

00-1181-CD
Donna Huffman vs David Huffman



05-1181-CD
Donna L. Huffman vs. David C. Huffman

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

DONNA L. HUFFMAN,
Plaintiff
vs.
DAVID C. HUFFMAN,
Defendant
:

DIVORCE ACTION
:

No. 00-1181-cp
:

Type of Pleading: Complaint of Divorce
:

Filed on behalf of Donna L. Huffman,
Plaintiff.
:

Counsel of Record for this party:
:

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court I.D. No. 83998
:

900 Beaver Drive
DuBois, Pennsylvania 15801
:

(814) 375-0300

Three minor children:

Anna Huffman, date of birth: 12/6/84
Patricia Huffman, date of birth: 3/18/86
Michelle Huffman, date of birth: 7/31/87

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FILED

SEP 21 2000

01 10:00 AM

William A. Shaw

Prothonotary

PO 95-

BY ATTY

2 CENTS TO ATTY

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

DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. :
: No.
DAVID C. HUFFMAN, :
Defendant :
:

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. You may lose money or property or other rights important to you, including custody or visitation of your children.

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available in the Office of the Prothonotary at Second and Markets Streets, Clearfield, PA 16830.

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

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

Keystone Legal Services
P.O. Box 950
Clearfield, Pennsylvania 16830
(800) 326-9177

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

DONNA L. HUFFMAN, Plaintiff : DIVORCE ACTION
vs. : No.
DAVID C. HUFFMAN, Defendant : .

COMPLAINT OF DIVORCE

COUNT I
3301(c)

1. Plaintiff is Donna L. Huffman, who currently resides at 513 S. Brady Street, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendant is David C. Huffman, who currently resides at 40 Overlook Drive, DuBois, Clearfield County, Pennsylvania 15801.
3. Both Plaintiff and Defendant have been residents of the Commonwealth of Pennsylvania, for at least six months immediately previous to the filing of this Complaint.
4. The Plaintiff and Defendant were married on July 7, 1984 in Titusville, Crawford County, Commonwealth of Pennsylvania.
5. Plaintiff affirms that neither she nor Defendant are currently in the military service of the United States or its allies as defined by the Soldiers' and Sailors' Relief Act of 1940, as amended.
6. There are three children born of this marriage: Anna Huffman, date of birth: December 6, 1984; Patricia Huffman, date of birth: March 18, 1986; and Michelle Huffman, date of birth: July 31, 1987.

7. There have been no prior actions of divorce or for annulment between the parties.
8. The marriage is irretrievably broken.
9. 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, Plaintiff requests the Court to enter an Order dissolving the marriage between Plaintiff and Defendant and for such other and further relief as the Court deems just and equitable.

COUNT II
Equitable Distribution

10. The Plaintiff incorporates paragraphs 1 through 9 of this Complaint by reference and makes them a part hereof.

11. Plaintiff and Defendant have legally and beneficially acquired property, both real and personal, during their marriage, all of which property is "marital property."

12. Plaintiff and Defendant have been unable to agree to an equitable division of said property.

WHEREFORE, Plaintiff requests the Court to equitably divide all marital property and to enjoin it from being removed, disposed, alienated, sold, or otherwise encumbered pending final hearing and settlement of all claims.

Respectfully submitted,



Lea Ann Heltzel, Esquire

Dated: 9/19/00

VERIFICATION

I hereby 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. Section 4904, relating to Unsworn Falsification to Authorities.



Donna L. Huffman

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

DONNA L. HUFFMAN, Plaintiff : DIVORCE ACTION
vs. : No. 00-1181
DAVID C. HUFFMAN, Defendant :

PRAECIPE TO TRANSMIT RECORD

18
FILED

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William A. Shaw
Prothonotary

TO THE PROTHONOTARY:

Kindly transmit the record, together with the following information, to the Court for entry
of a divorce decree:

1. Ground for divorce: irretrievable breakdown under Section 3301(c) of the Divorce Code.
2. Date and manner of service of the Complaint: September 22, 2000 by U.S. certified mail, return receipt requested, Article Number 7099 3220 0011 0188 1914.
3. Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: by Plaintiff on January 22, 2001; by Defendant on January 23, 2001.
4. There are no related claims pending.

