

00-34640  
RUSSELL W. KEPHART -vs- DINA M. KEPHART

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

RUSSELL W. KEPHART,

\*

\*

PLAINTIFF

\*

No. 00-346-CD

\*

VS.

\*

DINA M. KEPHART,

\*

\*

DEFENDANT

\*

\*

FILED ON BEHALF OF:  
Plaintiff

\*

\*

\*

COUNSEL OF RECORD FOR THIS  
PARTY:

\*

David R. Thompson, Esquire

\*

P.O. Box 587

\*

Philipsburg, PA 16866

\*

(814) 342-4100

\*

I.D. No. 73053

\*

\*

\*

THERE IS ONE MINOR CHILD  
BORN OF THIS MARRIAGE  
CHRISTOPHER WARREN KEPHART,  
(D.O.B. 3/5/94)

FILED

MAR 20 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

RUSSELL W. KEPHART,

\*

\*

PLAINTIFF

\* No. 00- -CD

\*

vs.

\* TYPE OF PLEADING: COMPLAINT  
\* IN DIVORCE

DINA M. KEPHART,

\*

\*

DEFENDANT

NOTICE TO DEFEND AND CLAIM RIGHTS

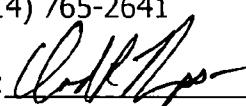
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed against you and a Decree of Divorce or annulment may be entered against you for any other claim. You may 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 the marriage counselors is available in the Office of the Prothonotary at Clearfield County Courthouse, Clearfield, Pennsylvania, 16830.

IF YOU DO NOT FILE FOR ALIMONY, MARITAL PROPERTY, COUNSEL FEES, OR EXPENSES BEFORE THE FINAL DECREE OF DIVORCE OR ANNULMENT IS ENTERED, 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 SE FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
Clearfield PA 16830  
(814) 765-2641

By:   
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

RUSSELL W. KEPHART,

\*

\*

PLAINTIFF

\* No. 00- -CD

\*

vs.

\* TYPE OF PLEADING: COMPLAINT  
\* IN DIVORCE

DINA M. KEPHART,

\*

\*

DEFENDANT

COMPLAINT

AND NOW, comes the Plaintiff by and through his attorney, DAVID R. THOMPSON, and files this Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff is Russell W. Kephart who resides at RR 1 Box 57, Houtzdale, Clearfield County, Pennsylvania, 16651.
2. Defendant is Dina M. Kephart, who resides in the Warren Hospital, Warren, Pennsylvania.
3. Plaintiff and Defendant have been bonafide residents of the Commonwealth for at least six months.
4. Plaintiff and Defendant were married on August 24, 1991 in Gearhartville, Pennsylvania.
5. There is one child born of this marriage: Christopher Warren Kephart (D.O.B. 3/5/94).

### **COUNT I - DIVORCE**

6. This action is not collusive. (Does not apply to Sections 3301(c) of the Divorce Code.

7. There have been no prior actions of divorce or for annulment between the parties.

8. 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.

9. The marriage is irretrievably broken.

10. Plaintiff requests the Court to enter a decree of divorce.

WHEREFORE, Plaintiff requests the entry of a Decree of Divorce.

### **COUNT II - CUSTODY**

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. The minor child currently resides with Plaintiff at RR 1 Box 57, Houtzdale, Clearfield County, Pennsylvania, 16651.

12. Prior to the Plaintiff and Defendant separating, the minor child resided with both parties at RR 1 Box 57, Houtzdale, Clearfield County, Pennsylvania, and has resided at that address for a period in excess of six (6) months.

13. No prior determination concerning custody has been made.

14. Plaintiff believes and therefore avers that it would be in the best interest of the child if Plaintiff were to be awarded shared legal custody and primary physical custody of the said minor child, subject to Defendant's right to partial physical custody/visitation.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order awarding Defendant's shared legal custody and partial physical custody of the said minor child subject to Plaintiff's right to primary physical custody.

### **COUNT III - EQUITABLE DISTRIBUTION**

Paragraphs 1 through 14 are incorporated by reference as though the same were set forth at length herein.

