

00-463-CD  
TANYA LYNN WILLIAMS -vs- STEVEN BRONTE WILLIAMS

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

**Tanya Lynne Williams,  
Plaintiff**

No. 00-4103-CD

v.

**Steven Bronte Williams,  
Defendant**

1

## Type of Pleading: Complaint in Divorce

2

Filed on behalf of:  
Tonya Lynne Williams

6

**NO MINOR CHILDREN**

Counsel for this party:  
Gary A. Knaresboro, Esquire

2

Supreme Court No. 52097

: Sobel, Collins & Knaresboro  
Attorneys at Law  
: 218 South Second Street  
Clearfield, PA 16830  
: (814) 765-6555  
: (814) 765-6210 FAX

**FILED**

APR 19 2000

William A. Shaw  
Prothonotary

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

Tanya Lynne Williams,  
Plaintiff

\*  
No.00- -CD

v.  
\*

Steven Bronte Williams,  
Defendant

\*

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree of 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 or other rights important to you.

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

David Meholic, Court Administrator  
Office of the Court Administrator  
Clearfield County Courthouse  
Clearfield, PA  
(814) 765-2641

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

Tanya Lynne Williams,  
Plaintiff :  
v. : No. 00- -CD  
Steven Bronte Williams, :  
Defendant

COMPLAINT IN DIVORCE

AND NOW, comes the Plaintiff, Tanya Lynne Williams, by and through her attorney, Gary A. Knaresboro, Esquire, and files this Complaint in Divorce, and in support thereof avers the following:

1. That the Plaintiff, is Tanya Lynne Williams, who currently resides at PO Box 75, Brisbin, Pennsylvania 16620.
2. That the Defendant, is Steve Bronte Williams, who currently resides at PO Box 75, Brisbin, Pennsylvania 16620.
3. That the Plaintiff and the Defendant have been bona fide residents in the Commonwealth for at least six months immediately previous to the filing of the Complaint.
4. That the Plaintiff and Defendant were married on October 14, 1995.
5. That the Plaintiff avers that the marriage is irretrievably broken and that the parties have lived separate and apart from the time of the final separation have occurred on April 7, 2000.
6. No prior action in Divorce or for Annulment of Marriage

between the parties have been filed in this or any other jurisdiction.

7. That the Plaintiff has been advised on the availability of counseling and understands that she may have the right to request that the Court require the parties to participate in counseling.

8. The marriage of the parties is irretrievably broken.

9. After ninety (90) days have elapsed from the date of the filing of this Complaint, Plaintiff intends to file an Affidavit consenting to a divorce. Plaintiff believes that the Defendant may also file such an Affidavit.

WHEREFORE, if both parties file Affidavits consenting to divorce after ninety (90) days have elapsed from the time of filing this Complaint, Plaintiff respectfully requests that the Court to enter a Decree of Divorce, pursuant of Section 3301 (c) and (d) of the Divorce Code.

COUNT I  
REQUEST FOR A NO-FAULT DIVORCE UNDER SECTION 3301(C)  
OF THE DIVORCE CODE

10. The prior paragraphs of this Complaint are incorporated herein by reference thereto.

11. After ninety (90) days have elapsed from the date of the filing of this Complaint, Plaintiff intends to file an affidavit consenting to a divorce. Plaintiff believes that Defendant my also file such an affidavit.

WHEREFORE, if both parties file affidavits consenting to a divorce after ninety (90) days have elapsed from the filing of this Complaint, Plaintiff respectfully requests the Court to enter a Decree of Divorce, pursuant to Section 3301(c) of the Divorce Code.

COUNT II

REQUEST FOR A NO-FAULT DIVORCE UNDER SECTION 3301(d)  
OF THE DIVORCE CODE

12. The prior paragraphs of this Complaint are incorporated herein by reference thereto.

13. At the appropriate time, Plaintiff may submit an affidavit alleging that the parties have lived separate and apart of at least two (2) years.

WHEREFORE, Plaintiff respectfully requests the Court to Enter a Decree of Divorce, pursuant to section 3301(d) of the Divorce Code, at the appropriate time.

COUNT III

REQUEST FOR EQUITABLE DISTRIBUTION OF MARITAL  
PROPERTY UNDER SECTION 3502 (d) OF THE DIVORCE CODE

14. The prior paragraphs of this Complaint are incorporated herein by reference thereto.

15. Plaintiff and Defendant have acquired personal property during their marriage from May 30, 1981, until November 1, 1999, the date of separation.

