

00-460-CD
DIANE STANFORD -vs- SHAWN STANFORD

THE HOPKINS LAW FIRM
900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

①

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

DIANE STANFORD,
Plaintiff

vs.

SHAWN STANFORD,
Defendant

DIVORCE ACTION

No. 00-460-CO

Type of Pleading: Complaint
of Divorce

Filed on behalf of Diane Stanford,
Plaintiff.

Counsel of Record for this party:

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court I.D. No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

One minor child:

Breanne Stanford, Date of Birth: 4/14/96;

FILED

APR 18 2000

William A. Shaw
Prothonotary

Keystone Legal Services
P.O. Box 950
Clearfield, Pennsylvania 16830
(800) 326-9177

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

DIANE STANFORD,	:	
Plaintiff	:	DIVORCE ACTION
	:	
vs.	:	No.
	:	
SHAWN STANFORD,	:	
Defendant	:	

COMPLAINT OF DIVORCE

COUNT I
3301(c)

1. Plaintiff is Diane Stanford, who currently resides at 124 South 8th Street, Apartment B, DuBois, Clearfield County, Pennsylvania.

2. Defendant is Shawn Stanford, who currently resides at 411 Pifer Street, Dubois Clearfield County, Pennsylvania.

3. Both Plaintiff and Defendant have been residents of Commonwealth of Pennsylvania, for at least six months immediately previous to the filing of this Complaint.

4. The Plaintiff and Defendant were married in May of 1996 in Jefferson County, Pennsylvania.

5. Plaintiff affirms that neither she nor Defendant are currently in the military service of the United States or its allies as defined by the Soldiers' and Sailors' Relief Act of 1940, as amended.

6. There is one child born of this marriage: Breanne Stanford, Date of Birth: April 14, 1996.

7. There has been one prior action of divorce between the parties.

8. The marriage is irretrievably broken.

9. 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 the Court to enter an Order dissolving the marriage between Plaintiff and Defendant and for such other and further relief as the Court deems just and equitable.

COUNT II
Equitable Distribution

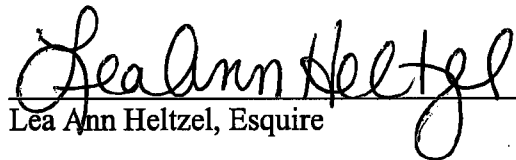
10. The Plaintiff incorporates paragraphs 1 through 9 of this Complaint by reference and makes them a part hereof.

11. Plaintiff and Defendant have legally and beneficially acquired property, both real and personal, during their marriage, all of which property is "marital property."

12. Plaintiff and Defendant have agreed to an equitable division of said property which is contained in the attached Property Settlement Agreement.

WHEREFORE, Plaintiff requests the Court to equitably divide all marital property pursuant to the said Property Settlement Agreement.

Respectfully submitted,

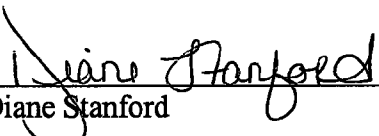


Lea Ann Heltzel, Esquire

Dated: 4/18/00

VERIFICATION

I hereby 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.



Diane Stanford

PROPERTY SETTLEMENT AGREEMENT

00-460-CD

THIS AGREEMENT made and entered into on this 17th day of April, 2000, by and between, SHAWN STANFORD residing at 411 Pifer Street, DuBois, Clearfield County, Commonwealth of Pennsylvania, hereinafter referred to as "Husband"; and DIANE STANFORD residing at 124 South 8th Street, Apartment B, DuBois, Clearfield, Commonwealth of Pennsylvania, hereinafter referred to as "Wife";

WITNESSETH:

WHEREAS, Husband and Wife were married to each other in May of 1966 in Jefferson County, Pennsylvania, and this marriage still subsists;

WHEREAS, there was one (1) child born of this marriage: Breanne Stanford, date of birth: April 14, 1996.

WHEREAS, the parties by this Agreement desire to settle all questions relating to the disposition of their respective interests in assets accumulated by them, or either of them during the marriage, the payments of obligations, disposition and determination of all claims of the parties against each other in other related matters.

WHEREAS, the parties, by the execution of this Agreement, desire to live separate and apart without any interference from each other and be able to live their lives and conduct their financial affairs as if they were unmarried.

