

00-1088-CD

Kimberly Struble vs Terry Struble

00

FC-1088-CD
KIMBERLY L. STRUBLE -vs- TERRY K. STRUBLE

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PROSECUTOR
WHEN A SHOW
11-22-00
11-22-00
FILED
11-22-00

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No. 00-
-CD

Kimberly L. Struble,
Plaintiff

vs.

Terry K. Struble, Defendant

Divorce Complaint

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

KIMBERLY L. STRUBLE, : NO. 00-1088 -CD
Plaintiff : Type of Case: DIVORCE
VS. :
TERRY K. STRUBLE, : Type of Pleading:
Defendant : DIVORCE COMPLAINT
: Filed on Behalf of:
: Kimberly L. Struble, Plaintiff
: Counsel of Record for this Party:
: Ann B. Wood, Esquire
: Supreme Court No. 23364
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: (814) 765-5537
:
:
:
:

THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan Kathleen Struble, d.o.b. 4/30/87
Rachel Maureen Struble, d.o.b. 4/11/89

FILED
SEP - 5 2000
William A. Shaw
Prothonotary

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

KIMBERLY L. STRUBLE, :
Plaintiff : NO. 00-1088-CD
VS. :
TERRY K. STRUBLE, :
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 child.

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, Pennsylvania 16830
(814) 765-2641

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Street
Clearfield, PA 16830

Phone (814) 765-2641 Ex 50-51

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood

Ann B. Wood, Attorney for
Plaintiff

318 East Locust Street
P. O. Box 670
Clearfield, PA 16830
(814) 765-5537

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

KIMBERLY L. STRUBLE, :
Plaintiff : NO. 00- -CD
VS. :
TERRY K. STRUBLE, :
Defendant :
:

DIVORCE COMPLAINT

COUNT I

1. Plaintiff is KIMBERLY L. STRUBLE, who currently resides at Route 1, Box 30, Mahaffey, Clearfield County, Pennsylvania 15757.

2. Defendant is TERRY K. STRUBLE, who currently resides at P.O. Box 62, Mahaffey, Clearfield, Clearfield County, Pennsylvania 15757.

3. Plaintiff has been a bona fide resident in the Commonwealth for at least six months immediately previous to the filing of this Complaint.

4. The Plaintiff and Defendant were married on June 29, 1985 in Mahaffey, Clearfield County, Pennsylvania.

5. There have not been prior actions of divorce or for annulment between the parties.

6. The marriage is irretrievably broken.

7. There are two (2) minor children born of this marriage:

Megan Kathleen Struble, d.o.b. 4/30/87

Rachel Maureen Struble, d.o.b. 4/11/89

8. Plaintiff has been advised that counseling is available and that Plaintiff may have the right to request that the Court require the parties to participate in counseling.

WHEREFORE, the Plaintiff requests your Honorable Court to grant her a Decree of Divorce.

COUNT II - EQUITABLE DISTRIBUTION OF MARITAL PROPERTY

9. Paragraphs one (1) through eight (8) of this Complaint are incorporated herein by reference as though set forth in full.

10. That the Parties have acquired during the course of their marriage certain marital property and assets.

11. That the Parties have made no formal agreement as to the ultimate distribution or disposition of said property.

12. That the Plaintiff is entitled to an interest in the marital property.

WHEREFORE, the Plaintiff would request your Honorable Court to equitably divide, distribute or assign the marital property between the Parties.

I verify that the statements made in this 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.

Kimberly J. Struble
KIMBERLY J. STRUBLE, Plaintiff

DATE: Sept. 1, 2000

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Attorney for
Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared KIMBERLY L. STRUBLE, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Kimberly L. Struble
KIMBERLY L. STRUBLE, Plaintiff

SWORN and SUBSCRIBED before me this
1st day of September, 2000.

Nancy M. Smeal

NOTARIAL SEAL
NANCY M. SMEAL, Notary Public
Graham Township, Clearfield Co., PA
My Commission Expires May 4, 2002

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No.00-1088-CD Divorce

Kimberly L. Struble,
Plaintiff

vs.

Terry K. Struble,
Defendant

Affidavit Of Service

FILED

SEP 11 2000

11/28/00
William A. Shaw
Prothonotary

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

Law Offices
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
e-mail: bswlaw@penn.com
Writer's direct e-mail: awood@penn.com

RICHARD A. BELL
ANN B. WOOD
F. CORTEZ BELL, III

(814) 765-5537
FAX (814) 765-9730

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-1995 (Ret.)

