

00-1172-CD

Larry Cantara vs Debra Cantara

00

00-1172-CD

Larry M. Cantara vs. Debra A. Cantara

copy to clia

ELIZABETH CUNNINGHAM
ATTORNEY AT LAW
26 SOUTH SECOND STREET
CLEARFIELD, PA 16830

CERTIFIED COPY

ATTORNEY FOR

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

LARRY M. CANTARA,
Plaintiff

v.s.

DEBRA A. CANTARA,
Defendant

: No. 00-1172-cd

: Type of Case: DIVORCE

: Type of Pleading: COMPLAINT

: Filed on Behalf of:

: Plaintiff, LARRY M. CANTARA

: Counsel of Record for
This Party:

: Elizabeth Cunningham, Esquire
: 26 South Second Street
: Clearfield, PA 16830

: (814) 765-1524

: Supreme Court No. 26899

Roger Cantara: DOB 10/24/86 - Age 13

William Cantara: DOB 11/11/82 - Age 17

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

FILED

SEP 19 2000

6/11:54 AM

William A. Shaw PP
Prothonotary

1 CERT TO ATTY

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

LARRY M. CANTARA,
Plaintiff

v.s. No.

DEBRA A. CANTARA,
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 in divorce or annulment may be entered against you by the court. A judgment may also be entered against you for any other claim or relief requested in these papers by the Plaintiff. You may lose money or property or other rights important to you, including custody or visitation of your children.

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

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

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

Court Administrator
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641, Ext. 50-51

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

LARRY M. CANTARA,
Plaintiff

v.s. No.

DEBRA A. CANTARA,
Defendant

C O M P L A I N T

AND NOW, comes the Plaintiff, LARRY M. CANTARA, who by and through his attorney, Elizabeth Cunningham, Esquire, files this Complaint and avers as follows:

COUNT I - DIVORCE/IRRETRIEVABLE BREAKDOWN

1. That the Plaintiff is LARRY M. CANTARA, an adult individual, who presently resides at P.O. Box 262, Grassflat, Clearfield County, Pennsylvania 16839.
2. That the Defendant is DEBRA A. CANTARA, an adult individual, who presently resides at P.O. Box 136, Allport, Clearfield County, Pennsylvania 16821.
3. That the Plaintiff and Defendant have been bona fide residents in the Commonwealth of Pennsylvania for at least six (6) months immediately prior to filing this Complaint.
4. That the Plaintiff and Defendant were married on April 24, 1986.
5. That there is one (1) minor child born to the marriage; namely, Roger Cantara (d.o.b. 10/24/86) and one (1) minor child by adoption; namely, William Cantara (d.o.b. 11/11/82).
6. That there has been no prior action for divorce or annulment instituted by either of the parties in this or any other jurisdiction.

7. That the marriage is irretrievably broken.

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.

COUNT II - EQUITABLE PROPERTY DISTRIBUTION

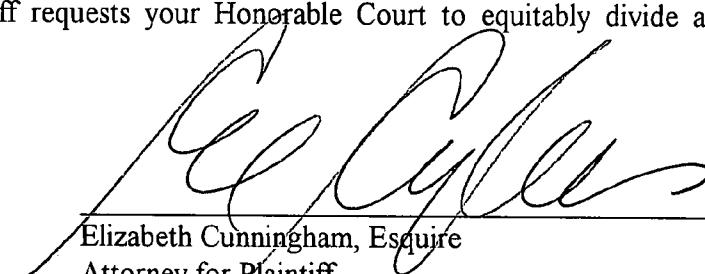
9. That Paragraph 1 through 8 of this Complaint are incorporated herein by reference as though set forth in full.

10. That Plaintiff and Defendant have legally and beneficially acquired both real and personal property during the course of their marriage.

11. That Plaintiff and Defendant have been unable to agree as to an equitable distribution of said marital property as of the date of the filing of this Complaint.

12. That a full and complete inventory and appraisement of all property owned or possessed by the Plaintiff will be filed as a matter of record in accordance with the Divorce Code Rules of Court applicable thereto.

WHEREFORE, Plaintiff requests your Honorable Court to equitably divide all marital property.

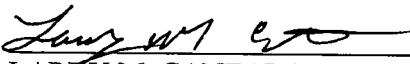


Elizabeth Cunningham, Esquire
Attorney for Plaintiff

VERIFICATION

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

Date: 9/19/00


LARRY M. CANTARA

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

LARRY M. CANTARA,
Plaintiff

v.s.

