

00-566-65  
CATHY E. FUDROW -vs- JOHN W. FUDROW

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

CATHY E. FUDROW,

Plaintiff

vs.

JOHN W. FUDROW,

Defendant

No. 00-506-CD

COMPLAINT IN DIVORCE

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

No minor children to this marriage.

**FILED**

**MAY 02 2000**

William A. Shaw  
Prothonotary

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

CATHY E. FUDROW,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
JOHN W. FUDROW,	:	
Defendant	:	

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court for

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

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

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

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

CATHY E. FUDROW,  
Plaintiff

vs.

JOHN W. FUDROW,  
Defendant

:  
:  
:  
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:  
:  
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No.

DIVORCE UNDER SECTIONS 3301(C)  
AND 3301(D) OF THE DIVORCE CODE

COUNT I – DIVORCE

NOW COMES, the Plaintiff, CATHY E. FUDROW, by and through her attorneys, Belin & Kubista, and sets forth the following Complaint in Divorce and would aver as follows:

1. That Plaintiff is Cathy E. Fudrow, an adult individual, currently residing at 423 W. Main Street, Apt. 3, Lock Haven, Pennsylvania, since April 14, 2000.
2. That Defendant is John W. Fudrow, an adult individual, currently residing at P.O. Box 272, Ramey, Pennsylvania, since November 1977.
3. That Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six months immediately previous to the filing of this Complaint.
4. That the Plaintiff and Defendant were married on November 26, 1977, in Houtzdale, Clearfield County, Pennsylvania.
5. That there were no previous actions in divorce filed.
6. The marriage is irretrievably broken.

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

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

COUNT II – DIVORCE UNDER 3301(D)

8. Paragraphs one through seven of this Complaint are incorporated herein by reference as though set forth in full.

9. The parties have lived separate and apart for a period in excess of two (2) years in accordance with Section 3301(d ) of the Divorce Code.

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

COUNT III – EQUITABLE DISTRIBUTION

10. Paragraphs one through eleven of this Complaint are incorporated herein by reference and made a party hereof as though set forth in full.

11. Plaintiff and Defendant have legally and beneficially acquired property both real and personal during their marriage from November 26, 1977 to April 14, 2000.

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

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

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


COUNT IV - ATTORNEY'S FEES, COSTS AND EXPENSES

14. Paragraphs one through thirteen of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

15. Plaintiff has employed Kimberly M. Kubista as counsel in this divorce action but is unable to pay the necessary and reasonable attorneys fees for said counsel and the expense and costs of this action.

WHEREFORE, Plaintiff requests Your Honorable Court to enter an award of temporary counsel fees, costs and expenses as are deemed appropriate.

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

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

Date

5/1/00

Cathy E. Fudrow

Cathy E. Fudrow

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED

MAY 02 2000

013331

Wm A Shaw

Prothonotary

PD \$100.00

2cc atty Kubista



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

CATHY E. FUDROW,

Plaintiff

vs.

JOHN W. FUDROW,

Defendant

No. 00-506-CD

CERTIFICATE OF SERVICE

File on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

**FILED**

**MAY 04 2000**

William A. Shaw  
Prothonotary

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

CATHY E. FUDROW,

Plaintiff

vs.

No. 00-506-CD

JOHN W. FUDROW,

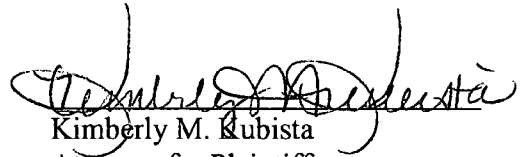
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Complaint in Divorce in the above captioned matter to the following party by first class mail on the 3rd day of May, 2000:

JOHN W. FUDROW  
P.O. Box 272  
Ramey, PA 16671

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Plaintiff

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

John W. Fudrow  
P.O. Box 272  
Ramey, PA 16671

**COMPLETE THIS SECTION ON DELIVERY**

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

John W Fudrow 5-3-00

C. Signature

x John W Fudrow

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☒ Yes

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

7099 3400 0002 7592 3059

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

CLEARFIELD, PENNSYLVANIA 16830

P. O. BOX 1

15 NORTH FRONT STREET

ATTORNEYS AT LAW

BELIN & KUBISTA

FILED

0/3:25pm

MAY 04 2000

William A. Shaw  
Prothonotary

NO CC

*gms*

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

CATHY E. FUDROW,  
Plaintiff

vs.

