

00-864-CD  
CHERYL M. BEERS -vs- JAMES B. BEERS

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

no. 00-864-CO

CHERYL M. BEERS  
Plaintiff

vs.

JAMES B. BEERS  
Defendant

:  
:  
:  
: Type of Case: DIVORCE  
:  
:  
: Type of Pleading:  
: COMPLAINT  
:  
:  
: Filed on Behalf of: PLAINTIFF  
:  
:  
: Counsel of Record for this  
: party:  
:  
:  
: Wm. Lynn Hollen, Esq.  
: PA Supreme Court No. 43253  
: 1633 E. Pleasant Valley Blvd.  
: Altoona, PA 16602  
: (814) 942-1131

\*There is one minor child  
born of this marriage:

Bradley J. Beers dob 3-02-90

FILED

JUL 26 2000

William A. Shaw  
Prothonotary

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

CHERYL M. BEERS  
Plaintiff

vs.

JAMES B. BEERS  
Defendant

:  
:  
: No. CD-864-CD

:

:

**NOTICE TO DEFEND**

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.

When the ground for the divorce 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, Second and Market Street, Clearfield, Pennsylvania 16830.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE 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  
ONE NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CHERYL M. BEERS  
Plaintiff

vs.

JAMES B. BEERS  
Defendant

:  
: NO. 00-864-CD  
:  
: CIVIL ACTION - LAW  
:  
:

COMPLAINT IN DIVORCE UNDER  
SECTION 3301(c)

1. Plaintiff is CHERYL M. BEERS who currently resides at Box 431, Coalport, Clearfield County, Pennsylvania 16627.
2. Defendant is JAMES B. BEERS who currently resides at Box 152 Coalport, Clearfield County, Pennsylvania 16627.
3. Plaintiff and Defendant have been a 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. The parties were married on the 29th day of September 1984 at Coalport, Clearfield County, Pennsylvania 16627.
5. There has been no prior action of divorce between the parties.
6. The marriage is irretrievably broken.
7. 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.
8. Plaintiff requests the court to enter a decree of divorce.

Date 7-21-00

Wm. Lynn Hollen  
Wm. Lynn Hollen, Esquire  
Attorney for Plaintiff  
1633 E. Pleasant Valley Blvd.  
Altoona, Pennsylvania 16602  
(814) 942-1131  
I.D. # 43253

I 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. Section 4904, relating to unsworn falsification to authorities.

Cheryl M. Beers  
Cheryl M. Beers, Plaintiff

FILED  
JUL 2 2000

William A Shaw  
Prothonotary

Wm. Lynn Hollen Attorney at Law 1633 East Pleasant Valley Blvd. Altoona, PA 16602 (814) 942-1131 The Coalport - Glendale - Prince Gallitzin Area (814) 672-3790			
---	--	--	--

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHERYL M. BEERS, : NO. 00-864-CD  
Plaintiff :  
: DIVORCE  
vs. :  
: JAMES B. BEERS, :  
Defendant :  
:

POST NUPTIAL AGREEMENT

THIS AGREEMENT, made this 14<sup>FJA</sup> day of AUGUST,  
2000 by and between CHERYL M. BEERS, Plaintiff, hereinafter  
referred to as WIFE and JAMES B. BEERS, Defendant, hereinafter  
referred to as HUSBAND.

WHEREAS, the parties hereto are husband and wife having  
been married on the on the 29th day of September, 1984, in  
Coalport, Pennsylvania; and,

WHEREAS, as a result of certain differences and  
difficulties in 2000; and

WHEREAS, an action in divorce was instituted to the above  
term and number; and,

WHEREAS, the parties are desirous of amicably settling  
the various claims and matters between them;

NOW THEREFORE, in consideration of the mutual promises,  
covenants and agreements herein contained, or incorporated  
herein by referenced, and intending to be legally bound  
hereby, the parties hereby agree as follows:

FILED

AUG 15 2000

013:30 AM

William A. Shaw

Prothonotary

3 Court Att'y

ADVICE OF COUNSEL

The parties hereby agree that they have had full and fair opportunity to review this agreement with counsel of their choosing and that each of them is entering into this agreement intelligently, knowingly, voluntarily and of their own free will after such consultation.