15. Plaintiff and Defendant have legally and beneficially obtained property during their marriage.

16. In the event, Plaintiff and Defendant are unable to agree to an equitable division of this said property, Plaintiff requests this Court to do so.

WHEREFORE, Plaintiff requests this Court to equitably divide the marital property, in the event the parties are unable to come to a mutual agreement of the same.

Respectfully submitted,



---

David R. Thompson, Esquire

**NOTICE OF AVAILABILITY OF COUNSELING**

The Divorce Code provides that marriage counseling be available to parties in divorce actions. Under some circumstances the Court may require such counseling.

You should notify your attorney if you wish the Court to Order marriage counseling.

The Domestic Relations Section located in the Clearfield County Courthouse, Clearfield, Pennsylvania, will provide you with a list of qualified counselors, but you are not required to select a counselor from that list.

Fees for counseling are set by the counselor, and payment is the responsibility of the parties involved. The costs of counseling provided by some agencies is based on ability to pay.

For additional information, contact your attorney or the Domestic Relations Section.

Copy to Plaintiff/Copy to Defendant

**VERIFICATION**

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

DATE: 3/1/00

Russell Kephart  
Russell Kephart, Plaintiff

**FILED**

REC'D MAR 20 2000

91003/2cc Atty Thompson  
William A. Shaw  
Prothonotary

Atty Thompson

PD \$100.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

RUSSELL W. KEPHART,

\*  
\* No. 00-346-CD

PLAINTIFF

\*  
\* TYPE OF PLEADING:  
\* Affidavit of Service

V

\*  
\* FILED ON BEHALF OF:  
\* PLAINTIFF

DINA M. KEPHART,

\*

DEFENDANT

\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:

\*

\* David R. Thompson, Esquire  
\* P.O. Box 587  
\* Philipsburg, PA 16866  
\* (814) 342-4100  
\* I.D. No. 73053

CD

10

100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

RUSSELL W. KEPHART,	*
	*
PLAINTIFF	* NO. 00-346-CD
	*
V	*
	*
DINA M. KEPHART,	*
	*
DEFENDANT	*

AFFIDAVIT OF SERVICE

I, DAVID R. THOMPSON, Esquire, hereby certify that I have caused to be served upon DINA M. KEPHART, A certified copy of the COMPLAINT IN DIVORCE, in the above captioned matter. I served the same by depositing in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

DINA M. KEPHART  
c/o Warren State Hospital  
330 Main Drive  
North Warren, PA 16365-5099

Dated: 3-27-00

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

Dina M. Kephart  
c/o Warren State Hospital  
33 Maine Drive  
North Warren, PA 16365-5098

4a. Article Number

2 365-029-058

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery

3/24/00

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

Xn, Beal, Inc. Inc.

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

ED

W. C. A. M.  
William C. A. M.  
Shaw City  
Prothonotary  
Thomson

(Key)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

RUSSELL W. KEPHART, \*  
Plaintiff \* No. 00-346-CD  
vs. \*  
\*  
\*  
\*  
DINA M. KEPHART \*  
Defendant \*

CR  
**FILED**

JUL 19 2000

William A. Shaw  
Prothonotary

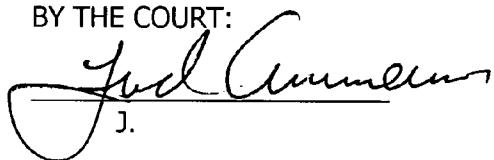
**CONSENT ORDER**

AND NOW, this 19 day of July, 2000, upon agreement reached by the parties in the above captioned matter as indicated by their signatures hereto, it is the ORDER of this Court that custody over the said minor child (CHRISTOPHER WARREN KEPHART) by RUSSELL W. KEPHART, hereinafter "FATHER", and DINA M. KEPHART, hereinafter "MOTHER", shall be as follows:

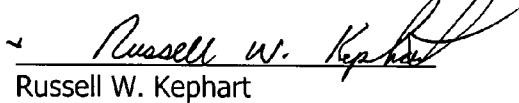
1. FATHER and MOTHER shall share joint legal custody of the said minor child.
2. FATHER shall have primary physical custody of the said minor child, subject to MOTHER'S periods of partial physical custody/visitation.
3. MOTHER shall have periods of partial physical custody/visitation:
  - a. As the parties may agree.
4. Each party shall have equal access to all medical and educational records of this child, and each party shall have the further right to unrestricted telephone contact with this

child during the times they are in the custody of the other parent.

