

00-418-50  
GERALD FARWELL -vs- JUDY FARWELL

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

GERALD FARWELL,

Plaintiff

vs.

No. 00-418-CO

JUDY FARWELL,

Defendant

COMPLAINT IN DIVORCE

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

No minor children to this marriage.

FILED

APR 07 2000

William A. Shaw  
Prothonotary

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

GERALD FARWELL,

Plaintiff

vs.

No.

JUDY FARWELL,

Defendant

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court for

<input checked="" type="checkbox"/>	Divorce	<input type="checkbox"/>	Annulment of Marriage
<input type="checkbox"/>	Support	<input type="checkbox"/>	Custody and Visitation
<input checked="" type="checkbox"/>	Division of Property	<input type="checkbox"/>	Alimony
<input type="checkbox"/>	Temporary Alimony	<input type="checkbox"/>	Attorneys Fees
<input type="checkbox"/>	Costs		

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

When the ground for divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available in the Office of the Prothonotary of Clearfield County, William B. Shaw, Prothonotary & Clerk of Courts, Clearfield County Courthouse, Clearfield, Pennsylvania

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

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

GERALD FARWELL, :  
Plaintiff :  
vs. : No.  
JUDY FARWELL, :  
Defendant :  
:

DIVORCE UNDER SECTION (D)  
OF THE DIVORCE CODE

COUNT I – DIVORCE 3301(D)

NOW COMES, the Plaintiff, GERALD FARWELL, by and through his attorneys, Belin & Kubista, and sets forth the following Complaint in Divorce and would aver as follows:

1. That Plaintiff is Gerald Farwell, an adult individual, currently residing at P.O. Box 258, Grampian, Clearfield County, Pennsylvania 16838.
2. That Defendant is Judy Farwell, an adult individual, currently residing at P.O. Box 258, Grampian, Clearfield County, Pennsylvania 16838.
3. That Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six months immediately previous to the filing of this Complaint.
4. That the Plaintiff and Defendant were married on October 6, 1984 in Clearfield, Clearfield County, Pennsylvania.
5. That there were no previous actions in divorce.
6. The marriage is irretrievably broken.
7. The parties have lived separate and apart for a period in excess of two (2) years in accordance with Section 3301(d) of the Divorce Code.

8. The Plaintiff has been advised that counseling is available and that Plaintiff may have the right to request that the Court require the parties to participate in counseling.

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

COUNT II – EQUITABLE DISTRIBUTION

9. Paragraph one through eight of this Complaint are incorporated herein by reference and made a party hereof as though set forth in full.

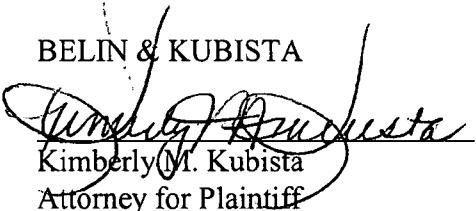
10. Plaintiff and Defendant have legally and beneficially acquired property both real and personal during their marriage from October 6, 1984 to date of separation.

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

12. That an Inventory and Appraisement of all property owned or possessed by Plaintiff will be supplied in accordance with the Divorce Code.

WHEREFORE, Plaintiff requests Your Honorable Court to equitably divide all marital property.

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

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

April 6, 2000  
Date

Gerald Farwell  
Gerald Farwell

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

FILED

APR 07 2000  
Cathy Kubista  
William A. Shaw  
Prothonotary  
pd \$95.00  
acc Cathy Kubista

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

GERALD FARWELL,

Plaintiff

vs.

No. 00-418-CO

JUDY FARWELL,

Defendant

AFFIDAVIT OF CONSENT

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

No minor children to this marriage.

FILED

APR 07 2000

William A. Shaw  
Prothonotary

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

GERALD FARWELL, :  
Plaintiff :  
:  
vs. : No.  
:  
JUDY FARWELL, :  
Defendant :

## NOTICE TO THE DEFENDANT

If you wish to deny any of the statements set forth in this affidavit, you must file a counter-affidavit within twenty (20) days after this affidavit has been served on you or the statements will be admitted.

