

00-721-CD  
JOSEPH M. PETERS -vs- MARY KAY PETERS

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

JOSEPH M. PETERS,

Plaintiff

- vs -

MARY KAY PETERS,

Defendant

\*  
\*  
\*  
\* No. 00-721-CO  
\*  
\*

Type of Action:  
Divorce

Type of Pleading:  
Complaint

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

THERE ARE NO MINOR CHILDREN  
BORN OF THIS MARRIAGE.

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

**FILED**

JUN 16 2000

William A. Shaw  
Prothonotary

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
—  
109 NORTH BRADY STREET  
DUBOIS, PA 15801

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

JOSEPH M. PETERS, \*  
Plaintiff \*  
\*  
- vs - \* No.  
\*  
MARY KAY PETERS, \*  
Defendant \*

NOTICE TO DEFEND

You have been sued in Court for:

<input checked="" type="checkbox"/> Divorce	<input type="checkbox"/> Annulment of Marriage
<input type="checkbox"/> Support (Child)	<input type="checkbox"/> Custody
<input type="checkbox"/> Division of Property	<input type="checkbox"/> Visitation
<input type="checkbox"/> Temporary Alimony	<input type="checkbox"/> Alimony
<input type="checkbox"/> Costs	<input type="checkbox"/> Attorney Fees

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 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.

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available at the Office of the Prothonotary, Clearfield County Courthouse, Clearfield, Pennsylvania.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, COUNSEL 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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

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

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

JOSEPH M. PETERS, \*  
Plaintiff \*  
\*  
- vs - \* No.  
\*  
MARY KAY PETERS, \*  
Defendant \*

NOTICE

If you wish to deny any of the statements set forth in this Affidavit, you must file a counter-affidavit within twenty (20) days after this Affidavit has been served on you or the statements will be admitted.

**AFFIDAVIT UNDER  
SECTION 3301(d) OF THE  
DIVORCE CODE**

1. The parties to this action separated in 1980 and have continued to live separate and apart for a period of at least two (2) years.
2. The marriage is irretrievably broken.
3. 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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

Date: 6/16/00

Joseph M. Peters

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

JOSEPH M. PETERS, \*  
Plaintiff \*  
\*  
- vs - \* No.  
\*  
\*  
MARY KAY PETERS, \*  
Defendant \*

COMPLAINT

AND NOW, comes the Plaintiff, Joseph M. Peters, by and through his attorney, Richard H. Milgrub, Esquire, and files the following Complaint in Divorce:

1. Plaintiff is Joseph M. Peters, an adult individual, who currently resides at 401 Daisy Street, Clearfield, Clearfield County, Pennsylvania.

2. Defendant is Mary Kay Peters, an adult individual, who currently resides at 401 East Locust Street, Clearfield, Clearfield County, Pennsylvania.

3. Plaintiff and Defendant have been bona fide residents of the Commonwealth of Pennsylvania for at least six months (6) immediately previous to the filing of this Complaint.

4. Plaintiff and Defendant were married on October 24, 1970 in West Side Methodist Church, Clearfield, Pennsylvania.

5. There have been no prior actions for divorce or annulment between the parties.

6. Plaintiff avers that he is entitled to a divorce on the ground that the marriage is irretrievably broken and furthermore, the parties have been living separate and apart for

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

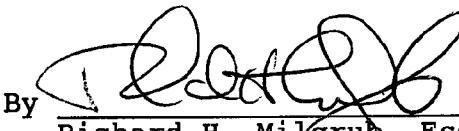
109 NORTH BRADY STREET  
DUBOIS, PA 15801

a period in excess of two (2) years with the date of separation being in 1980.

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

8. This action is not collusive.

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

By   
Richard H. Milgrub, Esquire  
Attorney for Plaintiff

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

I, Joseph M. Peters, verify that the statements made in the Complaint 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.

