

00-690-CD
MICHELLE F. DUTTRY -vs- LEWIS T. DUTTRY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MICHELLE T. DUTTRY,
Plaintiff

Vs.

LEWIS T. DUTTRY,
Defendant

CIVIL DIVISION

No. 00 - 690 - CD

COMPLAINT IN DIVORCE

Filed on Behalf of:

Plaintiff, MICHELLE T. DUTTRY

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

NO CHILDREN BORN
TO THIS MARRIAGE

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

JUN 08 2000

William A. Shaw
Prothonotary

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

MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :

NOTICE TO DEFEND AND CLAIM RIGHTS

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

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, MARITAL PROPERTY, COUNSEL FEES OR EXPENSES BEFORE THE FINAL DECREE OF DIVORCE OR ANNULMENT IS ENTERED, 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.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
814/765-2641; Extension 5982

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

MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :

COMPLAINT IN

 X DIVORCE ANNULMENT OF MARRIAGE

I also desire the Court to decide my claim to:

 Child Support X Distribution of Property
 Custody Temporary Alimony/Counsel Fees &
Costs
 Alimony X Retake Maiden Name

1. Address -

(a) Plaintiff resides at 1900 Daisy Street, Clearfield,
Pennsylvania 16830.

(b) Defendant resides at R.R. #1, Box 219A, West
Decatur, Pennsylvania 16878.

2. Nationality - Plaintiff and Defendant are United States
citizens.

3. Residence - 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. Marriage - Plaintiff and Defendant were married on July 13, 1997, in Florida.

5. Minor Children - The following persons are the minor children of Plaintiff and Defendant: No children born to this marriage.

6. Collusion - The action is not collusive.

7. Prior or Pending Litigation between the Parties - None.

8. Grounds for Divorce - Plaintiff bases the request for divorce upon:

_____ Desertion - Divorce Code §3301(a)(1)

_____ Adultery - Divorce Code §3301(a)(2)

_____ Cruel and barbarous treatment - Divorce Code §3301(a)(3)

_____ Bigamous marriage - Divorce Code §3301(a)(4)

_____ Imprisonment - Divorce Code §3301(a)(5)

_____ Indignities - Divorce Code §3301(a)(6)

_____ Insanity - Divorce Code §3301(b)

 X Consent - Divorce Code §3301(c)

_____ Irretrievable breakdown - Divorce Code §3301(d)

9. Relief - Plaintiff requests that the Court grant the following relief:

(a) a decree of X divorce or _____ annulment of marriage

(b) _____ restoration of Plaintiff's former name:

Michelle T. Ross

(c) _____ child support

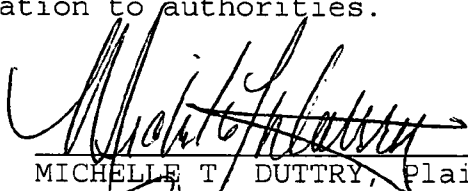
(d) _____ alimony

(e) _____ custody

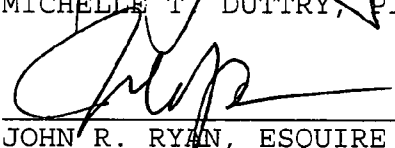
(f) _____ alimony pendente lite, counsel fees and costs

(g) X determination and disposition of property rights

Plaintiff verifies that the statements made in this Complaint are true and correct. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904 relating to unsworn falsification to authorities.



MICHELLE T. DUTTRY, Plaintiff



JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

Date: 6/8/00

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA
CIVIL DIVISION
No. 00 - - CD

MICHELLE T. DUTTRY,
Plaintiff

vs.

LEWIS T. DUTTRY,
Defendant

COMPLAINT IN DIVORCE

NOTICE TO DEFENDANT:

YOU are hereby notified
that you are required to file
an Answer to the within Complaint
within twenty (20) days after
service upon you or judgment
may be entered against you.

JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

COLAVECCHI & RYAN
ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

FILED

JUN 08 2009
013841
William A. Shaw
Prothonotary
Cathy Ryan
Pd \$100.00

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MICHELLE T. DUTTRY,
Plaintiff

Vs.