Respectfully submitted,


Lea Ann Heltzel, Esquire
Attorney for Plaintiff

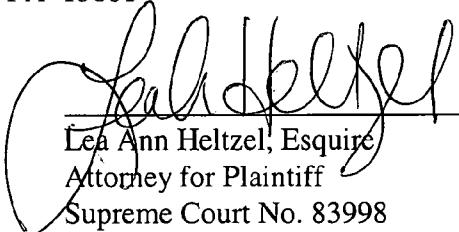
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. :
: No. 00-1181
DAVID C. HUFFMAN, :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Divorce Complaint filed on behalf of Donna L. Huffman was forwarded on the 22nd day of September, 2000, by certified mail, Article Number 7099 3220 0011 0188 1914, addressed as follows:

Mr. David C. Huffman
40 Overlook Drive
DuBois, PA 15801


Lea Ann Heltzel, Esquire
Attorney for Plaintiff
Supreme Court No. 83998

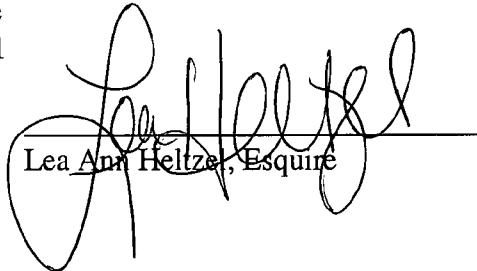
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. : No. 00-1181
DAVID C. HUFFMAN, :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Praeclipe to
Transmit Record filed on behalf of Plaintiff was forwarded on the 7th day of February, 2001, by
U.S. Mail, postage prepaid, as follows:

Mr. David C. Huffman
40 Overlook Drive
DuBois, PA 15801


Lea Ann Heltzel, Esquire

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

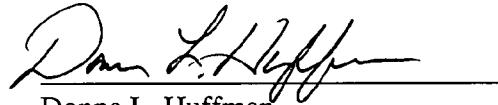
DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. :
: No. 00-1181
DAVID C. HUFFMAN, :
Defendant :
:

AFFIDAVIT OF CONSENT
UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on September 21, 2000.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of the 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 a 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: 1/22/01



Donna L. Huffman

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

DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. :
No. 00-1181
DAVID C. HUFFMAN, :
Defendant :
:

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UNDER SECTION 3301(c)

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2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of the 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 a 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: 1/23/01

David C. Huffman
David C. Huffman

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

DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. : No. 00-1181
DAVID C. HUFFMAN, :
Defendant :
:

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

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the Prothonotary.

I verify that the statements made in this Waiver 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: 1/22/01


Donna L. Huffman

Donna L. Huffman

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

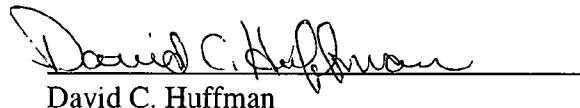
DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. : No. 00-1181
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**WAIVER OF NOTICE OF INTENTION TO REQUEST ENTRY OF A
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I verify that the statements made in this Waiver are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Date: 1/23/01



David C. Huffman

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

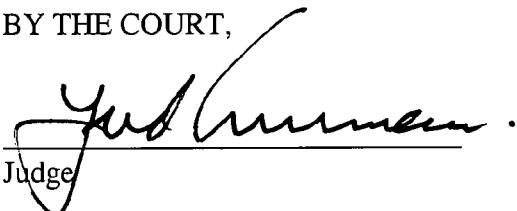
DONNA L. HUFFMAN, :
Plaintiff : DIVORCE ACTION
vs. :
No. 00-1181
DAVID C. HUFFMAN, :
Defendant :
:

DECREE AND ORDER

AND NOW, this 12 day of February, 2001, it is hereby Ordered and
Decreed that Donna L. Huffman, the Plaintiff, and David C. Huffman, the Defendant, are
divorced from the bonds of matrimony and the said parties are at liberty to marry again.