AFFIDAVIT UNDER SECTION 3301(d)  
OF THE DIVORCE CODE

1. The parties to this action separated on Jan 1, 1998 and have continued to live separate and apart for a period of at least two years.
2. The marriage is irretrievably broken.
3. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

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

Date: April 6, 2000

Gerald Farwell  
Gerald Farwell

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

(2)

LED

APR 07 2000  
01/23/00 cc atty Kubista  
William A. Shaw  
Prothonotary

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

GERALD FARWELL,

Plaintiff

vs.

No. 00-418-CO

JUDY FARWELL,

Defendant

NOTICE OF INTENTION TO  
REQUEST ENTRY OF DIVORCE  
DECREE

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

No minor children to this marriage.

**FILED**

APR 07 2000

William A. Shaw  
Prothonotary

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

GERALD FARWELL, :  
Plaintiff :  
:  
vs. : NO.  
:  
JUDY FARWELL, :  
Defendant :

NOTICE OF INTENTION TO REQUEST ENTRY  
OF DIVORCE DECREE

TO: JUDY FARWELL  
P.O. Box 258  
Grampian, PA 16838

You have been sued in an action for divorce. You have failed to answer the complaint or file a counter-affidavit to the Section 3301(d) affidavit. Therefore, on or after April 27, 2000, the other party can request the court to enter a final decree in divorce.

If you do not file with the Prothonotary of the court an answer with your signature notarized or verified or a counter-affidavit by the above date, the court can enter a final decree in divorce. A counter-affidavit which you may file with the Prothonotary of the court is attached to this notice.

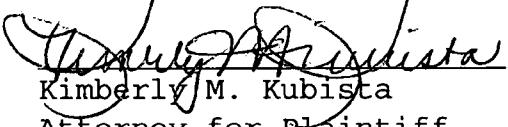
Unless you have already filed with the court a written claim for economic relief, you must do so by the above date or the court may grant the divorce and you will lose forever the right to ask for economic relief. The filing of the form counter-affidavit

alone does not protect your economic claims.

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

Court Administrator  
Clearfield County Courthouse  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

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

GERALD FARWELL, :  
Plaintiff :  
:  
vs. : No.  
:  
JUDY FARWELL, :  
Defendant :

COUNTER-AFFIDAVIT UNDER  
SECTION 3301(d) OF THE DIVORCE CODE

1. Check either (a) or (b)

(a) I do not oppose the entry of a divorce decree. [ ]

(b) I oppose the entry of a divorce decree because  
(Check (i), (ii), or (both))  
(i) The parties to this action have not lived separate and apart  
for a period of at least two years. [ ]  
(ii) The marriage is not irretrievably broken. [ ]

2. Check either (a) or (b):

(a) I do not wish to make any claims for economic relief. 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. [ ]

(b) I wish to claim economic relief which may include alimony, division of  
property, lawyer's fees or expenses or other important rights. [ ]

I understand that in addition to checking (b) above, I must also file all of my economic  
claims with the prothonotary in writing and serve them on the other party. If I fail to do so before  
the date set forth on the Notice of Intention to Request Divorce Decree, the divorce decree may be  
entered without further delay.

I verify that the statements made in this counter-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: \_\_\_\_\_

Judy Farwell

NOTICE: IF YOU DO NOT WISH TO OPPOSE THE ENTRY OF A DIVORCE DECREE AND YOU DO NOT WISH TO MAKE ANY CLAIM FOR ECONOMIC RELIEF, YOU SHOULD NOT FILE THIS COUNTER-AFFIDAVIT.

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

FILED

APR 07 2000  
cc atty Kubista  
William A. Shaw  
Prothonotary

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

GERALD FARWELL, :  
Plaintiff :  
: No. 00-418-CD  
vs. :  
: JUDY FARWELL, :  
Defendant :  
:

CERTIFICATE OF SERVICE

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED

APR 12 2000

William A. Shaw  
Prothonotary

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

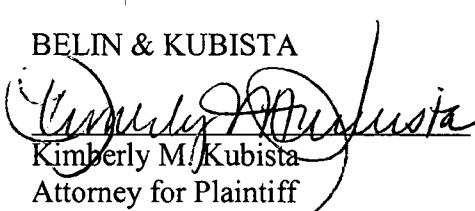
GERALD FARWELL, :  
Plaintiff :  
: No. 00-418-CD  
vs. :  
: JUDY FARWELL, :  
Defendant :  
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Complaint in Divorce, Notice of Intention to Request Entry of Divorce Decree, Affidavit of Consent and Counter-Affidavit in the above captioned matter to the following party by certified mail, restricted delivery on the 11th day of April, 2000:

