

01-1564-C  
ADVANTAGE LEASING CORPORATION -vs- ANDY M. HERSHBERGER et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADVANTAGE LEASING CORPORATION,  
Plaintiff

Vs.

ANDY M. HERSHBERGER, t/d/b/a  
HERSHBERGER LOGGING,  
Defendant

CIVIL DIVISION

No. 01 - 1564 - CD

COMPLAINT

Filed on Behalf of:

Plaintiff, ADVANTAGE LEASING  
CORPORATION

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

**FILED**

SEP 19 2001

William A. Shaw  
Prothonotary

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

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

ADVANTAGE LEASING CORPORATION, :  
Plaintiff : No. 01 - - CD  
:  
Vs. :  
:  
ANDY M. HERSHBERGER, t/d/b/a :  
HERSHBERGER LOGGING, :  
Defendant :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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.

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, PA 16830  
Phone 814/765-2641 Ex. 5982

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

ADVANTAGE LEASING CORPORATION, :  
Plaintiff : No. 01 - - CD  
:  
Vs. :  
:  
ANDY M. HERSHBERGER, t/d/b/a :  
HERSHBERGER LOGGING, :  
Defendant :  
:

**COMPLAINT**

Advantage Leasing Corporation, Plaintiff in the above-captioned action, through their attorney, Joseph Colavecchi, Esquire, files this Complaint and respectfully avers as follows:

1. Plaintiff is Advantage Leasing Corporation, a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 324 East Wisconsin Avenue, Suite 250, Milwaukee, Wisconsin 53202.

2. Defendant is Andy M. Hershberger, t/d/b/a Hershberger Logging, having an address of R.D. #1, Box 172, Luthersburg, Pennsylvania 15848.

3. Plaintiff and Defendant entered into a Master Lease Agreement, having number 2682, dated August 25, 1998, leasing the equipment from Advantage Leasing Corporation, as set out more fully in the true and correct copy of the Master Lease Agreement attached to this Complaint, marked Exhibit "A" and made a part hereof.

4. Defendant further agreed to pay the said lease amounts.
5. All of the items leased by the Defendant have been delivered to Defendant and accepted by him and all items are and have been in his possession.
6. Defendant has defaulted on said Master Lease Agreement leaving a balance due and owing to Plaintiff in the total amount of Two Thousand Seven Hundred Hundred Fourteen Dollars and Thirty-three Cents (\$2,714.33), which Defendant has refused and still refuses to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of Two Thousand Seven Hundred Fourteen Dollars and Thirty-three Cents (\$2,714.33), plus interest and costs.



JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

I, Joseph Colavecchi, Esquire, attorney and agent for Advantage Leasing Corporation 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.



JOSEPH COLAVECCHI

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

## MASTER LEASE AGREEMENT

ADVANTAGE LEASING CORPORATION

"We Give You the Competitive Advantage"

MASTER LEASE

NUMBER 2682

LEASE

NUMBER 2682

COMPLETE LEGAL NAME  
AND FULL ADDRESS OF LESSEE ("LESSEE")  
Andy M. Hershberger  
d/b/a Hershberger Logging  
RD #1, Box 172  
Luthersburg, PA 15848

NAME AND FULL ADDRESS OF  
THE SUPPLIER OF EQUIPMENT ("SUPPLIER")  
G & G Kline  
RD #3, Box 21  
Clearfield, PA 16830

Taxpayer I.D. No.  
Andy M. Hershberger

814-583-7182

Accord Financial

800-347-4977

PERSON TO CONTACT

TELEPHONE NO.

SALESPERSON

TELEPHONE NO.

SCHEDULE OF EQUIPMENT LEASED ("Equipment") (include make, year, model, identification and model numbers or marks)

1 (Used) 1973 John Deere Skidsteer Loader Model 540A S/N 540AUT91073

EQUIPMENT TO BE DELIVERED AND LOCATED AT.  
Same as above.

