

00-392-CD  
LUCILLE H. READ -vs- BRIAN READ

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

LUCILLE H. READ,

Plaintiff

- vs -

\*

\*

\*

\*

\*

\*

BRIAN READ,

Defendant

\* No. 00-392-CO

Type of Action:  
Divorce

Type of Pleading:  
Complaint

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

THERE ARE NO CHILDREN  
BORN OF THIS MARRIAGE.

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

FILED

MAR 31 2000

William A. Shaw  
Prothonotary

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
- vs - \* No.  
\*  
BRIAN READ, \*  
Defendant \*

NOTICE TO DEFEND

You have been sued in Court for:

[XX] Divorce	[ ] Annulment of Marriage
[ ] Support (Child)	[ ] Custody
[XX] Division of Property	[ ] Visitation
[ ] Temporary Alimony	[ ] Alimony
[ ] Costs	[ ] Attorney Fees

If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree of divorce or annulment may be entered against you for any other claim or relief requested in these papers by the Plaintiff. You may lose money or property or other rights important to you.

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available at the Office of the Prothonotary, Clearfield County Courthouse, Clearfield, Pennsylvania.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, COUNSEL 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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
—  
109 NORTH BRADY STREET  
DUBOIS, PA 15801

COURT ADMINISTRATOR'S OFFICE  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
- vs - \* No.  
\*  
BRIAN READ, \*  
Defendant \*

COMPLAINT

AND NOW, comes the Plaintiff, Lucille H. Read, by and through her attorney, Richard H. Milgrub, Esquire, and files the following Complaint in Divorce:

1. Plaintiff is Lucille H. Read, an adult individual, who currently resides at 414 South State Street, DuBois, Pennsylvania.

2. Defendant is Brian Read, an adult individual, who currently resides at Lake Street, PO Box 203, Woodland, Pennsylvania.

3. Plaintiff and Defendant have been bona fide residents of the Commonwealth of Pennsylvania for at least six months (6) immediately previous to the filing of this Complaint.

4. Plaintiff and Defendant were married on July 4, 1992 by Pastor Leo Black at the home of the Plaintiff located at 414 South State Street, DuBois, Pennsylvania.

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

6. Plaintiff avers that she is entitled to a divorce on the ground that the marriage is irretrievably broken.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW

211 NORTH SECOND STREET  
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DUBOIS, PA 15801

7. That the Plaintiff has been advised of the availability of counseling and furthermore, the Plaintiff has been advised of the right to request that the Court require the parties to participate in counseling.

8. This action is not collusive.

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

Count II - Equitable Distribution

9. Paragraphs 1 through 4 of this Complaint are incorporated herein by reference as though set forth in full.

10. Plaintiff and Defendant have legally and beneficially acquired property, both real and personal, during their marriage from July 4, 1992 until February 27, 2000, the date of their separation, all of which property is "marital property".

11. Plaintiff and Defendant have acquired, prior to their marriage or subsequent thereto, "non-marital property" which has increased in value since the date of the marriage and/or subsequent to its acquisition during the marriage, which increase in value is "marital property".

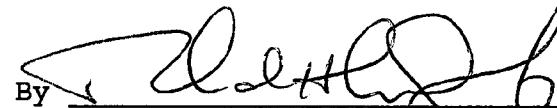
12. Plaintiff and Defendant have been able to agree as to an equitable division of said property to the date of the filing of this Complaint.

WHEREFORE, Plaintiff requests the agreement entered into

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
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DUBOIS, PA 15801

between the parties be incorporated into the final Divorce  
Decree.

By   
Richard H. Milgrub, Esquire  
Attorney for Plaintiff

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
  
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DUBOIS, PA 15801

I, Lucille H. Read, verify that the statements made in the Complaint 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: 3/30/00

Lucille H. Read

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
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211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

RICHARD H. MILGRUB  
*Attorney & Counselor at Law*

Richard H. Milgrub  
1/25/2010

Pd \$95.00

Attorney  
Pro bono

1/25/2010

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

LUCILLE H. READ,  
Plaintiff

\*  
\*  
\*  
\*  
\*  
\*  
\*

-vs-

\* No. 00-392-CD

BRIAN READ,  
Defendant

\*

Type of Pleading:  
Affidavit of Service

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW

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CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

APR 05 2000

William A. Shaw  
Prothonotary

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

LUCILLE H. READ,  
Plaintiff

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\* No. 00-392-CD  
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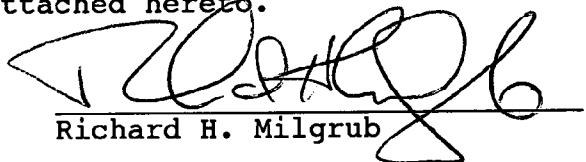
-vs-

BRIAN READ,  
Defendant

\*

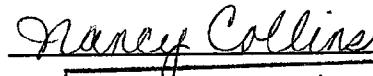
AFFIDAVIT OF SERVICE

Richard H. Milgrub, attorney for the above-named Plaintiff, being duly sworn according to law, deposes and states that Plaintiff's Complaint in Divorce was served upon the Defendant, Brian Read, by certified mail, return receipt requested on April 4, 2000, at the Defendant's residence of Lake Street, PO Box 203, Woodland, Pennsylvania, 16881, as appears from receipt of certified mail attached hereto.