JOHN W. FUDROW,  
Defendant

:  
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:

No. 00-506-CD

PRAECIPE TO TRANSMIT THE  
RECORD, AFFIDAVITS OF  
CONSENT AND WAIVERS OF  
NOTICE OF INTENTION

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

**FILED**

SEP 26 2000

William A. Shaw  
Prothonotary

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

CATHY E. FUDROW,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-506-CD
	:	
JOHN W. FUDROW,	:	
Defendant	:	

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

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

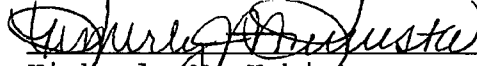
1. That grounds for said Divorce were that there has been an irretrievable breakdown of the marriage relationship of the parties within the meaning of Section 3301(c) of the Divorce Code.

2. A Complaint alleging Section 3301(c) of the Pennsylvania Divorce code was filed on May 2, 2000 and served on Defendant, at P.O. Box 272, Ramey, Pennsylvania on May 3, 2000.

3. That Affidavits of Consent and Waivers of Notice of Intention to said Divorce have been executed by Plaintiff on September 25, 2000 and by Defendant on September 20, 2000, which said Affidavits and Waivers are attached hereto as Exhibits "A", "B", "C" and Exhibit "D", respectively.

4. Related claims pending: None.

BELIN & KUBISTA

A handwritten signature in cursive script, appearing to read "Kimberly M. Kubista", written over a horizontal line.

Kimberly M. Kubista

Attorney for Plaintiff

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

CATHY E. FUDROW,  
Plaintiff

vs.

No. 00-506-CD

JOHN W. FUDROW,  
Defendant

AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on May 2, 2000.

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

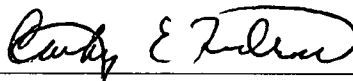
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

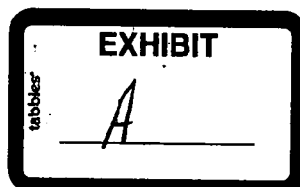
4. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

I verify that the statements made in this affidavit are true and 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:

9/25/08

  
Cathy E. Fudrow





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

CATHY E. FUDROW,  
Plaintiff

vs.

JOHN W. FUDROW,  
Defendant

No. 00-506-CD

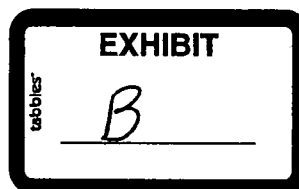
WAIVER OF NOTICE OF INTENTION TO REQUEST  
ENTRY OF A DIVORCE DECREE UNDER  
SECTION 3301(C) OF THE DIVORCE CODE

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: 9/25/00

Cathy E. Fudrow  
Cathy E. Fudrow



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

CATHY E. FUDROW,  
Plaintiff

vs.

No. 00-506-CD

JOHN W. FUDROW,  
Defendant

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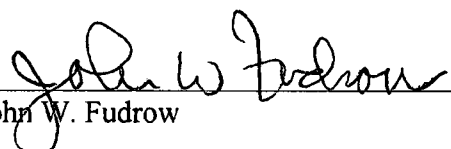
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of the filing the complaint.

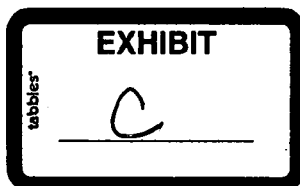
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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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: 9/20/00

  
John W. Fudrow



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

CATHY E. FUDROW,  
Plaintiff

vs.