DISTRIBUTION OF MARITAL PROPERTY

The parties hereby agree that, except as herein set forth, they have distributed and divided their marital property to the satisfaction of both parties and neither shall have nor make any claim after the date of this Agreement for any property in the possession of the other party of this action except as specifically hereinafter set forth.

Husband hereby agrees that he shall retain the following:

It is further herein agreed between the two parties that James B. Beers shall retain ownership of the property situated in the Village of Lyleville, Beccaria Township, Clearfield County, Pennsylvania recorded in Clearfield County Deed Book Volume 1216 at Page 302, and it is further agreed that James B. Beer shall retain ownership of the property situated in Coalport Borough, Clearfield County, Pennsylvania recorded in Clearfield County Deed Book Volume 1147 at page 018.

Wife agrees, that she shall retain the following:

That the title to the 1993 Grand Prix Pontiac shall be transferred to Cheryl M. Beers and James B. Beers agrees to pay the insurance until the insurance is renewable.

It is further herein agreed between the parties that James B. Beers shall pay Cheryl B. Beers the sum of twenty thousand (\$20,000.00) dollars in cash.

It is further herein agreed between the parties that the beautician equipment in the shop shall be the property of Cheryl M. Beers and James B. Beers herein further agrees that he will never lease the shop as a beauty shop. The parties also agree that Cheryl M. Beers shall have exclusive possession of the beauty shop for one (1) year from the signing of this agreement during regular business hours. Cheryl M. Beers also agrees to pay forty (\$40.00) dollars per month toward the electric bill and any amount above the basic twenty-six (\$26.00) dollars per month water bill shall be her responsibility.

The parties herein agree that the telephone number (814) 672-5406 shall become the exclusive telephone number for Cheryl M. Beers for use in her beauty shop. James B. Beers agrees that he will have a separate telephone line installed into the house and obtain a new telephone number for his private use.

The parties herein agree that James B. Beers shall pay

Cheryl M. Beers two hundred (\$200.00) dollars per month as support for their son, Bradley J. Beers, born on March 2, 1990. It is further herein agreed that James B. Beers shall provide health care coverage on Bradley J. Beers until he reaches the age of 18 or until he completes college or other additional advanced education as Bradley J. Beers may wish to pursue.

WAIVER OF ALIMONY, AND ALIMONY PENDENTE LITE

Each of the parties hereto hereby specifically waives any and all claims they have, or may have, to receive alimony and/or alimony pendente lite as a result of the marriage of the parties in the action in Divorce currently pending. Each party hereby specifically agrees that any and all such claim previously by them by any proceedings or pleading filed in the above captioned Divorce Action are hereby withdrawn.

COST/COUNSEL FEE/EXPENSES

Each party hereby agrees that they shall assume and be solely liable and responsible for any and all cost, counsel fees, and/or expenses incurred by them or on their behalf as a result of these divorce proceedings and each hereby specifically waives any and all such claims, they have, or may have, against the other party hereto.

CERTIFICATION OF DISCLOSURE

Each party does hereby CERTIFY to the other that they have divulged to said other party any and all assets which are, OR MAY BE, "marital property" as the term is defined by the Pennsylvania Divorce Code, as amended, and the applicable case law; that they have not secreted or hidden any such assets; that they have not disposed of any such asset from and after the date of the separation of the parties (as heretofore fixed) without the knowledge and consent of the other party or, if any such asset was so disposed of, it was not disposed of for less than the fair market value of such asset and the party disposing of such item has divulged and proven to the other party's satisfaction the consideration received therefore and the whereabouts of said consideration.

Each party does hereby SPECIFICALLY AGREE AND ACKNOWLEDGE that, in the event that it is subsequently determined that either party has failed to divulge the existence of any asset which is, OR MAY BE, IN WHOLE OR IN PART, a marital asset, then, and in such event, the other party hereto shall have the right and authority to petition the appropriate Court of Common Pleas to reopen the record in this proceeding in order to determine whether or not such assets, or any part thereof, or proceeds or interest or income from is, or was, marital property; and, in the event any such asset, proceeds interest or income is determined to be, or to have been, marital property at the time of the signing of this agreement, to distribute and/or divide such asset, proceeds, interest and/or

income NOTWITHSTANDING the entry of a final decree in divorce AND NOTWITHSTANDING any waiver or release herein contained.

