

00-474-CD  
MICHELENE SPELIEN -vs- JAMES F. SPELIEN, SR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MICHELENE SPELLEN,

Plaintiff

vs.

JAMES T. SPELLEN, SR.,

Defendant

: No. 00 - 474 C.D.

: Type of Case: DIVORCE

: Type of Pleading: DIVORCE  
: COMPLAINT

: Filed on Behalf of: MICHELENE  
: SPELLEN, Plaintiff

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.  
: Supreme Court No.: 30205

: GLEASON, CHERRY AND  
: CHERRY, L.L.P.

: Attorneys at Law  
: P. O. Box 505  
: One North Franklin Street  
: DuBois, PA 15801

: (814) 371-5800

THERE WERE TWO (2) CHILDREN  
BORN TO THIS MARRIAGE, BOTH OF  
WHOM ARE NOW OF MAJORITY AGE.

**FILED**

**APR 24 2000**

William A. Shaw  
Prothonotary

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

MICHELENE SPELLEN,	:	
Plaintiff	:	
	:	No. 00 - _____ C.D.
vs.	:	
	:	DIVORCE
JAMES T. SPELLEN, SR.,	:	
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 rights important to you, including custody or visitation of your children.

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 Court Administrator, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

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  
Office of the Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 88-89

GLEASON, CHERRY AND CHERRY, L.L.P.  
P. O. Box 505, One North Franklin Street  
DuBois, PA 15801  
(814) 371-5800  
ATTORNEYS FOR PLAINTIFF

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

MICHELENE SPELLEN,	:	
Plaintiff	:	
	:	No. 00 - _____ C.D.
vs.	:	
	:	DIVORCE
JAMES T. SPELLEN, SR.,	:	
Defendant	:	

**COMPLAINT IN DIVORCE**

AND NOW, comes the Plaintiff, MICHELENE SPELLEN, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Complaint in Divorce under the Divorce Code upon a cause of action whereof the following is a statement:

1. The Plaintiff, MICHELENE SPELLEN, is an adult individual who resides at 7 Reynolds Avenue, DuBois, Sandy Township, Clearfield County, Pennsylvania 15801.
2. The Defendant, JAMES T. SPELLEN, SR., is an adult individual who resides at 27 Dixon Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six (6) months immediately previous to the filing of this Complaint.
4. The Plaintiff and Defendant were married on September 26, 1975, in DuBois, Pennsylvania.
5. There have been no prior actions of divorce or for annulment between the parties.
6. Plaintiff has been advised that counseling is available and that Defendant may have the right to request that the Court require the parties to participate in counseling. Plaintiff makes no request herself for such counseling.

7. The marriage is irretrievably broken.

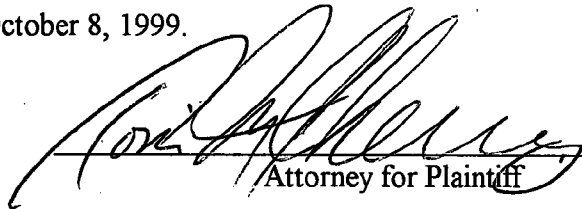
8. Plaintiff requests the Court to enter a Decree of Divorce under Sections 3301(c) or 3301(d) of the Divorce Code.

9. That on October 8, 1999, the parties did enter into a Marriage Settlement Agreement resolving all outstanding economic issues arising out of the dissolution of their marriage.

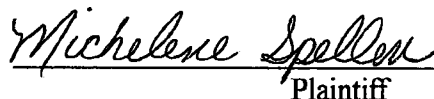
10. That Plaintiff has filed the original of said Marriage Settlement Agreement to the above-captioned term and number concurrent with the filing of this Divorce Complaint.

11. That Plaintiff requests your Honorable Court to accept the terms of said Marriage Settlement Agreement and to incorporate the same into the Divorce Decree issued in this case for the purposes of enforcing the terms of said Marriage Settlement Agreement.

WHEREFORE, Plaintiff requests your Honorable Court to issue whatever further Orders are necessary in order to effect the terms and provisions of the Marriage Settlement Agreement of the parties dated October 8, 1999.

  
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.

