Box 88

Post Office, State, &amp; ZIP Code

Hawk Run, PA 16840

Postage \$ .77

Certified Fee 1.40

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom &amp; Date Delivered

Return Receipt Showing to Whom, Date &amp; Addressee's Address

TOTAL Postage &amp; Fees \$ 3.42

Postmark or Date 3-21-00

PS Form 3801, Dec 1994

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, delivered.

## 3. Article Addressed to:

Mr. Robert J. Sallurday  
 P. O. Box 88  
 Hawk Run, PA 16840

## 4a. Article Number

Z 589 300 379

## 4b. Service Type

Registered       Certified  
 Express Mail       Insured  
 Return Receipt for Merchandise       COD

## 7. Date of Delivery

3-21-00

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

## 5. Received By: (Print Name)

Robert Sallurday

## 6. Signature: (Addressee or Agent)

X Robert Sallurday

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION LAW

ELIZABETH R. SALLURDAY,

\*

Plaintiff

\* No. 00-336-CD

\*

\*

VS.

\*

\*

ROBERT J. SALLURDAY,

Defendant

\*

\* TYPE OF CASE:

\* Civil Division

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FILED

APR 1 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ELIZABETH R. SALLURDAY,

\*

Plaintiff

\* No. 00-336-CD

\*

\*

vs.

\*

\*

ROBERT J. SALLURDAY,

\*

\*

Defendants

\*

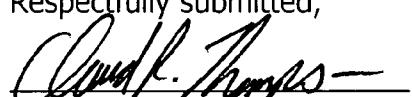
\*

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance in the above-captioned matter on behalf of the  
Defendant, **ROBERT J. SALLURDAY**.

Respectfully submitted,

  
\_\_\_\_\_  
David R. Thompson, Esquire

FILE

10:  
Dakota 300 City Thompson  
William A. Shaw  
Prothonotary  
FEB 2 1968

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

PRAECIPE TO TRANSMIT RECORD  
Docket No. 00-336-CJ

07/30/02 PM  
JUL 1 2002  
WITNESS  
RECEIVED  
3cc to att.

*Law Office*

DWIGHT L. KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

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

ELIZABETH R. SALLURDAY, \*  
Plaintiff

-vs- \* Docket No. 00-336-CD

ROBERT J. SALLURDAY,  
Defendant \*

Type of Pleading:  
PRAECIPE TO TRANSMIT RECORD

Filed on behalf of:  
PLAINTIFF:  
Elizabeth R. Sallurday

THERE ARE NO MINOR  
CHILDREN BORN OF THIS  
MARRIAGE.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED

JUN 28 2000

William A. Shaw  
Prothonotary

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

ELIZABETH R. SALLURDAY, \*  
Plaintiff

-vs- \* Docket No. 00-336-CD

ROBERT J. SALLURDAY,  
Defendant \*

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

Please transmit the record, together with the following information, to the Court for entry of a Divorce Decree:

1. Grounds for divorce are irretrievable breakdown of the marriage relationship of the parties, within the meaning of Section 3301(c) of the Divorce Code.

2. Defendant was served with a copy of the Complaint in this matter by certified mail on March 20, 2000.

3. Plaintiff executed an Affidavit of Consent, dated June 27, 2000, attached hereto.

4. Defendant executed an Affidavit of Consent, dated June 20, 2000, attached hereto.

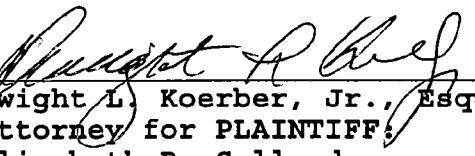
5. Plaintiff executed a Waiver of Notice of Intention to Request Entry of §3301(c) Divorce Decree on June 27, 2000, attached hereto.

6. Defendant executed a Waiver of Notice of Intention to Request Entry of §3301(c) Divorce Decree on June 20, 2000, attached hereto.

7. The Affidavits of Consent and Waivers of Notice of Intention to Request Entry of §3301(c) Divorce Decree are being filed contemporaneously herein.

8. All issues relative to division of martial assets and liabilities have been resolved by the parties, through the Marriage Settlement Agreement of the parties, a copy of which is attached hereto.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFF;  
Elizabeth R. Sallurday

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\*

\*

\*

Docket No. 00-336-CD  
IN DIVORCE

\*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on March 17, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of the filing of the Complaint.
3. I consent to the entry of a final Decree of Divorce.
4. I understand that if a claim for alimony, alimony pendente lite, marital property or counsel fees or expenses has not been filed with the Court before the entry of a final Decree of Divorce, the right to claim any of them will be lost.
5. This Affidavit of Consent is being executed with the understanding that there is no reservation of jurisdiction over any property rights matters pertaining to the divorce proceeding herein, including equitable distribution, temporary alimony, permanent alimony, costs and counsel fees.

