

00-672-CD  
MONICA R. CONDON -vs- JAMES P. CONDON

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-CO

Type of Pleading:

**COMPLAINT IN DIVORCE**

Filed on Behalf of:  
PLAINTIFF

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

**FILED**

JUN 06 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-00

**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, including custody or visitation of your children.

When the grounds 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 at the Clearfield County Courthouse, One North Second Street, 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 A 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.

IF YOU DO NOT HAVE A LAWYER, CONTACT:

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
814 765-2641

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-00

**COMPLAINT IN DIVORCE**

AND NOW, comes MONICA R. CONDON, Plaintiff herein, by and through her attorneys, HANAK, GUIDO AND TALADAY, and hereby files this Complaint in Divorce and in support thereof avers the following:

1. The Plaintiff is MONICA R. CONDON, a citizen of the United States, who current residence is 33 East Garfield Avenue, DuBois, Pennsylvania, 15801.
2. The Defendant is JAMES P. CONDON, a citizen of the United States, whose current address is R.D. #3, Box 74A, DuBois, Pennsylvania, 15801.
3. Plaintiff and Defendant are sui juris adults and both have been bonafide residents of the Commonwealth of Pennsylvania for at least six (6) months preceding the filing of this Complaint.
4. The parties are husband and wife and were lawfully married on May 24, 1996 in Ridgway, Pennsylvania.
5. Plaintiff affirms that neither she nor Defendant are currently in the military service of the United States or its allies as

defined by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

6. There has been no prior action for divorce or annulment instituted by either of the parties in this or any other jurisdiction.

7. The Plaintiff has been advised of the availability of counseling and of the right to request that the Court require the parties to participate in counseling.

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

8. Plaintiff hereby incorporates by reference all of the averments contained in paragraphs 1 through 7 above as if each were set forth hereunder.

9. The marriage is irretrievably broken.

WHEREFORE, Plaintiff prays that a decree in divorce be entered divorcing MONICA R. CONDON, from the bonds of matrimony between the said Plaintiff and said Defendant.

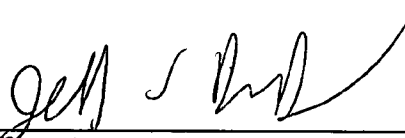
**COUNT II**  
**REQUEST FOR EQUITABLE DISTRIBUTION OF MARITAL**  
**PROPERTY UNDER §3502 OF THE DIVORCE CODE**

10. Plaintiff hereby incorporates by reference all of the averments contained in paragraphs 1 through 7 and Count I above as if each were set forth hereunder.

11. The Plaintiff and Defendant have acquired property during their marriage.

12. The Plaintiff and Defendant have been unable to agree as to the equitable distribution of said property.

WHEREFORE, Plaintiff prays your Honorable Court for the entry of an Order distributing all of the aforementioned property as deemed equitable and just, plus costs.

A handwritten signature in black ink, appearing to read 'Jeff S. DuBois', is written over a horizontal line.

Jeffrey S. DuBois  
Attorney for Plaintiff

**VERIFICATION**

I, MONICA R. CONDON, verify that the statements in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

  
\_\_\_\_\_  
Monica R. Condon

Date: 6/6/00

FILED

*copy*

JUN 06 2000

*091081 atty Dubois*  
William A. Shaw  
Prothonotary

*PD \$95.00*

*3cc atty Dubois*



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-CD

Type of Pleading:

**AFFIDAVIT OF SERVICE**

Filed on Behalf of:  
PLAINTIFF

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

**FILED**

JUN 28 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

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No. 00-672-CD

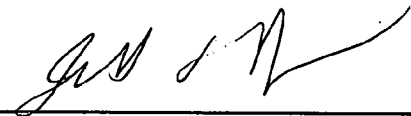
**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA

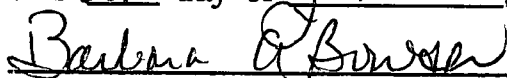
SS:

