

00-764-CD  
DAVID A. ANDERSON -vs- CINDY L. ANDERSON

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

DAVID A. ANDERSON,  
Plaintiff

vs.

CINDY L. ANDERSON,  
Defendant

COMPLAINT IN DIVORCE

**FILED**

*FILED JUN 28 2000*  
*013-131 C.H. Gearhart*  
*William A. Shaw*  
*Prothonotary*  
*PD \$40.00*

*acc C.H. Gearhart*

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

DAVID A. ANDERSON, :  
Plaintiff :  
VS. : NO. 00- 764 -CD  
: :  
CINDY L. ANDERSON, :  
Defendant :

CASE NUMBER: 00- -CD

TYPE OF CASE: Civil

TYPE OF PLEADING: COMPLAINT IN DIVORCE

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

CHILDREN: NONE

**FILED**

JUN 28 2000

William A. Shaw  
Prothonotary

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

DAVID A. ANDERSON,	:	NO. 00 -	- CD
Plaintiff	:		
	:		
vs.	:	Attorney I.D. # 26540	
	:		
CINDY L. ANDERSON,	:	IN DIVORCE	
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.

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 in the Office of the Prothonotary at Clearfield County Courthouse; Clearfield, PA 16830.

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's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

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

DAVID A. ANDERSON  
Plaintiff

vs.

CINDY L. ANDERSON,  
Defendant

: NO. 00 - - CD  
:  
:  
: Attorney I.D. # 26540  
:  
: IN DIVORCE  
:

COMPLAINT UNDER SECTION  
3301(d) OF THE DIVORCE CODE

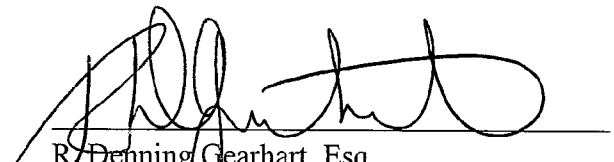
Count One--Divorce

1. Plaintiff is DAVID A. ANDERSON, who currently resides at R. D. 2, Box 174, Curwensville, Clearfield County, Pennsylvania 16830.
2. Defendant is CINDY L. ANDERSON, who currently resides at 531 Henrietta Street, Chester Hill, Philipsburg, PA 16866.
3. Plaintiff and defendant are sui juris, and both have been bona fide residents of the Commonwealth of Pennsylvania for a period of more than six (6) months immediately preceding the filing of this Complaint.
4. Plaintiff and Defendant were married on February 12, 1991, in Centre County, Pennsylvania.
5. That there were no children born of this marriage.
6. There have been no prior actions of divorce or for annulment between the parties.
7. That there has been an irretrievable breakdown of the marriage relationship of the parties within the meaning of Act No. 26 of the Commonwealth of Pennsylvania, Section 3301(d).

8. That the Plaintiff has been advised of availability of counseling and 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 the Plaintiff and Defendant absolutely.

Respectfully submitted,



R. Denning Gearhart, Esq.  
Attorney for Plaintiff

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

DAVID A. ANDERSON,	:	
Plaintiff	:	NO. 00 - -CD
VS.	:	
	:	IN DIVORCE
CINDY L. ANDERSON,	:	
Defendant	:	

NOTICE TO THE DEFENDANT

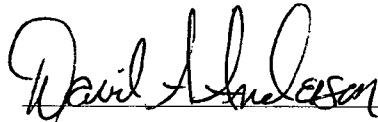
IF YOU WISH TO DENY ANY OF THE STATEMENTS SET FORTH IN THIS AFFIDAVIT,  
YOU MUST FILE A COUNTERAFFIDAVIT WITHIN TWENTY DAYS AFTER THIS  
AFFIDAVIT HAS BEEN SERVED ON YOU OR THE STATEMENTS WILL BE ADMITTED.

PLAINTIFF'S AFFIDAVIT UNDER SECTION 3301(d) OF THE DIVORCE CODE

1. The parties of this action separated in June, 1997, 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, distribution of  
property, lawyer's fees or expenses if I do not claim them before the 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.  
4904 relating to unsworn falsifications to authorities.

Date: 6/27/00

  
DAVID A. ANDERSON

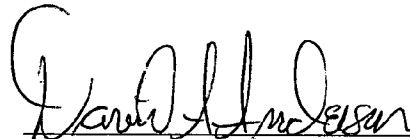
COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF CLEARFIELD :

AFFIDAVIT

Before me, the undersigned officer, personally appeared, DAVID A. ANDERSON, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint in Divorce are true and correct to the best of his knowledge, information, and belief.