16. Plaintiff and Defendant have been unable to agree as to an equitable distribution of said property.

WHEREFORE, Plaintiff prays for the entry of an Order distributing of the aforementioned property, real and personal, as the Court may deem equitable and just, plus costs.

COUNT IV - REQUEST FOR APPROVAL OF ANY SETTLEMENT AGREEMENT  
AND INCORPORATION THEREOF INTO DIVORCE DECREE

17. The prior paragraphs of this Complaint are incorporated herein by reference thereto.

18. The public policy of the Commonwealth of Pennsylvania encourages parties to a marital dispute to negotiate a settlement of their differences.

19. While no settlement has been reached as of the date of the filing of this Complaint, Plaintiff is and has always been willing to negotiate a fair and reasonable settlement of all matters with Defendant.

20. To the extent that a written settlement agreement might be entered into between the parties prior to the time of hearing on this Complaint, Plaintiff desires that such written agreement be approved by the Court and incorporated into any Divorce Decree which may be entered dissolving the marriage between the parties.

WHEREFORE, if a written settlement agreement is reached between the parties prior to the time of hearing on this Complaint, Plaintiff respectfully requests that the Court approve and incorporate such agreement into the final Divorce Decree.

COUNT V

REQUEST FOR ALIMONY PENDENTE LITE AND ALIMONY  
UNDER SECTION 3701 AND 3702 OF THE DIVORCE CODE

21. That the prior paragraphs of this Complaint are incorporated here by reference thereto.

22. That Plaintiff requests this Court to enter an award of Alimony Pendente Lite until final hearing and thereupon to enter an Order for Alimony in her favor, pursuant to Section 3701, and 3702 of the Divorce Code.

23. Plaintiff requires reasonable support to adequately maintain herself in accordance with her standards of living established throughout the marriage.

WHEREFORE, Plaintiff respectfully requests the Court to enter an award of alimony Pendente Lite until final hearing and thereupon to enter an Order of Alimony in her favor, pursuant to Section 3701 and 3702 of the Divorce Code.

COUNT VI - REQUEST FOR COUNSEL FEES, COSTS, AND EXPENSES

UNDER SECTION 3702 and 3704 OF THE DIVORCE CODE

24. That the prior paragraphs of this Complaint are incorporated herein by reference thereto.

25. That Plaintiff has employed the law firm of Sobel, Collins and Knaresboro, to represent her in this matrimonial case.

26. That Plaintiff is unable to pay the necessary counsel fees, costs, and expenses and Defendant is more than able to pay them.

27. Reserving the right to apply to the Court for temporary

counsel fees, costs, and expenses, prior to final hearing, Plaintiff requests that, after final hearing, the Court order Defendant to pay Plaintiff's reasonable counsel fees, costs, and expenses.

WHEREFORE, Plaintiff requests that, pursuant to Section 3702 and 3704 of the Divorce Code, the Court enter an Order directing Defendant to pay Plaintiff's reasonable counsel fees, costs, and expenses.

Respectfully submitted,



Gary A. Knaresboro, Esquire

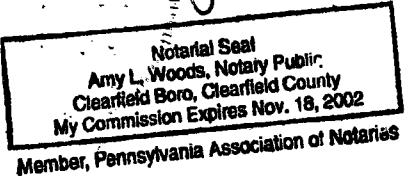
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS  
:

Personally appeared before me, a Notary Public, in and for the County and State aforesaid, Tanya Lynne Williams, being duly sworn according to law, deposes and says that the facts set forth in the foregoing, Complaint in Divorce are true and correct to the best of her knowledge, information and belief.

*Tanya Lynne Williams*  
Tanya Lynne Williams

Sworn and subscribed before me  
this 17<sup>th</sup> day of April ,  
2000.

*Amy L. Woods*  
Notary Public



NO. 00-  
-CD

Tanya Lynne Williams,  
Plaintiff

vs.

Steven Bronte Williams,  
Defendant

COMPLAINT IN DIVORCE

FILED 3 of 4  
0/3/35821 A/H pd  
APR 19 2000 A/H pd  
\$10.00  
William A. Shaw  
Prothonotary

**Sadel, Collins & Knarziboro**  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-5552 (814) 765-6555

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

Tanya Lynne Williams,  
Plaintiff

: No. 00-463-CD

v.