  
Plaintiff

Dated: April 20, 2000

**MARRIAGE SETTLEMENT AGREEMENT**

**THIS AGREEMENT**, made this 8<sup>th</sup> day of October, 1999, by and between  
**MICHELENE SPELLEN**, an individual, hereinafter referred to as "WIFE";

A  
N  
D

**JAMES T. SPELLEN, SR.**, an individual, hereinafter referred to as "HUSBAND";

**WITNESSETH:**

**WHEREAS**, the parties were married on September 26, 1975, in DuBois, Pennsylvania, and ever since that time have been, and are now, husband and wife; and

**WHEREAS**, there were two (2) children born to this marriage, both of whom are now of majority age. The parties have no other issue, living or deceased, and have no adopted children; and

**WHEREAS**, unhappy differences have arisen between the parties, and as a result, they have lived separate and apart for some time and desire to continue to live separate and apart; and

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

**WHEREAS**, both parties agree to relinquish any and all claims which either may have against any property acquired by either of them by purchase, gift, devise, bequest, inheritance and other, except as to the obligations, covenants and agreements contained herein.

**FILED**

**APR 24 2000**

William A. Shaw  
Prothonotary

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

1. **SEPARATION**: It shall be lawful for each party at all times hereafter to live separate and apart from the other party 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 will 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, 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 except as herein expressly set forth, 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 in this Agreement.

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

6. **MARITAL PROPERTY**: The following property, together with any encumbrances thereon, constitutes all of the marital property of the parties:

<u>ASSET</u>	<u>ENCUMBRANCE</u>
1. Marital residence consisting of house and lot situate at 7 Reynolds Avenue, DuBois, PA 15801	Mortgage with S&T Bank having a balance at the time of separation of \$12,000.00
2. HUSBAND'S pension plan through Stoltz having a value at the time of separation of over \$8,000.00	NONE
3. 1986 Dodge Ram Pick-Up titled in both names	NONE
4. 1994 Dodge Spirit titled in both names	NONE
5. Cash surrender values of two whole life insurance policies having a face value of \$50,000.00 each	NONE
6. Household goods and furnishings in the marital residence	NONE



ASSET

ENCUMBRANCE

- |   |      |
|---|------|
| 7. Household goods and furnishings in the possession of HUSBAND | NONE |
| 8. Four-wheeler   | NONE |
| 9. Guns, gun cabinet and tools                                  | NONE |

7. **SEPARATE PROPERTY**: (i) The parties acknowledge that the following property is the separate property of WIFE:

(a) All clothing and jewelry and other personal effects.

(b) All property owned by WIFE prior to the marriage or given to her during the marriage by friends or family.

(ii) The parties acknowledge that the following property is the separate property of HUSBAND:

(a) All clothing and jewelry and other personal effects.

(b) All property owned by HUSBAND prior to the marriage or given to him during the marriage by friends or family.

8. **DISTRIBUTION OF MARITAL PROPERTY**: The marital property of the parties is divided and distributed between them as follows:

(a) The HUSBAND shall own, have and enjoy as his separate property from this day forward, the following described properties, rights and interests:

(1) Pension Plan through Stoltz.

(2) 1986 Dodge Ram Pick-Up. WIFE will execute whatever documents are necessary to convey sole title to the same to HUSBAND.

(3) Guns, gun cabinet and tools.

(4) All household goods and furnishings in the possession of HUSBAND.

(b) The WIFE shall own, have and enjoy as her separate property from this day forward, all the rest, residue and remainder of the marital property, including, without limitation, the following described properties, rights and interests:

(1) Marital residence situate at 7 Reynolds Avenue. HUSBAND will execute a deed conveying all of his right, title and interest in said premises to WIFE. WIFE will assume sole responsibility for payment of the mortgage against said premises and will hold HUSBAND harmless from any liability for payment on the same.

(2) 1994 Dodge Spirit. HUSBAND will sign whatever documents are necessary to put sole title to said vehicle in the name of WIFE.

(3) Cash surrender values for the two whole life insurance policies having a face value of \$50,000.00 each. HUSBAND will execute whatever documents are necessary to convey sole possession of said policies to WIFE.

(4) All household goods and furnishings in the marital residence with the exception of what has been specifically awarded herein to HUSBAND.

(5) Four-wheeler.

9. **MARITAL DEBTS**: The parties acknowledge that the only remaining marital debts are as follows:

(a) Mortgage with S&T Bank against the marital residence. WIFE will assume sole responsibility for payment of the monthly mortgage payments and will hold HUSBAND harmless from any liability for payment on the same.

(b) Debt owed to ATT Mastercard having a balance at the time of separation of approximately \$1,200.00. WIFE will assume sole responsibility for payment of said debt and will hold HUSBAND harmless from any liability for payment on the same.

(c) Debt owed on the VISA credit card in the amount of \$1,200.00 at the time of separation. WIFE will assume sole responsibility for payment of the balance due on the VISA card and will hold HUSBAND harmless from any liability for payment on the same.