Richard H. Milgrub

SWORN and SUBSCRIBED to before me this 5<sup>th</sup> day of April, 2000.



Nancy Collins

Notarial Seal  
Nancy Collins, Notary Public  
Pike Twp., Clearfield County  
My Commission Expires Mar. 24, 2003

Member, Pennsylvania Association of Notaries

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian Read  
Lake Street  
PO Box 203  
Woodland Pa  
16881

2. Article Number (Copy from service label)

7099 3400 0002 7589 9071

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Brian Read

B. Date of Delivery

4/4/00

C. Signature

Brian Read

Agent  
 Addressee

D. Is delivery address different from item 1?

Yes  
 If YES, enter delivery address below:

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW

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CLEARFIELD, PA 16830

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DUBOIS, PA 15801

785  
No Court Copy  
Prothonotary  
W. B. T. A. Shad  
0/3/10/10  
APR 03 2003

RICHARD H. MILGRUB  
*Attorney & Counselor at Law*  
211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

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

LUCILLE H. READ,

Plaintiff

\*

\*

\*

- vs -

\* No. 00-392-CD

BRIAN READ,

Defendant

\*

\*

Type of Action:  
Divorce

Type of Pleading:  
Praecipe to Transmit  
the Record

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

AUG 25 2000

William A. Shaw  
Prothonotary

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
- vs - \* No. 00-392-CD  
\*  
\*  
BRIAN READ, \*  
Defendant \*

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

Dear Sir:

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

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

2. Date and manner of service of the Complaint:

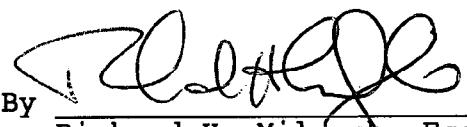
Served on the Defendant by certified mail, restricted delivery, return receipt requested on April 4, 2000.

3. Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: By Plaintiff on August 25, 2000 and by Defendant on August 24, 2000.

4. Date of execution of the Waiver of Notice required by Section 3301(c) of the Divorce Code: By Plaintiff on August 25, 2000, and by Defendant on August 24, 2000.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
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By   
Richard H. Milgrub, Esquire  
Attorney for Plaintiff

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
- vs - \* No. 00-392-CD  
\*  
BRIAN READ, \*  
Defendant \*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the  
Divorce Code was filed on March 31, 2000.

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

3. I consent to the entry of a final Decree of  
Divorce.

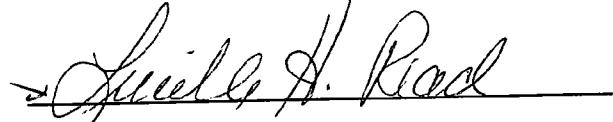
4. I understand that I may lose rights concerning  
alimony, division of property, lawyer's fees or expenses if I do  
not claim them before a divorce is granted.

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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
11 NORTH SECOND STREET  
CLEARFIELD, PA 16830

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DUBOIS, PA 15801

Date: 8/25/00

  
Lucille H. Read

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
- vs - \* No. 00-392-CD  
\*  
BRIAN READ, \*  
Defendant \*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the  
Divorce Code was filed on March 31, 2000.

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

3. I consent to the entry of a final Decree of  
Divorce.

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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
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CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

Date: 8-24-00

Brian Read

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
-vs- \* No. 00-392-CD  
\*  
BRIAN READ, \*  
Defendant \*

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

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

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

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

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

Date: 8/25/00

  
Lucille H. Read

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
11 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
-vs- \* No. 00-392-CD  
\*  
BRIAN READ, \*  
Defendant \*

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

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

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

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

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

Date: 8-24-00

Brian J. Read

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

FILED NO  
03-57515  
AUG 25 2000  
William A. Shaw  
Prothonotary

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
- vs - \* No. 00-392-CD  
\*  
BRIAN READ, \*  
Defendant \*