LEWIS T. DUTTRY,
Defendant

CIVIL DIVISION

No. 00 - 690 - CD

ACCEPTANCE OF SERVICE

Filed on Behalf of:

Plaintiff, MICHELLE T. DUTTRY

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

NO CHILDREN BORN
TO THIS MARRIAGE

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FILED

JUN 13 2000

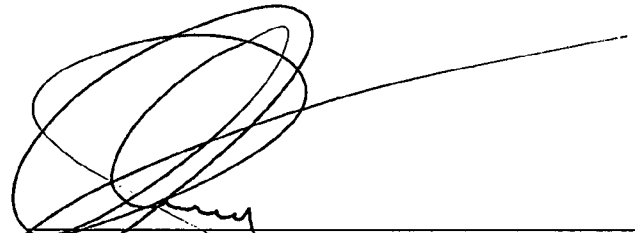
William A. Shaw
Prothonotary

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

MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - 690 - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :

ACCEPTANCE OF SERVICE

I, Benjamin S. Blakley, Esquire, attorney for the Defendant,
Lewis T. Duttry, hereby accepts service of the Complaint in Divorce
filed in the above-captioned divorce action.


Benjamin S. Blakley, III, Esquire
Attorney for Defendant
Blakley, Jones & Mohny
90 Beaver Drive, Box 6
DuBois, PA 15801

6/12/00 DATE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 690 - CD

MICHELLE T. DUTTRY,
Plaintiff

vs.

LEWIS T. DUTTRY,
Defendant

ACCEPTANCE OF SERVICE

FILED

JUN 13 2000

8/10:01 AM

William A. Shaw

Prothonotary

No Copies

COLAVECCHI & RYAN
ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

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2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MICHELLE T. DUTTRY,
Plaintiff

CIVIL DIVISION

No. 00 - 690 - CD

Vs.

LEWIS T. DUTTRY,
Defendant

ACCEPTANCE OF SERVICE

Filed on Behalf of:

Plaintiff, MICHELLE T. DUTTRY

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

NO CHILDREN BORN
TO THIS MARRIAGE

FILED

JUN 27 2000

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

MICHELLE T. DUTTRY,

Plaintiff : No. 00 - 690 - CD

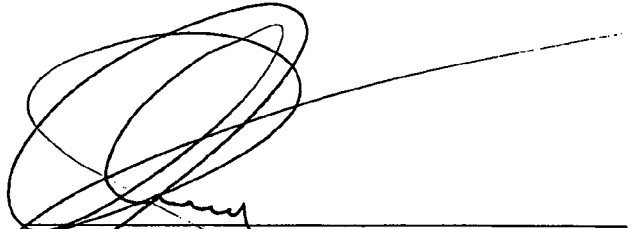
Vs.

LEWIS T. DUTTRY,

Defendant :

ACCEPTANCE OF SERVICE

I, Benjamin S. Blakley, Esquire, attorney for the Defendant,
Lewis T. Duttry, hereby accepts service of the Complaint in Divorce
filed in the above-captioned divorce action.



Benjamin S. Blakley, III, Esquire
Attorney for Defendant
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801

6/12/00

DATE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 690 - CD

MICHELLE T. DUTTRY,
Plaintiff

vs.

LEWIS T. DUTTRY,
Defendant

ACCEPTANCE OF SERVICE

FILED

JUN 27 2000
11:04 AM
William A. Shaw
Prothonotary

COLAVECCHI & RYAN
ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

Lap over margin

3

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MICHELLE T. DUTTRY,
Plaintiff

Vs.