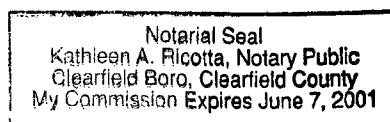
  
\_\_\_\_\_  
DAVID A. ANDERSON

Sworn to and subscribed

before me this 27 day

of June, 2000.

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





IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION No. 00-764-CD

DAVID A. ANDERSON,  
Plaintiff

vs.

CINDY L. ANDERSON,  
Defendant

AFFIDAVIT OF MAILING

**FILED**

*01/21/2001*  
JUL 06 2000

William A. Shaw  
Prothonotary

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

DAVID A. ANDERSON,	:	
	:	
VS.	:	NO. 00-764 -CD
	:	
CINDY L. ANDERSON,	:	
	:	
Defendant	:	

CASE NUMBER: 00-764-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: AFFIDAVIT OF MAILING

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

JUL 06 2000

William A. Shaw  
Prothonotary

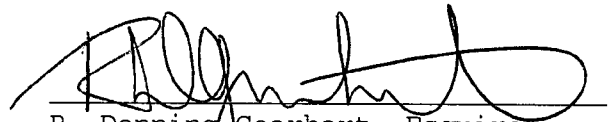
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

DAVID A. ANDERSON, :  
Plaintiff :  
VS. : NO. 00-764-CD  
CINDY L. ANDERSON, :  
Defendant :

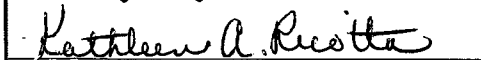
AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.

R. Denning Gearhart, Esquire, the attorney for Plaintiff,  
being duly sworn according to law, says that he mailed by certified mail,  
restricted delivery, return receipt requested, a true and correct copy  
of the Complaint in Divorce filed in the above action, to the Defendant,  
at her place of residence as evidenced by the signed receipt attached  
hereto as Exhibit 'A'.

  
R. Denning Gearhart, Esquire  
Attorney for Plaintiff

Sworn to and Subscribed  
before me this 6 day  
of July, 2000.

  
Notary Public

Notarial Seal  
Kathleen A. Ricotta, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 7, 2001

**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:

Cindy J. Anderson  
531 Henrietta Street  
Chester Hill  
Philipsburg, PA 16846

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

7099 3400 0002 7593 3607

**COMPLETE THIS SECTION ON DELIVERY**

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

Cindy Anderson 6/30/00

C. Signature

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

## 3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION No. 00-764-CD

DAVID A. ANDERSON,  
Plaintiff

vs.

CINDY L. ANDERSON,  
Defendant

PRAECIPE TO TRANSMIT THE RECORD

FILED  
AUG 14 2000  
William A. Shaw  
Prothonotary

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

DAVID A. ANDERSON,	:	
	:	
VS.	:	NO. 00-764-CD
	:	
CINDY L. ANDERSON,	:	
	:	
Defendant	:	

CASE NUMBER: 00-764-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: AFFIDAVIT OF MAILING

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

JUL 28 2000

William A. Shaw  
Prothonotary

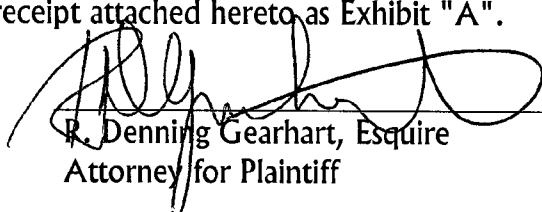
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

DAVID A. ANDERSON, :  
Plaintiff : NO. 00-764-CD  
VS. :  
CINDY L. ANDERSON, : IN DIVORCE  
Defendant :

AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

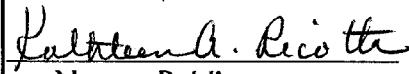
R. Denning Gearhart, Esquire, the attorney for Plaintiff, being duly sworn according to law, says that he mailed by certified mail, restricted delivery, return receipt requested, a true and correct copy of the Notice of Intention To Request Entry of Divorce Decree together with a Counter Affidavit in the above action to the Defendant, at her residence, as evidenced by the signed receipt attached hereto as Exhibit "A".

  
R. Denning Gearhart, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

before me this 27 day

of July, 2000.