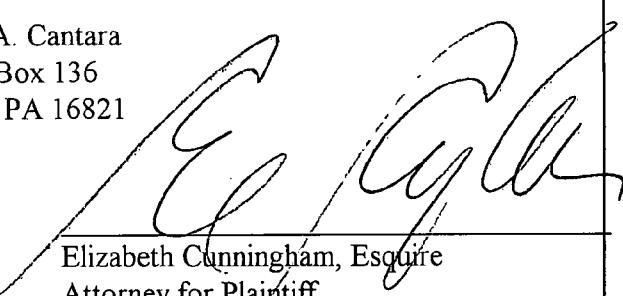
No. 00-1172-CD

DEBRA A. CANTARA,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that this 19th day of September, 2000, a true and certified copy of the Complaint in Divorce together with the Children First information was served by U.S. Certified First Class Mail, postage prepaid, to:

Debra A. Cantara
P.O. Box 136
Allport, PA 16821


Elizabeth Cunningham, Esquire
Attorney for Plaintiff

Date: September 27, 2000

FILED

OCT 04 2000
018:55/acs
William A. Shaw
Prothonotary

FILED

OCT 04 2000

William A. Shaw
Prothonotary



ELIZABETH CUNNINGHAM
ATTORNEY AT LAW
26 SOUTH SECOND STREET
CLEARFIELD, PA 16830

CERTIFIED COPY

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ATTORNEY FOR

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

LARRY M. CANTARA,
Plaintiff

vs.

DEBRA A. CANTARA,
Defendant

No. 00-1172-CD

Type of Case: **DIVORCE**

Type of Pleading: **PRAECIPE TO
TRANSMIT RECORD**

Filed on Behalf of:

Plaintiff, **LARRY M. CANTARA**

Counsel of Record for
This Party:

Elizabeth Cunningham, Esquire
26 South Second Street
Clearfield, PA 16830

(814) 765-1524

Supreme Court #26899

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

FILED

DEC 21 2000

*William A. Shaw
Prothonotary*

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

LARRY M. CANTARA,
Plaintiff

v.s.

No. 00-1172-CD

DEBRA A. CANTARA,
Defendant

PRAECIPE TO TRANSMIT RECORD

To the Prothonotary:

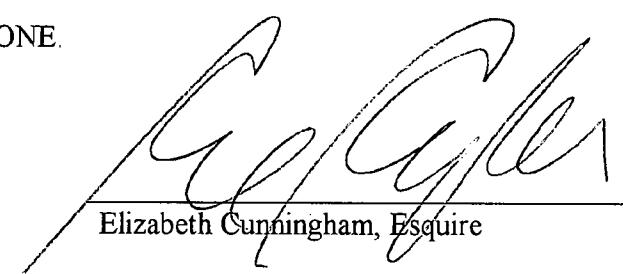
Transmit the record, together with the following information, to the Court for entry
of a Divorce Decree:

1. Grounds for divorce: Irretrievable breakdown under Section 3301(c) of the
Divorce Code.

2. Date and manner of service of Complaint: September 19, 2000, Complaint
mailed Certified, Restricted Delivery.

3. Date of execution of the Affidavits of Consent required by Section 3301(c) of the
Divorce Code: By Plaintiff, December 19, 2000; by Defendant, December 19, 2000.

4. Related claims pending: NONE


Elizabeth Cunningham, Esquire

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

LARRY M. CANTARA,
Plaintiff

v.s.

No. 00-1172-CD

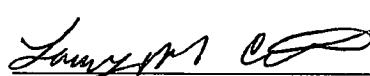
DEBRA A. CANTARA,
Defendant

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on September 19, 2000.
2. The marriage of plaintiff and defendant is irretrievably broken and ninety days have elapsed from the date of filing of the Complaint.
3. I consent to the entry of a final decree in 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 subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Date: 12/19/00


LARRY M. CANTARA, Plaintiff

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

LARRY M. CANTARA,
Plaintiff

v.s.

No. 00-1172-CD

DEBRA A. CANTARA,
Defendant

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

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

1. I consent to the entry of a final decree in 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. §4904 relating to unsworn falsification to authorities.

Date: 12/19/00


Plaintiff

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

LARRY M. CANTARA,
Plaintiff

v.s.