LEWIS T. DUTTRY,
Defendant

CIVIL DIVISION

No. 00 - 690 - CD

PRAECIPE TO TRANSMIT RECORD

Filed on Behalf of:

Plaintiff, MICHELLE T. DUTTRY

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

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NO CHILDREN BORN
TO THIS MARRIAGE

LAW OFFICES OF
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CLEARFIELD, PA

FILED

SEP 12 2000

William A. Shaw
Prothonotary

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

MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - 690 - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :

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: consent under §3301(c) of the Divorce Code.
2. Date and manner of service of the Complaint: Personal Service on Benjamin S. Blakley, III, Esquire, Attorney for Michelle T. Duttry on June 12, 2000.
3. Date of execution of the Affidavit of Consent required by §3301(c) of the Divorce Code: By Plaintiff - August 18, 2000; by Defendant - September 8, 2000.
4. Related claims pending: None.

COLAVECCHI RYAN & COLAVECCHI



BY: JOHN R. RYAN, ESQUIRE
Attorneys for Plaintiff

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

MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - 690 - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under §3301(c) of the Divorce Code was filed on June 8, 2000.

2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of 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.

DATE

8/18/00

MICHELE T. DUTTRY

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

MICHELLE T. DUTTRY,

Plaintiff : No. 00 - 690 - CD

Vs.

LEWIS T. DUTTRY,

Defendant :

WAIVER OF NOTICE OF INTENTION TO REQUEST
ENTRY OF A DIVORCE DECREE UNDER
SECTION 3301 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.

8/18/00

DATE


MICHELLE T. DUTTRY

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

MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - 690 - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :

WAIVER OF NOTICE OF INTENTION TO REQUEST
ENTRY OF A DIVORCE DECREE UNDER
SECTION 3301 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.

9/9/00

DATE

LEWIS T. DUTTRY

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

MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - 690 - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :


AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under §3301(c) of the Divorce Code was filed on June 8, 2000.

2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of 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.

9/8/00
DATE


LEWIS T. DUTTRY

00-690-C2

SEPARATION AGREEMENT

THIS AGREEMENT, made this 8th day of JUNE, 2000, by and between
LEWIS T. DUTTRY, an individual hereinafter referred to as "**HUSBAND**";

A N D

MICHELLE T. DUTTRY, an individual hereinafter referred to as "**WIFE**".

WITNESSETH:

WHEREAS, the parties are husband and wife; 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 and 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 hereby do covenant and
agree:

FILED

SEP 12 2000

William A. Shaw
Prothonotary

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 contract 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**: **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 provided 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 breach of any provisions of this Agreement.

6. **DIVISION OF REAL PROPERTY**: The parties hereby divide their real property as follows:

(a) **WIFE** agrees and by these presents does convey to **HUSBAND** all of her right, title and interest in and to the parties' marital residence located in the Village of West Decatur, Clearfield County, Pennsylvania and does agree to execute all deeds or other documents necessary to effectuate said transfer. In consideration thereof, **HUSBAND** agrees to assume sole responsibility for the payment of a mortgage taken for the purchase of said residence and does agree to hold **WIFE** harmless from same.

7. **DIVISION OF PERSONAL PROPERTY**: The parties hereby divide their personal property including but not limited to all household goods and furnishings, personal effects and all other items of personal property used by them in common as follows:

(a) **WIFE** agrees and by these presents does convey to **HUSBAND** all of her right, title and interest in and to a 1998 Chevrolet Blazer and agrees to execute all titles or other documents necessary to effectuate said transfer. In consideration thereof, **HUSBAND** agrees to assume sole

responsibility for the payment of an automobile loan taken for the purchase of said automobile and does hold **WIFE** harmless from same.

(b) **HUSBAND** agrees and by these presents does convey to **WIFE** all of his right, title and interest in and to a 1994 Jeep Wrangler and does agree to execute all titles or other documents necessary to effectuate said transfer. In consideration thereof, **WIFE** agrees to assume sole responsibility for the payment of an automobile loan taken through M&T Credit Corporation for the purchase of the said automobile and does hold **HUSBAND** harmless from same.

(c) **WIFE** agrees and by these presents does convey to **HUSBAND** all of her right, title and interest in and to a 1985 Toyota Supra and agrees to execute all titles or other documents necessary to effectuate said transfer.

(d) **HUSBAND** agrees and by these presents does release any interest he may have in and to a 1986 Yamaha Maxim, which has previously been sold by **WIFE** with the proceeds of such sale to be the sole property of **WIFE** free from claims of **HUSBAND**.