WHEREAS, the parties specifically agree that upon execution of this Agreement, Husband shall not harass Wife or interfere with her right to live her life and conduct her affairs as if unmarried, and Wife shall not harass Husband or interfere with his right to live his life and conduct his affairs as if unmarried.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings herein set forth and of the acts to be performed by each party for the benefit of the other, the parties agree as follows:

LEGAL FEES AND COSTS

1. Husband and Wife shall each be responsible for their own legal expenses in the prosecution and settlement of this divorce action.

PERSONAL PROPERTY AND AUTOMOBILES

2. Husband and Wife have heretofore divided their personal property and contents of the marital home to the satisfaction of each of them. Each party shall maintain the property in their possession. This Agreement shall constitute a bill of sale for same. In addition thereto, Wife shall maintain the motor vehicle in her possession and be solely responsible for payment of all costs and expenses incident to the use, possession and ownership of the motor vehicle. Wife agrees to indemnify and hold Husband harmless from any debt encumbering the motor vehicle. Husband shall maintain the motor vehicle in his possession and be solely responsible for all costs and expenses incident to the use, possession and ownership of the motor vehicle. Husband agrees to indemnify and hold Wife harmless from any debt encumbering the motor vehicle.

MARITAL HOME

3. Husband shall be entitled to retain possession and ownership of the marital home at 411 Pifer Street, DuBois, Pennsylvania. Wife shall execute a special warranty deed (with the exception of the current first mortgage encumbrance) to Husband for the property that shall be delivered and held in trust by Wife's attorney. Husband shall be fully responsible for the outstanding payments of the mortgage on said property and all other expenses incident to possession of the property and shall hold Wife harmless and protect Wife against any claims associated with the property. Husband shall immediately arrange to remove Wife's obligation on the mortgage note and mortgage. At the time, Wife's obligation under the mortgage note and mortgage are released, Wife's attorney shall deliver the special warranty deed to Husband.
4. In the event that Husband sells the property at 411 Pifer Street DuBois, Pennsylvania, fifty percent (50%) of the proceeds from the sale of the said home shall go to daughter, Breanne Stanford. This Agreement may be recorded in the Office of the Recorder of Deeds.

PAYMENT OF DEBTS

5. Husband and Wife agree that they shall not be responsible for any debts incurred by the other, either prior to the signing of this Agreement or in the future, and that they shall indemnify the other and hold the other harmless from any claims arising therefrom except those which may be included elsewhere in this Agreement.

MISCELLANEOUS

6. Each party shall execute those documents necessary to secure an absolute divorce in the Court of Common Pleas of Clearfield pursuant to Section 3301 (c) of the Divorce Code. This Agreement shall be introduced into evidence and incorporated into any Judgment which may be entered in any such action. In any event, this Agreement shall not merge in such Judgment, but shall survive any such Judgment.
7. Except as expressly set forth in this Agreement, or as may arise out of the making of this Agreement, each of the parties hereby releases the other of and from any and all claims and demands for damages of any and every nature which either of the parties ever had, now has, or may hereafter have against the other, arising out of or in connection with any matter or thing whatsoever up to the date of this Agreement.
8. A modification or waive 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 on 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.
9. This Agreement, containing the entire understanding of the parties, shall be binding on the parties, their heirs, executors, administrators, and assigns.

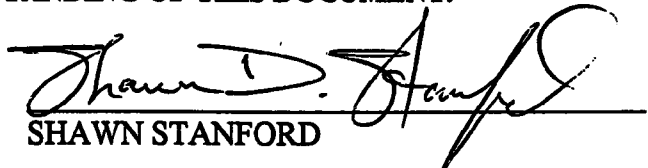
In the event of any dispute arising out of this Agreement or the performance thereof, Husband and Wife agree that all attempts should be made between them to settle the dispute by agreement before using the Courts of any determination.

10. This Agreement is entered into in the Commonwealth of Pennsylvania and shall be construed and interpreted under and in accordance with the Laws of the Commonwealth of Pennsylvania.

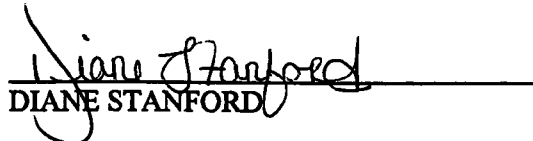
If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall, nevertheless, continue in full force and effect.

It is specifically understood and agreed that this Agreement constitutes an equitable distribution of property, both real and personal, which was legally and beneficially acquired by Husband and Wife or either of them during the marriage as contemplated by the Laws of the Commonwealth of Pennsylvania.