[Equipment Location]

## 1. SCHEDULE OF LEASE PAYMENTS.

LEASE TERM NUMBER OF MO	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL MONTHLY LEASE PAYMENT	ADVANCE LEASE PAYMENT REPRESENTING PAYMENT FOR THE FIRST MONTH AND THE LAST
		LEASE	TAX	OTHER		
36	36	\$448.30	\$26.90		\$475.20	1 MOB. \$ 950.40

ADDITIONAL PROVISIONS THIS IS A LEASE FOR FINANCE PURPOSES. AT LEASE END, ASSUMING ALL PAYMENTS AND FEES HAVE BEEN MADE, LESSEE MAY PURCHASE ALL THE EQUIPMENT FOR \$1270 PLUS APPLICABLE TAX.

THE MASTER LEASE AGREEMENT ("Lease") is a Master Agreement between Advantage Leasing Corporation, a Wisconsin corporation (hereinafter called "Lessor"), with its principal place of business at 324 East Wisconsin Avenue, Suite 500, Milwaukee, Wisconsin 53202 and Andy M. Hershberger d/b/a Hershberger Logging, with its principal place of business at RD #1, Box 172, Luthersburg, PA 15848, Partnership or sole proprietorship (hereinafter called "Lessee") organized and existing under the laws of the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_.

1. ORDERING EQUIPMENT. Lessee hereby requests Lessor to order the equipment from a supplier (herein called "Supplier"), and to arrange for delivery to Lessee, at Lessee's expense.

2. LEASING. Lessor leases to Lessee and Lessee leases from Lessor upon the terms and conditions hereinafter set forth the personal property (referred to as the "Equipment") described in schedules to be made a part hereof, from time to time upon execution

3. DISCLAIMER OF WARRANTIES AND WAIVER OF DEFENSES. Lessor, neither being the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranty, express or implied, to anyone, as to design, condition, capacity, performance or any other aspect of the equipment or its material or workmanship. Lessor also disclaims any warranty of merchantability or fitness for use or purpose whether arising by operation of law or otherwise. Lessor further disclaims any liability for loss, damage or injury to Lessee or to third parties as a result of any defects, latent or otherwise, of the equipment which may arise from the application of the laws of strict liability or otherwise, as to Lessee. Lessee leases the equipment "as is". Lessee has selected the supplier of the equipment and acknowledges that Lessor has not recommended to supplier. Lessor shall have no obligation to install, maintain, erect, test, adjust or service the equipment. Lessee agrees to install, maintain and service the equipment or cause the same to be performed by qualified third parties, regardless of cause. Lessee will not assert any claim whatsoever against Lessor for loss of anticipated profits or any other indirect, special or consequential damages. Nor shall Lessor be responsible for any damages or costs which may be assessed against Lessee in any action for infringement of any United States Letters Patent. Lessor makes no warranty as to damages. Nor shall Lessor be responsible for any damages or costs which may be assessed against Lessee in any action for infringement of any United States Letters Patent. Lessor makes no warranty as to the treatment of this lease, for tax or accounting purposes. Lessee acknowledges that the equipment is of a size, design, type and manufacture selected by Lessee based upon Lessee's own judgement and schedules and assumes no liability for specific performance or for any loss or damage due to delays in delivery or supplier's failure to fulfill such order or any part thereof. Failure to properly install or assemble the equipment, failure to meet specifications, or failure to fulfill any warranty, maintenance or service agreement, or if the equipment is unsatisfactory for any reason, if the lessee refuses delivery or return of equipment for any reason whatsoever, the lessee agrees to pay the price invoiced to the lessor by the supplier. If such payment is not made, the lessor agrees to indemnify and hold the lessor harmless from and to defend lessor at lessee's expense against any claim of liability or damage whatsoever by the supplier. If the equipment is unsatisfactory for any reason, lessor shall make claim against supplier for any damage or loss suffered by lessor. Lessee understands and agrees that neither supplier nor any agent of supplier is an agent of lessor or is authorized to waive or alter any term or condition of this lease.