AND IT IS FURTHER ORDERED AND DECREED that the terms, provisions and
conditions of a certain Property Settlement Agreement between the parties dated January 22,
2001 are hereby incorporated into this Decree and Order by reference as if fully set forth herein.

BY THE COURT,



Judge

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

**RECORD OF
DIVORCE OR ANNULMENT**
 (CHECK ONE)

STATE FILE NUMBER

STATE FILE DATE

COUNTY
Clearfield**HUSBAND**

1. NAME	(First)	(Middle)	(Last)	2. DATE OF BIRTH	(Month)	(Day)	Year
	David	C.	Huffman		12	21	1959
3. RESIDENCE	Street or R.D.	City, Boro. or Twp.	County	State	4. PLACE OF BIRTH (State or Foreign Country)		
	40 Overlook Drive	DuBois	Clearfield	PA	Titusville, PA		
5. NUMBER OF THIS MARRIAGE	6. RACE	WHITE	BLACK	OTHER (Specify)	7. USUAL OCCUPATION		
1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	works at Riverside Warehouse		

WIFE

8. MAIDEN NAME	(First)	(Middle)	(Last)	9. DATE OF BIRTH	(Month)	(Day)	Year		
	Mulholland	Donna	L	Huffman		07	05	1965	
10. RESIDENCE	Street or R.D.	City, Boro. or Twp.	County	State	11. PLACE OF BIRTH (State or Foreign Country)				
	513 S. Brady Street	DuBois	Clearfield	PA	Pittsburgh, PA				
12. NUMBER OF THIS MARRIAGE	6. RACE	WHITE	BLACK	OTHER (Specify)	14. USUAL OCCUPATION				
1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	restaurant manager				
15. PLACE OF THIS MARRIAGE	(County)	(State or Foreign Country)			16. DATE OF THIS MARRIAGE	(Month)	(Day)	(Year)	
	Crawford	PA				07	07	1984	
17A. NUMBER OF CHILDREN THIS MARRIAGE	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18	18. PLAINTIFF	HUSBAND	WIFE	OTHER (Specify)	19. DECREE GRANTED TO	HUSBAND	WIFE	OTHER (Specify)
3	3		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND	WIFE	SPLIT CUSTODY	OTHER (Specify)	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT	Irretrievable Broken			
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
22. DATE OF DECREE	(Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS	(Month)	(Day)	(Year)		

24. SIGNATURE OF
TRANSCRIBING CLERK

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this 22nd day of January, 2001, by and between, DAVID C. HUFFMAN residing at 40 Overlook Drive, DuBois, Pennsylvania, Clearfield County, Commonwealth of Pennsylvania, hereinafter referred to as "Husband"; and DONNA L. HUFFMAN residing at 513 S. Brady Street, DuBois, Clearfield, Commonwealth of Pennsylvania, hereinafter referred to as "Wife";

WITNESSETH:

WHEREAS, Husband and Wife were married to each other on July 7, 1984 in Crawford County, Pennsylvania, and this marriage still subsists;

WHEREAS, there are three (3) children born of this marriage: Anna Huffman, date of birth: 12-6-84; Patricia Huffman, date of birth: 3-18-86; and Michelle Huffman, date of birth: 7-31-87.

WHEREAS, the parties by this Agreement desire to settle all questions relating to the disposition of their respective interests in assets accumulated by them, or either of them during the marriage, the payments of obligations, disposition and determination of all claims of the parties against each other in other related matters.

WHEREAS, the parties, by the execution of this Agreement, desire to live separate and apart without any interference from each other and be able to live their lives and conduct their financial affairs as if they were unmarried.