OF COUNSEL:
DANIEL C. BELL

September 5, 2000

RE: Kimberly L. Struble, Plaintiff
vs. Terry K. Struble, Defendant
No. 00-1088-CD In Divorce

Terry K. Struble
P.O. Box 62
Mahaffey, PA 15757

Dear Terry:

Enclosed you will find a certified copy of the Divorce
Complaint which has been filed on behalf of Kimberly L. Struble

Very truly yours,

BELL, SILBERBLATT & WOOD

Ann B. Wood

Ann B. Wood

ABW/nms
Enclosure
Certified Mail No. 7099 3400 0002 7588 5012
Restricted Delivery
Return Receipt Requested
cc: Kimberly L. Struble

Law Offices
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
e-mail: bswlaw@penn.com
Writer's direct e-mail: awood@penn.com

RICHARD A. BELL
ANN B. WOOD
F. CORTEZ BELL, III

(814) 765-5537
FAX (814) 765-9730

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-1995 (Ret.)

OF COUNSEL:
DANIEL C. BELL

September 5, 2000

RE: Kimberly L. Struble, Plaintiff
vs. Terry K. Struble, Defendant
No. 00-1088 -CD In Divorce

Terry K. Struble
P.O. Box 62
Mahaffey, PA 15757

Dear Terry:

As per copy of the enclosed Local Rule of Court No. 1920.3 dated March 11, 1996, it will be necessary for you to attend and successfully complete the Child First Program at Concerns Counseling & Consultation as outlined in the enclosed brochure.

Failure on your part to successfully complete this program within sixty (60) days following filing of the Divorce Complaint will result in the action described in paragraph (f) of the enclosed Rule.

Arrangements to register for said seminar should be made no later than ten (10) days from receipt of this correspondence. This should be done by completing the Registration Form contained in the enclosed literature. You should contact Concerns Counseling & Consultation for available times.

If you have any questions, you should either consult your attorney, Concerns Counseling & Consultation at 814-371-1246 or you may contact the Court Administrator's Office at (814) 765-2641 ext. 32 anytime Monday thru Friday between the hours of 8:30 a.m. to 12:00 (noon) and 1:00 p.m. to 4:00 p.m.

Very truly yours,

BELL, SILBERBLATT & WOOD

Ann B. Wood

Ann B. Wood

ABW/nms
Enclosures
Certified Mail #7099 3400 0002 7588 5012
Restricted Delivery
Return Receipt Requested
cc: Kimberly L. Struble

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

KIMBERLY L. STRUBLE, : NO. 00-1088-CD
Plaintiff : Type of Case: DIVORCE
VS. :
TERRY K. STRUBLE, : Type of Pleading:
Defendant : Affidavit Of Service
: Filed on Behalf of:
: Kimberly L. Struble, Plaintiff
: Counsel of Record for this Party:
: Ann B. Wood, Esquire
: Supreme Court No. 23364
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: (814) 765-5537
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THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan Kathleen Struble, d.o.b. 4/30/87
Rachel Maureen Struble, d.o.b. 4/11/89

FILED

SEP 11 2000

William A. Shaw
Prothonotary

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

KIMBERLY L. STRUBLE, :
Plaintiff : NO. 00-1088-CD
VS. :
TERRY K. STRUBLE, :
Defendant :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

: SS.
COUNTY OF CLEARFIELD :
:

AND NOW, this 11th day of September, 2000, I, Ann B. Wood, Esquire, being duly sworn, do depose and say that on September 5, 2000, I served a certified copy of the Divorce Complaint and Child First Program brochure in the above captioned matter on Defendant, by causing the same to be deposited in the United States Mail at the United States Post Office located at 118 North Second Street, Clearfield, Pennsylvania 16830, postage prepaid, by Certified Mail No.7099 3400 0002 7588 5012, Restricted Delivery, Return Receipt Requested, addressed to:

Terry K. Struble
P.O. Box 62
Mahaffey, PA 15757

Copies of the covering letters, Receipt For Certified Mail, and the Return Receipt Card are attached hereto showing receipt on September 7, 2000.