Judy Farwell  
P.O. Box 258  
Grampian, PA 16838

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

**SENDER: COMPLETE THIS SECTION**

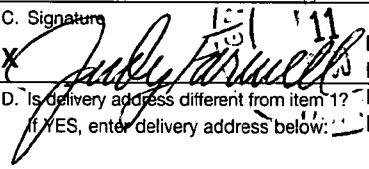
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Judy Farwell  
P.O. Box 258  
Grampian, PA 16838

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) - B. Date of Delivery

C. Signature  D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

 Yes

## 2. Article Number (Copy from service label)

7099 3400 0002 7588 4176

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

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

FILED  
O/3.4 PPM  
APR 12 2000

William A. Shaw  
Prothonotary  
MCC  
142

## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

<b>RECORD OF DIVORCE OR ANNULMENT</b>	
<input checked="" type="checkbox"/> (CHECK ONE) <input type="checkbox"/>	

COUNTY  
Clearfield

STATE FILE NUMBER
STATE FILE DATE

**HUSBAND**

1. NAME <b>Gerald Farwell</b>	(First)	(Middle)	(Last)	2. DATE OF BIRTH <b>9/20/54</b>	(Month)	(Day)	Year
3. RESIDENCE <b>P.O. Box 258, Grampian, Clearfield County, Pennsylvania</b>	Street or R.D.	City, Boro. or Twp.	County	State	4. PLACE OF BIRTH <b>Pennsylvania</b>	(State or Foreign Country)	
5. NUMBER OF THIS MARRIAGE <b>1</b>	6. RACE <b>WHITE</b>	<input type="checkbox"/> <b>BLACK</b>	<input type="checkbox"/> <b>OTHER (Specify)</b>	7. USUAL OCCUPATION <b>Welder</b>			

**WIFE**

8. MAIDEN NAME <b>DeLise</b>	(First)	(Middle)	(Last)	9. DATE OF BIRTH <b>5/3/55</b>	(Month)	(Day)	Year
10. RESIDENCE <b>P.O. Box 258, Grampian, Clearfield County, Pennsylvania</b>	Street or R.D.	City, Boro. or Twp.	County	State	11. PLACE OF BIRTH <b>Pennsylvania</b>	(State or Foreign Country)	
12. NUMBER OF THIS MARRIAGE <b>1</b>	6. RACE <b>WHITE</b>	<input type="checkbox"/> <b>BLACK</b>	<input type="checkbox"/> <b>OTHER (Specify)</b>	14. USUAL OCCUPATION <b>RN</b>			
15. PLACE OF THIS MARRIAGE <b>Clearfield County, Pennsylvania</b>	(State or Foreign Country)			16. DATE OF THIS MARRIAGE <b>10/6/84</b>	(Month)	(Day)	(year)
17A. NUMBER OF CHILDREN THIS MARRIAGE <b>0</b>	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 <b>0</b>	18. PLAINTIFF HUSBAND	WIFE	OTHER (Specify)	19. DECREE GRANTED TO HUSBAND	WIFE	OTHER (Specify)
20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND	WIFE	SPLIT CUSTODY	OTHER (Specify) <b>n/a</b>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT <b>3301(d)</b>		
22. DATE OF DECREE	(Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS	(Month)	(Day)	(Year)
24. SIGNATURE OF TRANSCRIBING CLERK							

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

GERALD FARWELL,

Plaintiff

vs.

No. 00-418-CD

JUDY FARWELL,

Defendant

PRAECLYPE TO TRANSMIT THE  
RECORD

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

No minor children to this marriage.

**FILED**

**MAY 23 2000**

William A. Shaw  
Prothonotary

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

GERALD FARWELL, :  
Plaintiff :  
:  
vs. : No. 00-418-CD  
:  
JUDY FARWELL, :  
Defendant :

PRAECIPE TO TRANSMIT RECORD

To the Prothonotary:

Transmit the record, together with the following information, to the Court for entry of a divorce decree:

1. Ground for divorce: Section 3301(d) of the Divorce Code.

2. A Complaint under Section 3301(d) was served upon the Defendant, at P.O. Box 258, Grampian, Pennsylvania on April 11, 2000 by certified mail, restricted delivery.