WHEREAS, the parties specifically agree that upon execution of this Agreement, Husband shall not harass Wife or interfere with her right to live her life and conduct her affairs as if unmarried, and Wife shall not harass Husband or interfere with his right to live his life and conduct his affairs as if unmarried.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings herein set forth and of the acts to be performed by each party for the benefit of the other, the parties agree as follows:

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*William A. Shaw
Prothonotary*

COLLEGE EDUCATION

1. After each child has exhausted all grants, scholarships and student loans, Husband and Wife agree to equally split each child's college expenses, including but not limited to, tuition, room and board, meal plans and books.

SUPPORT AND MAINTENANCE

2. Wife hereby relinquishes any and all claims to past, present and future alimony, maintenance or support for herself.
3. Husband hereby relinquishes any and all claims to past, present and future alimony, maintenance or support for himself.

LEGAL FEES AND COSTS

4. Husband and Wife shall each be responsible for their own legal expenses in the prosecution and settlement of this divorce action.

PERSONAL PROPERTY AND AUTOMOBILES

5. Wife and Husband have heretofore divided their personal property to the satisfaction of each of them. Each party shall maintain the property in their possession. All household items presently in Wife's possession are Wife's and all household items presently in Husband's possession are Husband's, except for bedroom dresser which Husband will make arrangements to drop off. This Agreement shall constitute a bill of sale for same. In addition thereto, Wife shall maintain the motor vehicle in her possession and be solely responsible for payment of all costs and expenses incident to the use, possession and ownership of the motor vehicle. Wife agrees to indemnify and hold Husband harmless from any debt encumbering the motor vehicle. Husband shall maintain the motor vehicle in his possession and be solely responsible for all costs and expenses incident to the use, possession and ownership of the motor vehicle. Husband agrees to indemnify and hold Wife harmless from any debt encumbering the motor vehicle.
6. Husband shall also maintain the camper in his possession and be solely responsible for all costs and expenses incident to the use, possession, ownership of said camper. Husband agrees to indemnify and hold Wife harmless from any debt encumbering said camper.

MARITAL HOME

7. Husband shall execute a special warranty deed transferring his interest in the marital home located at 513 South Brady Street, DuBois, Pennsylvania, to Wife subject only to the existing first mortgage encumbering the marital home. Wife shall refinance house to remove Husband's name from mortgage. Wife shall be responsible for all expenses associated therewith. Wife hereby indemnifies and holds Husband harmless from any liability associated with any past, present or future real estate taxes on the said marital residence. Wife agrees to pay Husband \$1,200.00 for his interest in the property taken by the State upon receipt of the check.

PAYMENT OF DEBTS

8. Husband shall be responsible for the following debts and hereby indemnifies and holds the Wife harmless from any liability associated with said debts:
 - a. Pontiac payment through Timberland Credit Union;
 - b. Husband's Timberland Credit Union Visa ;
 - c. Citibank;
 - d. Keystone;
 - e. IRS taxes (1997);
 - f. IRS taxes (1999);
 - g. 401(k) loan.
9. Wife shall be responsible for the following debts and hereby indemnifies and holds Husband harmless from any liability associated with said debts:
 - a. Sears;
 - b. Dentist;
 - c. J. C. Penneys;
 - d. Wife's Providian Visa;
 - e. Gateway;
 - f. Mortgage through Timberland Credit Union.

PENSION FUNDS AND BANK ACCOUNTS

10. Both Husband and Wife waive their interest in any pension funds, IRA accounts, 401(k) plans and any other pension or profit sharing plans in the other party's name. In addition thereto, each party waives all their right, title and interest in any bank accounts in the other

party's name and each party shall maintain the savings and checking accounts which each possesses in their current name.