It is further understood and agreed that this provision shall apply whether or not the failure to divulge any such asset was intentional, knowing and/or fraudulent or whether such failure was innocent and unintentional.

#### MUTUAL RELEASE

Each of the parties do hereby mutually remise, release, quitclaim and forever discharge the other party hereto, and the estate of the other, for all time to come and for all purposes whatsoever, of and from any and all rights, titles, interest or claims in, to and against any and all property (including income and gain from property hereafter accruing) of the other party or the estate of the other party, of whatever nature or kind and wheresoever the same may be located or situate, which he or she now has or at any time hereafter may have against such other, the estate of such other or any part thereof, whether arising out of any former acts, contracts, engagements or liabilities of such other or by way of dower or courtesy, or claims in the nature or courtesy or widow's or widower's family exemption or similar allowance, or under the intestate laws, or the right to take against the spouse's will; or the right to treat a lifetime conveyance by the other as testamentary or all other rights of a surviving spouse to participate in a deceased spouse's

estate, whether arising under the laws of the Commonwealth of Pennsylvania, any other state, commonwealth, or territory or the laws of the United State of America or any other country, or any rights which either party may now have or at any time hereafter have for past, present or future support or maintenance, alimony, alimony pendente lite, counsel fees, cost or expenses, whether arising from the marital relationship or otherwise, EXCEPT, AND ONLY EXCEPT, those rights and obligation arising, or which may arise, under and pursuant to the terms and conditions of this agreement and any attachment or addendum hereto or for the breach of any of the terms and conditions thereof.

It is the intention of each of the parties hereto to give to the other, by the execution of agreement, a full, complete, comprehensive and general release of any and all claims against any and all property, of whatever nature or kind, whether real, personal or mixed, which the other now owns, whether as a result of the terms of this agreement or otherwise, or which the other may hereafter acquire, whether as a result of the terms of this agreement or otherwise, EXCEPT, AND ONLY EXCEPT, those rights and obligations arising, or which may arise, under and pursuant to the terms and conditions of this agreement and any attachment or addendum hereto or for the breach of any of the terms and conditions thereof and subject to the implementation of any and all conditions precedent herein contained.

NO BAR TO FURTHER PROCEEDINGS

This agreement shall not be construed or considered to affect or bar the right of either of the parties hereto to a divorce on lawful grounds or by consent of the parties; nor shall it prevent either party from defending against any claim concerning a divorce on any fault grounds.

It is understood and agreed by the parties that this agreement shall not be impaired or limited by the entrance of a final decree in divorce but shall remain in full force and effect notwithstanding the entry of any such decree, but shall survive any such decree and shall be and become a part of any order of Court entered as a result of any divorce proceeding as hereinafter set forth, but such agreement SHALL NOT MERGE INTO ANY SUCH DECREE, but shall be and remain enforceable in accordance with the provision entitled ENFORCEABILITY.

This agreement shall not be considered or construed as being a condonation on the part of either party of any act or acts on the part of the other party which may have, or have, occasioned the disputes or differences which have occurred prior to, or may occur subsequent to, the date of this agreement.

SUCCESSOR'S RIGHTS AND LIABILITIES

This agreement shall, EXCEPT as otherwise specifically provided herein, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, successors and/or assigns.

#### ENTIRE AGREEMENT

Each of the parties hereto covenant, agree and warrant that this agreement contains all of the representations, promises and agreements made by either of them to the other for the purposes of arriving at this agreement; that there are no claims, promises, agreements or representations not herein contained, whether oral or written, which shall or may be charged or enforced or enforceable against the other; and, each specifically agrees that they have been informed and understand that any such promise, covenant or agreement not herein contained shall have no force or effect and shall be unenforceable against the other party hereto.

#### WAIVER OF DEFAULT

Each party does hereby acknowledge and agree that, should either party breach or fail to perform any term or condition hereof and the other party waives or forgives such breach or failure, that such waiver or forgiveness shall not be deemed to be a waiver or forgiveness of any other term or condition hereof nor shall the same be considered to be a waiver or forgiveness of future performance of the same or any other condition. The failure of either party hereto to meet his or her obligation or obligations under any one or more of the provisions hereof, with the exception of the satisfaction of any condition precedent, shall not justify a breach of or failure to perform any condition or term by the other party hereto.