BELL, SILBERBLATT & WOOD
By

Ann B. Wood
Ann B. Wood, Esquire

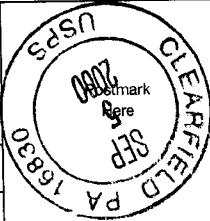
SWORN TO and SUBSCRIBED before
me this 11th day of September,
2000.

Nancy M. Smeal

NOTARIAL SEAL
NANCY M. SMEAL, Notary Public
Graham Township, Clearfield Co., PA
My Commission Expires May 4, 2002

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

Article Sent To:		
Terry K. Struble		
7099 3400 0002 7588 5012	Postage	\$.77
	Certified Fee	1.40
	Return Receipt Fee (Endorsement Required)	1.25
	Restricted Delivery Fee (Endorsement Required)	2.75
	Total Postage & Fees	\$ 6.17
Name (Please Print Clearly) (to be completed by mailer)		
Terry K. Struble		
Street, Apt. No.; or PO Box No.		
P.O. Box 62		
City, State, ZIP+4		
Mahaffey, PA 15757		
PS Form 3800, July 1999		
See Reverse for Instructions		

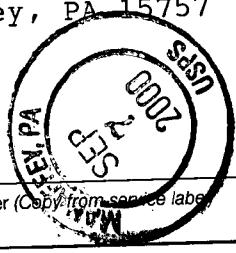


SENDER: COMPLETE THIS SECTION

- 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:

Terry K. Struble
P.O. Box 62
Mahaffey, PA 15757



COMPLETE THIS SECTION ON DELIVERY

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

Terry K. Struble

C. Signature

X Terry K. Struble

Agent

Addressee

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number (Copy from service label)

7099 3400 0002 7588 5012

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No.00-1008-CD Divorce

Kimberly L. Struble, Plaintiff

vs.

Terry K. Struble, Defendant

Praecipe To Transmit Record

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

KIMBERLY L. STRUBLE, : NO. 00-1088-CD
Plaintiff : Type of Case: DIVORCE
VS. :
TERRY K. STRUBLE, : Type of Pleading:
Defendant : Praecepice To Transmit Record
: Filed on Behalf of:
: Kimberly L. Struble, Plaintiff
: Counsel of Record for this Party:
: Ann B. Wood, Esquire
: Supreme Court No. 23364
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: (814) 765-5537
:
:
:

THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan Kathleen Struble, d.o.b. 4/30/87
Rachel Maureen Struble, d.o.b. 4/11/89

FILED

JAN 23 2001

William A. Shaw
Prothonotary

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

KIMBERLY L. STRUBLE,	:
Plaintiff	: NO. 00-1088-CD
VS.	:
TERRY K. STRUBLE,	:
Defendant	:

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

2. Date and manner of service of the Complaint:

Served on September 7, 2000 by Certified Mail, Restricted Delivery, Return Receipt Requested.

3. Date of execution of the Affidavit of Consent required by § 3301 (c) of the Divorce Code: by Plaintiff-January 22, 2001; by Defendant-January 11, 2001.

4. Date Plaintiff's Waiver of Notice in § 3301(c) Divorce was filed with the Prothonotary: January 23, 2001

Date Defendant's Waiver of Notice in § 3301 (c) Divorce was filed with the Prothonotary: January 23, 2001

5. Related Claims Pending: None

Ann B. Wood
Ann B. Wood, Attorney for Plaintiff

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No. 00-1088-CD Divorce

Kimberly L. Struble,
Plaintiff
vs.
Terry K. Struble,
Defendant

Affidavit Of Consent

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

KIMBERLY L. STRUBLE,
Plaintiff
VS.
TERRY K. STRUBLE,
Defendant

NO. 00-1088-CD
Type of Case: DIVORCE
Type of Pleading:
Affidavit Of Consent
Filed on Behalf of:
Kimberly L. Struble, Plaintiff
Counsel of Record for this Party:
Ann B. Wood, Esquire
Supreme Court No. 23364
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
(814) 765-5537

THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan Kathleen Struble, d.o.b. 4/30/87
Rachel Maureen Struble, d.o.b. 4/11/89

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

KIMBERLY L. STRUBLE, :
Plaintiff : NO. 00-1088-CD
VS. :
TERRY K. STRUBLE, :
Defendant :
:

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under § 3301 (c) of the Divorce Code was filed on September 5, 2000, and served on September 7, 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 after service of notice of intention to request entry of the decree.

