

00-719-CD
GRADIE L. WISOR -vs- BRANDY L. WISOR

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

GRADIE L. WISOR,

Plaintiff

vs.

No. 00-719-CO

BRANDY L. WISOR,

Defendant

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 children to this marriage.

FILED

JUN 16 2000

William A. Shaw
Prothonotary

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

GRADIE L. WISOR, :
Plaintiff :
: :
vs. : No.
: :
BRANDY L. WISOR, :
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 type="checkbox"/>	Attorneys Fees
<input 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, William B. Shaw, Prothonotary & Clerk of Courts, 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, Ext. 50-51

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

GRADIE L.WISOR,

Plaintiff

vs.

No.

BRANDY L.WISOR,

Defendant

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

COUNT I – DIVORCE

NOW COMES, the Plaintiff, GRADIE L. WISOR, by and through his attorneys, Belin & Kubista, and sets forth the following Complaint in Divorce and would aver as follows:

1. That Plaintiff is Gradie L. Wisor, an adult individual, currently residing at P.O. Box 107, Mineral Springs, Clearfield County, Pennsylvania, since 1998.
2. That Defendant is Brandy L. Wisor, an adult individual, currently residing at R.D. #1, Box 712A, Morrisdale, Clearfield County, Pennsylvania since May 2000.
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 May 9, 1998 in Clearfield, Pennsylvania.
5. That there were no previous actions in divorce between the parties.
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. Paragraph one through nine of this Complaint are incorporated herein by reference and made a party hereof as though set forth in full.

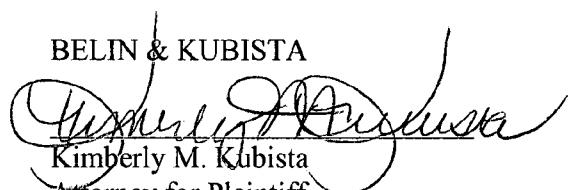
11. Plaintiff and Defendant have legally and beneficially acquired property both real and personal during their marriage from May 9, 1998 to May 10, 2000.

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.

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

I verify that the statements made in this Complaint in Divorce 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.

June 16, 2000
Date

Gracie L. Wisor
Gracie L. Wisor

FILED

16 2000
3/21/2000
City of Clearfield
William A. Shaw
Prothonotary
Attala Kubista, P.D. \$95.00

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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

GRADIE L. WISOR,
Plaintiff

vs.

No. 00-719-CD

BRANDY L. WISOR,
Defendant

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

JUN 21 2000

William A. Shaw
Prothonotary

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

GRADIE L. WISOR,
Plaintiff

vs.

No. 00-719-CD

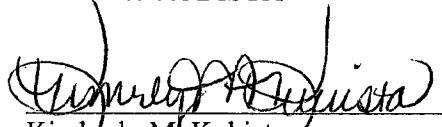
BRANDY L. WISOR,
Defendant

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 certified mail, restricted delivery on the
19th day of June, 2000:

Brandy L. Wisor
R.D. #1, Box 712A
Morrisdale, PA 16858

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:

Brandy L. Wisor
R.D. #1, Box 712A
Morrisdale, PA 16858

2. Article Number (Copy from service label)

7099 3400 0002 7592 3172

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Brandy Wisor

b-1900

C. Signature

Brandy Wisor Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

POB 213
Morrisdale Pa 16858

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Domestic Return Receipt

102595-99-M-1789

FILED

IN 21 2000
10-29-00
William A. Shaw
Prothonotary
SAC

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

GRADIE L. WISOR,
Plaintiff

vs.

No. 00-719-CD
LAW

BRANDY L. WISOR,
Defendant
BY HER ATT

PRÆCIPITATE PETITION

TO THE WITNESSES:

Transmit the record, together with NOTICE OF INTENTION TO REQUEST ENTRY OF DIVORCE
Decree, to the Court for entry of a DECREE as follows:

1. That grounds for said Divorce are that Plaintiff
and her irretrievable breakdown of the same, filed on behalf of Plaintiff
the Plaintiff within the County of Clearfield, Plaintiff (a) at the
Court.

Counsel of Record for
this Party:

2. A Complaint alleging Plaintiff
Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

Court, at P.O. Box 7123, Meadville, BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830

3. That affidavits of Plaintiff (814) 765-8972

relative to said divorce have been executed by Plaintiff on November 25, 2000 and by Defendant on November 25, 2000. The Plaintiff and Defendant and their respective attorneys are attached hereto.