Steven Bronte Williams,  
Defendant

: Type of Pleading:  
Certificate of Service

: Filed on behalf of:  
Tanya L. Williams

: Counsel for this party:  
Gary A. Knaresboro, Esquire

: Supreme Court No. 52097

: Sobel, Collins & Knaresboro  
Attorneys at Law  
: 218 South Second Street  
Clearfield, PA 16830  
: (814) 765-6555  
: (814) 765-6210 FAX

FILED

MAY 02 2000

William A. Shaw  
Prothonotary

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

Tanya Lynne Williams,  
Plaintiff

No. 00-463-CD

v.

Steven Bronte Williams,  
Defendant

CERTIFICATE OF SERVICE

I, Gary A. Knaresboro, Esquire, do hereby state that on the 20 day of April, 2000, I did forward a certified copy of the Complaint in Divorce, filed to the above caption, was served on Steven Bronte Williams, by Certified Mail/Restricted Delivery, senders receipt attached hereto.



Gary A. Knaresboro, Esquire

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.	I also wish to receive the following services (for an extra fee): <input type="checkbox"/> Addressee's Address <input checked="" type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to:  Steve Bronte Williams PO Box 75 Brisbin, PA 16620	4a. Article Number <u>7 052 292 185</u> 4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name) <u>Steven B. Williams</u>	7. Date of Delivery <u>04-20-00</u>
6. Signature: (Addressee or Agent) <u>X Steven B. Williams</u>	8. Addressee's Address (Only if requested and fee is paid) <u>PO Box 75</u> <u>Brisbin PA 16620</u>

Thank you for using Return Receipt Service.

NO. 00-463-CD

Tanya L. Williams

v.

Steven B. Williams

Certificate of Service

FILED  
100-149  
0/22/2002  
MAY 02 2002  
William A. Shaw  
Prothonotary

Suhel, Collins & Knarehord  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-5552 (814) 765-6555

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

Tanya L. Williams,  
Plaintiff

: No. 00-463-CD

v.

Steven B. Williams,  
Defendant

: Type of Pleading:  
Praecipe to Transmit  
: the Record

: Filed on behalf of:  
Tanya L. Williams

: Counsel for this party:  
Gary A. Knaresboro, Esquire

: Supreme Court No. 52097

: Sobel, Collins & Knaresboro  
Attorneys at Law  
: 218 South Second Street  
Clearfield, PA 16830  
: (814) 765-6555  
: (814) 765-6210 FAX

**FILED**

AUG 25 2000

William A. Shaw  
Prothonotary

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

Tanya L. Williams,  
Plaintiff : No. 00-463-CD

v. :

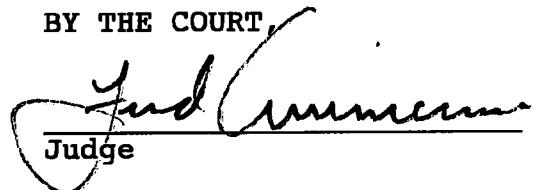
Steven B. Williams,  
Defendant :

DECREE

NOW, this 28 day of August, 2000 it is Ordered and  
Decreed that Tanya L. Williams, Plaintiff and Steven B. Williams,  
Defendant are divorced from the bonds of matrimony.

The Prothonotary is directed to return any balance of court  
costs to the party who deposited the same.

BY THE COURT,

  
\_\_\_\_\_  
Judge

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

Tanya L. Williams, :  
Plaintiff :  
No. 00-463-CD  
v. :  
: Steven B. Williams,  
Defendant

PRAECIPE TO TRANSMIT THE 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: irretrievable breakdown under Section 3301(c) of the Pennsylvania Divorce Code.
2. Date and manner of service of the Complaint.
3. Date of execution of the Affidavit of Consent required by Section 201(c) of the Pennsylvania Divorce Code: by Plaintiff, August 21, 2000, by Defendant, August 21, 2000.

Respectfully submitted,



Gary A. Knaresboro, Esquire

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

Tanya L. Williams, : No. 00-463-CD  
Plaintiff

v. :

Steven B. Williams, :  
Defendant

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the  
Divorce Code was filed on April 19, 2000.

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

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

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

5. I have been advised of the availability of marriage  
counseling.

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.

Tanya L. Williams  
Tanya L. Williams,  
Plaintiff

8/21/00  
Date

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

Tanya L. Williams,  
Plaintiff

: No. 00-463-CD

v.