10. **PURPOSE AND INTENT**: It is the purpose and intent of this Agreement to settle forever and completely the interests and obligations of the parties in all marital property as between themselves, their heirs and assigns. The parties have attempted to divide their marital property in a manner which conforms to a just and right standard, with due regard to the rights of each party. The parties believe that such a standard is best met by an equitable division of the jointly owned or marital property in existence as of the date of this Agreement. The division of existing marital property is not intended by the parties to constitute in any way a sale or exchange of assets, and except as specifically noted therein, the division is being affected without the introduction of outside funds or other property not constituting a party of the marital estate. As used herein, the term "marital property" shall include all property described by Section 3501(a) of the Divorce Code.

11. **SPOUSAL SUPPORT/ALIMONY**: WIFE hereby waives any and all claims she may have to support, alimony pendente lite or permanent alimony except as is provided for her specifically in this Agreement.

12. **COUNSEL FEES**: Each of the parties shall be solely responsible for his or her respective counsel fees and costs assessed in this matter and will hold the other harmless from any liability to pay the same.

13. **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.

14. **HEALTH INSURANCE COVERAGE FOR WIFE**: HUSBAND agrees that he will not remove WIFE from his health insurance coverage provided by his employer until such time as a Divorce Decree has been issued.

15. **RIGHT TO COUNSEL**: Each of the parties understands that he has the right to seek advice from his own counsel prior to the signing of this Agreement. The parties acknowledge that they negotiated this Agreement and the same has been reduced to writing by WIFE'S attorney at WIFE'S direction. Each acknowledges that this Agreement has been fully explained to him and each fully understands the facts and has been fully informed as to his or her legal rights and obligations and each acknowledges and accepts that this Agreement, is, under the circumstances, fair and equitable and that it is being entered into freely and voluntarily and that execution of this Agreement is not the result of any collusion or any improper or illegal agreement or agreements.

16. **WAIVER OF CLAIMS AGAINST THE OTHER'S ESTATE**: 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, 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, right to take property under equitable distribution, right to take in intestacy, 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 into effect this mutual waiver and relinquishment of any such interest, rights or claims.

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

18. **AFTER-ACQUIRED PERSONAL PROPERTY**: Each of the parties shall hereafter own and enjoy independently of any claim or right of the other all items of personal property, tangible or intangible, hereafter acquired by him or her, with full power in him or her to dispose of the same as fully and effectively in all respects and for all purposes as though he or she were unmarried.

19. **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.

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 of 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 hereof 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.

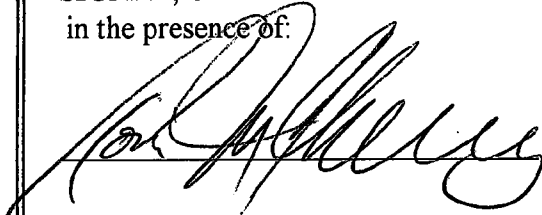
26. **FULL AND FAIR DISCLOSURE**: HUSBAND and WIFE acknowledge that there has been no professional evaluation of the assets. Nevertheless, the parties have evaluated

the assets themselves and acknowledge that each has made a full and fair disclosure to the other. The parties acknowledge that this is a fair agreement and is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon either, and they further agree that 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.

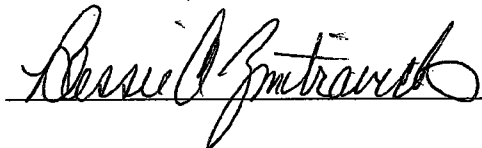
27. **ENFORCEMENT**: This Agreement shall be submitted to the Court of Common Pleas of Clearfield County, Pennsylvania, the Court presently having jurisdiction over the marital action between HUSBAND and WIFE with a request that this Agreement become part of the Decree of Divorce issued by said Court and be made part of said Decree in any judgment thereon, with jurisdiction remaining in the Court to see that the terms hereof are complied with, it being understood that the Agreement will survive the Decree of Divorce and not be merged into it. The parties agree and intend that incorporation is for the sole purpose of enforcement and not for any modification of the terms hereof.

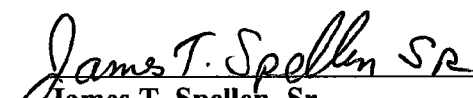
**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound, have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:



 (SEAL)  
Michelene Spellen



 (SEAL)  
James T. Spellen, Sr.