(e) **WIFE** does convey to **HUSBAND** all of her right, title and interest in and to a Husqvarna Tractor with an approximate value of \$2,300.00, the same to become the sole property of **HUSBAND** free from claims of **WIFE**.

(f) **HUSBAND** agrees and by these presents does release any interest he may have in and to the beauty salon business of **WIFE** known as Kinetic Kuts, along with the assets and accounts thereof the same to become the sole property of **WIFE** free from claims of **HUSBAND**. In consideration thereof, **WIFE** agrees to assume sole responsibility for all debts or other obligations

of whatever kind and whatever nature arising from her ownership of said beauty salon business and does hold **HUSBAND** harmless from same with **WIFE** agreeing to indemnify **HUSBAND** for any losses incurred by **HUSBAND** as a result of **WIFE**'s failure to satisfy any debts or obligations.

(g) **HUSBAND** agrees and by these presents does convey to **WIFE** all of his right, title and interest in and to **WIFE**'s individual retirement account held through Putnam Funds with an approximate value of \$1,800.00, the same to become the sole property of **WIFE** free from all claims of **HUSBAND**. In turn, **WIFE** agrees and by these presents does convey to **HUSBAND** all of her right, title and interest in and to **HUSBAND**'s individual retirement account held through Franklin Funds with an approximate value of \$1,100.00, the same to become the sole property of **HUSBAND** free from all claims of **WIFE**.

(h) **WIFE** agrees and by these presents does convey to **HUSBAND** all of her right, title and interest in and to all shares in a Templeton Mutual Fund having an approximate value of \$300.00, and a New Prospective Mutual Fund having an approximate value of \$1,200.00, the same to become the sole property of **HUSBAND** free from all claims of **WIFE**, and with **WIFE** agreeing to execute all documents necessary to transfer all shares of said mutual funds into the sole name of **HUSBAND**.

(i) **WIFE** agrees and by these presents does convey to **HUSBAND** all of her right, title and interest in and to an Oppenheimer Money Market Account with an approximate value of \$400.00, the same to become the sole property of **HUSBAND** free from all claims of **WIFE**.

(j) **WIFE** agrees and by these presents does convey to **HUSBAND** all of her right, title and interest in and to a 401(k) retirement plan acquired by **HUSBAND** as a result of his employment, with an approximate value of \$25,000.00, the same to become the sole property of **HUSBAND** free from all claims of **WIFE** forever and for all time, including any right to any survivor benefits arising from said 401(k) plan.

(k) **HUSBAND** agrees that **WIFE** shall have sole possession of the parties' two cats, with **WIFE** to assume sole responsibility for their care and upkeep. **WIFE** agrees that **Husband** shall have sole possession of the parties's dog for the purposes of finding a suitable home for the dog, the same to be done at **Husband's** sole discretion.

(l) The parties agree that the household goods and furnishings of the parties have been divided between the parties as of the time of their execution of this Agreement in such a manner as the parties deemed equitable, with that party holding said item or items of personal property to become the sole owner of said item or items of property, free from the claims of the other. The parties agree, however, that all items of household goods and furnishings shall not be removed from the marital residence until agreed upon by both parties.

(m) The parties agree that all policies of life insurance insuring the lives of the individual parties, along with the cash values thereon shall become the sole property of that party upon whose life said policies of life insurance have been issued free from the claims of the other.

(n) **HUSBAND** and **WIFE** agree that the aforesaid agreement is in lieu of any and all claims for equitable distribution of said property.

8. **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 his or her own separate such accounts with respect to which the other will make no claim.