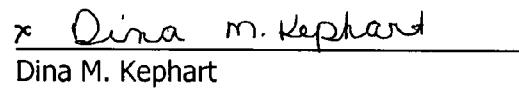
BY THE COURT:



We the undersigned, hereby acknowledge our consent to the entry of this Order.



Russell W. Kephart



Dina M. Kephart

COMMONWEALTH OF PENNSYLVANIA:

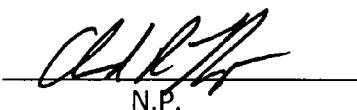
SS:

COUNTY OF CLEARFIELD

ON THIS, the 13 day of July, 2000, before me, a Notary Public, personally appeared RUSSELL W. KEPHART, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notarial Seal  
David R. Thompson, Notary Public  
Chester Hill Borough, Clearfield County  
My Commission Expires Nov. 30 2002



N.P.

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF Clearfield

ON THIS, the 13 day of July, 2000, before me, a Notary Public, personally appeared DINA M. KEPHART, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notarial Seal  
David R. Thompson, Notary Public  
Chester Hill Borough, Clearfield County  
My Commission Expires Nov. 30 2002



N.P.

**FILED**

JUL 19 2000  
O 11:37 3cc  
William A. Shaw  
Prothonotary  
City of Thompson

*ESB*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

RUSSELL W. KEPHART,

\*

Plaintiff

\* No. 00-346-CD

\*

\*

\*

\*

DINA M. KEPHART,

\*

Defendant

\* TYPE OF CASE:

\* Civil Action - Law

\*

\*

\* TYPE OF PLEADING:

\* Praecipe to Transmit Record

\*

\* FILED ON BEHALF OF:

\* Plaintiff

\*

\* COUNSEL OF RECORD FOR THIS  
\* PARTY:

\* David R. Thompson, Esquire

\* Supreme Court I.D. No. 73053

\* DAVID R. THOMPSON LAW OFFICE

\* P.O. Box 587

\* Philipsburg PA 16866

\* (814) 342-4100

\*

FILED

JUL 18 2000

WILLIE A. Shaw  
prokectary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

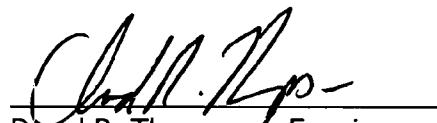
CIVIL ACTION - LAW

RUSSELL W. KEPHART,	*
	*
Plaintiff	No. 00-346-CD
	*
	*
VS.	*
	*
	*
DINA M. KEPHART,	*
	*
Defendant	*
	*

**PRAECIPE TO TRANSMIT RECORD**

TO THE PROTHONOTARY:

Kindly transmit the record in the above captioned matter to the Court for consideration of Entry of a Final Decree in Divorce.



\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

RUSSELL W. KEPHART,	*
	*
Plaintiff	No. 00-346-CD
	*
	*
vs.	*
	*
	*
DINA M. KEPHART,	*
	*
Defendant	*
	*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on March 22, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken. Ninety days have elapsed since the filing of the Complaint.
3. Defendant consents to the entry of a Final Decree of Divorce.
4. I understand that if a claim for alimony pendente lite, marital property or counsel fees or expenses has not been filed with the Court before the entry of a Final Decree in Divorce, the right to claim any of them will be lost.

The party whose signature appears below verifies that the statements made in this Affidavit are true and correct, and that they are made subject to the penalties of 18 Pa. C.S. 4909 relating to unsworn falsification to authorities.