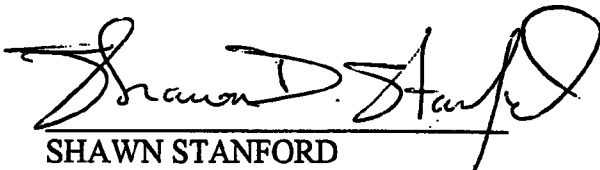
11. HUSBAND AND WIFE ACKNOWLEDGE THERE HAS BEEN NO EVALUATION OF THE ASSETS, NEVERTHELESS, THE PARTIES ACKNOWLEDGE THIS IS A FAIR AGREEMENT AND IS NOT THE RESULT OF ANY FRAUD, DURESS, OR UNDUE INFLUENCE EXERCISED BY EITHER PARTY UPON THE OTHER BY ANY OTHER PERSON OR PERSONS UPON EITHER, AND THEY FURTHER AGREE THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING OF THE PARTIES, THERE ARE NO REPRESENTATIONS, PROMISES, WARRANTIES, COVENANTS, OR UNDERTAKINGS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.
12. WIFE HAS BEEN REPRESENTED IN THE NEGOTIATIONS LEADING TO THIS PROPERTY SETTLEMENT AGREEMENT BY LEA ANN HELTZEL, ESQUIRE; HUSBAND HAS VOLUNTARILY CHOSEN TO REPRESENT HIMSELF IN THIS TRANSACTION HAVING BEEN ADVISED THAT HE SHOULD SEEK LEGAL COUNSEL. BOTH HUSBAND AND WIFE RECOGNIZE AND HEREBY AGREE THAT THIS AGREEMENT IS FAIR AND EQUITABLE AND THAT NEITHER PARTY NOR LEA ANN HELTZEL, ESQUIRE, HAS INFLUENCED THE OTHER IN THE EXECUTION OF THIS AGREEMENT.
13. HUSBAND ACKNOWLEDGES HE HAS REVIEWED EACH AND EVERY TERM OF THIS AGREEMENT. HE UNDERSTANDS THE MEANING OF EACH PROVISION OF THIS AGREEMENT. HUSBAND UNDERSTANDS HE SHOULD NOT SIGN BENEATH THIS PARAGRAPH NOR THIS AGREEMENT UNLESS HE FULLY COMPREHENDS THE MEANING OF EACH AND EVERY TERM OF THIS AGREEMENT. BY EXECUTING IMMEDIATELY BENEATH THIS PARAGRAPH, HUSBAND EVIDENCES HIS COMPLETE AND THOROUGH UNDERSTANDING OF THIS DOCUMENT.


SHAWN STANFORD

14. WIFE ACKNOWLEDGES SHE HAS REVIEWED EACH AND EVERY TERM OF THIS AGREEMENT. SHE UNDERSTANDS THE MEANING OF EACH PROVISION OF THIS AGREEMENT. EACH PROVISION WHICH SHE DID NOT UNDERSTAND HAS BEEN ADEQUATELY EXPLAINED TO HER AND HER ATTORNEY HAS ADVISED HER THAT IF SHE SO REQUESTED SHE COULD RECEIVE A WRITTEN STATEMENT SETTING FORTH THE MEANING OF EACH TERM OF THIS AGREEMENT AND THE CONSEQUENCES OF EACH TERM. BY EXECUTING IMMEDIATELY BENEATH THIS PARAGRAPH, WIFE EVIDENCES HER COMPLETE AND THOROUGH UNDERSTANDING OF THIS DOCUMENT. WIFE HAS BEEN ADVISED THAT SHE SHOULD NOT SIGN BENEATH THIS PARAGRAPH NOR THIS AGREEMENT UNLESS SHE FULLY COMPREHENDS THE MEANING OF EACH AND EVERY TERM OF THIS AGREEMENT.


DIANE STANFORD

IN WITNESS WHEREOF, the parties have signed, sealed, delivered, and acknowledged this Agreement.

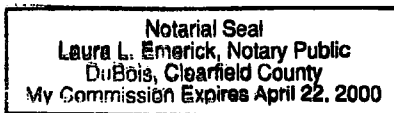

SHAWN STANFORD


DIANE STANFORD

County of Clearfield)

BE IT REMEMBERED, that on the 17th day of April, 2000, before me, the undersigned officer, personally appeared SHAWN STANFORD, 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 official seal.