O R D E R

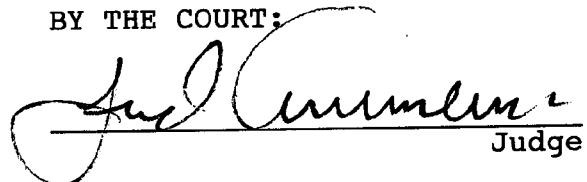
AND NOW, this 28 day of August, 2000,  
Plaintiff having filed a Complaint in Divorce under the Divorce  
Act on the 31st day of March, 2000, and the parties having filed  
Affidavits of Consent stating that the marriage of the  
Plaintiff and Defendant is irretrievably broken and ninety days  
(90) have elapsed from the date of the filing of the Complaint,

IT IS DECREED that LUCILLE H. READ be divorced and  
forever separated from the nuptial ties and bonds of matrimony  
hereto contracted between herself and BRIAN READ thereupon all of  
the rights, duties or claims accruing to either of said parties  
and pursuance of said marriage shall cease and determine and each  
of them shall be at liberty to marry again as though they had  
never been heretofore married with full force and recognition  
being given to the Property Settlement Agreement dated August 11,  
2000, which is attached hereto and incorporated by reference as  
though set forth in full.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
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CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

BY THE COURT:



Judge

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

LUCILLE H. READ, \*  
Plaintiff \*  
\*  
- vs - \* No. 00-392-CD  
\*  
BRIAN READ, \*  
Defendant \*

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 11<sup>th</sup> day of August,  
2000, by and between LUCILLE H. READ, who currently resides at  
414 South State Street, DuBois, Pennsylvania, hereinafter  
referred to as "Wife";

A  
N  
D

BRIAN READ, who currently resides at Lake Street, PO Box 203,  
Woodland, Pennsylvania, hereinafter referred to as "Husband".

W I T N E S S E T H

WHEREAS, the parties hereto were married on July 4, 1992  
in DuBois, Pennsylvania; and

WHEREAS, no children were born to the marriage; and  
WHEREAS, the parties have been living separate and  
apart for a period of time prior to the execution of this  
agreement; and

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

WHEREAS, both parties agree to relinquish any and all

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**FILED**

AUG 25 2000

William A. Shaw  
Prothonotary

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

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

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

1. Separation: It shall be lawful for each party at all times hereafter to live separate and apart from the other party as such place as he or she may from time to time choose or deem fit. The foregoing provisions shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart.

2. Interference: Each party shall be free from interference, authority, and contact by the other, as fully as if he or she were single and unmarried except as may be necessary to carry out the provisions of this Agreement. Neither party shall molest the other or attempt to endeavor to molest the other, nor compel the other to cohabit with the other, or in any way harass or malign the other, nor in any way interfere with the peaceful existence, separate and apart from the other, and each of the parties hereto completely understand and agree that neither shall do or say anything to the children of the parties at any time

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which might in any way influence the children adversely against the other party.

3. Desire of the Parties: It is the desire of the parties, after long and careful consideration, the amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, including any and all claims for Wife's and/or Husband's maintenance and/or for support, alimony, counsel fees and costs, custody and equitable distribution.

4. Debts: Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities whatsoever, for which the other party or their property or their estates shall or may be or become liable or answerable, and they covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them, except as expressly provided in this agreement. It is expressly understood that each party shall be responsible for the following debts and shall hold the other party harmless. It is further understood that if either party does not make payments on said debts as due, said parties shall be considered in contempt of this Order.

It shall be Wife's responsibility to pay the following bills: Conseco Finance Company, J.C. Penney, Beneficial, Bank One, National City and USDA-RHS.

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ATTORNEY & COUNSELOR  
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It shall be Husband's responsibility to pay the following bills: Citibank, Sears, Household Finance, ICS, Discover, First US Bank and Peoples Bank.

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

6. Checking and Savings Accounts: The parties agree that there are no checking or savings accounts in the name of Husband and Wife and that each has their own separate such accounts with respect to which the other will make no claim.

7. Division of Personal Property: The parties hereby agree that all items of personal property have been divided satisfactorily by the parties and neither shall make any claim to any such property presently in the possession of the other.

8. Division of Real Property: The parties hereby agree that Husband shall waive any and all interest in the former marital residence located at 414 South State Street, DuBois, Pennsylvania, which was owned solely by Wife prior to the parties' marriage.

9. Waiver of Claims Against Estates: Except as

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ATTORNEY & COUNSELOR  
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herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, 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, right to take property under equitable distribution, right to take under the intestacy laws, right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each Will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry in to effect this mutual waiver and relinquishment of all such interests, rights and claims.

10. Intended Tax Result: By this Agreement, the parties have intended to effect an equal division of their marital property. The parties have determined that an equal division of such property conforms to a just and right standard with due regard to the rights of each party and the children of the marriage. The division of existing marital property is not (except as expressly provided in this Agreement) intended by the parties to constitute in any way a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
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CLEARFIELD, PA 16830

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DUBOIS, PA 15801

11. Financial Disclosure: The parties confirm that each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this Agreement.