DATED: 7/13/00

Dina M. Kephart  
Dina M. Kephart, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

RUSSELL W. KEPHART, \*  
Plaintiff \* No. 00-346-CD  
\*  
\*  
\* vs.  
\*  
\*  
\*  
\* DINA M. KEPHART, \*  
Defendant \*  
\*  
\*

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

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

I verify 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: 7/13/00

Dina M. Kephart  
Dina M. Kephart, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

RUSSELL W. KEPHART,	*
	*
Plaintiff	No. 00-346-CD
	*
	*
vs.	*
	*
DINA M. KEPHART,	*
	*
Defendant	*
	*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on March 22, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken. Ninety days have elapsed since the filing of the Complaint.
3. Plaintiff consents to the entry of a Final Decree of Divorce.
4. I understand that if a claim for alimony pendente lite, marital property or counsel fees or expenses has not been filed with the Court before the entry of a Final Decree in Divorce, the right to claim any of them will be lost.

The party whose signature appears below verifies that the statements made in this Affidavit are true and correct, and that they are made subject to the penalties of 18 Pa. C.S. 4909 relating to unsworn falsification to authorities.

DATED: 7/13/00

Russell W. Kephart  
Russell W. Kephart, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

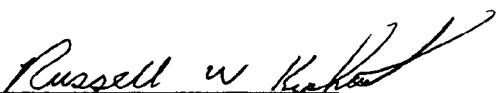
RUSSELL W. KEPHART,	*
	*
Plaintiff	No. 00-346-CD
	*
	*
vs.	*
	*
	*
DINA M. KEPHART,	*
	*
Defendant	*
	*

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

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

I verify 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: 7/13/07

  
\_\_\_\_\_  
Russell W. Kephart, Plaintiff

FILED NOCC  
07/18/2000  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

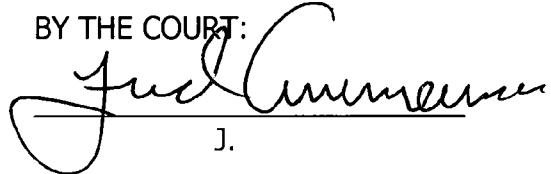
RUSSELL W. KEPHART,	*
	*
Plaintiff	No. 00-346-CD
	*
	*
vs.	*
	*
	*
DINA M. KEPHART,	*
	*
Defendant	*
	*

**DIVORCE DECREE**

AND NOW, to wit: this 19<sup>th</sup> day of July, 2000, it is ORDERED,  
ADJUDGED and DECREED that RUSSELL W. KEPHART, Plaintiff, and DINA M. KEPHART,  
Defendant, are divorced from the bonds of matrimony.

Further, the Marriage Settlement Agreement attached thereto, dated July 13, 2000,  
will appear of record in this case, and is hereby incorporated in full as part of this Divorce  
Decree.

BY THE COURT:



J. Ammerman

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)	2. DATE OF BIRTH	(Month)	(Day)	(Year)
	Russell	W.	Kephart		4	11	64
3. RESIDENCE	Street or R.D.	City, Boro. or Twp.	County	4. PLACE OF BIRTH	(State or Foreign Country)		
	RR 1 Box 57	Houttdale	Clearfield	PA	Pennsylvania		
5. NUMBER OF THIS MARRIAGE	1	6. RACE	WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION	勞工

**WIFE**

8. MAIDEN NAME	(First)	(Middle)	(Last)	9. DATE OF BIRTH	(Month)	(Day)	(Year)	
Stoffer	Stoffer	Dina	M.	Kephart		5	31	69
10. RESIDENCE	Street or R.D.	City, Boro. or Twp.	County	11. PLACE OF BIRTH	(State or Foreign Country)			
	206 Rear Apt. Turnpike Avenue	Clearfield	PA	PA	Pennsylvania			
12. NUMBER OF THIS MARRIAGE	1	13. RACE	WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION	Unemployed	
15. PLACE OF THIS MARRIAGE	(County)	(State or Foreign Country)			16. DATE OF THIS MARRIAGE	(Month)	(Day)	(Year)
	Clearfield	PA				8	24	91
17A. NUMBER OF CHILDREN THIS MARRIAGE	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18.	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>	SPLIT CUSTODY <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT	Irretrievable Breakdown		
22. DATE OF DECREE	(Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS	(Month)	(Day)	(Year)	