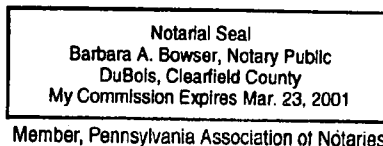
COUNTY OF CLEARFIELD

The undersigned, JEFFREY S. DUBOIS, hereby swears and affirms that the Defendant, JAMES P. CONDON, was duly served with a copy of the Complaint in Divorce in the above matter at his place of residence of R.D. #3, Box 74A, DuBois, Pennsylvania, 15801, on June 8, 2000, by the United States Postal Service, Certified Mail, the return receipt, No. Z 214 453 599, is attached hereto.

  
\_\_\_\_\_  
Jeffrey S. DuBois

Sworn and subscribed before me  
this 27th day of June, 2000.

  
\_\_\_\_\_  
Notary Public



Is your **RETURN ADDRESS** completed on the reverse side?

<b>SENDER:</b> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		<b>4a. Article Number</b> Z 214 453 599	
<b>3. Article Addressed to:</b> Mr James P Condon R.D. #3, Box 74A DuBois PA 15801		<b>4b. Service Type</b> <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	
<b>5. Received By: (Print Name)</b> <i>James P. Condon</i>		<b>7. Date of Delivery</b> <i>6-9-00</i>	
<b>6. Signature (Addressee or Agent)</b> <i>James P. Condon</i>		<b>8. Addressee's Address (Only if requested and fee is paid)</b>	

PS Form 3811, December 1994 102595-99-B-0223 Domestic Return Receipt

**RESTRICTED DELIVERY**  
I also wish to receive the following services (if an extra fee):  
1. ☐ Address Restricted Delivery  
2. ☒ Restricted Delivery

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

HANAK, GUIDO AND TALADAY  
ATTN: JEFFREY S. DUBOIS, ESQ.  
P O BOX 487  
DUBOIS, PA 15801

7 214 453 599

US Postal Service

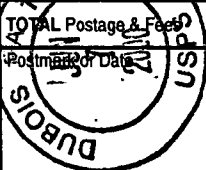
**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
James P Condon	
Street & Number	
R.D. #3, Box 74A	
Post Office, State, & ZIP Code	
DuBois PA 15801	
Postage	\$ 55
Certified Fee	140
Special Delivery Fee	
Restricted Delivery Fee	275
Return Receipt Showing to Whom & Date Delivered	125
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 5.95
Postmark or Date	

PS Form 3800, April 1995



Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).

2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.

3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.

4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.

5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

6. Save this receipt and present it if you make an inquiry.

102595-99-M-2444

FILED

JUN 28 2000

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William A. Shaw

Prothonotary *ES*

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-CD

Type of Pleading:

**PRAECIPE TO TRANSMIT  
RECORD**

Filed on Behalf of:  
PLAINTIFF

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

FILED

SEP 21 2000

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-CD

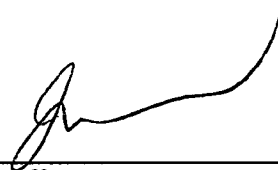
**PRAECIPE TO TRANSMIT RECORD  
FOR FINAL DECREE IN DIVORCE**

TO THE PROTHONOTARY:

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

1. Grounds of Divorce: Irretrievable breakdown under Section 3301(c) of the Divorce Code.
2. Date and Manner of Service of the Complaint:  
Complaint was filed on June 6, 2000, and served on the Defendant by certified mail on June 8, 2000. Affidavit of Service was filed of record.
3. Date of Execution of the Affidavit of Consent Required by Section 3301(c) of the Divorce Code: By Plaintiff on September 15, 2000, and Defendant on September 15, 2000.
4. Date of Execution of Waiver of Notice of Intention To Request Entry of Divorce Decree: By Plaintiff on September 15, 2000, and Defendant on September 15, 2000.
5. Related Claims Pending: None.