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

DATE: 6-27-2000

Elizabeth R. Sallurday  
Elizabeth R. Sallurday,  
Plaintiff

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

\*

ELIZABETH R. SALLURDAY,  
Plaintiff

\*

-vs-

\*

Docket No. 00-336-CD  
IN DIVORCE

ROBERT J. SALLURDAY,  
Defendant

\*

\*

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DATE: 6-27-2000

Elizabeth R. Sallurday  
Elizabeth R. Sallurday,  
Plaintiff

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

\*

ELIZABETH R. SALLURDAY,  
Plaintiff

\*

-vs-

\*

Docket No. 00-336-CD  
IN DIVORCE

ROBERT J. SALLURDAY,  
Defendant

\*

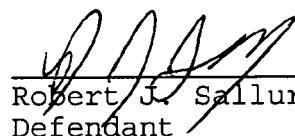
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AFFIDAVIT OF CONSENT

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2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of the filing of the Complaint.
3. I consent to the entry of a final Decree of Divorce.
4. I understand that if a claim for alimony, alimony pendente lite, marital property or counsel fees or expenses has not been filed with the Court before the entry of a final Decree of Divorce, the right to claim any of them will be lost.
5. This Affidavit of Consent is being executed with the understanding that there is no reservation of jurisdiction over any property rights matters pertaining to the divorce proceeding herein, including equitable distribution, temporary alimony, permanent alimony, costs and counsel fees.

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

DATE: 6-20-00

  
\_\_\_\_\_  
Robert J. Sallurday,  
Defendant

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\*

\*

\* Docket No. 00-336-CD

\*

\*

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 made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

DATE: 6-27-2000

Elizabeth R. Sallurday  
Elizabeth R. Sallurday

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\*

\*

\* Docket No. 00-336-CD

\*

\*

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

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

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

DATE: 6-20-00

  
\_\_\_\_\_  
Robert J. Sallurday

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT is by and between ELIZABETH R. SALLURDAY, of P. O. Box 109, Woodland, PA 16881, referred to hereinafter as "Wife", Party of the First Part,

A  
N  
D

ROBERT J. SALLURDAY, of P. O. Box 88, Hawk Run, PA 16840, referred to hereinafter as "Husband", Party of the Second Part.

W I T N E S S E T H :

WHEREAS, the parties hereunto are Husband and Wife, having been married on September 25, 1999, and who are considered separated as of March 4, 2000; and

WHEREAS, there are no children born to the marriage of the parties; and

WHEREAS, unfortunate and irreconcilable differences have arisen between the parties hereunto, by reason of which the parties have concluded that they will take steps to terminate the bonds of matrimony and will enter into the present agreement for the purpose of resolving the various issues to be addressed by this instrument;

NOW THEREFORE, in consideration of their mutual covenants as set forth herein, the parties hereunto agree as follows:

1. No Fault Divorce - On March 17, 2000, Wife filed a

Complaint in Divorce with the Court of Common Pleas of Clearfield County, Pennsylvania, in Docket No. 00-336-CD. The parties have now resolved all issues relative to that divorce proceeding and will move forward to have a no fault divorce entered pursuant to Section 3301(c) of the Divorce Code.

2. Entry of No Fault Divorce - The parties hereby agree that they will sign Affidavits of Consent and a Notice of Waiver of Filing of Request to Enter Divorce Decree, with such documents attached hereto as Appendix A. Such documents will be signed in conjunction with the signing of the present Marriage Settlement Agreement, with the understanding that counsel for Wife shall move forward promptly to have a Divorce Decree entered by the Court of Common Pleas of Clearfield County, Pennsylvania.

3. Spousal Support - The parties hereunto agree that Husband shall pay spousal support/alimony pendente lite to the Domestic Relations Office, in Docket No. 00-152-SD, PACSES Case No. 577102107, in the amount of Three Hundred Seventy-five (\$375.00) Dollars per month, measured from March 30, 2000 through August 31, 2000. In order to facilitate the payment of the spousal support/alimony pendente lite, the parties hereunto shall sign a Consent Order that sets forth the obligation of support as provided hereinabove, with a further statement that Husband shall maintain medical insurance on Wife for a period of thirty (30) days after the entry of the Divorce Decree. In the event the Court of Common

Pleas of Clearfield County, Pennsylvania, or the Domestic Relations Section should request additional documents to be signed to implement the terms of this adjustment in spousal support, it is agreed that the parties will fully cooperate and sign documents that are reasonably necessary to accomplish the terms of their agreement.