9. **MUTUAL DEBTS**: Except as otherwise provided herein, **WIFE** agrees to assume sole responsibility for an outstanding loan taken by the parties from Clearfield Bank & Trust with **WIFE** to hold **HUSBAND** harmless from same and with **WIFE** agreeing to indemnify **HUSBAND** from any liability incurred by **HUSBAND** as a result of **WIFE**'s failure to satisfy said obligation, including the payment of attorneys' fees and costs incurred by **HUSBAND**. **WIFE** shall take immediate steps to refinance said obligation so as to remove **HUSBAND**'s name from said obligation within ninety (90) days of the parties' execution of this Agreement. **WIFE** further agrees to assume sole responsibility for the outstanding balance upon a MBNA Visa credit card in the name of **HUSBAND** with **WIFE** to hold husband harmless from same and with **WIFE** agreeing to indemnify **HUSBAND** for any liability incurred by **HUSBAND** as a result of **WIFE**'s failure to satisfy said obligation, including the payment of attorneys' fees and costs incurred by **HUSBAND**. Except as otherwise provided above or elsewhere in this Agreement, the parties agree that any debts incurred by the individual parties, either before or after the parties' execution of this Agreement, shall become the sole responsibility of that party incurring the same with the debtor party agreeing to hold the non-debtor party harmless upon such debt or debts and with the debtor party agreeing to indemnify the non-debtor party for any liability incurred by said non-debtor party as a result of the debtor party's failure to satisfy said obligations, including the payment of the non-debtor parties' attorneys' fees and costs.

10. **ALIMONY, ALIMONY PENDENTE LITE, SPOUSAL SUPPORT AND COUNSEL FEES:** Neither party hereto shall pay the other alimony, alimony pendente lite, spousal support or counsel fees and each waives his or her right to the same by this Agreement.

11. **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. In the event that it subsequently appears that any asset or income of significant value has been omitted, the other party may, as to that asset or income, claim an equitable share thereof, and the reasonable attorneys' fees, expert fees, costs and disbursements incurred in establishing such an omission shall be borne in full by the party having failed to make such an disclosure.

12. **ADVICE OF COUNSEL:** The provisions of this Agreement and their legal effect have been explained to the parties by their respective counsel. The parties acknowledge that they have received independent legal advice from counsel of their selection and that they fully understand the facts and have been fully informed as to their legal rights and obligations and they acknowledge and accept this Agreement, is, in the circumstances, fair and equitable and that it is being entered into freely and voluntarily after having received such advice and with such knowledge and that execution of this Agreement is not the result of any duress or undue influence, and that it is not the result of any collusion or any improper or illegal agreement or agreements.

13. **BREACH:** If either party 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 breaching this contract shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under

this Agreement.

All remedies provided by law and all remedies provided for above for the enforcement of the Agreement shall be deemed to be cumulative and the exercise of one remedy shall not bar or prevent the pursuit of any other remedy and either party may elect to pursue such remedies simultaneously and the exercise of a remedy one or more times shall not exhaust its use or prevent further pursuit of such remedy.

14. **AFTER ACQUIRED 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

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

22. **VOID CLAUSE**: 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.

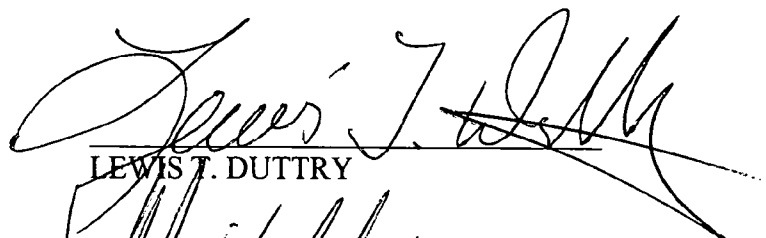
23. **ENTRY AS PART OF DECREE**: It is the intention of the parties that this instrument shall survive the action for divorce which has been instituted by the parties and no order, judgment or decree of divorce, temporary, interlocutory, final or permanent, shall affect or modify the financial

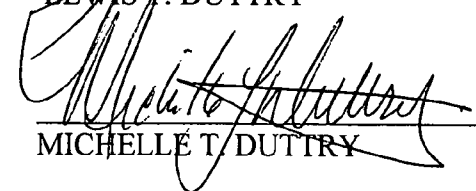
terms of this Agreement. It is also the intention of the parties that this Agreement shall survive any periods of reconciliation of the parties and no attempt at reconciliation of the parties nor cohabitation by the parties hereinafter shall be assumed to cause the property as so divided in this Agreement to become marital property for the purposes of equitable distribution under the Divorce Code of the Commonwealth of Pennsylvania. The parties agree that all property divided by this Agreement shall remain the property of that party as specified within this agreement unless this Agreement is rescinded by the parties by a writing in similar form to this Agreement. If the parties are ever divorced, this Agreement shall be embodied in and made part of any such judgment or decree of final divorce.