No. 00-506-CD

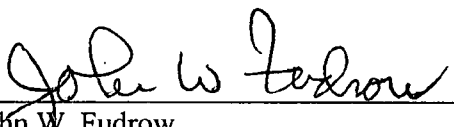
JOHN W. FUDROW,  
Defendant

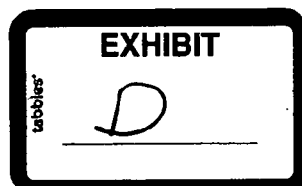
WAIVER OF NOTICE OF INTENTION TO REQUEST  
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I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification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

Date: 9/20/00

  
John W. Fudrow



**BELIN & KUBISTA**

ATTORNEYS AT LAW

• 15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

## 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) John W. Fudrow			2. DATE OF BIRTH (Month) (Day) Year 11/27/52		
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State P.O. Box 272, Ramey, Clearfield County, Pennsylvania			4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
5. NUMBER OF THIS MARRIAGE 1		6. RACE WHITE BLACK OTHER (Specify) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		7. USUAL OCCUPATION Manager	

**WIFE**

8. MAIDEN NAME (First) (Middle) (Last) Palovcsik Cathy E. Fudrow			9. DATE OF BIRTH (Month) (Day) Year 2/3/55		
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State 423 W. Main Street, Lock Haven, Clinton County, PA			11. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
12. NUMBER OF THIS MARRIAGE 1		13. RACE WHITE BLACK OTHER (Specify) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		14. USUAL OCCUPATION Student	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Clearfield County, Pennsylvania			16. DATE OF THIS MARRIAGE (Month) (Day) (year) 11/26/77		
17A. NUMBER OF CHILDREN THIS MARRIAGE 0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0	18. PLAINTIFF HUSBAND WIFE OTHER (Specify) <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		19. DECREE GRANTED TO HUSBAND WIFE OTHER (Specify) <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND WIFE SPLIT CUSTODY OTHER (Specify) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> n/a		21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)			
22. DATE OF DECREE (Month) (Day) (Year)			23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)		

24. SIGNATURE OF  
TRANSCRIBING CLERK

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

CATHY E. FUDROW,  
Plaintiff

vs.

JOHN W. FUDROW,  
Defendant

:  
:  
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:  
:  
:

No. 00-506-CD

DIVORCE DECREE

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

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

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

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

CATHY E. FUDROW,  
Plaintiff

vs.

JOHN W. FUDROW,  
Defendant

No. 00-506-CD

DIVORCE DECREE

AND NOW, this 2nd day of October, 2000, it  
is ORDERED and DECREED that CATHY E. FUDROW, Plaintiff and JOHN W.  
FUDROW, Defendant are divorced from the bonds of matrimony. A  
Marriage Settlement Agreement dated August 29, 2000 is  
incorporated herein by reference as though set forth in full.

BY THE COURT,

  
Judge

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

CATHY E. FUDROW,  
Plaintiff

vs.

No. 00-506-CD

JOHN W. FUDROW,  
Defendant

**MARRIAGE SETTLEMENT AGREEMENT**

THIS AGREEMENT made this 29<sup>th</sup> day of Aug, 2000, between  
CATHY E. FUDROW, of 423 W. Main Street, Lock Haven, Clinton County, Pennsylvania,  
hereinafter "WIFE",

A

N

D

JOHN W. FUDROW, of P.O. Box 272, Ramey, Clearfield County, Pennsylvania, hereinafter  
"HUSBAND",

WITNESSETH:

WHEREAS, the parties were married on November 26, 1977; and

WHEREAS, there is one child to this marriage; however, the child is emancipated;

and

WHEREAS, the parties hereto have been living separate and apart for a period of  
time prior to the execution of this Agreement; and

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



WHEREAS, both parties agree to relinquish any and all claims which either may have against any property now owned or belonging to the other or which may hereafter be acquired by either of them by purchase, gift, devise, bequest, inheritance or otherwise, except as to the obligations, covenants and agreements contained herein; and

WHEREAS, the parties hereto have each had the benefit of competent and independent legal advice by separate counsel;

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

1.     SEPARATION:     It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place as he or she may from time to time choose or deem fit. The foregoing provisions shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart.

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

3.     DESIRE OF THE PARTIES: It is the desire of the parties, after long and careful consideration, to amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, including property heretofore or subsequently acquired by either party, and to settle all disputes existing between them, including any and all claims for Wife's and/or Husband's maintenance and/or for support, alimony, counsel fees and

costs, custody and equitable distribution.