24. SIGNATURE OF  
TRANSCRIBING CLERK

**MARRIAGE SETTLEMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 13 day of July, 2000, by and between **RUSSELL W. KEPHART**, currently of RR 1 Box 57, Houtzdale, Pennsylvania, 16651, hereinafter referred to as "**HUSBAND**",

AND

**DINA M. KEPHART**, currently of 206 Rear Apartment, Turnpike Avenue, Clearfield, Pennsylvania, hereinafter referred to as "**WIFE**".

**WHEREAS**, diverse unhappy differences, disputes and difficulties have arisen between the parties and it is the intention of **HUSBAND** and **WIFE** to live separate and apart; and

**WHEREAS, HUSBAND** filed a Complaint in the Court of Common Pleas, Clearfield County, on March 22, 2000 and docketed to number 00-346-CD and the parties hereto agree that they intend to obtain a mutual consent divorce.

**WHEREAS, HUSBAND** has hired **DAVID R. THOMPSON**, Attorney at Law, to represent him in this divorce proceeding who shall undertake to advise **HUSBAND** and explain the legal implications involved with this document. **WHEREAS, WIFE** has been advised to obtain independent legal counsel to represent her in this divorce proceeding who would undertake to advise **WIFE** and explain the legal implications involved with this document.

**WHEREAS**, the parties desire to fully and finally settle their respective financial and property rights and obligations as between each other, and to settle without resort to litigation all other issues; and

**FILED**

JUL 1 2 2000

William A. Shaw  
Prothonotary

**WHEREAS**, both parties hereby agree to release and discharge any and all claims which either may have against the other.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained, and intending to be legally bound hereby, the parties do 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 she or he may from time to time choose or deem fit. The foregoing provision shall not be taken as an admission on the part of either party of the lawfulness 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 she or he 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 other's 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 the following disputes existing between them, those being any and all claims for **WIFE'S** and/or **HUSBAND'S** maintenance and/or for support, alimony, counsel fees and costs, and equitable distribution.

4. **DEBTS: HUSBAND** and **WIFE** represent and warrant to each that neither one has contracted any debt or debts, charges or liabilities whatsoever except as hereinafter expressly set forth, for which the other party or their property or their estate 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.

A. The parties hereby agree that the joint debts shall be paid as follows:

(1) Title to a jointly held 1999 Honda Allantra shall be retained by **HUSBAND**. **HUSBAND** shall assume and pay all lease payments to Keystone Financial. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any liability for payment of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

(2) A mortgage to Eva Frank, currently held in both names, in the approximate amount of \$16,000.00 shall be assumed and paid for by **HUSBAND**. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

(3) A mortgage to Mid State Bank, currently held in both names, in the approximate amount of \$25,000.00 shall be assumed and paid for by **HUSBAND**. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

(4) A jointly held Master Card with an approximate balance of \$3,400.00 shall be assumed and paid by **HUSBAND**. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

(5) It is agreed that credit cards held in **WIFE**'s name only, shall be assumed by and paid for by **WIFE**, and **WIFE** agrees to indemnify save and hold **HUSBAND** harmless from any liability for payment of the same. **WIFE** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **HUSBAND** liable, **WIFE** will, at her expense, defend the **HUSBAND** against any such claim or demand, whether or not well-founded.

(6) It is agreed that credit cards held in **HUSBAND**'s name only, shall be assumed by and paid for by **HUSBAND**, and **HUSBAND** agrees to indemnify save and hold **WIFE** harmless from any liability for payment of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking

to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

(7) **WIFE** shall be responsible for the payment of all of her medical bills.

**Wife** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **HUSBAND** liable, **WIFE** will, at her expense, defend the **HUSBAND** against any such claim or demand, whether or not well-founded.