No. 00-1172-CD

DEBRA A. CANTARA,
Defendant

AFFIDAVIT OF CONSENT

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on September 19, 2000.
2. The marriage of plaintiff and defendant is irretrievably broken and ninety days have elapsed from the date of filing of the Complaint.
3. I consent to the entry of a final decree in 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 subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Date: 12-19-00



DEBRA A. CANTARA, Defendant

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

LARRY M. CANTARA,
Plaintiff

v.s.

No. 00-1172-CD

DEBRA A. CANTARA,
Defendant

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

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

1. I consent to the entry of a final decree in 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. §4904 relating to unsworn falsification to authorities.

Date: 12-19-00

Debra A. Cantara
Defendant

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

LARRY M. CANTARA,
Plaintiff

v.s.

No. 00-1172-CD

DEBRA A. CANTARA,
Defendant

DIVORCE DECREE

NOW, this 21 day of December 2000, a Complaint in Divorce having been filed in the above-captioned matter on September 19, 2000, and the Court having been presented with Affidavits of Consent executed by both parties to this action, the Court hereby enters this following Decree:

That LARRY M. CANTARA and DEBRA A. CANTARA be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted by themselves and that the rights, duties or claims accruing to either of the 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; it is further Order of this Court that the Agreement entered into between the parties shall be incorporated as a portion of this Court Order and Decree, and it is directed that a copy of said Agreement shall be attached to the Decree and incorporated therein as if the same were completely set forth in the body of the Decree.

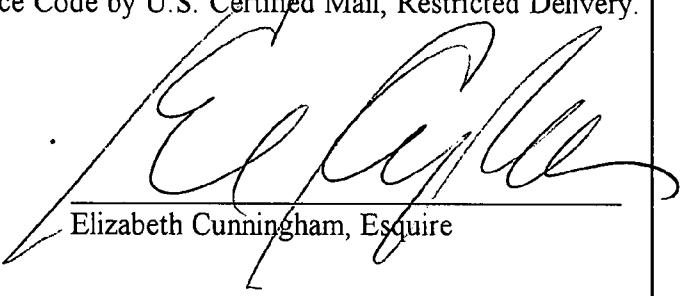
BY THE COURT,



AFFIDAVIT OF SERVICE

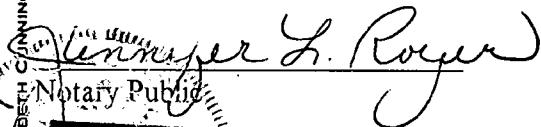
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD

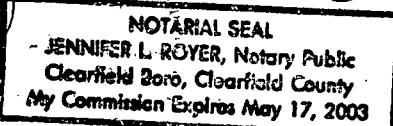
I, ELIZABETH CUNNINGHAM, ESQUIRE, Attorney for the Plaintiff, LARRY M. CANTARA, do hereby state that Defendant, DEBRA A. CANTARA, was served the Complaint under Section 3301(c) of the Divorce Code by U.S. Certified Mail, Restricted Delivery. (See attached copies of receipts.)


Elizabeth Cunningham, Esquire

Sworn to and subscribed before me
this 19th day of December 2000.

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA


Jennifer L. Royer
Notary Public


NOTARIAL SEAL
- JENNIFER L. ROYER, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 17, 2003

ur RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete Items 1 and/or 2 for additional services.
- Complete Items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

Debra A. Cantara
P.O. Box 136
Allyert, PA 16821

5. Received By: (Print Name)

Debra A. Cantara

6. Signature: (Addressee or Agent)

4a. Article Number:

70293400001678833785

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

9-25-00

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

102595-97-B-0179 Domestic Return Receipt

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
7099	3785
3400	0016
7883	3785
Postage	\$ 55
Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 320
Recipient's Name (Please Print Clearly) (to be completed by mailer)	
Cantara	
Street, Apt. No.; or PO Box No.	
16821	
City, State, Zip+4	
PS Form 3800, February 2000	
See Reverse for Instructions	