4. DEBTS: The Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities whatsoever, for which the other party or their property or their estates shall or may be or become liable or answerable, and they covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them, except as expressly provided in this Agreement.

5. EFFECT OF DIVORCE DECREE: The parties hereby acknowledge that Husband has commenced an action in divorce, indexed to Number 00-506-CD in the Court of Common Pleas of Clearfield County, Pennsylvania. The parties agree to execute an Affidavit of Consent and Waiver of Notice of Intention to Request Entry of Divorce Decree upon execution of this Agreement.

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

7. CHECKING AND SAVINGS ACCOUNTS: The parties agree that there are no checking or savings accounts in the name of Husband and Wife and that each has their own separate such accounts with respect to which the other will make no claim.

8. DIVISION OF PERSONAL PROPERTY: All items of personalty have

been divided satisfactorily between the parties. Neither party shall make any claim to any such property of the other.

9. REAL ESTATE: The parties are the owners of certain property located in Ramey, Pennsylvania consisting of a house and .6 acres which has a lien against it through County National Bank as well as a home equity loan against it through County National Bank. Husband shall become sole owner of the property and agrees to indemnify and hold Wife harmless from any liability associated with the same. Wife hereby agrees to waive any right, title or interest to the property and further agrees to execute a special warranty deed conveying her interest in the same to Husband.

10. REFINANCING OF THE MORTGAGE AND HOME EQUITY LOAN: Husband shall within no less than one (1) year from July 5, 2000 refinance the mortgage and home equity loan through a lending institution of his choice so as to remove Wife's name from the mortgage and home equity loan.

11. DEBTS: The parties agree that Husband shall take on sole responsibility for the Master Card debt and Wife shall take on sole responsibility for the Visa Card debt. Both parties hereby indemnify and hold the other harmless from the debt which they are solely responsible for.

12. MISCELLANEOUS: The parties hereby agree that the account titled in the names of Cathy Fudrow and John Paul Fudrow, account number 732972, is not marital and nature and as such, the same shall be transferred to the parties' son, John Paul Fudrow.

13. ALIMONY, ALIMONY PENDENTE LITE, COUNSEL FEES, COSTS AND EXPENSES: Both parties waive any right they may have to alimony, alimony pendente lite, counsel fees, costs and expenses.

14. VEHICLES: The parties were the owners of a Pontiac Grand Am and a 1986 Ford Pickup. Husband shall become sole owner of both vehicles and hereby agrees to indemnify and hold Wife harmless from any liability associated with the same. Wife hereby waives any right, title or interest to the vehicles and further agrees to execute any and all documentation necessary to effectuate the transfer of the vehicles to Husband.

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

16. WAIVER OF CLAIMS AGAINST ESTATES: Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction; the rights to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, curtesy, statutory allowance, widow's allowance; the right to take property under equitable distribution; the right to take under the intestacy laws; the right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry in to effect this mutual waiver and relinquishment of all such interests, rights and claims.

17. INTENDED TAX RESULT: By this Agreement, the parties have intended to effect an equal division of their marital property. The parties have determined that an equal division of such property conforms to a just and right standard with due regard to the rights of each party. The division of existing marital property is not (except as expressly provided in this Agreement) intended by the parties to constitute in any way a sale or exchange of assets, and the

division is being effected without the introduction of outside funds or other property not constituting a party of the marital estate.

18. 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.

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

20. 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.

21. VOLUNTARY EXECUTION: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

22. 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.

23. MODIFICATION AND WAIVER: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same

formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

24. 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.

25. INDEPENDENT SEPARATE COVENANTS: It is specifically understood and agreed by and between the parties hereto that, each paragraph hereto shall be deemed to be a separate and independent covenant and agreement.