4. ENFORCEMENT OF SELLER'S OR MANUFACTURER'S WARRANTIES. Lessee acknowledges that under Wisconsin law, Lessee is entitled to the premises and warranties, including those of a third party, provided to Lessor by supplier in conjunction with or as part of the agreement by which Lessor acquired the equipment. Lessor further acknowledges that it may communicate with supplier and receive an accurate and complete statement of those premises and warranties, including any disclaimers and limitations of them or of its remedies. If the equipment is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against supplier, and any of supplier's vendors, and as of the commencement date shall nevertheless pay lessor all rent and other amounts payable under the lease. Lessor shall have no liability for supplier's failure to meet specifications, or failure to fulfill any warranty. So long as lessor is not in default hereunder and lessor has not terminated this lease, lessor shall have and Lessor may be assigned to Lessee all or any rights which Lessor may have against supplier and supplier's vendors for breach of warranty or other representations relative to the equipment. Lessor may enforce by legal action against the seller or manufacturer any warranties with the same force and effect as it had been brought by Lessor. Lessee acknowledges that prior to signing this lease agreement, it has either received a copy of the contract by which the lessor acquired the equipment or has received an accurate and complete statement of the provisions, warranties, disclaimers, limitations, modifications or remedies of the manufacturer or supplier from whom the manufacturer of the equipment acquired. Lessor further acknowledges that prior to executing this agreement, it has been informed of the identity of the person supplying the goods to the lessor.

5. TERM AND RENEWAL. The initial term of and date for the equipment described in the lease schedule commences on the day such equipment is delivered to Lessee and ends upon the date designated in the applicable lease schedule. After the expiration of the initial term, should Lessee fail to return to Lessor all equipment, this lease shall renew and continue from month to month at the same average rental payment designated in the lease schedule.

6. RENT. Lessee shall pay Lessor rent for the equipment in the amounts specified in the lease schedule at its place of business or such other place as Lessor may direct in writing. Advance rentals are not refundable if the lease term for any reason does not commence or if this lease is duly terminated by Lessor. Lessor's obligation to pay the rent is absolute and unconditional and not subject to any statement, set-off, defense or counterclaim for any reason whatsoever. Lessor agrees to accept delivery of the equipment and the validity of this lease and Lessor's obligations under this lease shall not be affected by any delay in payment by the supplier.

7. SECURITY DEPOSIT. Lessee shall pay Lessor a security deposit in the amount and at the time as specified in the lease schedule. Such deposit shall be security for Lessor's compliance under the lease, and shall not exceed the performance as the time and in the manner described at any obligations of the lessee hereunder or prevent default thereof. Lessor may, but shall not be required to, apply such security deposit toward discharge of any overdue obligation of lessee and any such deposit not so applied will be returned to Lessor at the expiration of the term of lease.

8. DELIVERY. Lessor shall pay all shipping and other charges incurred in connection with the shipment, delivery and installation of the equipment by the seller or manufacturer to Lessee, and Lessor shall have no obligation to inspect, test, install or adjust the equipment. Lessor agrees that Lessor shall not be liable for any loss or damage occasioned by delay in shipment of the equipment from any cause.

9. ACCEPTANCE. Upon the delivery and installation of the equipment or any part thereof, Lessee shall execute and deliver to Lessor a certificate of acceptance covering the equipment or any part thereof, which certificate shall be executed by Lessor and Lessor's failure to execute a certificate of acceptance for the equipment or any part thereof, it shall be deemed to be a waiver by Lessor in all respects for the purposes of this lease, unless Lessee within five (5) days of receipt and is satisfied in all respects with the equipment.

## Exhibit

"A"

Andy M. Hershberger  
d/b/a Hershberger Logging

(Seal)

LESSOR: ADVANTAGE LEASING CORPORATION  
a Wisconsin Corporation

BY: *Robert J. Dugan*  
Executive Vice President

TRUST: *Robert J. Dugan*  
President

Address: 324 East Wisconsin Avenue

Milwaukee, WI 53202

Title: *Owner*  
Address: *324 E. Wisconsin Ave.*  
DATE: *8/21/98*  
Signature: *Robert J. Dugan*

Notarial Seal  
Carl E. Beagle, Notary Public  
Gaskill Twp., Jefferson County  
My Commission Expires Nov. 13, 21  
Notary Public, State of Wisconsin  
Notary Public, State of Wisconsin

AUG-17-90 THU. 3:33 PM ADVANTAGE LEASING

FAX NO. 4142913409

P. 3

P.02

Aug-17-90 02:01P  
G&G KLINEclearfield  
J. O.