  
Notary Public

Notarial Seal  
Kathleen A. Ricotta, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 7, 2001

**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:

Cindy L. Anderson  
531 Henrietta Street  
Chester Hill  
Philipsburg, PA 16866

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

7099 3400 0002 7593 3515

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Cindy Anderson

B. Date of Delivery

9/21/00

C. Signature

x Cindy Anderson

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☒ Yes



FILED

JUL 28 2000

0/2/49 NOCC

William A. Shaw

Prothonotary

*[Signature]*

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

DAVID A. ANDERSON,	:	
	:	
VS.	:	NO. 00-764-CD
	:	
CINDY L. ANDERSON,	:	
	:	
Defendant	:	

CASE NUMBER: 00-764-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: PRAECIPE TO TRANSMIT THE RECORD

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

AUG 14 2000

William A. Shaw  
Prothonotary

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

DAVID A. ANDERSON,	:	
Plaintiff	:	NO. 00-764-CD
VS.	:	
	:	IN DIVORCE
CINDY L. ANDERSON,	:	
Defendant	:	

PRAECIPE TO TRANSMIT THE RECORD

TO THE PROTHONOTARY:

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

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

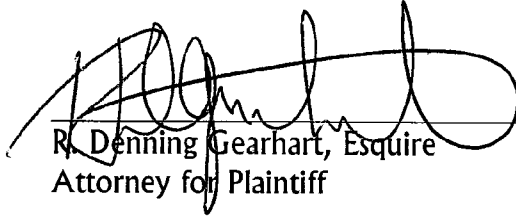
2. Date and manner of service of the Complaint:  
Certified mail, restricted delivery, return receipt requested. An Affidavit of Mailing having been filed with the Prothonotary's Office of Clearfield County.

3. (Complete either paragraph (a) or (b).)  
(a) Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: by Plaintiff \_\_\_\_\_; by Defendant \_\_\_\_\_.

(b)(1) Date of execution of the Plaintiff's Affidavit required by Section 3301(d) of the Divorce Code; June 27, 2000; (2) Date of service of the

Plaintiff's Affidavit upon the Defendant; June 30, 2000.

4. Related claims pending: None.



R. Denning Gearhart, Esquire  
Attorney for Plaintiff

5. Date and manner of service of the Notice of Intention to file Praecipe to Transmit the Record, a copy of which is attached, if the decree is to be entered under Section 3301(d)(1)(i) of the Divorce Code.

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

DAVID A. ANDERSON,	:	
Plaintiff	:	NO. 00-764-CD
VS.	:	
	:	IN DIVORCE
CINDY L. ANDERSON,	:	
Defendant	:	

NOTICE OF INTENTION TO REQUEST ENTRY OF DIVORCE DECREE

TO: CINDY L. ANDERSON, Defendant

You have been sued in an action for divorce. You have failed to answer the Complaint or file a Counteraffidavit to the Plaintiff's Affidavit. Therefore, on or after August 12, 2000, the Plaintiff can request the court to enter a final decree in divorce.

If you do not file with the Prothonotary of the court an Answer with your signature notarized or verified or a Counteraffidavit by the above date, the court can enter a final decree in divorce. Unless you have already filed with the court a written claim for economic relief, you must do so by the above date or the court may grant the divorce and you will lose forever the right to ask for economic relief. A COUNTERAFFIDAVIT WHICH YOU MAY FILE WITH THE PROTHONOTARY OF THE COURT IS ATTACHED TO THIS NOTICE.

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's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-1581

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 28 day of July, 2000,  
between CINDY L. ANDERSON, of 531 Henrietta Street, Chester Hill, Philipsburg, PA,  
hereinafter referred to as "Wife",

- A N D -

DAVID A. ANDERSON, of Box 174, R. D. 2, Curwensville, PA 16833, hereinafter referred  
to as "Husband".

WITNESSETH:

WHEREAS, the parties were married on February 12, 1993, in Centre  
County County, Pennsylvania; and

WHEREAS, there were no children of this marriage; and

WHEREAS, unfortunate and irreconcilable differences have arisen  
between the parties hereunto, by reason of which the parties have concluded that they  
will take steps to terminate the bonds of matrimony and will enter into the present  
agreement for the purpose of resolving the various issues to be addressed by this  
instrument superseding all prior agreements that deal with matters covered by this  
document, except as those specified herein; and

WHEREAS, the parties hereunto have determined that this agreement shall  
fully survive the entry of a divorce decree and shall be in no way subject to change or  
modification because of the Order to be entered in the ensuing divorce proceeding; 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 obligation, covenants and agreements contained herein;

NOW THEREFORE, in consideration and mutual undertakings herein contained and intended to be legally bound hereby, the parties covenant and agree as follows:

1. NO-FAULT DIVORCE: The parties do agree to execute at the appropriate time Affidavits of Consent to the entry of a divorce decree, pursuant to the provisions of a no-fault divorce under Section 3301(c ) of the Pennsylvania Divorce Code in effect at the time of execution of this agreement.