Date: 6/16/00

*Joseph M. Peters*

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

JUN 16 2000

3:32 PM

William A. Shaw

Prothonotary

Atty Milgrub

PA 50.00

Atty Milgrub

RICHARD H. MILGRUB

*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

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

JOSEPH M. PETERS,  
Plaintiff

\*  
\*  
\*  
\*  
\*  
\*  
\*

-vs-

\* No. 00-721-CD

MARY KAY PETERS,  
Defendant

\*

Type of Pleading:  
Affidavit of Service

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

JUN 26 2000

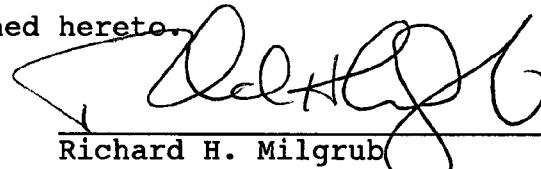
William A. Shaw  
Prothonotary

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

JOSEPH M. PETERS, \*  
Plaintiff \*  
\*  
-vs- \* No. 00-721-CD  
\*  
MARY KAY PETERS, \*  
Defendant \*

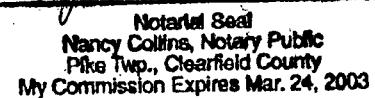
AFFIDAVIT OF SERVICE

Richard H. Milgrub, attorney for the above-named Plaintiff, being duly sworn according to law, deposes and states that Plaintiff's Complaint in Divorce was served upon the Defendant, Mary Kay Peters, by certified mail, return receipt requested on June 23 2000, at the Defendant's residence of 401 E. Locust Street, Clearfield, Pennsylvania, 16830, as appears from receipt of certified mail attached hereto.

  
Richard H. Milgrub

SWORN and SUBSCRIBED to before me this 26<sup>th</sup> day of June, 2000.

Nancy Collins



Member, Pennsylvania Association of Notaries

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**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:**

Mary Kay Peters  
401 E. Locust St.  
Clearfield, PA 16830

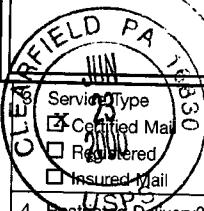
**COMPLETE THIS SECTION ON DELIVERY**

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

**C. Signature**

  Agent  
 Addressee

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



**E. Service Type**  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**  Yes

**2. Article Number (Copy from service label)**  
70993400000275932792

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**FILED**

*OPR 5/1/00*  
JUN 26 2000

William A. Shaw  
Prothonotary

RICHARD H. MILGRUB

*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

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

JOSEPH M. PETERS,  
Plaintiff

- vs -

MARY KAY PETERS,  
Defendant

\*  
\*  
\*  
\* No. 00-721-CD  
\*  
\*  
\*

Type of Action:  
Divorce

Type of Pleading:  
Praecipe to Transmit  
the Record

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

NOV 20 2000

William A. Shaw  
Prothonotary

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

JOSEPH M. PETERS, \*  
Plaintiff \*  
\*  
\* vs - \* No. 00-721-CD  
\*  
MARY KAY PETERS, \*  
Defendant \*

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

Dear Sir:

Please transmit the record, together with the following information to the Court for entry of a Divorce Decree:

1. Ground for divorce: irretrievable breakdown of the marriage under Section 3301(c) of the Divorce Code.

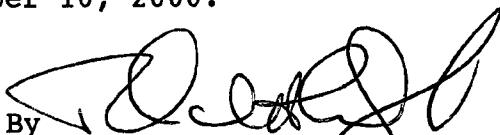
2. Date and manner of service of the Complaint:

Served on the Defendant by certified mail, restricted delivery, return receipt requested on June 23, 2000.

3. Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: By Plaintiff on November 16, 2000 and by Defendant on November 10, 2000.

4. Date of execution of the Waiver of Notice required by Section 3301(c) of the Divorce Code: By Plaintiff on November 16, 2000 and by Defendant on November 10, 2000.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
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DUBOIS, PA 15801

By   
Richard H. Milgrub, Esquire  
Attorney for Plaintiff

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

JOSEPH M. PETERS, \*  
Plaintiff \*  
\*  
\* vs - \* No. 00-721-CD  
\*  
\*  
MARY KAY PETERS, \*  
Defendant \*

AFFIDAVIT OF CONSENT

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

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

3. I consent to the entry of a final Decree of  
Divorce.

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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

Date: 11/16/00

Joseph M. Peters

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION - LAW

JOSEPH M. PETERS,

Plaintiff

\*

\*

\*

vs.