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.A. § 4904 relating to unsworn falsification to authorities.

DATE: 1-22-01

Kimberly L. Struble
KIMBERLY L. STRUBLE, Plaintiff

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No. 00-1088-CD Divorce

Kimberly L. Struble,
Plaintiff
vs.

Terry K. Struble, Defendant

Waiver Of Notice Of Intention
To Request Entry Of A Divorce
Decree Under Section 3301(c)
Of The Divorce Code

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

KIMBERLY L. STRUBLE, : NO. 00-1088-CD
Plaintiff : Type of Case: DIVORCE
VS. : Type of Pleading:
TERRY K. STRUBLE, : Waiver Of Notice Of Intention
Defendant : To Request Entry Of A Divorce
: Decree Under §3301(c) Of The
: Divorce Code
: Filed on Behalf of:
: Kimberly L. Struble, Plaintiff
: Counsel of Record for this Party:
: Ann B. Wood, Esquire
: Supreme Court No. 23364
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
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THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan Kathleen Struble, d.o.b. 4/30/87
Rachel Maureen Struble, d.o.b. 4/11/89

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

KIMBERLY L. STRUBLE, :
Plaintiff : NO. 00-1088-CD
VS. :
TERRY K. STRUBLE, :
Defendant :
:

**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.A. §4904 relating to unsworn falsification to authorities.

Dated: 1-22-01

Kimberly L. Struble
KIMBERLY L. STRUBLE, Plaintiff

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No. 00-1088-CD Divorce

Kimberly L. Struble, Plaintiff
vs.

Terry K. Struble, Defendant

Affidavit Of Service

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

KIMBERLY L. STRUBLE, : NO. 00-1088-CD
Plaintiff : Type of Case: DIVORCE
VS. :
TERRY K. STRUBLE, : Type of Pleading:
Defendant : Affidavit Of Consent
: Filed on Behalf of:
: Kimberly L. Struble, Plaintiff
: Counsel of Record for this Party:
: Ann B. Wood, Esquire
: Supreme Court No. 23364
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: (814) 765-5537
:
:
:

THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan Kathleen Struble, d.o.b. 4/30/87
Rachel Maureen Struble, d.o.b. 4/11/89

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

KIMBERLY L. STRUBLE, Plaintiff : NO. 00-1088-CD
VS. :
TERRY K. STRUBLE, Defendant :
:

AFFIDAVIT OF CONSENT

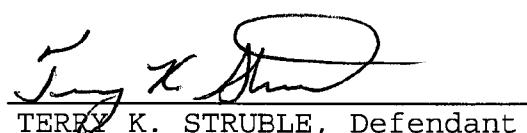
1. A Complaint in divorce under § 3301 (c) of the Divorce Code was filed on September 5, 2000, and served on September 7, 2000.

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 after service of notice of intention to request entry of the decree.

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.A. § 4904 relating to unsworn falsification to authorities.

DATE: 1-11-01



Terry K. Struble, Defendant

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No. 00-1088-CD Divorce

Kimberly L. Struble, Plaintiff

vs.

Terry K. Struble, Defendant

Waiver Of Notice Of Intention
To request Entry Of A Divorce
Decree Under Section 3301(c)
Of The Divorce Code

FILED

MO
cc
JAN 23 2001

William A. Shaw
Prothonotary

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

KIMBERLY L. STRUBLE, : NO. 00-1088-CD
Plaintiff : Type of Case: DIVORCE
VS. :
TERRY K. STRUBLE, : Type of Pleading:
Defendant : Wavier Of Notice Of Intention
: To Request Entry Of A Divorce
: Decree Under §3300(c) Of The
: Divorce Code
: Filed on Behalf of:
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: Counsel of Record for this Party:
: Ann B. Wood, Esquire
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THERE ARE TWO (2) MINOR CHILDREN BORN OF THIS MARRIAGE:

Megan Kathleen Struble, d.o.b. 4/30/87
Rachel Maureen Struble, d.o.b. 4/11/89

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

KIMBERLY L. STRUBLE, :
Plaintiff : NO. 00-1088-CD
VS. :
TERRY K. STRUBLE, :
Defendant :
:

**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.A. §4904 relating to unsworn falsification to authorities.

Dated: 1-11-01



TERRY K. STRUBLE, Defendant

Wood At
of Decree

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No. 00-1088-C'D Divorce

Kimberly L. Struble, Plaintiff

vs.