PL

ACCORD

FINANCIAL GROUP

EQUIPMENT LEASING &amp; FINANCE

LEASE APPLICATION

LEASE/APPLICANT				Phone
Legal Business Name/Leasee Hershberger Logging				814 - 383-7182
Address RD#1 Box 172				Fax
City Luthersburg, County PA State 15838 Zip				Comments
Type of Business Logging				Date Established 1975
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietary <input type="checkbox"/> Federal Tax Number 88				Business Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No
MUNICIPAL/STATEMENT OF OWNERSHIP				
Name Andy M. Hershberger				Phone Owner
Name/Address Same as Above				City PA Zip
Name 				Phone 
Name/Address 				Phone 
BANKS				
NAME/BRANCH	CITY/STATE	CIR. ACT.	LOAN ACT.	PHONE
Marion Center	PA	304000650		724-387-5582
				724-382-0010
CONTACT				
NAME	CITY/STATE	ACCT #	PHONE	CONTACT
Satterlee & Sons	Pittsburgh (PA)	814-382-2000		
Schlotz/Strick	Luthersburg	814		
John Deer	Allegeny	724		
	Corporate	Yes to Location	Phone	Contact
VEHICLES/EQUIPMENT				
Name G & G Kline				Phone 614-765-2271
Address 				Comments Dob
Equipment To Be Leased - Description 1973 John Deer Skidder Model 540A				
Of Used <input type="checkbox"/> New	Type (Model) 36	Advancing Payment 75	Down Option D/P/MV <input type="checkbox"/> <input type="checkbox"/>	Initial Tax Stmt (Y/N) Total Cost (Without Tax) 12,370
CREDIT RELEASE AUTHORIZATION				
I hereby authorize our bank, supplier, broker, financial institution, credit agency, and any other creditor to release credit information to ACCORD FINANCIAL GROUP and its agents.				
Name Andy M. Hershberger Date 8-7-98				

10 N. PEARL ST., SUITE 2, COVINGTON, OH 45318 • 614-473-6191 • 800-347-9977 • FAX 614-473-6000  
937 937

AUG-22-97 02:46P ACCORD FINANCIAL GROUP

937 473 6000

0 00

**EQUIPMENT LEASE GUARANTY**LESSOR: Advantage Leasing CorporationMASTER LEASE NO: 2682DATE OF LEASE: 8/25/98

This Guaranty Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_

(hereinafter referred to collectively as "Guarantor"), in favor of Advantage Leasing Corporation (hereinafter referred to as "Lessor").WHEREAS, it is contemplated that Lessor may enter into a lease and/or other related agreements (hereinafter collectively "Lease") with Andy M. Hershberger d/b/a Hershberger Logging (hereinafter collectively "Lessee"); and,

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to the benefit of Guarantor that Lessor enter into the Lease with Lessee, and Guarantor has read the proposed Lease in full and finds the terms of said Lease acceptable, and in recognition that Lessor would be unwilling to enter into the Lease without the Guaranty hereinafter set forth, and in recognition of Lessor's reliance upon the Guaranty in entering into the Lease:

NOW, THEREFORE, in order to induce Lessor to enter into the Lease, Guarantor, jointly and severally, unconditionally guarantees the faithful and full performance by Lessee of all terms and conditions of the Lease. In the event of default by Lessee, or failure to faithfully perform any of the terms or conditions required of Lessee under the Lease, or in the event of failure of Lessee to make any or all payments of money required of it under the Lease, Guarantor unconditionally promises to pay to Lessor, in lawful money of the United States, all sums at any time due and unpaid under the Lease, plus costs of collection, including reasonable attorney fees with or without trial, and upon appeal and review.