Plaintiff and Defendant, the Plaintiff,

FILED

NOV 30 2000

William A. Shaw
Prothonotary

4. Related claims pending: None.

BELIN & KUBISTA



Kimberly M. Kubista

Attorney for Plaintiff

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

GRADIE L. WISOR, :
Plaintiff :
vs. :
No. 00-719-CD
BRANDY L. WISOR, :
Defendant :
:

AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on June 16, 2000.

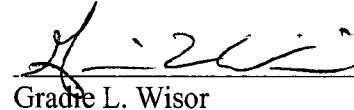
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of the filing the complaint.

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: 11/28/00



Gracie L. Wisor

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

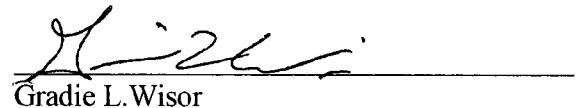
GRADIE L. WISOR, :
Plaintiff :
: :
vs. : No. 00-719-CD
: :
BRANDY L. WISOR, :
Defendant :
:

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

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

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

Date: 11/28/00


Gradie L. Wisor

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

GRADIE L. WISOR, :
Plaintiff :
: :
vs. : No. 00-719-CD
: :
BRANDY L. WISOR, :
Defendant :
:

AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on June 16, 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: 11-29-00

Brandy L. Wisor
Brandy L. Wisor

Exhibit C

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

GRADIE L. WISOR,

Plaintiff

vs.

No. 00-719-CD

BRANDY L. WISOR,

Defendant

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

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

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

Date: 11-29-00

Brandy L. Wisor
Brandy L. Wisor

Exhibit D

012:53 AM
William J. Belin
Belin & Kubista
15 North Front Street
P.O. Box 1
CLEARFIELD, PENNSYLVANIA 16830

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

GRADIE L. WISOR, :
Plaintiff :
:
vs. : No. 00-719-CD
:
BRANDY L. WISOR, :
Defendant :
:

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

GRADIE L. WISOR, :
Plaintiff :
: :
vs. : No. 00-719-CD
: :
BRANDY L. WISOR, :
Defendant :
:

DIVORCE DECREE

AND NOW, this 1 day of December, 2000, it
is ORDERED and DECREED that GRADIE L. WISOR, Plaintiff and BRANDY
L. WISOR, Defendant are divorced from the bonds of matrimony. A
Marriage Settlement Agreement dated November 28, 2000 is
incorporated herein by reference as though set forth in full.

BY THE COURT,

Judie Kummerow
Judge

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

GRADIE L. WISOR, :
Plaintiff :
vs. :
: :
BRANDY L. WISOR, :
Defendant :
:

No. 00-719-CD

FILED

NOV 30 2000

William A. Shaw
Prothonotary

2000

, 1999, between

GRADIE L. WISOR, of P.O. Box 107, Mineral Springs, Clearfield County, Pennsylvania,
hereinafter "HUSBAND",

A

N

D

BRANDY L. WISOR, of P.O. Box 213, Morrisdale, Clearfield County, Pennsylvania, hereinafter
"WIFE",

WITNESSETH:

WHEREAS, the parties were married on May 9, 1998; and

WHEREAS, there are no children to this marriage; 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 00-719-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: Wife shall receive all items of personal property listed on Exhibit "A" attached hereto and Husband shall receive all remaining

items of personal property. 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 at Main Street, Bradford Township, Mineral Springs, Pennsylvania which has a lien against it with Clearfield Bank & Trust. Husband shall become sole owner of the property and 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. Husband hereby agrees to indemnify and hold Wife harmless from any liability associated with the lien held by Clearfield Bank & Trust and shall make every effort to refinance the same within ninety (90) days of execution of this agreement in order to remove Wife's name from said lien..

10. VEHICLES: Wife shall become the sole owner of the 1999 Dodge Neon which is titled in both parties' names which has a lien against it through Chrysler Financial. Wife shall become solely responsible for repayment of the lien and hereby agrees to indemnify and hold Husband harmless from any liability associated with said lien. Husband shall become sole owner of the 1999 Dodge Dakota titled in his name solely which has a lien against it through First Commonwealth Bank. Husband hereby agrees to indemnify and hold Wife harmless from any liability associated with said lien. Both parties agree to execute any and all documentation necessary to effectuate the transfer of the titles to the vehicles to the other party.

11. DOGS: Wife shall become sole owner of the parties two (2) dogs. Husband hereby waives any right, title or interest to the dogs.

12. ALIMONY, COUNSEL FEES, COSTS AND EXPENSES: Both parties hereby waive any right, title or interest to alimony pendente lite, alimony, counsel fees, costs and expenses.

13. 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.

14. 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 Divorce Code, with claims including, but not limited to, equitable distribution, alimony, counsel fees, costs and expenses and under such 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, courtesy, 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.