CLEARFIELD PA
Postmark
16830
CSPS

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL STATISTICS

RECORD OF				STATE FILE NUMBER					
DIVORCE		OR	ANNULMENT		STATE FILE DATE				
(CHECK ONE)		<input checked="" type="checkbox"/>	(CHECK ONE)		<input type="checkbox"/>				
HUSBAND									
1. NAME Larry		(First)	(Middle)	(Last)	2. DATE OF BIRTH		(Month)	(Day)	(Year)
3. RESIDENCE P.O. Box 262, Grassflat, PA 16839		Street or R.D.	City, Borough, or Twp.	County	3. PLACE OF BIRTH		(State or Foreign Country)		
4. NUMBER OF THIS MARRIAGE 1		5. RACE WHITE <input checked="" type="checkbox"/>	NEGRO <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	6. USUAL OCCUPATION Production Worker				
WIFE									
7. MAIDEN NAME Seager		(First)	(Middle)	(Last)	8. DATE OF BIRTH		(Month)	(Day)	(Year)
9. RESIDENCE P.O. box 136, Allport, PA 16821		Street or R.D.	City, Borough, or Twp.	County	10. PLACE OF BIRTH		(State or Foreign Country)		
11. NUMBER OF THIS MARRIAGE 3		12. RACE WHITE <input checked="" type="checkbox"/>	NEGRO <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	13. USUAL OCCUPATION Teacher's Aid				
14. PLACE OF THIS MARRIAGE York, PA					15. DATE OF THIS MARRIAGE 4		(Month)	(Day)	(Year)
16. NUMBER OF CHILDREN THIS MARRIAGE 1		17. NUMBER OF DEPENDENT CHILDREN UNDER 18 1	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 <input type="checkbox"/>					21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)				
22. DATE OF DECREE (Month)		(Day)			23. DATE REPORT SENT TO VITAL STATISTICS (Month)		(Day)		
24. SIGNATURE OF TRANSCRIBING CLERK									

MARRIAGE SETTLEMENT AGREEMENT

00-1172-CD

THIS AGREEMENT made between LARRY M. CANTARA, who currently resides P.O. Box 262, Grassflat, Clearfield County, Pennsylvania, hereinafter referred to as "Husband,"

AND

DEBRA A. CANTARA, who currently resides at P.O. Box 136, Allport, Clearfield County, Pennsylvania, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties were married on April 24, 1987; and

WHEREAS, the parties desire to settle their property rights permanently and for all times; and

WHEREAS, both parties agree to relinquish any and all claims which either may have against any property now owned or belonging to the other or which may hereafter be acquired by either of them by purchase, gift, devise, bequest, inheritance or otherwise, except as to the obligations, covenants and agreements contained herein.

NOW THEREFORE, the parties intending to be legally bound do covenant and agree:

1. **Desire of the Parties** - It is the desire of the parties, after long and careful consideration, to amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, including property heretofore or subsequently acquired by either party, and to settle all disputes existing between them, including any and all claims for

Wife's and/or Husband's maintenance and/or for support, alimony, counsel fees and costs, custody and equitable distribution.

2. Debts/Indemnification - Each party warrants to the other that he or she has not incurred any debt, obligation, or other liability, other than those described in this Agreement, on which the other party is or may be liable, and each party covenants and agrees that if any claim, action, or proceeding is hereafter brought seeking to hold the other party liable, act or omission of such party, such party will, at his or her sole expense, defend the other party against any such claim or demand, whether or not well-founded, and that he or she will indemnify and hold harmless the other party therefrom.

3. Mutual Release - Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself and herself and his or her heirs, legal representatives, executors, administrators and assigns release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce and except any or all causes of action for breach of any provision of this Agreement.

4. Interference - Each party shall be free from interference, authority and contact by the other as fully as if he or she were single and unmarried except as may be necessary to carry out the provisions of this Agreement. Neither party shall molest the other or attempt to endeavor to molest the other, nor compel the other to cohabit with the other, nor in any way harass or malign the other, nor in any way interfere with the peaceful existence, separate and apart from the other.

5. Alimony - Husband and Wife agree to waive all their right, title and interest which each party may have against the other party for alimony.

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

6. Division of Property - Upon compliance with the terms of this Agreement, the parties hereby agree to divide their property as follows:

a) Personal

Husband and Wife agree that all personal property currently in his or her possession shall remain the sole and exclusive property of that party.

b) Certificates of Deposit

1) Husband agrees to relinquish all his right, title and interest in and to the Certificate of Deposit with an approximate value of \$5,500.00, and further agrees that the said Certificate of Deposit shall become the sole property of the Wife.