B. The parties agree that all joint charge accounts shall be closed.

#### 5. **MARITAL PERSONAL PROPERTY:**

A. Furniture and other personal items have been divided between the parties as of the signing of this agreement, and, each of the parties hereto shall hereafter keep as his or her sole property any personality in his or her possession, except as to specific items otherwise referred to by the terms of this Agreement.

B. Title to a jointly owned 1987 Pontiac 6000 shall be transferred to **WIFE**. **WIFE** shall be responsible for any debt, liability and/or obligations incurred on same. Further, **WIFE** agrees to indemnify, save and hold **HUSBAND** harmless from any of the said debts, liabilities and/or obligations of the same. **WIFE** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **HUSBAND** liable, **WIFE** will, at her expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

C. Title to a jointly owned 1999 Honda Allantra shall be transferred to **HUSBAND**, upon satisfaction of the lien thereon. **HUSBAND** shall be responsible for any

debt, liability and/or obligations incurred on same pursuant to Paragraph 4(A)(1) herein. Further, **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts, liabilities and/or obligations of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **HUSBAND** against any such claim or demand, whether or not well-founded.

**6. MARITAL REAL PROPERTY:** **HUSBAND** and **WIFE** are the owners of property located in Woodward Township, Clearfield County, Pennsylvania. The parties agree to the following division of said real property:

A. **WIFE** agrees to convey unto **HUSBAND** all of her right, title and interest in and to the said real property. **WIFE** shall execute a Quit Claim Deed at the signing of this agreement, which shall be held in escrow at the Law Office of David R. Thompson until such time that the joint mortgages on said property are satisfied, or **HUSBAND** is able to refinance said mortgage notes into his name solely. **HUSBAND** shall be responsible for the costs of the preparation of said deed and recording. **HUSBAND** shall make all mortgage payments on said real property, as per the terms and conditions as set forth in Paragraph 4(A)2 and 3.

**7. CHECKING AND SAVINGS ACCOUNTS:** The parties hereto agree that all jointly held checking, savings and other accounts, have been closed and the proceeds divided equally between the parties.

**8. MUTUAL RELEASE:** Subject to the provisions of this Agreement each party has released and discharged, and by this Agreement does for herself or himself and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all cause of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce and except any or all causes of action for breach of any provision of this Agreement.

**9. ALIMONY, ALIMONY PENDENTE LITE and SPOUSAL SUPPORT:** **HUSBAND** and **WIFE** agree to waive and release any rights they may have against the other for alimony, alimony pendente lute and/or spousal support. Commencing with the signing of this Agreement, except as expressly provided for herein, it shall hereafter be the sole responsibility of each party to sustain himself or herself without seeking alimony or spousal support from the other party. Further, each party shall be responsible for the payment of his or her own attorney's fees and costs.

**10. CHILD CUSTODY AND CHILD SUPPORT:** The arrangements for custody of **CHRISTOPHER WARREN KEPHART** (DOB: 3/5/94) are given at length in the Custody Agreement executed by both parties attached hereto and made a part hereof as Exhibit "A".

Child support is as may be petitioned for by either party, as per the guidelines of Domestic Relations, and as may be modified by the Court.

11. **PENSIONS AND LIFE INSURANCE: HUSBAND and WIFE** agree to waive and release any rights they may have against the other on any pension, IRA, 401K, and/or other retirement account, and life insurance accounts they may have. The parties further agree that **HUSBAND** shall maintain his respective life insurance policies currently in existence and may elect to change his named beneficiary.

12. **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. The parties therefore, shall each execute a Request to Incorporate Agreement to its final decree.

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

14. **WAIVERS OF CLAIMS AGAINST ESTATE:** 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 hereinafter acquire, under the present or future laws of any jurisdiction, to share in the property of the estate of the other as a result of the marital relationship, including without limitation, dower, courtesy, 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 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.

**15. ADDITIONAL INSTRUMENT:** 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, including Deeds, vehicle titles and sales tax forms and any and all other forms which may be required to effect said transfer of vehicles and/or property.