No. 00 - 721 - CD

\*

\*

\*

MARY KAY PETERS,

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 filing and service of the complaint.
3. I consent to the entry of a final decree of divorce.
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.

Dated: 11/30/00

Mary Kay Peters  
Mary Kay Peters

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

JOSEPH M. PETERS,  
Plaintiff  
-vs-  
MARY KAY PETERS,  
Defendant

\*  
\*  
\*  
\* No. 00-721-CD  
\*  
\*  
\*

**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. Section 4904 relating to unsworn falsification to authorities.

Date: 11/16/00

Joseph M. Peters

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
  
109 NORTH BRADY STREET  
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION - LAW

JOSEPH M. PETERS,

Plaintiff

\*

\*

vs.

No. 00 - 721 - CD

\*

\*

MARY KAY PETERS,

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 falsifications to authorities.

Date:

11/30/00

Mary Kay Peters  
Mary Kay Peters

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

JOSEPH M. PETERS,  
Plaintiff

\*

\*

\*

- vs -

\* No. 00-721-CD

\*

\*

MARY KAY PETERS,  
Defendant

\*

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of Nov.,  
2000, by and between JOSEPH M. PETERS, who currently resides at  
401 Daisy Street, Clearfield, Pennsylvania, hereinafter referred  
to as Husband,

A  
N  
D

MARY KAY PETERS, who currently resides at 401 East Locust Street,  
Clearfield, Pennsylvania, hereinafter referred to as Wife.

W I T N E S S E T H

WHEREAS, the parties hereto were married on October 24,  
1970; and

WHEREAS, there are no minor children to the marriage;  
and

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

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

NOV 20 2000

WILLIAM A. SHAW  
Prothonotary

2CC  
Atty

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:

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, or 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

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parties hereto completely understand and agree that neither shall do or say anything to the children of the parties at any time 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 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: 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. 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

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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. 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.

7. Division of Property:

(a) Husband shall convey any and all interest to the former marital residence located at 401 East Locust Street, Clearfield, Pennsylvania, to Wife;

(b) All other items of personal property have been divided satisfactorily by the parties and neither shall make any claim to any such property presently in the possession of the other; and

(c) Should at any time, it become necessary for either party to execute any titles, deeds or similar documents to give effect to this paragraph, it shall be done immediately upon request of the other party.

8. Counsel Fees and Expenses: Each party shall be responsible for their own counsel fees.

9. Alimony: Wife hereby waives any claim to alimony.

10. Pension: Wife hereby waives any claim to Husband's pension/retirement accounts.

11. Waiver of Claims Against Estates: Except as herein otherwise provided, each party may dispose of his or her

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AT LAW  
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property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance, right to take property under equitable distribution, right to take under the intestacy laws, 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.

12. 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 and the children of the marriage. 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 part of the marital estate.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
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CLEARFIELD, PA 16830

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13. Financial Disclosure: The parties confirm that each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this Agreement.

14. 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.

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.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW

211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801.

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 hereto 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 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.

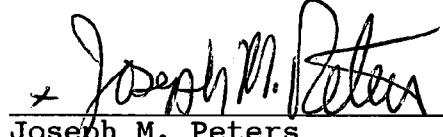
23. Affidavits of Consent: The parties do hereby agree to execute and file with the Court an Affidavit of Consent to the

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

above-captioned divorce action contemporaneously with the execution of this Agreement.

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

  
Joseph M. Peters (SEAL)  
Joseph M. Peters

  
Mary Kay Peters (SEAL)  
Mary Kay Peters

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

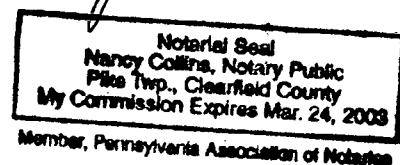
COMMONWEALTH OF PENNSYLVANIA) SS  
COUNTY OF CLEARFIELD )

On this 17<sup>th</sup> day of November, 2000, before  
me, the undersigned officer, personally appeared JOSEPH M. PETERS,  
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.