15. 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.

16. 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.

17. 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.

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. 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.

20. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

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

22. DESCRIPTIVE HEADINGS: The descriptive headings used herein

are for convenience only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

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

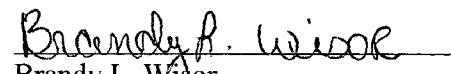
24. APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

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

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

WITNESS:


Gradie L. Wisor


Brandy L. Wisor

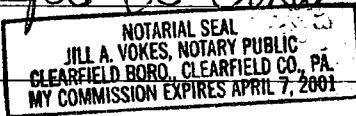
COMMONWEALTH OF PENNSYLVANIA)

ss

COUNTY OF CLEARFIELD)

On this 28th day of Nov., 2000, before me, the undersigned officer, personally appeared, Gradie L. Wisor, 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 notarial seal the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA)

ss

COUNTY OF CLEARFIELD)

On this 29th day of Nov., 2000, before me, the undersigned officer, personally appeared, Brandy L. Wisor, 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 seal the day and year first above written.

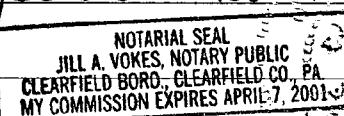


Exhibit "A"

Gameboy Computer Game

Fish tank and Stand

Lattice Work Trellis

Bicycle

Cookbooks

Golf Bag and Golf Clubs

Nintendo (64) Computer Games

T-Fal Pots and Pans

Rec'd
12/5/84
No cc

BELIN & KUBISTA

ATTORNEY3 AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

COUNTY
ClearfieldRECORD 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
Gradie L. Wisor							11/2/72		
3. RESIDENCE Street or R.D.		City, Boro. or Twp.		County		State			
P.O. Box 107, Mineral Springs, Clearfield County, 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"/>			Fork lift Operator			

WIFE

8. MAIDEN NAME (First)			(Middle)		(Last)		9. DATE OF BIRTH (Month)	(Day)	Year
Emigh			Brandy L. Wisor				1/8/76		
10. RESIDENCE Street or R.D.		City, Boro. or Twp.		County		State			
P.O. Box 213, Morrisdale, Clearfield County, 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"/>			Counter Attendant			
15. PLACE OF THIS MARRIAGE (County)	(State or Foreign Country)					16. DATE OF THIS MARRIAGE (Month)	(Day)	(Year)	
Clearfield County, Pennsylvania						5/9/98			
17A. NUMBER OF CHILDREN THIS MARRIAGE	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18	18. PLAINTIFF	HUSBAND	WIFE	OTHER (Specify)	19. DECREE GRANTED TO	HUSBAND	WIFE	OTHER (Specify)
0	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND	WIFE	SPLIT CUSTODY	OTHER (Specify)		21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a		3301(c)			
22. DATE OF DECREE	(Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS		(Month)	(Day)	(Year)	
24. SIGNATURE OF TRANSCRIBING CLERK									

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

Gradie L. Wisor

PLAINTIFF

vs.

NO. 00-719-CD

Brandy L. Wisor

DEFENDANT

NOTICE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in Divorce from the bonds of matrimony has been granted in the above captioned matter on the 1st day of December, 19 2000, and that the Plaintiff/Defendant Brandy L. Wisor hereby elects to retake and hereafter use her prior name of Brandy L. Emigh, and gives this written notice avowing her intention in accordance with the Act of April 2, 1980, P.L. 63, as amended.

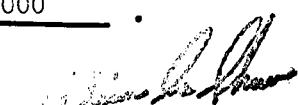
/s/ Brandy L. Wisor

TO BE KNOWN AS

/s/ Brandy L. Emigh

Sworn and subscribed before me this

12th day of December,
A.D. 19 2000.



Notary

FILED *Def pd.*
10.00
C1349-01
DEC 12 2000 *Def Cert. to*
William A. Shaw *Def*
Prothonotary

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

Gradie L. Wisor
Plaintiff

Case No. 00-719-CD

Brandy L. Wisor
Defendant

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in Divorce from the bonds of matrimony has been granted in the above captioned matter on the 1st day of December, 2000, and that the Plaintiff Brandy L. Wisor hereby elects to retake and hereafter use her prior name of Brandy L. Emigh, and gives this written notice avowing her intention in accordance with the provisions of 54 Pa.C.S.A. Section 704.

/s/ Brandy L. Wisor
Brandy L. Wisor

TO BE KNOWN AS:

/s/ Brandy L. Emigh
Brandy L. Emigh

Certified from the record this
12th day of December, 2000

William A. Shaw, Prothonotary