The obligations of Guarantor hereunder are joint and several and are independent of the obligations of Lessee under the Lease, and a separate action or actions may be brought against Guarantor, whether action is brought against Lessee or whether Lessee be joined in any action or actions, the liability of Guarantor hereunder being primary. Guarantor hereby waives the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantor authorizes Lessor, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to renew, extend, accelerate, or otherwise change the payment terms or other terms of the Lease or any part thereof. Lessor may, without notice, assign this Guaranty in whole or in part.

Guarantor hereby waives any right to require Lessor to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by Lessor; or (c) pursue any other remedy in Lessor's power. Guarantor waives any defense arising by reason of any defense of Lessee, or by reason of the cessation, from any cause whatsoever, of the liability of Lessee under the Lease. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lessor may apply all proceeds received from Lessee or others to such part of Lessee's indebtedness as Lessor may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty.

If Lessee is a corporation, the undersigned warrant and represent that they are stockholders, directors or officers and/or are financially or otherwise interested in Lessee, and, if married, their marital communities are so interested.

This Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Lessor.

This instrument constitutes the entire agreement between Lessor and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**IMPORTANT: THIS AGREEMENT CREATES SPECIFIC LEGAL OBLIGATIONS. DO NOT SIGN IT  
UNTIL YOU HAVE FULLY READ IT. BY SIGNING YOU COMPLETELY AGREE TO ITS TERMS.**

IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

GUARANTOR NAME: (Please Print)

SIGNATURE

Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

NOTARY

GUARANTOR NAME: (Please Print)

SIGNATURE

Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

NOTARY

**DELIVERY AND ACCEPTANCE RECEIPT**  
**Advantage Leasing Corporation**

(LESSOR)

TO: \_\_\_\_\_  
The undersigned hereby certifies that all the equipment described in the above referenced Equipment Lease Agreement ("Lease"), between the above named Lessor and,Andy M. Hershberger, d/b/a Hershberger LoggingMASTER LEASE NUMBER  
**2682**LEASE NUMBER  
**2682**

Lessee is in accordance with the terms of the Lease, has been delivered, inspected, installed, is in good working condition, and accepted by the undersigned as satisfactory. The date(s), label, etc., if required and supplied, have been affixed to the equipment as listed in the Lease. The undersigned hereby approves payment by you to the Supplier.

Andy M. Hershberger  
d/b/a Hershberger Logging

LESSEE

by Andy M. Hershberger 8/25/98  
Authorized Signature and Title

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.

CIVIL DIVISION

No. 01 - CD

ADVANTAGE LEASING CORPORATION,  
Plaintiff

vs.

ANDY M. HERSHBERGER, t/d/b/a  
HERSHBERGER LOGGING,  
Defendant

COMPLAINT

NOTICE TO DEFENDANT:

YOU are hereby notified  
that you are required to file  
an Answer to the within Complaint  
within twenty (20) days after  
service upon you or judgment  
may be entered against you.

*Joseph Colavecchi*

JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

**FILED**

*SEP 19 2001  
O/1/02 Atty Colavecchi  
Prothonotary  
Pd \$80.00*

*3cc Atty.*

**COLAVECCHI  
RYAN & COLAVECCHI**

ATTORNEYS AT LAW  
221 EAST MARKET STREET  
(ACROSS FROM COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA 16830

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11534

ADVANTAGE LEASING CORPORATION

01-1564-CD

VS.

HERSHBERGER, ANDY M. t/d/b/a HERSHBERGER LOGGING

**COMPLAINT**

**SHERIFF RETURNS**

**NOW OCTOBER 17, 2001 AT 4:56 PM DST SERVED THE WITHIN COMPLAINT  
ON ANDY M. HERSHBERGER t/d/b/a HERSHBERGER LOGGING, DEFENDANT  
AT RESIDENCE, RD#1 BOX 172, LUTHERSBURG, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO ANDY HERSHBERGER A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.**

**SERVED BY: SNYDER**

**Return Costs**

Cost	Description
29.39	SHFF. HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY

**FILED**

NOV 02 2001  
0/9 23am  
William A. Shaw  
Prothonotary

**Sworn to Before Me This**

2nd Day Of November 2001  


**So Answers,**

  
Chester A. Hawkins  
Sheriff

WILLIAM A SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADVANTAGE LEASING CORPORATION,  
Plaintiff

Vs.