EACH OF THE PARTIES REPRESENTS THAT THEY HAVE CAREFULLY READ AND UNDERSTOOD EACH AND EVERY PAGE OF THIS AGREEMENT PRIOR TO SIGNING BELOW.

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

WITNESS:


LEWIS T. DUTTRY


MICHELLE T. DUTTRY

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

COUNTY

CLEARFIELD

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

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME (First) (Middle) (Last)		2. DATE (Month) (Day) (Year)	
LEWIS T. DUTRY		1 2 70	
3. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State)		4. PLACE (State or Foreign Country)	
RR 1 BOX 219 A WEST DECATUR CLEARFIELD PA		PA	
5. NUMBER OF THIS MARRIAGE	6. RACE (WHITE) (BLACK) (OTHER (Specify))	7. USUAL OCCUPATION	
1	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	APPLICATION SPECIALIST	

WIFE

8. MAIDEN NAME (First) (Middle) (Last)		9. DATE (Month) (Day) (Year)	
MICHELE T. ROSS		1 11 74	
10. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State)		11. PLACE (State or Foreign Country)	
1900 DAISY STREET CLEARFIELD CLEARFIELD PA		PA	
12. NUMBER OF THIS MARRIAGE	6. RACE (WHITE) (BLACK) (OTHER (Specify))	14. USUAL OCCUPATION	
1	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	HAIR SALON OWNER	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country)		16. DATE OF THIS MARRIAGE (Month) (Day) (Year)	
FLORIDA		7 13 97	
17A. NUMBER OF CHILDREN THIS MARRIAGE	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18	18. PLAINTIFF (HUSBAND) (WIFE) (OTHER (Specify))	
0	0	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
19. DECREE GRANTED TO (HUSBAND) (WIFE) (OTHER (Specify))		20. NUMBER OF CHILDREN TO CUSTODY OF (HUSBAND) (WIFE) (SPLIT CUSTODY) (OTHER (Specify))	
<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT		22. DATE OF DECREE (Month) (Day) (Year)	
3301(c)		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 ACTION
No. 00 - 690 - CD

MICHELLE T. DUTTRY,
Plaintiff

vs.

LEWIS T. DUTTRY,
Defendant

PRAECIPE TO TRANSMIT RECORD

FILED

WAS
SEP 12 2000
9/10:07 AM
William A. Shaw
Prothonotary

**COLAVECCHI
RYAN & COLAVECCHI**
ATTORNEYS AT LAW
221 EAST MARKET STREET
ACROSS FROM COURTHOUSE
P. O. BOX 131
CLEARFIELD, PA 16830

Lap over margin

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

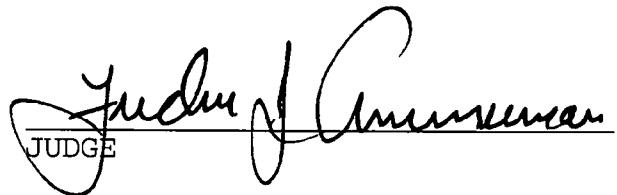
MICHELLE T. DUTTRY, :
Plaintiff : No. 00 - 690 - CD
Vs. :
LEWIS T. DUTTRY, :
Defendant :

DIVORCE DECREE

AND NOW, this 13th day of September, 2000, it is ORDERED
and DECREED that MICHELLE T. DUTTRY, Plaintiff, and LEWIS T.
DUTTRY, Defendant, are divorced from the bonds of matrimony.

It is further ORDERED that the Agreement dated June 8, 2000,
entered into by the parties, shall be incorporated into this Final
Decree of Divorce.

BY THE COURT:


JUDGE