2. PERSONAL RIGHTS: Husband and Wife may and shall at all times hereafter live separate and apart. Each shall be free from all control, restraint, interference, authority, direct or indirect from the other in all respects as if they were unmarried. Each may for her or his separate use or benefit, conduct, carry on or engage in any business, occupation, profession or employment which to him or her may seem advisable. The provisions shall not be taken, however, to be an admission on the part of either Wife or Husband of the lawfulness of the causes which led to the result in the continuation of their living apart. Husband and Wife shall not molest, harass, disturb or malign each other or their respective families, nor compel nor attempt to compel the other to cohabit, dwell, or associate by any means or manner with each 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.

4. 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 and assigns, release and discharge the other from all causes of action, claims, rights, or demands, whatsoever in law or in equity, which either of the parties ever had or now has against the other, except any cause or causes of action for divorce and except any or all causes of action for breach of any provisions of this Agreement.

5. DISTRIBUTION OF PROPERTY:

a. Real Property and Personal Property: The mobile home and lot located in Chester Hill, Philipsburg, Pennsylvania, more fully described in Deed Book Vol. , Page , shall be deeded over to Wife. The Wife agrees to assume all real estate taxes and insurance on said premises. The Wife also agrees to assume the mortgage presently held with Peoples Heritage in Pittsburgh, Pennsylvania. The Wife agrees to hold the Husband harmless from her failure to pay said mortgage. The Husband agrees to execute any documents necessary to effectuate the same.

The Husband will pay to the Wife the sum of Two Hundred Fifty (\$250.00) Dollars within ninety (90) days of the date of this Agreement.



In consideration thereof, Wife agrees to waive any claim, interest or entitlement to any other assets of the Husband, including Pensions, IRA's, Profit-Sharing Funds, 401(k) Plans or Investment Accounts.

The 2000 Dodge 4 x 4 shall be titled to Husband. Husband shall be responsible for any indebtedness thereon and shall hold Wife harmless for any failure on his part to pay said indebtedness.

The 2000 Suzuki Grand Adventure shall be titled to Wife. Wife shall be responsible for the loan with Penn State Credit Union on this vehicle and she shall hold Husband harmless for any failure on her part to pay said indebtedness.

The parties agree to execute any and all documents necessary to effectuate this agreement, including, but not limited to, a Deed, any Power of Attorneys to transfer vehicles, etc.

Each party shall keep the personal property that is presently in their possession.

Each party hereby waives, releases and relinquishes any interest he or she may have in the other's property.

6. 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 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.

7. COUNSEL FEES: Both Husband and Wife waive counsel fees.

8. SPOUSAL SUPPORT: Both Husband and Wife waive any right or entitlement to spousal support.

9. INTENDED TAX RESULT AND INDEMNIFICATION: By this Agreement, the parties have equally divided their marital property. The parties have determined that such equal division conforms to a right and just standard with regard to the rights of each party. The division of existing marital property is not, except as may be otherwise expressly provided herein, intended by the parties in any way to constitute 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. As a part of the equal division of the marital properties and the marital settlement herein contained, the parties agree to save and hold each other harmless from all income taxes assessed against the other resulting from the division of the property as herein provided.

10. BREACH: If either party breaches any provision of this Agreement, the other party shall have the right, at her or his election, to sue for damages for such breach, or seek such other remedies or relief as may be available to her or him, 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.

11. ADDITIONAL INSTRUMENT: Each of the parties from time to time, at the request of the other, shall 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. ADVICE OF COUNSEL: The provisions of this Agreement and their legal effect have been explained to the parties by their respective counsel, namely R. Denning Gearhart, Esq., for the Husband. The Defendant is not represented by counsel at this time. The parties note that they understood they could 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 of any improper or illegal agreement or agreements.

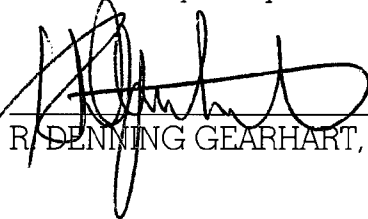
18. WAIVER OF CLAIMS AGAINST ESTATE: Except as herein provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or 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 by intestacy, right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights and claims.