#### ALTERATION/AMENDMENT

None of the terms or conditions of this agreement shall be altered, changed, amended or deleted unless by agreement of the parties, in writing and signed by both of the parties hereto.

#### TERMINATION

This agreement shall remain in full force and effect unless and until terminated by the parties hereto in writing and signed by both parties with the same formality and in the same manner as this agreement.

#### SEPARABILITY

Should any term, condition, clause or provision of this agreement be determined to be or be declared to be void or invalid in law or otherwise, then only that term condition, clause or provision shall be stricken herefrom and in all other respects this agreement shall remain valid and shall continue in full force, effect and operation.

Likewise, the failure of either party to meet his or her obligation under any one or more of the provisions hereof, WITH THE EXCEPTION OF THE SATISFACTION OR COMPLETION OF A CONDITION OR CONDITIONS PRECEDENT, shall in no way avoid or alter the remaining conditions, terms and obligations of the parties, or either of them.

#### HEADINGS

Any heading preceding the text of the various paragraphs hereof are inserted for convenience of reference only and shall not constitute any party of this agreement nor shall they affect the meaning, construction or interpretation thereof.

#### CONTROLLING LAW

This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania in effect as of the date of the signing hereof.

#### ENFORCEABILITY

The terms and conditions of this agreement shall be enforceable by the parties hereto, their heirs, executors, administrators or assigns by way of action at law or in equity, for specific performance, for damages for the breach of any term or condition, by way of an action for contempt of court or any or all of such remedies, and nothing herein shall be construed as limiting the parties to an action for contempt.

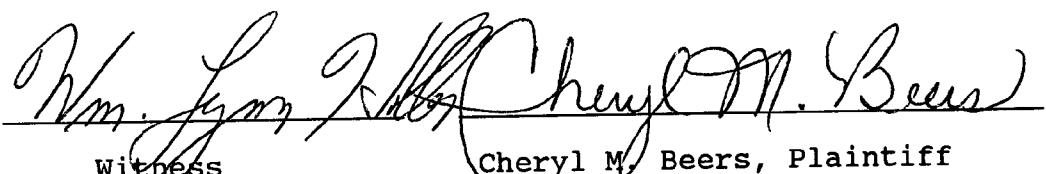
#### ORDER OF COURT

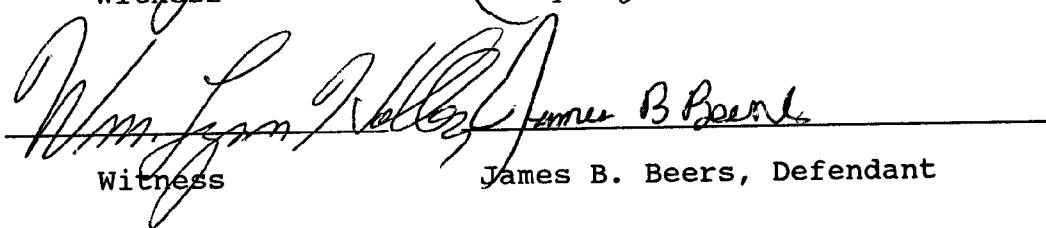
The parties hereby specifically agree that this Agreement shall be entered as an Order of Court with the same force and

effect as though entered in an adversary proceeding and that the same shall be and become a part of any such Order or Final Decree in Divorce entered in any divorce proceeding heretofore or hereafter instituted by either of the parties hereto.

It is further specifically understood and agreed, however, that the agreement SHALL NOT MERGE into any such Final Decree or Order, but shall remain separately enforceable as hereto fore set forth.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound hereby, hereunto set their hands and seals the day and date first above written.