Terry K. Struble, Defendant

Divorce Decree

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KIMBERLY L. STRUBLE, :
Plaintiff : NO. 00-1088-CD
:
VS. :
:
TERRY K. STRUBLE, :
Defendant :
DIVORCE DECREE

AND NOW, the 24 day of January, 2001, the Plaintiff and Defendant having filed Affidavits of Consent stating that the marriage is irretrievably broken and that ninety (90) days have elapsed from the date of the service of this Complaint and Waivers of Notice of Intention to Request Entry of Divorce Decree having been filed;

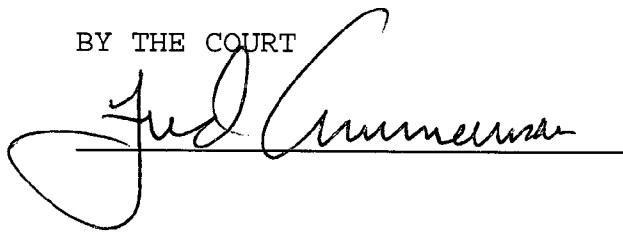
We, therefore, DECREE that KIMBERLY L. STRUBLE, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between herself and TERRY K. STRUBLE. Thereupon all the rights, duties or claims accruing to either of said parties in pursuance of said marriage, shall cease and determine, and each of them shall be at liberty to marry again as though they had never been heretofore married.

Certain Marital Settlement Agreement between the Parties dated January 12, 2001 is hereby approved and is incorporated herein by reference and is hereby adopted by the Court as its adjudication of all issues and claims raised herein and contained in said Agreement. Said Agreement shall not merge with, but shall survive this Decree.

ATTEST

BY THE COURT

Prothonotary



RECORD OF

DIVORCE

OR

ANNULMENT

(CHECK ONE)

COUNTY
Clearfield

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME Terry	(First) K.	(Middle)	(Last) Struble	2. DATE OF BIRTH 11/21/54
3. RESIDENCE P.O. Box 62, Mahaffey, Clearfield Co., PA 15757	Street or P.O. County State	City, Town, or Town County State	3. PLACE OF BIRTH Bellefonte, PA	
4. NUMBER OF THIS MARRIAGE 2	5. RACE WHITE <input checked="" type="checkbox"/>	NEGRO <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION Laborer

WIFE

8. MAIDEN NAME Kimberly	(First) L.	(Middle)	(Last) Latimer	9. DATE OF BIRTH 5/27/64
10. RESIDENCE P.O. Box 192, Mahaffey, Clearfield Co., PA 15757	Street or P.O. County State	City, Town, or Town County State	11. PLACE OF BIRTH Great Falls, MT	
12. NUMBER OF THIS MARRIAGE 1	13. RACE WHITE <input checked="" type="checkbox"/>	NEGRO <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION Guidance Counselor

15. PLACE OF THIS MARRIAGE Clearfield,	16. DATE OF THIS MARRIAGE 6/29/85						
17A. NUMBER OF CHILDREN THIS MARRIAGE 2	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 2	18. PLAINTIFF HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	OTHER (Specify) <input 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"/>	OTHER (Specify) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c) OF THE DIVORCE CODE	Marriage Irretrievably Broken Under Section 3301(c) OF THE DIVORCE CODE		
22. DATE OF DECREE (Month) 6	(Day) 2	(Year) PA	23. DATE REPORT SENT TO VITAL STATISTICS	(Month)	(Day)	(Year)	

24. SIGNATURE OF
TRANSCRIBING CLERK

In The Court Of Common Pleas
Of Clearfield County,
Pennsylvania Civil Action
No.00-1088-CD Divorce

Kimberly L. Struble, Plaintiff

vs.

Terry K. Struble, Defendant

MARITAL SETTLEMENT
AGREEMENT

FILED
11/13/00
JAN 23 2001
William A. Shaw
Prothonotary

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

JAN 23 2001

William A. Shaw
ProthonotaryMARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 12th day of January 2001, by and between TERRY K. STRUBLE, of P.O. Box 62, Mahaffey, Clearfield County, Pennsylvania 15757, hereinafter referred to as "Husband",

AND

KIMBERLY L. STRUBLE, of P.O. Box 192, Mahaffey, Clearfield County, Pennsylvania 15757, hereinafter referred to as "Wife".