Nancy Collins

COMMONWEALTH OF PENNSYLVANIA) SS  
COUNTY OF CLEARFIELD )

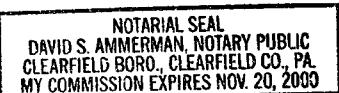


On this 10th day of November, 2000, before  
me, the undersigned officer, personally appeared MARY KAY PETERS,  
known to me (or satisfactorily proven) to be the person whose  
name is subscribed to the within instrument and acknowledged that  
she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal the day and year first above written.

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801



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

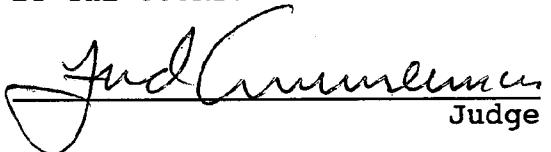
JOSEPH M. PETERS, \*  
Plaintiff \*  
\*  
- vs - \* No. 00-721-CD  
\*  
MARY KAY PETERS, \*  
Defendant \*  
\*

O R D E R

AND NOW, this 11 day of December, 2000,  
Plaintiff having filed a Complaint in Divorce under the Divorce  
Act on the 16th day of June, 2000, and the parties having filed  
Affidavits of Consent stating that the marriage of the  
Plaintiff and Defendant is irretrievably broken and ninety days  
(90) have elapsed from the date of the filing of the Complaint,

IT IS DECREED that JOSEPH M. PETERS be divorced and  
forever separated from the nuptial ties and bonds of matrimony  
hereto contracted between himself and MARY KAY PETERS thereupon  
all of the rights, duties or claims accruing to either of said  
parties and pursuance of said marriage shall cease and determine  
and each of them shall be at liberty to marry again as though  
they had never been heretofore married with full force and  
recognition being given to the Property Settlement Agreement  
dated November 10, 2000, which is attached hereto and  
incorporated by reference as though set forth in full.

BY THE COURT:

  
\_\_\_\_\_  
Judge

RICHARD H. MILGRUB  
ATTORNEY & COUNSELOR  
AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801.

FILED  
NOV 3 1984  
27

William A. Shaw  
Prothonotary

RICHARD H. MILLGRUB  
*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

COUNTY  
Clearfield

RECORD OF  
DIVORCE OR ANNULMENT  
 (CHECK ONE)

STATE FILE NUMBER  
STATE FILE DATE

HUSBAND

1. NAME Joseph	(First) Michael	(Middle)	(Last) Peters	2. DATE OF BIRTH 8 1 48
2. RESIDENCE 401 Daisy Street, Clearfield, Clearfield Co., PA	Street or R.D.	City, Boro. or Twp.	County	State
5. NUMBER OF THIS MARRIAGE 1	6. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION electronics instructor

WIFE

8. MAIDEN NAME Miller	(First) Mary	(Middle) Kay	(Last) Peters	9. DATE OF BIRTH 4 11 50
10. RESIDENCE 401 East Locust Street, Clearfield, Clearfield Co., PA	Street or R.D.	City, Boro. or Twp.	County	State
12. NUMBER OF THIS MARRIAGE 1	13. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. OCCUPATION LPN
15. PLACE OF OF THIS MARRIAGE Clearfield	(County)	(State or Foreign Country) PA		16. DATE OF THIS MARRIAGE 10 24 70
17A. NUMBER OF CHILDREN THIS MARRIAGE 2	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 0	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>	19. DEGREE GRANTED TO HUSBAND <input checked="" type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF <input type="checkbox"/>	HUSBAND <input type="checkbox"/>	WIFE <input type="checkbox"/>	SPLIT CUSTODY <input type="checkbox"/>	OTHER (Specify) n/a
22. DATE OF DECREE (Month)	(Day)	(Year)	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301 (c)	
24. SIGNATURE OF TRANSCRIBING CLERK	23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)			