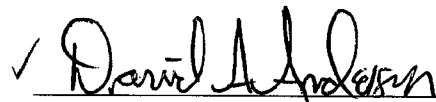

19. AFTER ACQUIRED PERSONAL PROPERTY: Each of the parties shall hereafter enjoy independently of any claim or right of the other all items of personal property, tangible or intangible, hereafter acquired by him or her, with full power in him or her to dispose of the same as fully and effectively in all respects and for all purposes as though he or she were unmarried.

20. That the parties agree that this Agreement shall be presented to the Court of Common Pleas of Clearfield County and shall be incorporated into the Divorce Decree.

21. In the event that either party becomes a debtor in any bankruptcy or financial reorganization proceedings of any kind while any obligations remain to be performed by that party for the benefit of the other party pursuant to the provisions of this Agreement, the Debtor-spouse hereby waives, releases and relinquishes any right to claim an exemption (whether granted under the State or Federal Law) to any property remaining in the Debtor-spouse as a defense to any claim made pursuant hereto by the Creditor-spouse, and the Debtor-spouse hereby assigns, transfers and conveys to the Creditor-spouse an interest in all of the Debtor-spouse's exempt property sufficient to meet all obligations to the Creditor-Spouse as set forth herein, including all attorney's fees and costs incurred in the enforcement of this Paragraph or any other provision of this Agreement. No obligation created by this Agreement shall be discharged or dischargeable, regardless of Federal or State law to the contrary, and each waives any and all right to assert that any obligation hereunder is discharged or dischargeable.

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

  
R. DENNING GEARHART, ESQUIRE

✓   
DAVID A. ANDERSON  
  
CINDY L. ANDERSON

COMMONWEALTH OF PENNSYLVANIA

:  
: SS.

COUNTY OF CLEARFIELD

On this the 28 day of July, 2000, before me, the undersigned officer, personally appeared CINDY L. ANDERSON, 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 purpose therein contained.

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

Kathleen A. Ricotta

COMMONWEALTH OF PENNSYLVANIA

:  
: SS.

COUNTY OF CLEARFIELD

Notarial Seal  
Kathleen A. Ricotta, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 7, 2001

On this the 13 day of August, 2000, before me, the undersigned officer, personally appeared DAVID A. ANDERSON, 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 purpose therein contained.

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

Lillian M. Witherow

Notarial Seal  
Lillian M. Witherow, Notary Public  
Grampian Boro, Clearfield County  
My Commission Expires Feb. 8, 2004  
Member, Pennsylvania Association of Notaries

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

DAVID A. ANDERSON,  
Plaintiff

VS.

CINDY L. ANDERSON,  
Defendant

:  
: NO. 00-764-CD  
:  
: IN DIVORCE  
:  
:

DECREE

AND NOW, this 14<sup>th</sup> day of August, 2000, it is Ordered  
and Decreed that DAVID A. ANDERSON, Plaintiff, and CINDY L. ANDERSON,  
Defendant, are divorced from the bonds of matrimony.

BY THE COURT,

  
JUDGE

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

## RECORD OF

DIVORCE OR ANNULMENT



(CHECK ONE)



COUNTY

STATE FILE NUMBER

STATE FILE DATE

## HUSBAND

1. NAME (First) (Middle) (Last) David A. Anderson		2. DATE OF BIRTH (Month) (Day) (Year) 4/30/60
2. RESIDENCE Street or R.D. City, Boro. or Twp. County State R. D. 2, Box 174, Curwensville, PA 16833		4. PLACE OF BIRTH (State or Foreign Country) PA
5. NUMBER OF THIS MARRIAGE 3	6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION Dick Corporation

## WIFE

8. MAIDEN NAME (First) (Middle) (Last) Cindy L. Domanick		9. DATE OF BIRTH (Month) (Day) (Year) 9/25/58
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State 531 Henrietta Street, Philipsburg, PA 16866		11. PLACE OF BIRTH (State or Foreign Country) PA
12. NUMBER OF THIS MARRIAGE 2	13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	14. OCCUPATION Registered Nurse
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Centre County, PA		16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 2/12/91
17A. NUMBER OF CHILDREN THIS MARRIAGE 0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
19. DECREE GRANTED TO HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(d) of the Divorce Code		22. DATE OF DECREE (Month) (Day) (Year)
23. DATE REPORT SENT TO VITAL RECORDS		24. SIGNATURE OF TRANSCRIBING CLERK