4. Alimony/Temporary Alimony - Other than payment of Three Hundred Seventy-five (\$375.00) Dollars per month from March 30, 2000 through August 31, 2000, Wife hereby waives any and all claims that she has to alimony and/or temporary alimony, recognizing that through the signing of this agreement, she forever relinquishes any entitlement to make a claim for alimony or temporary alimony against Husband.

5. Equitable Distribution - The parties hereunto agree that they are now in possession of all assets that they each individually own, and that there are no remaining issues of equitable distribution. The parties hereby waive any claim against one another pertaining to any asset that they do not currently possess. It is recognized that the parties have discussed the matter of a chest freezer, which freezer is currently in the possession of Wife. It is acknowledged and agreed that she shall be the exclusive owner of this asset. Husband shall sign all forms necessary to remove his name from P. O. Box 109 of Woodland, PA 16881.

6. 1999 Tax Return - An issue had arisen between the parties concerning accounting for the funds gained from the 1999 income tax return. Also, an issue has arisen as to whether an amended tax return would be filed for 1999 seeking to claim an additional dependency deduction for Wife's son Andrew. It is agreed that Wife will make no further claim for the 1999 income tax refund. It is agreed that if any audit or challenge shall be made to the tax return, that Husband alone shall be responsible for it, as he received the entire refund for the income tax return that was filed.

7. Waiver of Claims - In signing this agreement, the parties waive all claims against one another, except the rights and duties set forth in this agreement. Among the claims specifically waived are any claim for alimony (temporary or permanent), spousal support, equitable distribution of assets, equitable allocation of debts, and any other right arising out of the Divorce Code, with the limited exception of the contractual obligations set forth in this agreement.

8. 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 and future laws of any jurisdiction, the right to share in the property or the estate of the other as a result of the marital

relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance, the right to take property under equitable distribution, the right to take under intestacy laws, the right to take against the will of the other, and the right to act as administrator or executor of the other's estate, and each will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interests, rights and claims.

9. Mutual Release - Except for liabilities as set forth heretofore in this agreement, each party hereunto and by this agreement does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, release the other from all claims, liabilities, debts, obligations, actions and all causes of action of every kind and nature whatsoever that have been or will be occurring relating to or arising out of the marriage between the parties. However, neither party is relieved nor discharged from any obligation under this agreement or under any instrument or document executed pursuant to this agreement.

10. Entire Agreement and Effective Date - This agreement contains the entire understanding of the parties, as there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This agreement shall take effect upon the date that it is signed by both parties.

11. Enforcement - 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, including an enforcement action filed to the divorce caption under 23 Pa.C.S. §3105. The party breaching this agreement shall be responsible for payment of reasonable legal fees and costs incurred by the other in enforcing his or her rights under this agreement, whether enforcement is ultimately achieved by litigation or by amicable resolution.

12. Separability - If any terms, conditions, clauses or provisions of this agreement shall be determined or declared to be void or invalid 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 and effect. Likewise, the failure of any party to meet his or her obligations under any one or more of the paragraphs herein shall in no way alter the remaining obligations of the parties.

13. Construction - This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Those headings used in the text of this agreement are solely for the convenience of reference, and do not have any effect in meaning or construction.

IN WITNESS WHEREOF, the parties hereunto are signing this agreement in counterparts, with each of the parties retaining an original document when it is executed by both parties. The signatures are set forth herein with the intent of making the parties hereunto legally bound.

PARTY OF THE FIRST PART/  
WIFE:

Elizabeth R. Sallurday  
Elizabeth R. Sallurday  
DATE: 4-27-2000

PARTY OF THE SECOND PART/  
HUSBAND:

Robert J. Sallurday  
Robert J. Sallurday  
DATE: 6-20-00

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA:

:SS:

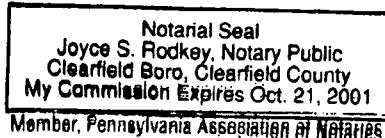
COUNTY OF CLEARFIELD

:

On this 21<sup>th</sup> day of June, 2000, before me, the undersigned officer, a Notary Public, personally appeared **ELIZABETH R. SALLURDAY**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Marriage Settlement Agreement, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Joyce S. Rodkey  
\_\_\_\_\_  
Notary Public