INSURANCE

11. Husband shall maintain life insurance policies for Anna Huffman, Patricia Huffman and Michelle Huffman until such time as each child reaches the age of eighteen (18). Husband will be sole beneficiary of said policies and will assume all funeral expenses.
12. Husband shall maintain the car insurance for Anna Huffman, Patricia Huffman and Michelle Huffman until such time as each child finishes their college education or reaches the age of twenty-five (25) which ever is earlier. Husband shall choose the automobile.
13. Husband shall maintain health insurance policies insuring Anna Huffman, Patricia Huffman and Michelle Huffman until such time as said children finish college or reaches the age of twenty-five (25). In the event that child does not attend college, at age eighteen (18).

INCOME TAX

14. Husband may claim two (2) children as dependants on his income tax return beginning with tax year 2000 and Wife may claim one (1) child as a dependency deduction on her income tax return beginning with tax year 2000. In tax year 2001, Husband may claim one (1) child as a dependency deduction on his income tax returns and Wife shall claim two (2) children as a dependency deduction on her income tax return. This shall alternate every year thereafter.

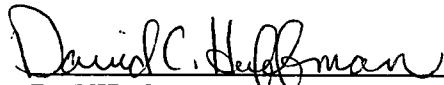
MISCELLANEOUS

15. Each party shall execute those documents necessary to secure an absolute divorce in the Court of Common Pleas of Clearfield pursuant to Section 3301 (c) of the Divorce Code. This Agreement shall be introduced into evidence and incorporated into any Judgment which may be entered in any such action. In any event, this Agreement shall not merge in such Judgment, but shall survive any such Judgment.
16. Husband and Wife shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments which may be reasonably required to give full force and effect to the provisions of this Agreement.

17. 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, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, courtesy, right to equitable distribution, statutory allowance, widow's allowance, homestead rights, right to take in intestacy, right to take against the will of the other, and right to act as administrator or executor of the other's estate, and each party, will, at the request of the other, execute, acknowledge, and deliver any and all instruments that may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights, and claims.
18. Except as expressly set forth in this Agreement, or as may arise out of the making of this Agreement, each of the parties hereby releases the other of and from any and all claims and demands for damages of any and every nature which either of the parties ever had, now has, or may hereafter have against the other, arising out of or in connection with any matter or thing whatsoever up to the date of this Agreement.
19. A modification or waive 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 on 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. This Agreement, containing the entire understanding of the parties, shall be binding on the parties, their heirs, executors, administrators, and assigns.
21. In the event of any dispute arising out of this Agreement or the performance thereof, Husband and Wife agree that all attempts should be made between them to settle the dispute by agreement before using the Courts of any determination.
22. This Agreement is entered into in the Commonwealth of Pennsylvania and shall be construed and interpreted under and in accordance with the Laws of the Commonwealth of Pennsylvania.
23. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall, nevertheless, continue in full force and effect.
24. It is specifically understood and agreed that this Agreement constitutes an equitable distribution of property, both real and personal, which was legally and beneficially

acquired by Husband and Wife or either of them during the marriage as contemplated by the Laws of the Commonwealth of Pennsylvania.

25. **WIFE HAS BEEN REPRESENTED IN THE NEGOTIATIONS LEADING TO THIS PROPERTY SETTLEMENT AGREEMENT BY LEA ANN HELTZEL, ESQUIRE; HUSBAND HAS VOLUNTARILY CHOSEN TO REPRESENT HIMSELF IN THIS TRANSACTION HAVING BEEN ADVISED THAT HE SHOULD SEEK LEGAL COUNSEL. BOTH HUSBAND AND WIFE RECOGNIZE AND HEREBY AGREE THAT THIS AGREEMENT IS FAIR AND EQUITABLE AND THAT NEITHER PARTY NOR LEA ANN HELTZEL, ESQUIRE, HAS INFLUENCED THE OTHER IN THE EXECUTION OF THIS AGREEMENT.**
26. **HUSBAND ACKNOWLEDGES HE HAS REVIEWED EACH AND EVERY TERM OF THIS AGREEMENT. HE UNDERSTANDS THE MEANING OF EACH PROVISION OF THIS AGREEMENT. BY EXECUTING IMMEDIATELY BENEATH THIS PARAGRAPH, HUSBAND EVIDENCES HIS COMPLETE AND THOROUGH UNDERSTANDING OF THIS DOCUMENT. HUSBAND HAS BEEN ADVISED THAT HE SHOULD NOT SIGN BENEATH THIS PARAGRAPH NOR THIS AGREEMENT UNLESS HE FULLY COMPREHENDS THE MEANING OF EACH AND EVERY TERM OF THIS AGREEMENT.**