ANDY M. HERSHBERGER, t/d/b/a  
HERSHBERGER LOGGING,  
Defendant

CIVIL DIVISION

No. 01 - 1564 - CD

PRAECIPE TO DISCONTINUE

Filed on Behalf of:

Plaintiff, ADVANTAGE LEASING  
CORPORATION

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
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RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED

NOV 20 2001

8/10/00/mr

John A. Shaw

Notary Public

No C/C

copy to C/A

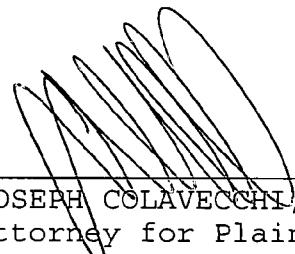
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ADVANTAGE LEASING CORPORATION, :  
Plaintiff : No. 01 - 1564 - CD  
:  
Vs. :  
:  
ANDY M. HERSHBERGER, t/d/b/a :  
HERSHBERGER LOGGING, :  
Defendant :  
:

PRAECIPE TO DISCONTINUE

TO: WILLIAM SHAW, PROTHONOTARY

Please mark the record in the above-captioned action settled,  
discontinued, and ended.

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

November 19, 2001

— Lap over margin —

80 -  
39.39  
119.39

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No. 01 - 1564 - CD

ADVANTAGE LEASING CORPORATION,  
Plaintiff

vs.

ANDY M. HERSHBERGER, t/d/b/a  
HERSHBERGER LOGGING,  
Defendant

PRAECIPE TO DISCONTINUE

COLAVECCHI  
RYAN & COLAVECCHI  
ATTORNEYS AT LAW  
221 EAST MARKET STREET  
(ACROSS FROM COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA 16830

NOV 20 2001

William A. Shaffer  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Advantage Leasing Corporation**

Vs.

No. 2001-01564-CD

**Andy M. Hershberger  
Hershberger Logging**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 20, 2001 marked:

Settled, Discontinued and endend

Record costs in the sum of \$111.39 have been paid in full by Joseph Colavecchi, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of November A.D. 2001.

---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21487  
NO. 01-564-CD

PLAINTIFF: FALLS CREEK BOROUGH MUNICIPAL AUTHORITY 10152012

vs.

DEFENDANT: HENRY H. DAUGHERTY

Execution: PERSONAL PROPERTY

**SHERIFF RETURN**

DATE RECEIVED WRIT: 7/24/2012

LEVY TAKEN 8/22/2011 @ 10:08 AM

POSTED 10/15/2012 @ 9:50 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/5/2018

GS 11:59am NOce  
S FILED  
FEB 05 2018  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

**DETAILS**

9/14/2012 @ 10:00 AM SERVED HENRY DAUGHERTY

SERVED HENRY DAUGHERTY, DEFENDANT, AT 16 MAIN STREET, DUBIOS, CLEARFIELD COUNTY, PENNSYLVANIA EMPLOYMENT OF THE DEFENDANT BY HANDIN GTO HENRY DAUGHERTY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

10/15/2012 @ 10:04 AM SERVED HENRY DAUGHERTY

SERVED HENRY DAUGHERTY, DEFENDANT, AT S. R. 255 & I-80 INTERSECTION, A MEETING PLACE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HENRY DAUGHERTY

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, NOVEMBER 15, 2012 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 16, 2012.

@ SERVED

NOW, FEBRUARY 5, 2018 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21487  
NO: 01-564-CD

PLAINTIFF: FALLS CREEK BOROUGH MUNICIPAL AUTHORITY10152012

vs.

DEFENDANT: HENRY H. DAUGHERTY

Execution PERSONAL PROPERTY

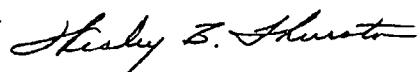
**SHERIFF RETURN**

---

Sheriff Thurston \$172.06

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Wesley B Thurston  
Sheriff



**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Falls Creek Borough Municipal Authority

Vs.