**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA:

:SS:

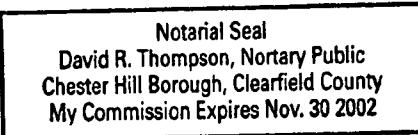
COUNTY OF CLEARFIELD

:

On this 20 day of June, 2000, before me, the undersigned officer, a Notary Public, personally appeared **ROBERT J. SALLURDAY**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Marriage Settlement Agreement, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

David R. Thompson  
\_\_\_\_\_  
Notary Public



**APPENDIX A**

**Attached hereto are the Affidavits of Consent to be signed by Husband and Wife, and the Notice of Waiver of Filing of Request for Entry of Divorce Decree.**

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\* Docket No. 00-336-CD  
IN DIVORCE

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on March 17, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of the filing of the Complaint.
3. I consent to the entry of a final Decree of Divorce.
4. I understand that if a claim for alimony, alimony pendente lite, marital property or counsel fees or expenses has not been filed with the Court before the entry of a final Decree of Divorce, the right to claim any of them will be lost.
5. This Affidavit of Consent is being executed with the understanding that there is no reservation of jurisdiction over any property rights matters pertaining to the divorce proceeding herein, including equitable distribution, temporary alimony, permanent alimony, costs and counsel fees.

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

DATE: 6-27-2000

Elizabeth R. Sallurday  
Elizabeth R. Sallurday,  
Plaintiff

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\* Docket No. 00-336-CD  
IN DIVORCE

AFFIDAVIT OF CONSENT

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

DATE: 6-20-00

  
\_\_\_\_\_  
Robert J. Sallurday,  
Defendant

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\*

\*

\*

\*

Docket No. 00-336-CD

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 made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

DATE: 6-27-2000

Elizabeth R. Sallurday  
Elizabeth R. Sallurday

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\* Docket No. 00-336-CD

\*  
\*  
\*

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

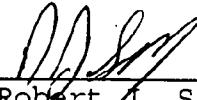
1. I consent to the entry of a final decree of divorce without notice.

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 made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

DATE: 6-20-00

  
\_\_\_\_\_  
Robert J. Sallurday

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

ELIZABETH R. SALLURDAY, \*  
Plaintiff

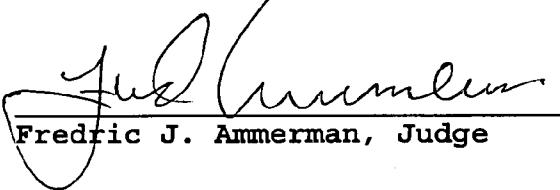
-vs-\* Docket No. 00-336-CD

ROBERT J. SALLURDAY,  
Defendant \*

D E C R E E

AND NOW, this 29 day of June, 2000, it  
is ORDERED AND DECREED that ELIZABETH R. SALLURDAY, Plaintiff, and  
ROBERT J. SALLURDAY, Defendant, are divorced from the bonds of  
matrimony. Further, the Postnuptial Agreement executed by the  
parties on June 20, 2000 and June 27, 2000, is incorporated herein  
by reference. The parties are ordered to comply with the terms and  
provisions of said Agreement as though set forth in full.

BY THE COURT:

  
\_\_\_\_\_  
Fredric J. Ammerman, Judge

## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

COUNTY  
CLEARFIELDRECORD OF  
DIVORCE OR ANNULMENT  
(CHECK ONE)  

STATE FILE NUMBER

STATE FILE DATE

## HUSBAND

1. NAME (First) Robert James Sallurday (Middle) (Last)				2. DATE OF BIRTH (Month) (Day) Year 10/25/64
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State P. O. Box 88, Hawk Run, PA 16840				4. PLACE OF BIRTH (State or Foreign Country) Philipsburg, PA
6. NUMBER OF THIS MARRIAGE 2	6. RACE WHITE <input checked="" type="checkbox"/> <input type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION Auto Mechanic

## WIFE

8. MAIDEN NAME (First) Elizabeth Rose Mackereth (Middle) (Last)				9. DATE OF BIRTH (Month) (Day) Year 01/27/66
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State P. O. Box 109, Main Street, Woodland, PA 16881				11. PLACE OF BIRTH (State or Foreign Country) Clearfield, PA
12. NUMBER OF THIS MARRIAGE 2	6. RACE WHITE <input checked="" type="checkbox"/> <input type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION Homemaker
15. PLACE OF THIS MARRIAGE (County) Clearfield (State or Foreign Country) PA				16. DATE OF THIS MARRIAGE (Month) (Day) Year 09/25/99
17A. NUMBER OF CHILDREN THIS MARRIAGE 0	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) N/A				21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT § 3301(c) of Divorce Code
22. DATE OF DECREE (Month) (Day) (Year)				23. DATE REPORT SENT (Month) TO VITAL RECORDS (Day) (Year)
24. SIGNATURE OF TRANSCRIBING CLERK				