DAVID C. HUFFMAN

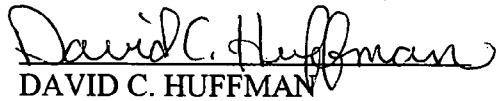
27. **WIFE ACKNOWLEDGES SHE HAS REVIEWED EACH AND EVERY TERM OF THIS AGREEMENT. SHE UNDERSTANDS THE MEANING OF EACH PROVISION OF THIS AGREEMENT. EACH PROVISION WHICH SHE DID NOT UNDERSTAND HAS BEEN ADEQUATELY EXPLAINED TO HER AND HER ATTORNEY HAS ADVISED HER THAT IF SHE SO REQUESTED SHE COULD RECEIVE A WRITTEN STATEMENT SETTING FORTH THE MEANING OF EACH TERM OF THIS AGREEMENT AND THE CONSEQUENCES OF EACH TERM. BY EXECUTING IMMEDIATELY BENEATH THIS PARAGRAPH, WIFE EVIDENCES HER COMPLETE AND THOROUGH UNDERSTANDING OF THIS DOCUMENT. WIFE HAS BEEN ADVISED THAT SHE SHOULD NOT SIGN BENEATH THIS PARAGRAPH NOR THIS AGREEMENT UNLESS SHE FULLY COMPREHENDS THE MEANING OF EACH AND EVERY TERM OF THIS AGREEMENT.**



DONNA L. HUFFMAN

28. **HUSBAND AND WIFE ACKNOWLEDGE THERE HAS BEEN NO EVALUATION OF THE ASSETS, NEVERTHELESS, THE PARTIES ACKNOWLEDGE THIS IS A FAIR AGREEMENT AND IS NOT THE RESULT OF ANY FRAUD, DURESS, OR UNDUE INFLUENCE EXERCISED BY EITHER PARTY UPON THE OTHER BY ANY OTHER PERSON OR PERSONS UPON EITHER, AND THEY FURTHER AGREE THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING OF THE PARTIES, THERE ARE NO REPRESENTATIONS, PROMISES, WARRANTIES, COVENANTS, OR UNDERTAKINGS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.**

IN WITNESS WHEREOF, the parties have signed, sealed, delivered, and acknowledged this Agreement.



DAVID C. HUFFMAN

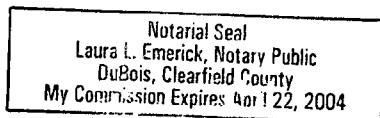


DONNA L. HUFFMAN

Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

BE IT REMEMBERED, that on the 23rd day of January, 2001, before me, the undersigned officer, personally appeared DAVID C. HUFFMAN, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

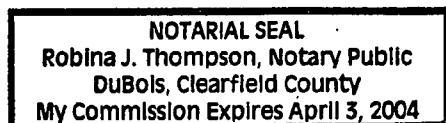


Laura L. Emerick
Notary Public

Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

BE IT REMEMBERED, that on the 22nd day of January, 2001, before me, the undersigned officer, personally appeared DONNA L. HUFFMAN, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Robina J. Thompson
Notary Public

REC'D
FEB 09 2001
William A. Shaw
Prothonotary

FILED

no
cc

Copy to Domestic Relations