WITNESSETH

WHEREAS, the Parties hereto were married on June 29, 1985; and,

WHEREAS, two (2) children were born to this marriage, namely, Megan Kathleen Struble, d.o.b. 4/30/87, age 13 and Rachel Maureen Struble, d.o.b. 4/11/89, age 11; and,

WHEREAS, the Parties have encountered marital difficulties; and,

WHEREAS, the Parties hereto intend to separate following the execution of this Agreement; and,

WHEREAS, the Parties desire to settle their various affairs.

NOW, THEREFORE, in consideration of the mutual promises, covenants and exchanges of property as hereinafter set forth, the Parties, intending to be legally bound hereby, do covenant and agree as follows:

1. AGREEMENT NOT A BAR TO DIVORCE PROCEEDINGS: This Agreement shall not be considered to affect or bar the right of Wife or Husband to a divorce on lawful grounds if such grounds now

exist or shall hereafter exist or to such defense as may be available to either party. This Agreement is not intended to condone and shall not be deemed to be a condonation on the part of either party hereto or any act or acts on the part of the other party which have occasioned the disputes or unhappy differences which have occurred prior to or which may occur subsequent to the date hereof. The Parties intend to secure a Mutual Consent Divorce pursuant to the provisions of Section 3301(c) of The Divorce Code of 1980, as amended.

2. ALIMONY: The Parties agree, after consideration of their lifestyle and the earning capacity of each Party, the duration of their marriage, the assets and liabilities of the Parties, the needs of the Parties, and the distribution of their property as hereinafter set forth, that neither Party shall make any claim for or payment of spousal support, alimony pendent lite or alimony to the other at the present time or at any future time before or after the filing of a Divorce Complaint. The Parties both recognize and understand that the failure to raise any claim for alimony as part of this Divorce proceeding bars the later raising of said claim.

3. 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 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 hereinafter contracted or incurred by either one of them, except as expressly provided in this Agreement.

4. MUTUAL RELEASE: Subject to the provisions of this Agreement, each Party has released and discharged and by this Agreement does for himself or for herself, or for his or her heirs, legal representatives, Executors, Administrators and assigns, releases and discharges the other of and from all causes of action, claims, rights or demands, whatsoever, in law or equity, which either of the Parties ever had or now has against the other, except any and all cause or causes of action for divorce and except for any and all causes of action for breach of any provisions of this Agreement.

5. DIVISION OF PERSONAL PROPERTY: The Parties have agreed to the equitable division of their personal property as follows:

(a) It is agreed that each Party shall be entitled to keep their clothing and other personal effects without any claim being made upon these items by the other.

(b) The Parties agree that the furnishings and contents of the Parties' residence will be equitably divided between the Parties and that each Party will take those items as agreed.

(c) The Wife shall take the 1998 Chevrolet Blazer and shall take full responsibility for

payments on a car loan covering this vehicle with GMAC and agrees to hold the Husband harmless on the same. The Husband shall sign the vehicle title over to the Wife upon payment of the outstanding loan.

(d) The Husband shall take the 1987 F-150 Ford Truck and the Wife shall sign the title over to the Husband as promptly as possible following the signing of this Agreement.

(e) The Parties shall split the balance of any joint bank accounts, except as hereinafter listed, upon the signing of this Agreement and shall thereafter maintain their own personal accounts.

(f) The Wife has a retirement plan through her work. The Husband shall make no claims upon the retirement account of the Wife.

(g) The Parties have a total of approximately of Eighteen Thousand (\$18,000.00) Dollars invested in mutual funds through Advantage Capital which shall be turned over to the Husband on or before the signing of this Agreement to be his absolutely.

(h) The Parties have outstanding liabilities on credit cards to Providian, Discover Card,

and a Chase Mastercard. The Parties agree that the cards shall be frozen as to future joint use and that thereafter each Party shall secure their own credit cards, if desired. The Husband shall be responsible for paying the remaining outstanding balances on the above named existing accounts and shall hold the Wife harmless for the same.