6. A Marriage Settlement Agreement was entered into between the Plaintiff and Defendant on September 15, 2000. Said Marriage Settlement Agreement shall not merge with the Decree of Divorce.



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Jeffrey S. DuBois  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-CD

**AFFIDAVIT OF CONSENT**  
**UNDER SECTION 3301(C)**  
**OF THE DIVORCE CODE**

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on June 6, 2000.

2. The marriage of plaintiff and defendant is irretrievably broken and ninety (90) 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. §4904, relating to unsworn falsification to authorities.

9/15/00  
Date

Monica R. Condon  
Monica R. Condon

IN THE COURT OF COMMON PLEAS  
JEFFERSON COUNTY, PENNSYLVANIA  
CIVIL ACTION - DIVORCE

HERIBERTO CONCEPCION,  
Plaintiff

vs.

DORIS E. CONCEPCION,  
Defendant

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No. 461 of 2000, C.D.

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

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

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

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

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

9/15/00  
Date

Monica R. Condon  
Monica R. Condon

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-CD

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9-15-00

Date

James P. Condon  
James P. Condon

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

No. 00-672-CD

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

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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. §4904, relating to unsworn  
falsification to authorities.

9-15-00

Date

James P. Condon  
James P. Condon

## 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)	2. DATE OF BIRTH	(Month)	(Day)	Year
JAMES	P	CONDON		6	27	1947	
3. RESIDENCE	Street or R.D.	City, Boro. or Twp.	County	State	4. PLACE OF BIRTH	(State or Foreign Country)	
R.D. #3, Box 74A, DuBois		Clearfield	PA		PA		
5. NUMBER OF THIS MARRIAGE	3	6. RACE	7. USUAL OCCUPATION				
		WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	laborer				

## WIFE

8. MAIDEN NAME	(First)	(Middle)	(Last)	9. DATE OF BIRTH	(Month)	(Day)	Year
DUNN	MONICA	R	CONDON	9	3	50	
10. RESIDENCE	Street or R.D.	City, Boro. or Twp.	County	State	11. PLACE OF BIRTH	(State or Foreign Country)	
33 East Garfield	DuBois	Clearfield	PA		PA		
12. NUMBER OF THIS MARRIAGE	2	6. RACE	14. USUAL OCCUPATION				
		WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	service representative				
15. PLACE OF THIS MARRIAGE	(County)	(State or Foreign Country)	16. DATE OF THIS MARRIAGE	(Month)	(Day)	(year)	
Ridgway, Elk Co., PA			5	24	1996		
17A. NUMBER OF CHILDREN THIS MARRIAGE	0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18	0	18. PLAINTIFF			
				HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>			
20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT					
	N/A	no fault					
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

MONICA R. CONDON,  
Plaintiff

vs.

JAMES P. CONDON,  
Defendant

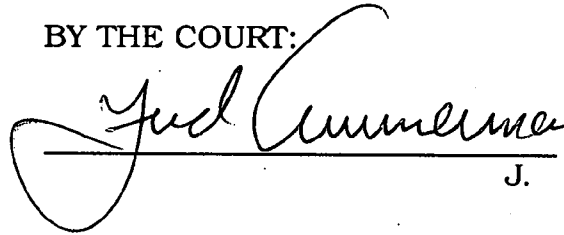
No. 00-672-CD

**FINAL DECREE IN DIVORCE**

AND NOW, this 22 day of September, 2000, this action having been considered by the Court, it is ORDERED AND DECREED that MONICA R. CONDON, Plaintiff, and JAMES P. CONDON, Defendant are divorced from the bonds of matrimony.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to Pa.R.C.P. 1920.1, et seq. and Act 26-1980, 23 P. S. §1 et seq. "The Divorce Code", that the terms, provisions and conditions of a certain Marriage Settlement Agreement between the parties dated September 15, 2000, and attached to this Decree and Order 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 and the parties are ordered to comply with it.

BY THE COURT:

  
J.