  
\_\_\_\_\_  
Witness Cheryl M. Beers, Plaintiff

  
\_\_\_\_\_  
Witness James B. Beers, Defendant

Wm. Lynn Hollen Attorney at Law 1633 East Pleasant Valley Blvd. Altoona, PA 16602 (814) 942-1131 The Coalport - Glendale - Prince Gallitzin Area (814) 622-3790			

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHERYL M. BEERS, : NO. 00-864-CD  
Plaintiff :  
vs. : DIVORCE  
JAMES B. BEERS, :  
Defendant :  
:

ORDER OF COURT

AND NOW, this 14 day of August 2000.  
upon Motion of Wm. Lynn Hollen, Esquire, Attorney for the  
Plaintiff, CHERYL M. BEERS, it is hereby:

ORDER DIRECTED AND DECREED that the within Agreement of  
the parties is hereby entered as the Order of this Court in  
the above captioned Divorce action with the same force and  
effect as though entered in an adversary proceeding. It is  
further

ORDERED DIRECTED and DECREED that the Prothonotary of  
Clearfield County is hereby directed to enter the same in the  
dockets of Clearfield County, Pennsylvania.

BY THE COURT:

Jud Cummum J.

FILED

AUG 15 2000

0/3:30/wm

William A. Shaw  
Prothonotary

I CERT TO ATTY

WZB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD,  
PENNSYLVANIA

CIVIL DIVISION

CHERYL M. BEERS	:
Plaintiff	:
	:
vs.	:
	NO 00-864-CD
	:
JAMES B. BEERS	:
Defendant	:

CUSTODY AND VISITATION CONSENT ORDER

THIS CONSENT ORDER, made this 14 day of  
AUGUST, 2000 by and between Cheryl M. Beers and  
James B. Beers.

WHEREAS, the parties are the parents of one (1) minor child; Bradley J. Beers, born March 2, 1990.

WHEREAS, the parties desire to resolve any and all questions pertaining to the custody and visitation of their minor child amicably.

NOW THEREFORE, it is hereby ORDERED and DECREED as follows:

1. **LEGAL CUSTODY**  
Legal custody shall be given to Cheryl M. Beers, and both parties shall have equal access to all pertinent records pertaining to their child such as, but not limited to, school and medical records.
2. **PRIMARY PHYSICAL CUSTODY**  
Primary physical custody shall be vested in Cheryl M. Beers.
3. **PARTIAL CUSTODY AND VISITATION**  
James B. Beers shall have custody/visitation every other weekend during the school term and shall have visitation with the minor child at other such times when it is mutually agreed between the parties.
4. **JURISDICTION**  
The Court of Common Pleas of Clearfield County, Pennsylvania, shall retain jurisdiction over the subject matter of the case unless said Court should relinquish said jurisdiction. Either party shall be required to

FILED

AUG 1 2000

0/8/00/

William A. Shaw  
Prothonotary

3 CCR TO ATTY

EP/BS

give written notice to and obtain written consent from the other party prior to removing the said children from the Commonwealth of Pennsylvania for any purpose or for any length of time in excess of seven (7) days.

5. APPLICABLE LAW

In interpreting substantive and/or procedural questions which may arise out of this case, the laws of the Commonwealth of Pennsylvania shall apply, including but not limited to, the Pennsylvania Custody and Grandparents Visitation Act of November 5, 1981, P.L. 322, No. 115, as amended (23 P.S. Section 1001, et seq.), and the Pennsylvania Uniform Child Custody Jurisdiction Act of October 5, 1980, P.L. 693, No. 142, Section 210(a), as amended (42 Pa.C.S. Section 5341, et seq.), and the Pennsylvania Rules of Civil Procedure governing actions for custody, partial custody and visitation of minor children (Pa. R. Civ.P., Rules 19151-1915.25).

6. This Consent Order has been prepared by Wm. Lynn Hollen, Esquire, attorney for Cheryl M. Beers pro se and has been reviewed by James B. Beers.

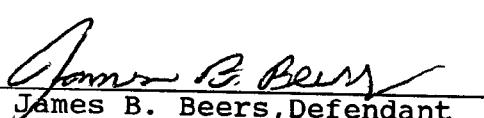
7. EXCUSAL OF APPEARANCE

The Court hereby excuses each party from appearing in open court for the purposes of entering the within Consent Order.

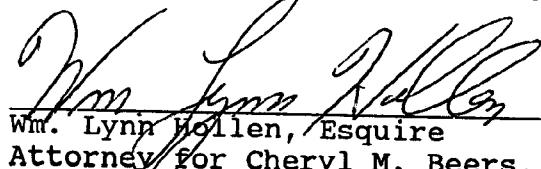
BY THE COURT:



WHEREAS, the parties, intending to be legally and morally bound hereby, have affixed their signatures on the date above written, indicating their consent to the terms of this Order, and waiving the necessity of appearance in open court to effect its entry.