Steven B. Williams,  
Defendant

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

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

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

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

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

Date: 8/21/00

Tanya L. Williams  
Tanya L. Williams,  
Plaintiff

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

Tanya L. Williams, : No. 00-463-CD  
Plaintiff

v. :

Steven B. Williams, :  
Defendant

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the  
Divorce Code was filed on April 19, 2000.

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

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

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

5. I have been advised of the availability of marriage  
counseling.

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.

  
\_\_\_\_\_  
Steven B. Williams,  
Defendant

8/21/00  
Date

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

Tanya L. Williams,  
Plaintiff

:  
No. 00-463-CD

v.

:

Steven B. Williams,  
Defendant

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

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

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

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

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

Date: 8/21/00

Steven B. Williams  
Steven B. Williams,  
Defendant

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

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

COUNTY \_\_\_\_\_

STATE FILE NUMBER
STATE FILE DATE

## HUSBAND

1. NAME (First)	(Middle)	(Last)	2. DATE OF BIRTH (Month) (Day) (Year)
Steven	B.	Williams	1/20/72
2. RESIDENCE Street or R.D.	City, Boro, or Twp.	County State	4. PLACE OF BIRTH State or Foreign Country
RD 1, Box 223, West Decatur, PA		Clearfield	Pennsylvania
5. NUMBER OF THIS MARRIAGE	6. RACE <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION Laborer

## WIFE

8. MAIDEN NAME (First)	(Middle)	(Last)	9. DATE OF BIRTH (Month) (Day) (Year)
Smith	Tanya	L. Williams	6/26/73
10. RESIDENCE Street or R.D.	City, Boro, or Twp.	County State	11. PLACE OF BIRTH State or Foreign Country
Swoope Street, Brisbin, Clearfield, PA	16620		Pennsylvania

12. NUMBER OF THIS MARRIAGE	13. RACE <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK	OTHER (Specify) <input type="checkbox"/>	14. OCCUPATION Nurse
-----------------------------	---	--	----------------------

15. PLACE OF MARRIAGE (County)	(State or Foreign Country)	16. DATE OF THIS MARRIAGE (Month) (Day) (Year)
Clearfield, PA		10/14/95

17A. NUMBER OF CHILDREN THIS MARRIAGE	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18	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"/>
0	N/A		

20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT
	N/A	3301(c)

22. DATE OF DECREE (Month) (Day) (Year)	23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)

24. SIGNATURE OF TRANSCRIBING CLERK
-------------------------------------

No. 00-463-CD

Tanya L. Williams

v.

Steven B. Williams

Praecipe to Transmit the  
Record

FILED  
REC'D  
AUG 19 2000  
400  
TO AMY KNOXESBRO  
William A. Shaw  
Prothonotary

Schell, Collins & Knoxesboro  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5552 (814) 765-6555

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

Tanya L. Williams, : No. 00-463-CD  
Plaintiff :  
v. :  
: Steven B. Williams,  
Defendant :  
:

**POST NUPTIAL AGREEMENT**

This Agreement made July , 27th , 2000, at Clearfield, Pennsylvania, between Tanya L. Williams, Plaintiff, referred to as the "Wife," currently residing at P.O. Box 75, Brisbin, Pennsylvania, 16620, and Steven Williams, Defendant, referred to as the "Husband" currently residing at RD 1, Box 223, West Decatur, Pennsylvania 16878. They are collectively referred to as the "Parties."

**ARTICLE I. RECITALS**

**Consideration**

1.01. The consideration for this Agreement is the mutual benefit to be obtained by both Parties and the mutual covenants and agreements of the Parties to each other.

**FILED**  
AUG 25 2000  
William A. Shaw  
Prothonotary

**Agreement Voluntary and Clearly Understood**

1.02. Each Party to this Agreement acknowledges and declares that he or she, respectively:

- (1) Understands that he or she has the right to be represented by counsel of his or her own choosing.
- (2) Is fully and completely informed of the facts relating to the subject matter of this Agreement and of the rights and liabilities of the Parties.
- (3) Enters into this Agreement voluntarily.
- (4) Has given careful and mature thought to the making of this Agreement.
- (5) Has carefully read the provisions of this Agreement.
- (6) Fully and completely understands each provision of this Agreement, both as to subject matter and legal effect.

**Finality of Agreement**

1.03. (a) This Agreement shall be submitted to the Court of Common Pleas in which the Complaint of the Parties for divorce is now pending for its approval. The Parties intend this Agreement to be incorporated into and merged with the final divorce decree.

