

00-418-60
GERALD FARWELL -vs- JUDY FARWELL

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

GERALD FARWELL,

Plaintiff

vs.

JUDY FARWELL,

Defendant

No. 00-418-CO

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.

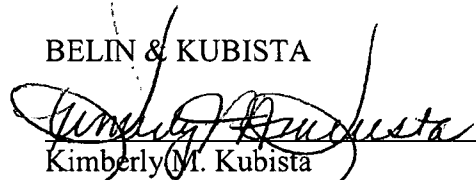
10. Plaintiff and Defendant have legally and beneficially acquired property both real and personal during their marriage from October 6, 1984 to date of separation.

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

APR 07 2000
 10:21 City Kubista
 William A. Straw
 Prothonotary
 pd \$95.00
 acc City Kubista

7 Kubista
pd \$95.00

Prothonotary

00568 PD 005.00

dec atty kubista

P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

P. O. BOX 1

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

GERALD FARWELL,

Plaintiff

vs.

JUDY FARWELL,

Defendant

No. 00-418-00

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

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED

APR 07 2000

Wm A. Shaw
cc atty Kubista

Prothonotary

2

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

GERALD FARWELL,

Plaintiff

vs.

JUDY FARWELL,

Defendant

No. 00-418-00

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.

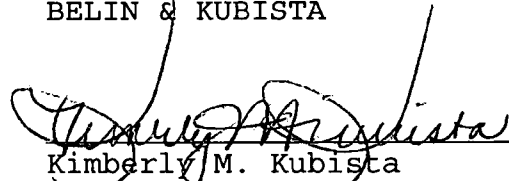
Unless you have already filed with the court a written claim for economic relief, you must do so by the above date or the court may grant the divorce and you will lose forever the right to ask for economic relief. The filing of the form counter-affidavit

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.

FILED

APR 07 2000

William A. Shaw

Prothonotary

cc atty Kubista

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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

GERALD FARWELL,
Plaintiff

vs.

JUDY FARWELL,
Defendant

:
:
:
:
:
:
:

No. 00-418-CD

CERTIFICATE OF SERVICE

File on behalf of

Plaintiff

Counsel of Record for
this Party:

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

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

FILED

APR 12 2000

William A. Shaw
Prothonotary

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

GERALD FARWELL,
Plaintiff

vs.

JUDY FARWELL,
Defendant

:
:
:
:
:
:
:

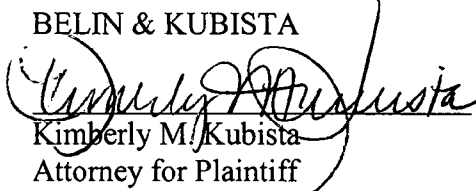
No. 00-418-CD

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

Judy Farwell ☐ Agent ☐ Addressee

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

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED

9/3-4 p.m.
APR 12 2000

William A. Shaw
Prothonotary

100cc. [Signature]

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) Gerald Farwell	2. DATE OF BIRTH (Month) (Day) Year 9/20/54	
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State P.O. Box 258, Grampian, Clearfield County, Pennsylvania	4. PLACE OF BIRTH (State or Foreign Country) 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 Welder

WIFE

8. MAIDEN NAME (First) (Middle) (Last) DeLise Judy Farwell	9. DATE OF BIRTH (Month) (Day) Year 5/3/55		
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State P.O. Box 258, Grampian, Clearfield County, Pennsylvania	11. PLACE OF BIRTH (State or Foreign Country) 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 RN	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Clearfield County, Pennsylvania	16. DATE OF THIS MARRIAGE (Month) (Day) (year) 10/6/84		
17A. NUMBER OF CHILDREN THIS MARRIAGE 0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0	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 type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) n/a	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(d)		
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.

JUDY FARWELL,

Defendant

No. 00-418-CD

PRAECIPE 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.

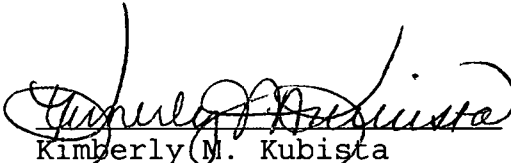
3. That Plaintiff's Affidavit required by Section 3301(d) of the Divorce Code was executed on April 6, 2000 and served upon Defendant on April 11, 2000 by certified mail, restricted delivery.

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 Praecipe 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.

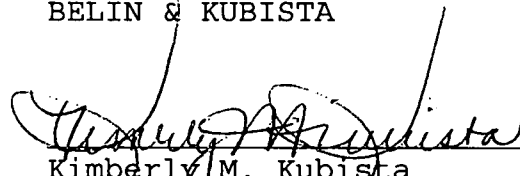
Unless you have already filed with the court a written claim for economic relief, you must do so by the above date or the court may grant the divorce and you will lose forever the right to ask for economic relief. The filing of the form counter-affidavit

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

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX-1

CLEARFIELD, PENNSYLVANIA 16830

FILED

MAY 23 2000

01/04/2000

William A. Shaw

Prothonotary

for

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

GERALD FARWELL,

Plaintiff

vs.

JUDY FARWELL,

Defendant

No. 00-418-CD

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

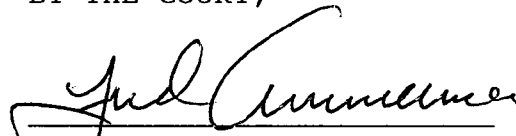
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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 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.

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 personalty listed on Exhibit "A" attached hereto and incorporated herein and Wife shall receive all items of personalty 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, curtesy, 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:

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 Eaters
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

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830