Elizabeth R. Sallurday SSN#190-56-8465  
Robert J. Sallurday SSN#197-50-6821

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

CERTIFICATE OF SERVICE  
Docket No. 00-336-CD

*Law Office*

DWIGHT L. KOERBER, JR.

ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

ELIZABETH R. SALLURDAY,  
Plaintiff

\*

-vs-

\*

Docket No. 00-336-CD

ROBERT J. SALLURDAY,  
Defendant

\*

Type of Pleading:  
CERTIFICATE OF SERVICE

Filed on behalf of:  
PLAINTIFF:  
Elizabeth R. Sallurday

Counsel of record for  
this party:

Dwight L. Koerber, Jr.  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**

JUL 05 2000  
0/2:30/00  
William A. Shaw  
Prothonotary

1 copy to Am

*SCS*

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

ELIZABETH R. SALLURDAY, \*  
Plaintiff

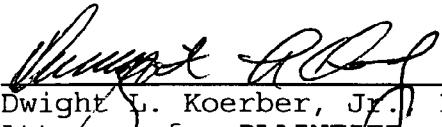
-vs- \* Docket No. 00-336-CD

ROBERT J. SALLURDAY,  
Defendant \*

CERTIFICATE OF SERVICE

This is to certify that on the 29th day of June, 2000, the undersigned served a certified copy of the PRAECIPE TO TRANSMIT RECORD, which has attached to it the fully executed AFFIDAVIT OF CONSENTS of both plaintiff and defendant and the WAIVERS OF NOTICE OF INTENTION TO REQUEST §3301(c) DIVORCE DECREE of both plaintiff and defendant and further, on July 5, 2000, the undersigned served a certified copy of the DECREE IN DIVORCE in the above captioned matter upon counsel for defendant. Such documents were served by United States First Class Mail upon the following:

David R. Thompson, Esquire  
308 Walton Street, Suite 4  
P. O. Box 587  
Philipsburg, PA 16866-0587

  
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFF:  
Elizabeth R. Sallurday

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
Docket No. 00-336-CD

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

NOTICE OF INTENTION TO RESUME  
PRIOR NAME

FILED  
O/ 3<sup>rd</sup> 05 PM  
JUL

WITNESS TO THIS  
Foothold, July

3rd 2004 At

10<sup>th</sup> Ekd

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\*  
\*  
\*  
\*

Docket No. 00-336-CD

Type of pleading:  
NOTICE OF INTENTION TO  
RESUME PRIOR NAME

Filed on behalf of:  
PLAINTIFF, Elizabeth R.  
Sallurday

Counsel of record for  
this party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED

JUL -5 2000

William A. Shaw  
Prothonotary

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

ELIZABETH R. SALLURDAY,  
Plaintiff

-vs-

ROBERT J. SALLURDAY,  
Defendant

\*

\*

\* Docket No. 000-336-CD

\*

\*

NOTICE OF INTENTION TO RESUME PRIOR NAME

Notice is hereby given that the plaintiff in the above matter, having been granted a final Decree in Divorce on the 29th day of June, 2000, hereby intends to resume and hereafter use her previous name of **ELIZABETH R. MACKERETH** and gives this written notice avowing her intention in accordance with the provisions of 54 Pa.C.S. §704.

Respectfully submitted,

By: Dwight L. Koerber, Jr. Esquire  
Attorney for Plaintiff

CONCURRENCE

I concur in the notice that I intend to resume my maiden name of **ELIZABETH R. MACKERETH**.

31 Elizabeth R. Sallurday  
Elizabeth R. Sallurday

TO BE KNOWN AS:

34 Elizabeth R. Mackereth  
Elizabeth R. Mackereth  
DATE: July 5, 2000

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA:

:SS:

COUNTY OF CLEARFIELD

:

On the 5th day of July, 2000, before me, a Notary Public, personally appeared **ELIZABETH R. SALLURDAY**, known to me to be the person whose name is subscribed to the within document and acknowledged that she executed the foregoing for the purpose therein contained.

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

Shaune Wiser

Notary Public