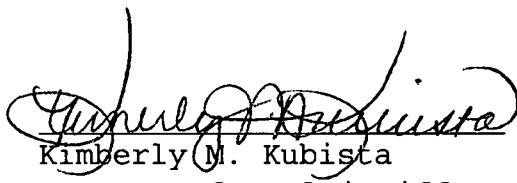
3. That Plaintiff's Affidavit required by Section 3301(d) of the Divorce Code was executed on April 6, 2000 and served upon Defendant on April 11, 2000 by certified mail, restricted delivery.

4. Related claims pending: None.

5. Plaintiff and Defendant have lived separate and apart in excess of two (2) years.

6. A Notice of Intention to File Praeclipe to Transmit Record, a copy of which is attached hereto, was served upon Defendant by certified mail, restricted delivery on April 11, 2000.

BELIN & KUBISTA



Kimberly M. Kubista  
Attorney for Plaintiff

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

GERALD FARWELL, :  
Plaintiff :  
:  
vs. : No.  
:  
JUDY FARWELL, :  
Defendant :

NOTICE OF INTENTION TO REQUEST ENTRY  
OF DIVORCE DECREE

TO: JUDY FARWELL  
P.O. Box 258  
Grampian, PA 16838

You have been sued in an action for divorce. You have failed to answer the complaint or file a counter-affidavit to the Section 3301(d) affidavit. Therefore, on or after April 27, 2000, the other party can request the court to enter a final decree in divorce.

If you do not file with the Prothonotary of the court an answer with your signature notarized or verified or a counter-affidavit by the above date, the court can enter a final decree in divorce. A counter-affidavit which you may file with the Prothonotary of the court is attached to this notice.

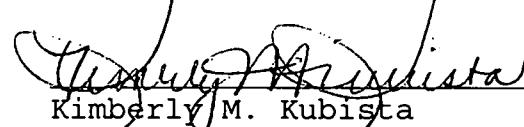
Unless you have already filed with the court a written claim for economic relief, you must do so by the above date or the court may grant the divorce and you will lose forever the right to ask for economic relief. The filing of the form counter-affidavit

alone does not protect your economic claims.

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

Court Administrator  
Clearfield County Courthouse  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

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

FILED

APR 23 2000  
1041 NOCC  
William A. Shaw  
Prothonotary

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

GERALD FARWELL,

Plaintiff

vs.

No. 00-418-CD

JUDY FARWELL,

Defendant

DIVORCE DECREE

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

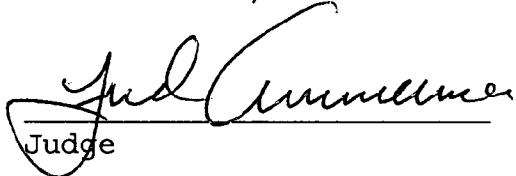
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

GERALD FARWELL, :  
Plaintiff :  
vs. : No. 00-418-CD  
: :  
JUDY FARWELL, :  
Defendant :

DIVORCE DECREE

AND NOW, this 23 day of May, 2000, it  
is ORDERED and DECREED that GERALD FARWELL, Plaintiff and JUDY  
FARWELL, Defendant are divorced from the bonds of matrimony. A  
Marriage Settlement Agreement dated May 21, 2000 is incorporated  
herein by reference as though set forth in full.

BY THE COURT,

  
\_\_\_\_\_  
Judge

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

GERALD FARWELL, :  
Plaintiff :  
: vs. : No. 00-418-CD  
: :  
JUDY FARWELL, :  
Defendant :  
:

**MARRIAGE SETTLEMENT AGREEMENT**

THIS AGREEMENT made this 21 day of MAY, 2000, between  
GERALD FARWELL, of P.O. Box 258, Grampian, Clearfield County, Pennsylvania, hereinafter  
"HUSBAND",

A

N

D

JUDY FARWELL, of P.O. Box 258, Grampian, Clearfield County, Pennsylvania, hereinafter  
"WIFE",

WITNESSETH:

WHEREAS, the parties were married on October 6, 1984; and

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

WHEREAS, the parties hereto 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 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 or 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 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 at such place as he or she may from time to time choose or deem fit. The foregoing provisions shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart.