(b) Notwithstanding Paragraph 1.03(a), above, the Parties intend that the provisions governing the settlement of their property rights contained in this Agreement, as approved by the Court, to be final and nonmodifiable other than by subsequent agreement of the Parties; those provisions are intended to survive any Court Order or Decree of Divorce, and are to be enforceable as the independent contractual obligations of the Parties after the entry of any such Order or Decree.

**Date of Marriage**

1.04. The Parties were married on October 14, 1995 , and ever since that date have been and are now, Husband and Wife.

#### **Divorce Action**

1.05. The parties agree that the marriage is irretrievably broken.

### **ARTICLE II. PURPOSE OF AGREEMENT AND EFFECTIVE DATE**

#### **Settlement of Property**

2.01. It is the purpose and intent of this Agreement to settle forever and completely the interests and obligations of the Parties in all property that they own separately, and all property that would qualify as marital property under the Pennsylvania Divorce Code, and that is referred to in this Agreement as "marital property," as between themselves, their heirs, and assigns. The Parties have attempted to divide their marital property in a manner that conforms to a just and fair standard, with due regard to the rights of each Party. The division of existing marital property is not intended by the Parties to constitute in any way a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

#### **Effective Date**

2.02. This agreement shall become effective on the date approved by the Court of Common Pleas and incorporated into the decree of divorce.

#### **Divorce Decree**

2.03. The parties agree to, within 10 days from the date of this Post Nuptial Agreement, sign an Affidavit of Consent and Waiver of Notice of Intention to Request Entry of a Divorce Decree under Section 3301(c) of the Divorce Code, and any other documents necessary to obtain a speedy divorce.

#### **Effect of Reconciliation**

2.04. If after the divorce of the Parties is final, they reconcile and resume cohabitation, regardless of

whether they subsequently remarry each other, this Agreement shall remain in full force and effect.

### **ARTICLE III. DISCLOSURES**

#### **Warranty of Full Disclosure**

3.01. Each Party represents and warrants that he or she has made a full and fair disclosure to the other of all of his or her property interests of any nature, including any mortgage, pledge, lien, charge, security interest, encumbrance, or restriction to which any property is subject. Each Party further represents that he or she has made a full and fair disclosure to the other of all debts and obligations of any nature for which he or she is currently liable or may become liable. Each Party further represents and warrants that he or she has not made any gifts or transfers for inadequate consideration of marital property without the prior consent of the other. No representation or warranty by either Party in this Agreement or in any writing furnished pursuant to this Agreement contains any untrue statement of a material fact, or omits any material fact required to make the statement not misleading.

#### **Litigation**

3.02. There are no actions or proceedings pending against either Party or involving any marital property at law or in equity, or before any federal, state, municipal, or other governmental body. Neither Party is aware of any facts that might result in any action, suit, or proceeding against either Party or against any marital property. Neither Party is in default with respect to any order or decree of any court or of any governmental body, and no marital property is liable for the payment of any obligation by order or decree of any court or governmental body.

### **ARTICLE IV. CONFIRMATION OF SEPARATE PROPERTY**

#### **Release of Interest and After-Acquired Property**

4.01. All property, income, earnings, and assets acquired by either Party subsequent to the effective date of this Agreement, shall be the separate property of the

owner party, and each Party specifically releases any interest in the separate property of the other.

## **ARTICLE V. DIVISION OF MARITAL PROPERTY**

### **Marital Property**

5.01. All marital property of the parties subject to division in this article is set forth below:

#### **Property to Wife**

5.02. Wife shall receive the marital property to own and enjoy as far as her separate property, the following described properties, rights, and interests:

1. 100% of equity in the marital residence located at Brisbin, Pennsylvania.
2. 1999 Pontiac Sunfire
3. Any pension that she acquired
4. Any household furnishings in her possession

#### **Property to Husband**

5.03. Husband shall receive from the marital property, to own and enjoy as his separate property, the following described properties, rights, and interests:

1. 1994 Nissan Truck
2. Any pension that he may have acquired
3. 1968 Chevrolet Camaro
4. 1953 Chevrolet Truck
5. Race Car

6. Any household furnishings in his possession

**Assumption of Encumbrances and Indemnity**

5.04. Each Party assumes all encumbrances and liens on all of the property transferred to him or her pursuant to this Agreement. Each Party agrees to indemnify and hold the other Party harmless from any claim or liability that the other Party may incur because of any encumbrances or liens. If any claim, action, or proceeding seeking to hold the other Party liable on account of any lien or encumbrance is instituted, the responsible Party will at his or her sole expense defend the other Party, and indemnify the other Party against any loss that he or she incurs as a result of the claim, action, or proceeding, including the other Parties Attorney's fees.