Cheryl M. Beers, Plaintiff      James B. Beers, Defendant



Wm. Lynn Hollen, Esquire  
Attorney for Cheryl M. Beers, pro se  
Plaintiff

Wm. Lynn Holler Attorney at Law 1633 East Pleasant Valley Blvd. Altoona, PA 16602 (814) 942-1131 The Coalport - Glendale - Prince Gallitzin Area (814) 672-3790			
---	--	--	--

FILED

ALF 10/10/00

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,**  
**PENNSYLVANIA**

CHERYL M. BEERS :  
Plaintiff :  
vs. : No. 00-864-CD :  
JAMES B. BEERS :  
Defendant : CIVIL ACTION - LAW

**PRAECIPE TO TRANSMIT RECORD**

To the Prothonotary:

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

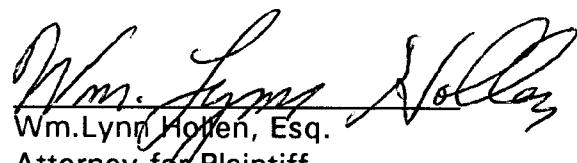
1. Grounds for divorce: irretrievable breakdown under Section 3301(c) of the Divorce Code.
2. Date and manner of service of the complaint:

The Complaint in the above-captioned matter was served upon the Defendant by certified mail, restricted delivery on the August 1, 2000 evidenced by the attached Exhibit A.

3. Date of execution of the affidavit of consent required by Section 3301(c) of the Divorce Code,

by plaintiff: November 27, 2000  
by defendant: November 27, 2000

4. Related claims pending: None



Wm. Lynn Hollen, Esq.

Attorney for Plaintiff  
1633 E. Pleasant Valley Blvd.  
Altoona, PA 16602  
(814) 942-1131  
Supreme Court ID# 43253

**FILED**

NOV 29 2000

William A. Shaw  
Prothonotary

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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:**

JAMES B. BEERS  
BOX 152  
COALPORT, PA 16627

A. Received by (Please Print Clearly)	B. Date of Delivery
<i>X Jeff M. Beers</i>	8-1-08
C. Signature	
<i>X Jeff M. Beers</i>	
D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below: <i>X</i>	

**3. Service Type**

Certified Mail  Express Mail

Registered ~~Priority Mail~~

Insured Mail  C.O.D.

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

Yes

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

7099 3220 0006 6962 1628

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

UNITED STATES POSTAL SERVICE



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

- Sender: Please print your name, address, and ZIP+4 in this box.

Mr. Lynn Hollen, Attorney  
1623 E. Pleasant Val. Blvd.  
Altown, PA 16602

16602-17337

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

JAMES B. BEERS

Postage	\$ .55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	2.75
Total Postage & Fees	\$ 5.95

CB  
7-31-00  
Postmark  
Here

Name (Please Print Clearly) (To be completed by maller)

Wm. Lynn Hollen, Esquire

Street, Apt. No.; or PO Box No.

1633 E. Pleasant Valley Blvd.

City, State, ZIP+4

Altoona, PA 16602

PS Form 3800, July 1999

See Reverse for Instructions

#### **Certified Mail Provides:**

- ❑ A mailing receipt
- ❑ A unique identifier for your mailpiece
- ❑ A signature upon delivery
- ❑ A record of delivery kept by the Postal Service for two years
- ❑ Certified Mail may be combined with First-Class Mail or Priority Mail.
- ❑ Certified Mail is not available for any class of international mail.
- ❑ NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For delivery, to obtain Return Receipt service, please combine a Return Receipt (PS Form 381) to the article and add a applicable Postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- ❑ For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain a Return Receipt you must register or Registered Mail.
- ❑ NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For delivery, to obtain Return Receipt service, please consider a Registered Mail.
- ❑ For an additional fee, a Return Receipt may be requested to provide proof of delivery. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- ❑ For an additional fee, a Return Receipt may be requested to attach a Return Receipt (PS Form 381) to the article and add a applicable Postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- ❑ For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- ❑ If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix a label with the Certified Mail label.
- ❑ If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix a label with the Certified Mail label.
- ❑ Save this receipt and present it when making an inquiry.