2. INTERFERENCE: Each party shall be free from interference, authority, and contact by the other, as fully as if he or she were single and unmarried except as may be necessary to carry out the provisions of this Agreement. Neither party shall molest the other or attempt to endeavor to molest the other, nor compel the other to cohabit with the other, nor in any way harass or malign the other, nor in any way interfere with the peaceful existence, separate and apart from the other.

3. DESIRE OF THE PARTIES: It is the desire of the parties, after long and careful consideration, to amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, including property heretofore or subsequently acquired by either party, and to settle all disputes existing between them, including 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: The 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.

5. EFFECT OF DIVORCE DECREE: The parties hereby acknowledge that Husband has commenced an action in divorce, indexed to Number 00-418-CD in the Court of Common Pleas of Clearfield County, Pennsylvania.

6. 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 of 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.

7. 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.

8. DIVISION OF PERSONAL PROPERTY: Husband shall receive all items of personality listed on Exhibit "A" attached hereto and incorporated herein and Wife shall receive all items of personality listed on Exhibit "B" attached hereto and incorporated herein. Neither party shall make any claim to any such property of the other.

9. REAL ESTATE: The parties are the owners of several parcels of real estate located in Grampian, Clearfield County, Pennsylvania more fully described in Deed Book Volume 1461, Page 10, Deed Book Volume 916, Page 357 and Deed Book Volume 1610, Page 126. The parties agree to place the real estate for sale with the exception of the last piece that was cleared for timbering more fully described in Deed Book 1610, Page 126. Any proceeds obtained from the sale of the real estate shall be split with Wife receiving 1/3 of the proceeds or not less than \$20,000.00. Husband shall receive all remaining proceeds from the sale of the real estate.

Husband shall become sole owner of the parcel which was last cleared for timbering more fully described in Deed Book 1610, Page 126 and Wife hereby waives any right, title or interest to the same. Wife agrees to execute a special warranty deed conveying her interest in the parcel to Husband and Husband agrees to indemnify and hold Wife harmless from any liability associated with the same.

10. VEHICLE: Husband shall become sole owner and Wife hereby waives any right, title or interest she has to the following vehicles and further agrees to execute any documentation necessary to effectuate the transfer of the vehicles to Husband:

1965 Chevy Nova Sedan  
1965 Chevy Nova Station Wagon  
1966 Chevy Truck C-60 Series  
1977 GMC Pick-Up (plow truck)  
1979 Chevy Pick-Up (parts truck)  
1972 Chevy Nova (parts car)  
1986 Ford Ranger 4 x 4 Pick-Up

Wife shall become sole owner and Husband hereby waives any right, title or interest he has to the following vehicles and further agrees to execute any documentation necessary to effectuate the transfer of the vehicles to Wife:

1988 Ford Tempo

1991 Ford Explorer

It is further agreed that Husband shall become sole owner of two (2) Kawasaki Motorcycles, identification numbers: 1-KZ1000A and 1-KZ1000D, Ltd. Wife hereby waives any right, title or interest she has to said Motorcycles and further agrees to execute any documentation necessary to effectuate the transfer of the same to Husband

11. ALIMONY, ALIMONY PENDENTE LITE, COUNSEL FEES, COSTS

AND EXPENSES: Both parties waive any right, title or interest they have to alimony or alimony pendente lite. The parties agree that they will share equally any counsel fees, costs and expenses.

12. PAYMENT TO WIFE: Husband hereby agrees to pay Wife the sum of \$2,500.00 as reimbursement for repairs to the Ford Truck. Said payment shall be received by Wife within 90 days of the execution of this agreement.

13. EXECUTION OF DOCUMENTS: Should it at any time, become necessary for either party to execute any titles, deeds or similar documents to give effect to this Agreement, it shall be done immediately upon request of the other party.

14. 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 or future laws of any jurisdiction; the rights 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 the intestacy laws; the 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.

15. 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. 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 party of the marital estate.

16. 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.