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

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

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

15. 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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
  
111 NORTH BRADY STREET  
DUBOIS, PA 15801

16. Modification and Waiver: A modification or Waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

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 and between the parties hereto that, each paragraph hereto shall be deemed to be a separate and independent covenant and agreement.

19. Applicable Law: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

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

21. Affidavits of Consent: The parties do hereby agree to execute and file with the Court an Affidavit of Consent to the

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
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CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

above-captioned divorce action contemporaneously with the execution of this Agreement.

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

Richard H. Read (SEAL)

Lusille H. Read (SEAL)

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

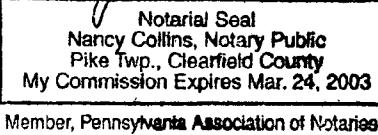
111 NORTH BRADY STREET  
DUBOIS, PA 15801

COMMONWEALTH OF PENNSYLVANIA)  
SS  
COUNTY OF CLEARFIELD )

On this 24<sup>th</sup> day of August, 2000, before  
me, the undersigned officer, personally appeared LUCILLE H. READ,  
known to me (or satisfactorily proven) to be the person whose  
name is subscribed to the within instrument and acknowledged that  
she executed the same for the purposes therein contained.

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

Nancy Collins



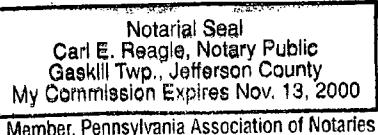
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)  
SS  
COUNTY OF CLEARFIELD )

On this 11 day of August, 2000, before  
me, the undersigned officer, personally appeared BRIAN READ,  
known to me (or satisfactorily proven) to be the person whose  
name is subscribed to the within instrument and acknowledged that  
he executed the same for the purposes therein contained.

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

Carl E. Reagle



Member, Pennsylvania Association of Notaries

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

FILED 2cc  
APR 15 2000  
Atty Milgrub  
ccy William A. Shaw  
Prothonotary

RICHARD H. MILCRUB  
*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
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 Brian D. Read	(First)	(Middle)	(Last)	2. DATE OF BIRTH 12 12 71	(Month)	(Day)	(Year)
2. RESIDENCE Street or R.D. P.O. Box 203 Woodland P.	City, Boro, or Twp.	County	State	4. PLACE OF BIRTH Pa	(State or Foreign Country)		
5. NUMBER OF THIS MARRIAGE 1	6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/>	OTHER (Specify)	7. USUAL OCCUPATION Cook				
WIFE							
3. MAIDEN NAME Lucille H. Ziolk	(First)	(Middle)	(Last)	9. DATE OF BIRTH 10 15 58	(Month)	(Day)	(Year)
10. RESIDENCE Street or R.D. 414 South State St. Dubois	City, Boro, or Twp.	County	State	11. PLACE OF BIRTH N.Y	(State or Foreign Country)		
12. NUMBER OF THIS MARRIAGE 2	13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/>	OTHER (Specify)	14. OCCUPATION Waitress				
15. PLACE OF MARRIAGE Clearfield	(County)	(State or Foreign Country) Pa	16. DATE OF THIS MARRIAGE July 4, 1992	(Month)	(Day)	(Year)	
17A. NUMBER OF CHILDREN BORN THIS MARRIAGE 0	17B. NUMBER OF DEPENDENT CHILDREN BORN UNDER 18	18. PLAINTIFF HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify)	19. DECEASED HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify)				
20. NUMBER OF CHILDREN BORN TO CUSTODY OF	HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify)	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)	22. DATE REPORT SENT TO VITAL RECORDS	(Month)	(Day)	(Year)	
23. SIGNATURE OF TRANSCRIBING CLERK							

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

LUCILLE H. READ,

\*  
Plaintiff \*

-vs-

\* No. 00-392-CD

BRIAN READ,

\*  
Defendant \*

Type of Action:  
Divorce

Type of Pleading:  
Notice of Intention  
to Retake Maiden Name

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

SEP 20 2000

0/3:30/00

William A. Shaw  
Prothonotary

3 NOTICES TO ATT

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

LUCILLE H. READ  
Plaintiff

Case No. 00-392-CD

BRIAN READ  
Defendant

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in Divorce from the bonds of matrimony has been granted in the above captioned matter on the 28th day of August, 2000 and that the Plaintiff Lucille H. Read hereby elects to retake and hereafter use her prior name of Lucille H. Ziolko, and gives this written notice avowing her intention in accordance with the provisions of 54 Pa.C.S.A. Section 704.

/s/ LUCILLE H. READ  
Wife's Married Name

TO BE KNOWN AS:

/s/ LUCILLE H. ZIOLKO  
Wife's Maiden Name

Certified from the record this  
20th day of September, 2000

William A. Shaw, Prothonotary