MARRIAGE SETTLEMENT AGREEMENT

00-672-60

**THIS AGREEMENT**, made this 15<sup>th</sup> day of Sept., 2000, by and between **JAMES P. CONDON**, an individual, hereinafter referred to as "HUSBAND",

-AND-

**MONICA R. CONDON**, an individual, hereinafter referred to as "WIFE".

WITNESSETH:

WHEREAS, the parties were married on May 24, 1996, and ever since that time have been, and are now, husband and wife; and

WHEREAS, there was no children born of the marriage and no children were adopted by the parties; 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.

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

1. SEPARATION. It shall be lawful for either 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

**FILED**

SEP 21 2000

William A. Shaw  
Prothonotary

foregoing provision 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, and each of the parties hereto completely understands and agrees that neither shall do nor say anything to the children of the parties which might in any way influence the children adversely against the other party.

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 part, 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 set forth 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 all cause or causes of action for divorce and except any or all causes of action for breach of any provisions of this agreement.

6. EQUITABLE DISTRIBUTION OF REAL PROPERTY. The parties have sold their marital home located at 1067 Treasure Lake, DuBois, Pennsylvania, and the parties have already agreed to and completed a distribution of the net proceeds from said sale and each party hereby waives any claim the one may have against the other with respect to said sale.

7. EQUITABLE DISTRIBUTION OF PERSONAL PROPERTY.  
The parties agree that each respective party has taken the personal property which they desire or deem to be their property and both parties are happy with the agreed upon division of the personal

property, and each party hereby waives the right to make any claim against the other party for the property now in the possession of that party.

8. ALIMONY. The parties hereby agree that neither side will be responsible for any alimony payments to the other and each party waives and relinquishes any and all rights they each may have with respect to alimony.

9. RETIREMENT. The parties agree that each waives the right to make any claim against the other party for any and all interest they may have in the other party's retirement plan.

10. 401K AND SAVINGS PLANS. The parties agree that each waives the right to make any claim against the other party for any and all interest they may have in the other party's 401K plan or savings plan.

11. 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. Each party agrees that he or she will execute and deliver such title documents as may be necessary from time to time to complete title transfers of those assets covered by this agreement, should such matter be necessary. 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 effected without the introduction of outside funds or other property not constituting a part of the marital estate. As used herein, the term "marital property" shall include all property described by Section 3501(a) of the Divorce Code.

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 given the other a full and complete disclosure of all their respective assets and further acknowledge each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this agreement.

14. RIGHT TO COUNSEL. Each of the parties has had the opportunity of the benefit of advice from his or her own counsel in the negotiation of this agreement. 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.

15. 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 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.

16. 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 shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this agreement.

17. AFTER ACQUIRED PERSONAL PROPERTY. Each of the parties shall hereafter own and enjoy independently of any claim of 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.

18. ADDITIONAL INSTRUMENTS. Each of the parties shall from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

19. 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.

20. 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.

21. 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.

22. 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.

23. APPLICABLE LAW. This agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

24. 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.

25. 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 any 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.

WITNESSES:

Barbara A. Bowden  
(astoboth)

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Monica R. Condon (SEAL)  
Monica R. Condon

James P. Condon (SEAL)  
James P. Condon



STATE OF PENNSYLVANIA

COUNTY OF Clearfield

SS:

On this, the 15<sup>th</sup> day of Sept., 2000, before me, the undersigned officer, personally appeared JAMES P. CONDON, known to me or satisfactorily proven 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.

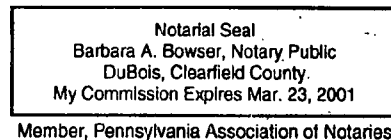
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara A. Bowser  
Notary Public

STATE OF PENNSYLVANIA

COUNTY OF Clearfield

SS:



On this, the 15<sup>th</sup> day of Sept., 2000, before me, the undersigned officer, personally appeared MONICA R. CONDON, known to me or satisfactorily proven 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.

Barbara A. Bowser  
Notary Public