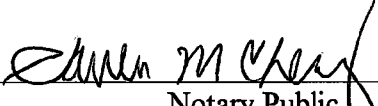
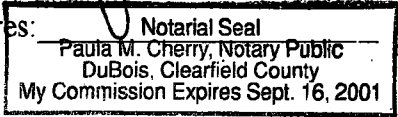
COMMONWEALTH OF PENNSYLVANIA

:  
: SS.

COUNTY OF CLEARFIELD

On this, the 25<sup>th</sup> day of October, 1999, before me, a Notary Public, personally appeared **MICHELENE SPELLEN**, known to me 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.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_  


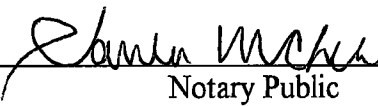
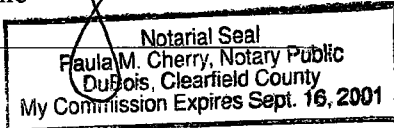
COMMONWEALTH OF PENNSYLVANIA

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: SS.

COUNTY OF CLEARFIELD

On this, the 26<sup>th</sup> day of October, 1999, before me, a Notary Public, personally appeared **JAMES T. SPELLEN, SR.**, known to me 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.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_  




4 CMT TO ARTS  
Prothonotary  
William A. Shaw

APR 24 2007  
2130/4  
JCS

FILED

by and between:

MICHELENE SPELLEN,  
"WIFE"

A  
N  
D

JAMES T. SPELLEN, SR.,  
"HUSBAND"

MARRIAGE SETTLEMENT AGREEMENT

LAW OFFICERS  
GLEASON, CHERRY & CHERRY, L.L.P.  
P. O. Box 505  
DU BOIS, PENNSYLVANIA 15801-0505  
ONE NORTH FRANKLIN STREET

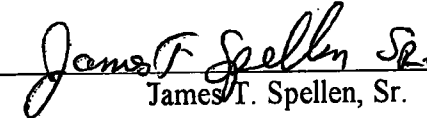
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MICHELENE SPELLEN,  
Plaintiff  
vs.  
JAMES T. SPELLEN, SR.,  
Defendant

No. 00 - 474 C.D.  
DIVORCE

**ACCEPTANCE OF SERVICE**

AND NOW, this 27 of April, 2000, I, JAMES T. SPELLEN, SR., Defendant named in the above-captioned divorce action, do hereby acknowledge that I received a certified copy of the Divorce Complaint filed on April 24, 2000, on behalf of MICHELENE SPELLEN, Plaintiff in the above-captioned matter, on this 27 day of April, 2000.

  
James T. Spellin, Sr.

**FILED**

**MAY 01 2000**

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MICHELENE SPELLEN,

Plaintiff

vs.

JAMES T. SPELLEN, SR.,

Defendant

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:  
: No. 00 - 474 C.D.  
:  
: DIVORCE  
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**PRAECIPE TO TRANSMIT RECORD**

TO WILLIAM A. SHAW, 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 Divorce Code.
2. Date and manner of service of the Complaint: A certified copy of the Divorce Complaint was served upon Defendant, JAMES T. SPELLEN, SR., by him accepting service of a certified copy of the same and executing an Acceptance of Service on April 27, 2000.
3. (a) Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: by Plaintiff on July 24, 2000; by Defendant on July 24, 2000.
4. Related claims pending: NONE.

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Plaintiff

**FILED**

JUL 28 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MICHELENE SPELLEN,

Plaintiff

vs.

JAMES T. SPELLEN, SR.,

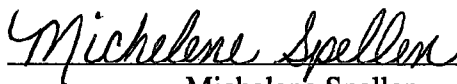
Defendant

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: No. 00 - 474 C.D.  
:  
: DIVORCE  
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**AFFIDAVIT OF CONSENT**

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on April 24, 2000.
2. The marriage of the Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing and service of the Complaint .
3. I consent to the entry of a final decree of divorce after service of Notice of Intention to Request Entry of the Decree.

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.



Michelene Spellen  
Plaintiff

Date: July 24, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MICHELENE SPELLEN,

Plaintiff

vs.

JAMES T. SPELLEN, SR.,

Defendant

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No. 00 - 474 C.D.

DIVORCE

**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.



Michelene Spellman  
Plaintiff

Date: July 24, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MICHELENE SPELLEN,

Plaintiff

vs.

JAMES T. SPELLEN, SR.,

Defendant

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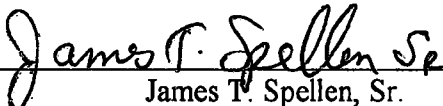
No. 00 - 474 C.D.