2) Wife agrees to relinquish all her right, title and interest in and to the Certificate of Deposit with an approximate value of \$5,800.00, and further agrees that the said Certificate of Deposit shall become the sole property of the Husband.

c) Vehicles

1) Husband agrees to relinquish all his right, title and interest in and to the 1994 Mercury Wagon, and further agrees that said vehicle shall become the sole property of the Wife.

2) Wife agrees to relinquish all her right, title and interest in and to the 1989 Ford Truck, and further agrees that the said vehicle shall become the sole property of the Husband.

d) 401K

1) Wife agrees to relinquish all her right, title and interest in and to Husband's 401K identified as the Corning Incorporated Investment Plan and further agrees that the said 401K Investment Plan shall become the sole property of the Husband. In return, Husband shall pay to Wife the sum of Twenty Thousand (\$20,000.00) Dollars in one lump sum payment. Said payment shall be made to Wife within fifteen (15) days of the execution of this Agreement. There shall be no interest due with respect to this lump sum payment. The parties acknowledge this payment of \$20,000.00 to be the value of Wife's equitable interest in Husband's Corning Incorporated Investment Plan.

e) Real Estate

1) Wife agrees to relinquish all her right, title and interest in and to the marital property located in Grassflat, Clearfield County, Pennsylvania, and that the said property shall be conveyed to Husband by Deed executed by Wife at the time of the signing of this Agreement. The parties agree that the Deed shall not be recorded until such time as the Wife has received payment as referred to in subparagraph (2) below. Husband agrees that he shall make a good faith effort to have Wife's name removed as co-mortgagor. However, in the event Husband is unable to obtain refinancing, Husband agrees that he shall be responsible for any and all mortgage payments as they become due and owing. Husband agrees to indemnify Wife and hold her harmless from any of the said debts, liabilities and/or obligations. Husband further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the Wife liable, Husband will at his expense defend the Wife against any such claim or demand, whether or not well-founded.

2) In return for the aforesaid conveyance, Husband shall pay to Wife the sum of Five Thousand Two Hundred Fifty (\$5,250.00) Dollars which the parties acknowledge to be the value of Wife's equitable interest in the said real estate. Said payment shall be made to Wife within fifteen (15) days of the execution of this Agreement.

7. Custody and Visitation - Husband and Wife agree that primary physical care, custody and control of the parties' children, Roger Cantara (d.o.b. 10/24/86) and William Cantara (d.o.b. 10/12/82) shall be with the Wife and that Husband and Wife shall share joint legal custody. The parties further agree that Husband shall have liberal periods of partial custody and visitation as agreed upon between the parties.

8. Debts and Obligations

a) Husband and Wife agree that Husband shall assume sole responsibility and shall make payments as they become due and owing on the balance of the following debt and obligation as of the date of separation which occurred on or about July 4, 2000:

- 84 LUMBER ACCOUNT #6012501841056518

Husband agrees to indemnify Wife and hold her harmless from any of the said debts, liabilities and/or obligations. Husband further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the Wife liable, Husband will at his expense defend the Wife against any such claim or demand, whether or not well-founded.

b) Husband and Wife agree that Wife shall assume sole responsibility and shall make payments as they become due and owing on the balance of the following debt and obligation as of the date of separation which occurred on or about July 4, 2000:

- KEYSTONE FINANCIAL LINE OF CREDIT

Wife agrees to indemnify Husband and hold him harmless from any of the said debts, liabilities and/or obligations. Wife further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the Husband liable, Wife will at her expense defend the Husband against any such claim or demand, whether or not well-founded.

9. Documents - Husband and Wife agree that all documents necessary to effectuate the transfer of any of the above provisions shall be signed prior to or at the time of the signing of this Agreement.

10. Attorney's Fees - Husband and Wife agree that each shall be responsible for his or her own attorney's fees incurred as a result of this action.

11. Divorce - Husband and Wife agree to cooperate in obtaining a no-fault divorce under Section 3301(c) of the Divorce Code in this divorce action in the Clearfield County Court of Common Pleas and further agree that each party shall sign the appropriate Consent forms and related documents Ninety (90) days after filing and service of the Complaint.

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

12. Waiver of Claims Against Estates - Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction; the right to share in the property of the estate of the other as a result of the marital relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance; the right to take property under equitable distribution; the right to take under the intestacy laws; the right to take against the Will of the other, and 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 relinquishment of all such interests, rights and claims.