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

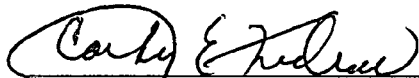
27. VOID CLAUSES: If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

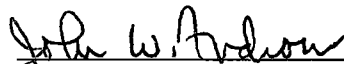
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

  
Cathy E. Fudrow

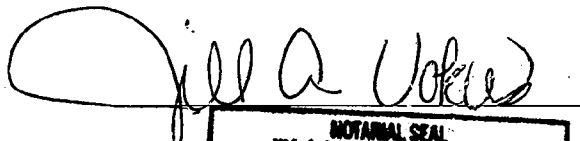
  
John W. Fudrow

COMMONWEALTH OF PENNSYLVANIA)

SS  
COUNTY OF CLEARFIELD )

On this 12<sup>th</sup> day of Sept., 2000, before me, the undersigned officer, personally appeared, Cathy E. Fudrow, 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 notarial seal the day and year first above written.

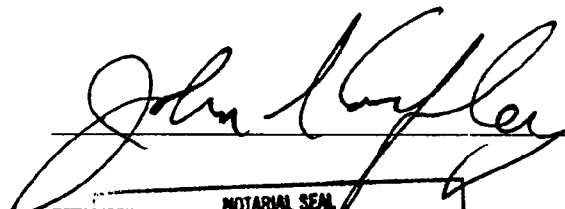
  
NOTARIAL SEAL  
JILL A. VOKES, NOTARY PUBLIC  
CLEARFIELD BORO., CLEARFIELD CO., PA  
MY COMMISSION EXPIRES APRIL 7, 2001

COMMONWEALTH OF PENNSYLVANIA)

SS  
COUNTY OF CLEARFIELD )

On this 29<sup>th</sup> day of August, 2000, before me, the undersigned officer, personally appeared, John W. Fudrow, 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 seal the day and year first above written.

  
NOTARIAL SEAL  
JOHN R. CARFLEY, NOTARY PUBLIC  
PHILIPSBURG BORO., CENTRE COUNTY  
MY COMMISSION EXPIRES APRIL 18, 2004

**BELIN & KUBISTA**

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

**FILED**

NOV 11 2000

SEP 26 2000

William A. Shaw

Prothonotary



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

CATHY E. FUDROW,  
Plaintiff

vs.

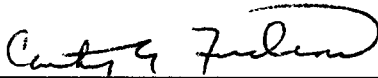
JOHN W. FUDROW,  
Defendant

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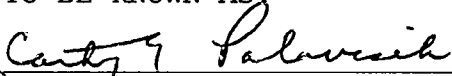
No. 00-506-CD

NOTICE OF INTENT TO RESUME PRIOR NAME

Notice is hereby given that Plaintiff, CATHY E. FUDROW, in the above captioned matter, having been granted a Final Decree in Divorce on October 2, 2000, hereby intends to resume and hereby after use the previous name of CATHY E. PALOVCSIK, and gives us written notice avowing her intent in accordance with the provisions of the Act of April 2, 1980, PL 63, No. 26, Section 702; 23 PS Section 702.

  
(24) CATHY E. FUDROW  
Signature of Petitioner

TO BE KNOWN AS:

  
(8) CATHY E. PALOVCSIK  
Signature - Intended

**FILED**

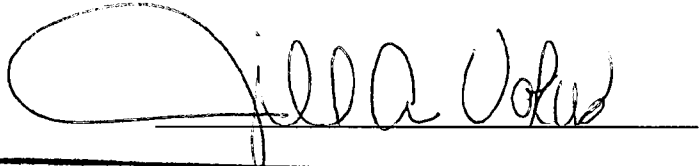
OCT - 9 2000

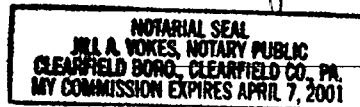
**William A. Shaw**  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF CLEARFIELD )

On this 9th day of Oct, 2000, before me the undersigned officer, personally appeared CATHY E. FUDROW, known to me (or satisfactorily proven) to be the same person whose name is subscribed to the within instrument, Notice of Intent To Resume Prior Name and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.





My Commission expires \_\_\_\_\_

CLEARFIELD, PENNSYLVANIA 16830

P. O. BOX 1

15 NORTH FRONT STREET

ATTORNEYS AT LAW

**BELIN & KUBISTA**

**FILED**

*Recd*  
OCT 9 2000  
6/11/00/ve  
William A. Shaw  
Prothonotary p.p.

10-1