**ARTICLE VI. PAYMENT OF DEBTS AND OBLIGATIONS**

**Assumption of Wife**

6.01. Wife agrees to pay and hold the husband harmless from the following debts:

1. Car lien from Commonwealth of Indiana Bank. Loan Account No.0121212000508.
2. Mortgage payment (\$394.00) to County National Bank. Loan Account No. 1256270 Note No. 4.
3. Any student loan that she may have acquired.
4. MBNA Master Card. Card No. 5490 9938 1024 9898.

**Assumption of Husband**

6.02. Husband agrees to pay and hold the wife harmless from the following debts:

1. Any student loan that he may have acquired.

## **SUBSEQUENT DEBTS**

6.03. Each Party agrees to pay and to hold the other Party harmless from any and all personal debts and obligations incurred by him or her from the date of this Agreement. If any claim, action, or proceeding seeking to hold the other Party liable on account of any future debt or obligation is instituted, the responsible Party will at his or her sole expense defend the other Party against it, and indemnify the other Party against any loss that he or she incurs as a result of the claim, action, or proceeding.

## **ARTICLE IX. GENERAL PROVISIONS**

### **Release of All Claims**

7.01. Except as specifically set forth in this Agreement, each Party to this Agreement releases the other from all claims, liabilities, debts, obligations, and causes of action that have been incurred during the marriage between the Parties.

7.02. Each party represents and warrants to the other that he or she has not incurred any debt, obligation, or other liability, other than those described in this Agreement, on which the other Party is or may be liable. Each Party covenants that if any claim, action, or proceeding is initiated seeking to hold the other Party liable for any debt, obligation, liability, act, or omission related to the marriage of the Parties for which that Party is responsible under the terms of this Agreement, the responsible Party will, at his or her sole expense, defend the other against the claim or action. In addition, each Party covenants that he or she will indemnify and hold harmless the other Party with respect to all damages resulting from the proceeding. Damages, as used in this Agreement, shall include any loss, cost, or other liability without limitation that results from the prosecution of any claim, action, or demand. Damages shall also include reasonable attorneys' fees and other expenses incurred in the investigation or in the attempt to avoid the litigation or in enforcing any indemnity. In addition, the damages must result from any inaccurate representation made by or on behalf of either Party to the other in or pursuant to this Agreement, or from a breach of any of the covenants, promises, or obligations made by or incurred by either Party in or pursuant to this Agreement. Each Party agrees to give the other prompt written notice of any demand, claim, or litigation that is threatened or

instituted against him or her and that might constitute the basis of a claim for indemnity pursuant to the terms of this Paragraph.

#### **Credit Cards and Accounts**

7.03. All existing charge accounts and credit cards in the names of Husband and Wife, or in the name of either of them under which the other may be extended credit for purchases, shall be closed or surrendered to their issuer as of the effective date of this Agreement.

7.04. The Parties shall live separate and apart from each other, and neither Party shall interfere with the other Party in any respect. Each Party may carry on and engage in any employment or other activity as he or she may deem desirable for his or her sole use and benefit. Neither Party shall interfere with the use, ownership, or disposition of any property now owned or subsequently acquired by the other.

#### **Acts Prior to Entry of Divorce Decree**

7.05. Each Party agrees that from the date of execution of this Agreement through the date of entry of the divorce decree neither will dispose of any marital property other than in the ordinary course of business, without the written consent of the other. Neither shall enter into any transaction or perform any act that would constitute a breach of the representations, warranties or promises contained in this Agreement. Each Party will afford to the other or their representative, reasonable access, during normal business hours, to the books and records of all marital property, and will cooperate in their examination. No examination, however shall constitute a waiver or relinquishment by either of the right to rely on the covenants, representations, and warranties of the other as provided in this Agreement. Each agrees to hold in confidence all information so obtained, and any document or instrument obtained pursuant to this Paragraph shall be held on an express trust for and on behalf of the other.

#### **Nature and Survival of Representations and Warranties**

7.06. All statements of fact contained in any document delivered by either Party to the other for information or reliance pursuant to this Agreement shall be considered representations and warranties under this Agreement. All

representations and warranties of the Parties shall survive the entry of the divorce decree.