CHERYL M. BEERS  
Plaintiff

vs.

JAMES B. BEERS  
Defendant

: IN THE COURT OF COMMON  
: PLEAS OF CLEARFIELD COUNTY,  
: PENNSYLVANIA  
:  
: NO. 00-864-CD  
:  
: IN DIVORCE

AFFIDAVIT OF CONSENT

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on July 26, 2000
2. The marriage of 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 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 11/27/2000

Cheryl M. Beers  
Cheryl M. Beers  
Plaintiff

CHERYL M. BEERS : IN THE COURT OF COMMON  
Plaintiff : PLEAS OF CLEARFIELD COUNTY,  
 : PENNSYLVANIA  
 :  
 : VS. : NO. 00-864-CD  
 :  
JAMES B. BEERS : IN DIVORCE  
Defendant

**AFFIDAVIT OF CONSENT**

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on July 26, 2000
2. The marriage of 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 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 1/127/2000

James B. Beers  
James B. Beers  
Defendant

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

CHERYL M. BEERS :  
Plaintiff :  
vs. :  
: NO 00-864-CD  
JAMES B. BEERS :  
Defendant :

WAIVER OF NOTICE OF INTENTION TO REQUEST  
ENTRY OF DIVORCE DECREE

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: 11/27/2000

  
\_\_\_\_\_  
Cheryl M. Beers  
Plaintiff

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

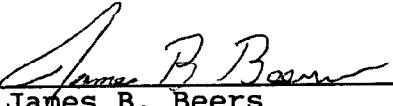
CHERYL M. BEERS :  
Plaintiff :  
vs. :  
: NO 00-864-CD  
JAMES B. BEERS :  
Defendant :  
:

WAIVER OF NOTICE OF INTENTION TO REQUEST  
ENTRY OF DIVORCE DECREE

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: 11/27/2000

  
\_\_\_\_\_  
James B. Beers  
Defendant

Set [unclear] ( ) No  
11:30 AM  
1966  
cc

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CHERYL M. BEERS

Plaintiff

vs.

: NO. 00-864-CD

JAMES B. BEERS

Defendant

: IN DIVORCE

DECREE

AND NOW, November 30, 2000, it is ordered and decreed that Cheryl M. Beers, plaintiff, and James B. Beers, defendant, are divorced from the bonds of matrimony.

~~The court retains jurisdiction of any claims raised by the parties to this action for which a final order has not yet been entered. GJA~~

Any existing spousal support order shall hereafter be deemed an order for alimony pendente lite if any economic claims remain pending.

BY THE COURT

Judie Ammerman.

## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

## VITAL RECORDS

COUNTY  CLEARFIELD	RECORD OF  DIVORCE      OR      ANNULMENT			STATE FILE NUMBER  STATE FILE DATE
	<input checked="" type="checkbox"/>	(CHECK ONE)	<input type="checkbox"/>	

## HUSBAND

1. NAME  JAMES	(First)	(Middle)	(Last)	2. DATE OF BIRTH 8 - 30 - 1963
3. RESIDENCE Street or R.D. P.O. Box 152, Main Street, Coalport, Clearfield, PA	City, Boro. or Twp.	County	State	4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania
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 Heavy Equipment Operator

## WIFE

8. MAIDEN NAME  GALLAHER	(First)	(Middle)	(Last)	9. DATE OF BIRTH 8 - 22 - 1964	
10. RESIDENCE Street or R.D. P.O. Box 431	City, Boro. or Twp. Coalport	County Clearfield	State PA	11. PLACE OF BIRTH (State or Foreign Country) Pennsylvania	
12. NUMBER OF THIS MARRIAGE 1	13. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION Beautician	
15. PLACE OF THIS MARRIAGE Clearfield	(County)	(State or Foreign Country) Pennsylvania		16. DATE OF THIS MARRIAGE 9 - 29 - 1984	
17A. NUMBER OF CHILDREN THIS MARRIAGE 1	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18. 1	18. PLAINTIFF HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF <input type="checkbox"/>	HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	SPLIT CUSTODY <input type="checkbox"/> <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c) of Divorce Code	
22. DATE OF DECREE (Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS (Month)	(Day)	(Year)
24. SIGNATURE OF TRANSCRIBING CLERK					