6. REAL ESTATE: The Parties are the owners of a house located on Panther Alley in Mahaffey, Pennsylvania, which is titled in both names and have agreed to equitably divide that asset as follows:

(a) The Parties agree that the Wife shall be entitled to retain possession and ownership of the family home. The Parties further agree that the Wife shall take full responsibility for the outstanding Mortgage with County National Bank on said property. The Parties further agree that the Husband shall execute a Deed conveying his interest in the marital home to the Wife at the time of the sale of the house or at the time the current mortgage is paid off, whichever shall first occur. The Wife will pay the Husband, or his Estate, the amount of Fifteen Thousand (\$15,000.00) Dollars, which payment shall be made upon the sale of the

house or within six (6) months of payoff of the current mortgage. Husband, or his personal representative, shall execute a deed to the Wife or any third party purchasers to be exchanged for said payment.

7. CUSTODY: The Parties agree to the joint and shared legal custody of their children, Megan Kathleen Struble and Rachel Maureen Struble, with primary physical custody to be with the Wife and periods of partial custody in the Husband to be exercised at such times as the Parties may agree.

8. CHILD SUPPORT: The Parties agree that the Husband shall pay Two Hundred Fifty (\$250.00) Dollars per month as child support for a period of four (4) years. Thereafter, it shall be at the discretion of the Wife, should she desire to file with Domestic Relations at a future time wherein the Parties agree that the guideline amounts would then apply. The Parties agree that the Wife shall maintain the children on her health insurance policy. Wife may seek earlier payment through the Domestic Relations Office if Husband fails to make the agreed upon payments. Should Wife chose to file with Domestic Relations for any other reason during the four (4) year period, the Parties agree that she will then assume responsibility to pay one-half ($\frac{1}{2}$) of the then remaining credit card debt being assumed by the Husband under Paragraph 5(h) hereunder.

9. 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. property not constituting a part of the marital estate.

10. 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.

11. WAIVER OF CLAIM AGAINST ESTATE: Each Party hereby waives and relinquishes any and all rights he or she may now have or hereinafter 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 estate including, without limitation, dower, curtesy, statutory allowance, widows' allowance, right to take property under equitable distribution, right to take by intestacies, right to take against the Will of the other and the 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 relinquish-

ment of all such rights, interests and claims hereby eliminating any and all rights that the Parties may have against each other in any nature whatsoever except those rights as the Parties may have created under this Agreement.

12. LEGAL REPRESENTATION: Each Party hereby acknowledges that they have been informed of their right to be represented by their own, independent counsel during the course of the Divorce proceeding and the negotiation and signing of this Agreement. Wife has chosen to be represented by Ann B. Wood, Esquire. Husband has chosen to proceed without representation by legal counsel. Each Party shall be responsible for the payment of their own counsel fees.

13. VOLUNTARY EXECUTION: Each Party acknowledges that this Agreement is being entered into voluntarily and is not the result of any duress or any undue influence.

14. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertaking other than those expressly set forth.

15. 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.

16. DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience only. They should have no effect whatsoever to determining the rights or obligations of the Parties.

17. INDEPENDENT AND 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 covenant and Agreement.

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

19. 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.

20. ADDITIONAL INSTRUMENT: 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, including deeds, vehicle titles and sales tax forms and any and all other forms which may be required to effect said transfer of vehicles and/or property.

21. CONSTRUCTION: This Agreement is being prepared by Ann B. Wood, Attorney for Wife, as a convenience and accommodation to all parties. This fact shall not have any significance in the construction or interpretation of the terms of this Agreement.

22. ENTRY AS PART OF THE DECREE: It is the intention of the Parties that a copy of this Agreement shall be incorporated by reference as though fully set forth therein into the decree of final divorce at such time as one of the Parties may file in complete settlement of their marital economic and child custody issues. This incorporation, however, shall not be regarded as a merger; it being the intention of the Parties to permit and cause this Agreement to survive any judgment or decree.

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

Terry K. Struble
TERRY K. STRUBLE

Kimberly L. Struble
KIMBERLY L. STRUBLE

COMMONWEALTH OF PENNSYLVANIA : : SS:
COUNTY OF CLEARFIELD : :

On this, the 12th day of January, 2001, before me, the undersigned officer, personally appeared, TERRY K. STRUBLE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that he has executed the same for the purposes therein contained.

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

Jill A. Vokes



COMMONWEALTH OF PENNSYLVANIA : : SS:
COUNTY OF CLEARFIELD : :

On this, the 22nd day of January, 2001, before me, the undersigned officer, personally appeared, KIMBERLY L. STRUBLE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that she has executed the same for the purposes therein contained.

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

Nancy M. Smeal