**Waiver of Rights to Other Party's Estate**

7.07. Each Party waives any and all of the following rights:

- (1) To inherit any part of the estate of the other at his or her death.
- (2) To receive property from the estate of the other by bequest or devise, except under a will or codicil dated subsequent to the effective date of this Agreement.
- (3) To act as a personal representative of the estate of the other on intestacy.
- (4) To act as an executor under the will of the other, unless nominated by a will or codicil dated subsequent to the effective date of this Agreement.

**Manner of Payments and Notice**

7.08. All payments and notices provided for in this Agreement shall be considered properly and timely made if deposited in the United States mail in an envelope bearing adequate postage and addressed to the recipient at the address specified in this Agreement, or at any other address that may be designated in writing, on or before the date provided for in this Agreement.

**Execution of Other Documents**

7.09. Each of the Parties shall on demand execute and deliver any document and do any act that may be necessary or desirable to effectuate the provisions and purposes of this Agreement. If either Party fails on demand to comply with this provision, that Party shall pay to the other all, costs, and other expenses reasonably incurred as a result of the failure, in addition to attorney's fees not to be less than \$750.00.

**No Other Agreements**

7.10. This Agreement supersedes any and all other agreements between the Parties, either oral or written,

that relate to the rights and liabilities arising out of the marriage. This Agreement constitutes the entire agreement of the Parties.

#### **Partial Invalidity**

7.11. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

#### **Waiver of Breach**

7.12. The waiver by one Party of any breach of this Agreement by the other Party shall not be deemed a waiver of any other provision of this Agreement or of any subsequent breach of the same provision.

#### **Amendment or Modification**

7.13. Prior to the entry of the divorce decree incorporating this Agreement, this Agreement may be amended or modified only by a written instrument signed by both Parties. Once the Agreement has been incorporated into the divorce decree, it may only be amended or modified on application to the Court of Common Pleas, which retains continuing jurisdiction over the matters in the divorce decree.

#### **Successors and Assigns**

7.14. This Agreement except as it otherwise expressly provides, shall be binding on and shall inure to the benefit of the legatees, devices, heirs, executors, administrators, assigns, and successors in interest of the Parties.

#### **Law Governing Agreement**

7.15. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the Commonwealth of Pennsylvania.

In witness of this Agreement, the Parties set their hands and affix their seals on the date and year written above, with the intent to be legally bound.

Tanya L. Williams  
Tanya L. Williams

Gary A. Knaresboro  
Gary A. Knaresboro, Esquire  
Attorney for Plaintiff

Steven B. Williams  
Steven B. Williams

WAIVED  
Attorney for Defendant

### Acknowledgement

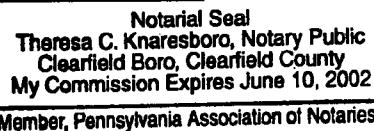
Commonwealth of Pennsylvania  
County of Clearfield

I certify that on July 27, 2000, before me, the undersigned, personally appeared Steven B. Williams, satisfactorily proven to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the instrument for the purposes expressed in the instrument.

In witness to which I set my hand and official seal.

Theresa Knaresboro  
Notary Public

Notary Public for the  
Commonwealth of Pennsylvania  
My Commission expires:



Member, Pennsylvania Association of Notaries

### Acknowledgement

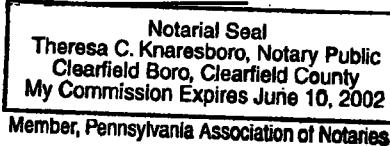
Commonwealth of Pennsylvania  
County of Clearfield

I certify that on July 27, 2000, before me, the undersigned, personally appeared Tanya L. Williams, satisfactorily proven to be the person whose name is subscribed to the above instrument, and acknowledged that she executed the instrument for the purposes expressed in the instrument.

In witness to which I set my hand and official seal.

Theresa Knaresboro  
Notary Public

Notary Public for the  
Commonwealth of Pennsylvania  
My Commission expires:



Member, Pennsylvania Association of Notaries

No. 00-463-CO

Tanya L. Williams

v.

Steven B. Williams

Post Nuptial Agreement

FILED  
15713  
AUG 25 2000  
Koscielowski  
Atty

William A. Shaw  
Prothonotary

Sobel, Collins & Knareshoff  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-5552 (814) 765-6555