**16. DIVORCE: HUSBAND and WIFE** agree to cooperate in obtaining a no-fault divorce under Section 3301 (c) of the Divorce Code in the divorce action in the Centre County Court of Common Pleas filed to No. 00-346-CD. The Parties shall execute an Affidavit of Consent and Waiver at the proper time, ninety (90) days after the filing of the Divorce Complaint. The parties agree to incorporate this Marriage Settlement Agreement into the Divorce Order.

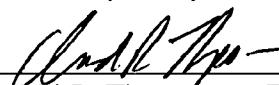
**17. DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

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

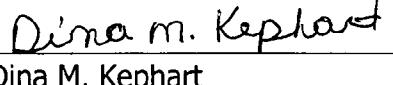
**19. APPLICABLE LAW:** This Agreement shall be construed under the law of the Commonwealth of Pennsylvania.

**20. VOID CLAUSES:** If any term, 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 respects this Agreement shall be valid and continue in full force, effect and operation.

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

  
\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Plaintiff

  
\_\_\_\_\_  
Russell W. Kephart (SEAL)

  
\_\_\_\_\_  
Dina M. Kephart (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Clearfield*

:ss:

On this **13** day of **July**, 2000, before me, a Notary Public, the undersigned officer, personally appeared, **RUSSELL W. KEPHART**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notarial Seal

David R. Thompson, Notary Public  
Chester Hill Borough, Clearfield County  
My Commission Expires Nov. 30 2002

*Russell W. Kephart*  
N.P.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Clearfield*

:ss:

On this **13** day of **July**, 2000, before me, a Notary Public, the undersigned officer, personally appeared, **DINA M. KEPHART**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notarial Seal

David R. Thompson, Notary Public  
Chester Hill Borough, Clearfield County  
My Commission Expires Nov. 30 2002

*Dina M. Kephart*  
N.P.

# COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

RUSSELL W. KEPHART,	*
	*
	No. 00-346-CD
Plaintiff	*
vs.	*
DINA M. KEPHART	*
	*
	*
Defendant	*

**CONSENT ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2000, upon agreement reached by the parties in the above captioned matter as indicated by their signatures hereto, it is the ORDER of this Court that custody over the said minor child (CHRISTOPHER WARREN KEPHART) by RUSSELL W. KEPHART, hereinafter "FATHER", and DINA M. KEPHART, hereinafter "MOTHER", shall be as follows:

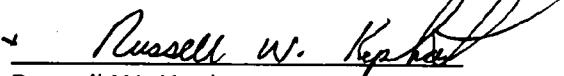
1. FATHER and MOTHER shall share joint legal custody of the said minor child.
2. FATHER shall have primary physical custody of the said minor child, subject to MOTHER'S periods of partial physical custody/visitation.
3. MOTHER shall have periods of partial physical custody/visitation:
  - a. As the parties may agree.
4. Each party shall have equal access to all medical and educational records of this child, and each party shall have the further right to unrestricted telephone contact with this

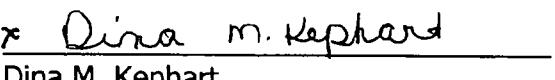
child during the times they are in the custody of the other parent.

BY THE COURT:

\_\_\_\_\_  
J.

We the undersigned, hereby acknowledge our consent to the entry of this Order.

  
Russell W. Kephart

  
Dina M. Kephart

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD

ON THIS, the 13 day of July, 2000, before me, a Notary Public, personally appeared RUSSELL W. KEPHART, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notarial Seal  
David R. Thompson, Notary Public  
Chester Hill Borough, Clearfield County  
My Commission Expires Nov. 30 2002

  
N.P.

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF Clefield

ON THIS, the 13 day of July, 2000, before me, a Notary Public, personally appeared DINA M. KEPHART, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notarial Seal  
David R. Thompson, Notary Public  
Chester Hill Borough, Clearfield County  
My Commission Expires Nov. 30 2002

  
N.P.