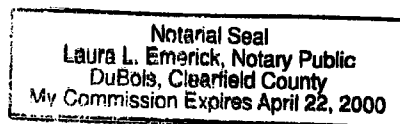
James L. Erick
Notary Public

County of Clearfield)

BE IT REMEMBERED, that on the 18th day of April, 2000, before me, the undersigned officer, personally appeared DIANE STANFORD, 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 official seal.

Anna J. Grzesek
Notary Public



FILED

APR 18 2000
City of Hazel
William A. Shaw
Proprietary
Hazel pd \$95.00
cc city Hazel

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
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②

William A. Shaw
Prothonotary

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

DIANE STANFORD,

Plaintiff

vs.

SHAWN STANFORD,

Defendant

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DIVORCE ACTION

No. 00-460 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Praeipie to Transmit Record filed on behalf of Plaintiff was forwarded on the 26th day of July, 2000, by U.S. Mail, postage prepaid, as follows:

Shawn Stanford
411 Pifer Street
DuBois, PA 15801


David J. Hopkins, Esquire

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

DIANE STANFORD,

Plaintiff

vs.

SHAWN STANFORD,

Defendant

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DIVORCE ACTION

No. 00-460-C.D.

AFFIDAVIT OF CONSENT
UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on
April 18, 2000.

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

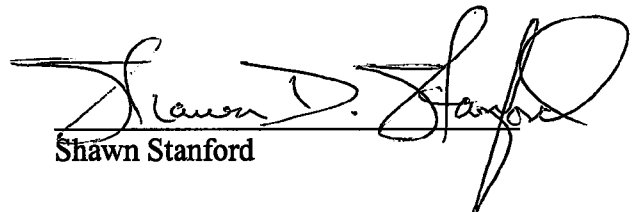
3. I consent to the entry of a final decree of divorce.

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 a correct. I understand that
false statements herein are made subject to the penalties of 18 P.C.S. Section 4904 relating to
unsworn falsification to authorities.

Date:

July 25, 2000


Shawn Stanford

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

DIANE STANFORD,
Plaintiff

vs.

SHAWN STANFORD,
Defendant

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:

DIVORCE ACTION

No. 00-460 C.D.

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

1. I consent to the entry of a final decree 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. 4904 relating to unsworn falsification to authorities.

Date:

July 25, 2000


Shawn Stanford

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

DIANE STANFORD,
Plaintiff

vs.

SHAWN STANFORD,
Defendant

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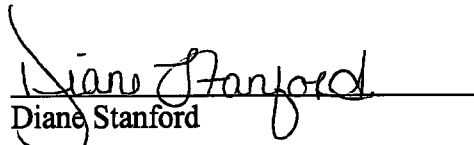
DIVORCE ACTION
No. 00-460-C.D.

AFFIDAVIT OF CONSENT
UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on April 18, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of the 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 a correct. I understand that false statements herein are made subject to the penalties of 18 P.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 7-18-00


Diane Stanford

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

DIANE STANFORD,
Plaintiff

vs.

SHAWN STANFORD,
Defendant

DIVORCE ACTION

No. 00-460 C.D.

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

1. I consent to the entry of a final decree 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. 4904 relating to unsworn falsification to authorities.

Date: 7.18.00

Diane Stanford
Diane Stanford

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) Shawn D. Stanford	2. DATE OF BIRTH (Month) (Day) Year 9-16-67	
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State 411 Pifer Street, DuBois, Clearfield County, PA	4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania	
5. NUMBER OF THIS MARRIAGE 2	6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION Truck Driver


WIFE

8. MAIDEN NAME (First) (Middle) (Last) Diane L. Askey	9. DATE OF BIRTH (Month) (Day) Year 12-30-66		
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State 124 S. 8th Street, Apt. B. DuBois, Clearfield County, PA	11. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
12. NUMBER OF THIS MARRIAGE 2	13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION Bank Teller	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Jefferson	16. DATE OF THIS MARRIAGE (Month) (Day) (year) 5-26-96		
17A. NUMBER OF CHILDREN THIS MARRIAGE 1	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 1	18. PLAINTIFF HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) Joint legal W-physical	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT Irretrievably Broken		
22. DATE OF DECREE (Month) (Day) (Year)	23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)		
24. SIGNATURE OF TRANSCRIBING CLERK			

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

BY THE COURT,


JUDGE

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

William A. Shaw
Prothonotary