DIVORCE

**AFFIDAVIT OF CONSENT**

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James T. Spellin, Sr.  
Defendant

Date: July 24, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MICHELENE SPELLEN,

Plaintiff

No. 00 - 474 C.D.

vs.

DIVORCE

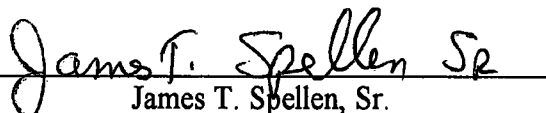
JAMES T. SPELLEN, SR.,

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.

  
James T. Spellen, Sr.  
Defendant

Date: July 24, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MICHELENE SPELLEN,

Plaintiff

vs.

JAMES T. SPELLEN, SR.,

Defendant

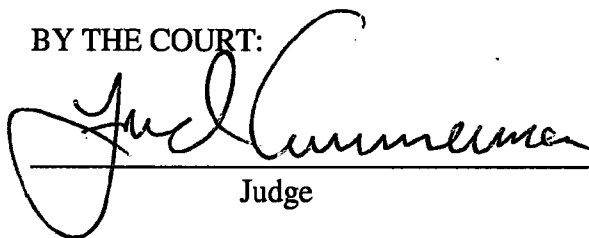
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:  
: No. 00 - 474 C.D.  
:  
: DIVORCE  
:  
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**DECREE AND ORDER**

AND NOW, this 31<sup>st</sup> day of July, 2000, the Court, by virtue of the authority vested in it by law, decrees that MICHELENE SPELLEN and JAMES T. SPELLEN, SR., are hereby divorced from the bonds of matrimony, and all the duties, rights, and claims accorded to either of the said parties at any time heretofore, in pursuance of said marriage, shall henceforth cease and determine, and the said parties shall severally be at liberty to marry again as if they had never been married.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to R.C.P. 1920.1, *et seq.*, & Act of 1990, Dec. 19, P.L. 1240, No. 206, Section 2, *et seq.*, "The Divorce Code", that the terms, provisions and conditions of a certain Marriage Settlement Agreement entered into between the parties dated October 8, 1999, is hereby incorporated into this Decree and Order by reference as fully as though the same were set forth herein at length. Said Agreement shall not merge with but shall survive this Decree and Order.

BY THE COURT:

  
Judge



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL STATISTICS

COUNTY <div style="border: 1px solid black; padding: 2px; text-align: center;">CLEARFIELD</div>	<b>RECORD OF</b> DIVORCE      OR      ANNULMENT <input checked="" type="checkbox"/> (CHECK ONE) <input type="checkbox"/>	STATE FILE NUMBER <hr/> STATE FILE DATE <hr/>
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HUSBAND					
1. NAME (First) (Middle) (Last) James T. Spellen, Sr.			2. DATE OF BIRTH (Month) (Day) (Year) 9 12 57		
3. RESIDENCE (Street or R.D.) (City, Town, or Twp.) (County) (State) 27 Dixon Avenue, DuBois, Clearfield, PA 15801			4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
5. NUMBER OF THIS MARRIAGE 1		6. RACE (Specify) WHITE <input checked="" type="checkbox"/> NEGRO <input type="checkbox"/> OTHER <input type="checkbox"/>		7. USUAL OCCUPATION Mechanic for Stoltz in DuBois	
WIFE					
8. MAIDEN NAME (First) (Middle) (Last) Michelene Gula			9. DATE OF BIRTH (Month) (Day) (Year) 5 06 57		
10. RESIDENCE (Street or R.D.) (City, Town, or Twp.) (County) (State) 7 Reynolds Avenue, DuBois, Clearfield, PA 15801			11. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
12. NUMBER OF THIS MARRIAGE 1		13. RACE (Specify) WHITE <input checked="" type="checkbox"/> NEGRO <input type="checkbox"/> OTHER <input type="checkbox"/>		14. USUAL OCCUPATION Office Part-time Rural Carrier for Post/Office	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Clearfield, Pennsylvania			16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 9 26 75		
17A. NUMBER OF CHILDREN THIS MARRIAGE 2	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0	18. PLAINTIFF (Specify) HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>		19. DECREE GRANTED TO (Specify) HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF (Specify) HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> OTHER <input type="checkbox"/>		21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT irretrievable breakdown under Section 3301(c) of the Divorce Code			
22. DATE OF DECREE (Month) (Day) (Year)		23. DATE REPORT SENT TO VITAL STATISTICS (Month) (Day) (Year)			
24. SIGNATURE OF TRANSCRIBING CLERK					