13. Intended Tax Result - By this Agreement, the parties have intended to effect an equal division of their marital property. The parties have determined that an equal division of such property conforms to a just and right standard with due regard to the rights of each party. The division of existing marital property is not (except as expressly provided in this Agreement) intended by the parties to constitute in any way a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

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

15. Breach - If either party breaches any provision of this Agreement, the other party shall have the right, at his or her election, to sue for damages for such breach, or seek such other remedies or relief as may be available to him or her, and the party breaching this contract

shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this Agreement.

16. Additional Instruments - Each of the parties shall from time to time at the request of the other execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

17. Voluntary Execution - The parties hereby acknowledge that this Agreement has been prepared by Elizabeth Cunningham, Attorney for Husband. The parties declare that each has had a full and fair opportunity to obtain independent legal advice of counsel of his or her selection; that Wife, cognizant of her right to legal representation, confirms that it is and has been her express, voluntary and knowing intention not to avail herself of the right to counsel. Wife further acknowledges that she chooses instead to represent herself with respect to the preparation and execution of this Agreement. Husband and Wife further declare that each is executing this Agreement freely and voluntarily, having obtained such knowledge and disclosure of the parties' respective assets, liabilities, legal rights and obligations and that each acknowledges that this Agreement is fair and equitable and is not the result of any fraud, coercion, duress, undue influence or collusion.

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

18. Entire Agreement - This Agreement contains the entire understanding of the parties and there are no representations or warranties, covenants or undertakings other than those expressly set forth herein.

19. 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.

20. 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.

21. Independent Separate Covenants - It is specifically understood and agreed by and between the parties hereto that each paragraph hereto shall be deemed to be a separate and independent covenant and agreement.

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

23. Entry as Part of Decree - This Agreement shall be embodied by and made part of any judgment or decree of final divorce.

ELIZABETH CUNNINGHAM, CLEARFIELD, PENNSYLVANIA

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

19th day of December 2000.

Jennifer L. Royer
Witness

as to both
Witness

Larry M. Cantara
LARRY M. CANTARA

Debra A. Cantara
DEBRA A. CANTARA

FILED

No
ca

10/22/00
DEC 21 2000

William A. Shaw
Prothonotary

CERTIFIED COPY.

ELIZABETH CUNNINGHAM
ATTORNEY AT LAW
26 SOUTH SECOND STREET
CLEARFIELD, PA 16830

.....
ATTORNEY FOR

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

LARRY M. CANTARA,

*

PLAINTIFF

*

No. 00-1172-CD

VS.

*

DEBRA A. CANTARA,

*

DEFENDANT

*

NOTICE OF ELECTION TO RETAKE MAIDEN NAME

Notice is hereby given that DEBRA A. CANTARA having been granted a Final Decree in divorce from the bonds of matrimony on the 21st day of December, 2000, a true and correct copy attached hereto as Exhibit "A", hereby elects to retake and hereafter use her previous name of DEBRA A. SEAGER.

DATED: 1-23-01

② Debra A. Cantara
DEBRA A. CANTARA

TO BE KNOWN AS:

③ Debra A. Seager
DEBRA A. SEAGER

STATE OF ~~GEORGIA~~ Pennsylvania

COUNTY OF Clearfield

) :SS

On the 23 day of January, 2001, before me a Notary Public personally appeared DEBRA A. CANTARA, to be known as DEBRA A. SEAGER, known to me to be the person whose name is subscribed to the within document and acknowledged that she executed the foregoing for the purpose therein contained.

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


N.P.

FILED

JAN 25 2001

William A. Shaw
Prothonotary

2
FILED

CC
JAN 25 2001

Atty
William A. Shaw
Prothonotary

Atty J. Thompson
pd. 10.00

4 Certificates to
Atty Thompson

COPY

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

Larry M. Cantara
Plaintiff

Case No. 00-1172-CD

Debra A .Cantara
Defendant

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in Divorce in Divorce from the bonds of matrimony has been granted in the above captioned matter on the 21st day of December, 2000 and that the Defendant Debra A. Cantara hereby elects to retake and hereafter use her prior name of Debra A. Seager, and gives this written notice avowing her intention in accordance with the provisions of 54 Pa.C.S.A. Section 704.

/s/ _____
Debra A. Cantara

TO BE KNOWN AS:

/s/ _____
Debra A. Seager

Certified from the record this
25th day of January, 2001

William A. Shaw, Prothonotary