17. BREACH: If either party willfully 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 willfully breaching this contract shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the

day and year first above written.

WITNESS:

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Gerald Farwell  
Gerald Farwell

Judy Farwell  
Judy Farwell

COMMONWEALTH OF PENNSYLVANIA)

ss

COUNTY OF CLEARFIELD )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, the undersigned officer, personally appeared, Gerald Farwell, 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA)

ss

COUNTY OF CLEARFIELD )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, the undersigned officer, personally appeared, Judy Farwell, 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 seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit "A"

All Guns and Firearms  
Collection of Knives  
Tools Sanyo Television  
JVC 13" Television  
Sharp Stereo  
Hitachi 4 Head VCR  
Sharp Video Camera  
Lazy Boy Recliner  
Pictures/Drawings  
DP Exercise Bike  
Pro-Form Weight Lifting system  
Jake, Back and Abs Machine  
Reloading Equipment  
Loaded Ammunition  
Round Barrel Type Wood Burner  
Table and Chair Set (old)  
Litton Microwave Oven  
Wood Working Tools  
Clothing  
Magazine Table (wood)  
Magazine Table (metal)  
Wood Rocking Chair (basement)  
Green Cloth Rocking Chair  
Sears 22" Push Mower (newer)  
2 - Weed Easters  
1/2 Lawn Tools  
VCR Tapes and Tape Cases  
Small Bissell Upholstery Cleaner  
2 - Metal and 1 - Plastic Shelving Units  
1/2 Bath Towels and Related Items  
Camping Equipment - (purchased by Husband)  
Gun Cabinet  
4 - High Back Bar Stools  
Green Braided Rug and Matching Runner  
1880's Bedroom Suite  
Brown Pine Dresser  
Brown Laminated Wood Shelf  
Toaster Oven  
Deep Fryer  
Toaster  
3 Piece Wearever Frying Pan Set

9 x 13 White Enamel Pan  
Old Satellite Equipment and Dish  
Large Camping Coolers  
Chainsaws and Related Items

Exhibit "B"

Small Sears Stereo  
All Drapery  
Window Blinds and Related Hardware  
All Wall Décor (except Indian Pictures)  
Couch and Matching Chair  
2 Pine End Tables  
Coffee Table  
Hardwood Rocking Chair  
Pine/Hardwood Table (TV Stand)  
Dark Pine Wood Book Shelf  
Laminated Wood Brown Bookshelf  
Oak Telephone Seat/Stand  
2 Black Indoor/Outdoor Carpet Runners  
Black Wrought Iron Floor Lamp  
2 Table Pottery Lamps  
VCR (JCPenney)  
Oak Table with Leaf and 8 Chairs  
Oak Hutch  
Oak Desk  
Hardwood Bar Stools  
4 Piece Wooden Canister Set  
Wooden Bread Box  
Light Wood Shelf  
Glass Counter Savers  
1/2 Silverware/Large Utensils  
1/2 Glasses  
1/2 Pots and Pans  
Dark Pine Bedroom Suites  
Armoire  
Black Desk  
2-Drawer Filing Cabinet  
Hope Chest  
Steel Lock Safe  
Music Albums (Wife's only)  
13" RCA Colortrack Television  
Green Metal Floor Lamp  
Wooden Shelf (behind commode)  
1/2 Towels and Related Items  
Shower Curtain  
Laundry Hamper and Matching Waste Basket  
Scale  
Small White Hamper  
Rug and Matching Commode Set (1/2 bathroom)

Hairdryer (on wall)  
Camping Equipment and Related Items (purchased by Wife)  
Old Hardwood Dresser  
Twin Bed and Related Bed Clothes  
Old Small Microwave  
Wrought Iron Patio Table and 4 Chairs  
Cloth Material Rocking Chair  
Yellow Outdoor Lounge Chair  
3 Black Metal Shelves  
Upright Freezer (Signature brand)  
Washer and Dryer  
Dehumidifier  
2 White Plastic Patio Tables (square)  
Blue Large Garbage Can  
Ironing Board  
Portable Gray Metal Cart (laundry)  
Floor Model Electric Fan  
1/2 Lawn Chairs  
Lawn Ornaments  
Planters  
Old Lawn Mower  
1/2 Lawn Tools

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