No.: 2001-00564-CD

Henry H. Daugherty,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against Henry H. Daugherty, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein.
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of: as garnishee(s):

and to notify the garnishee that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution

i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNTDUE/PRINCIPAL: \$5,919.02

INTEREST FROM 12/10/2009 at 6% per annum \$917.60

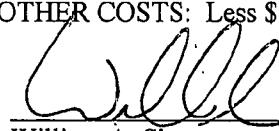
ATTY'S COMM: \$

DATE: 7/24/2012

PROTH. COSTS PAID: \$140.00

SHERIFF: \$

OTHER COSTS: Less \$1.00 previous monies paid



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 24<sup>th</sup> day  
of July A.D. 2012  
at 2:30 A.M./P.M.

Chad A. Hawkins  
Sheriff By Cynthia Butler-Alpha/CD

Requesting Party:

J. D. Ryan, Esq.  
627 Grant Street  
Reynoldsville, PA 15851  
814-653-2042

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME HENRY DAUGHERTY

NO. 01-564-CD

NOW, February 05, 2018, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Henry H. Daugherty to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	5,919.02
MILEAGE	9.00	INTEREST @ %	0.00
LEVY	24.42	FROM TO	
MILEAGE	20.00		
POSTING	24.42	PROTH SATISFACTION	
COMMISSION	9.00	LATE CHARGES AND FEES	
POSTAGE	0.00	COST OF SUIT-TO BE ADDED	
HANDBILLS	1.80	FORECLOSURE FEES	
DISTRIBUTION	10.00	ATTORNEY COMMISSION	
ADVERTISING		REFUND OF ADVANCE	
ADD'L SERVICE		REFUND OF SURCHARGE	20.00
ADD'L POSTING		SATISFACTION FEE	
ADD'L MILEAGE	24.42	ESCROW DEFICIENCY	
ADD'L LEVY		PROPERTY INSPECTIONS	
BID/ SETTLEMENT AMOUNT		INTEREST	917.60
RETURNS/DEPUTIZE		MISCELLANEOUS	
COPIES	15.00	<b>TOTAL DEBT AND INTEREST</b>	<b>\$7,168.68</b>
BILLING/PHONE/FAX	5.00	<b>COSTS:</b>	
CONTINUED SALES	20.00	ADVERTISING	0.00
MISCELLANEOUS		TAXES - COLLECTOR	
<b>TOTAL SHERIFF COSTS</b>	<b>\$172.06</b>	TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	172.06
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	140.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$312.06</b>
		<b>TOTAL COSTS</b>	<b>\$7,168.68</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

WESLEY B. THURSTON, Sheriff

**Law Office of J.D. Ryan, Esquire**  
627 Grant Street  
Reynoldsville, PA 15851

**Phone: (814) 653-2042**

**jd@jdryanlaw.com**

**Fax: (814) 653-2043**

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**Thursday, November 15, 2012**

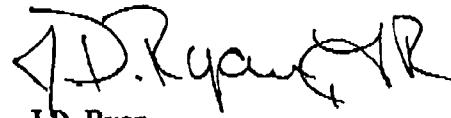
**Clearfield County Sheriff  
230 East Market Street  
Clearfield, PA 16830  
Via Facsimile 814-765-5915**

**RE: FCBMA v. Daugherty**

**Dear Cindy,**

**Kindly continue the Sheriff Sale schedule for Friday November 16<sup>th</sup> 2012 at 10am in the above-captioned mater. If you have any question please don't hesitate to call my office.**

**Very Truly Yours,**

  
**J.D. Ryan**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

COUNTY Clearfield		RECORD OF DIVORCE      OR      ANNULMENT <input checked="" type="checkbox"/> (CHECK ONE) <input type="checkbox"/>			STATE FILE NUMBER STATE FILE DATE			
<b>HUSBAND</b>								
1. NAME Frank	(First)	(Middle)	(Last) Martin	2. DATE OF BIRTH 8 9 47	(Month)	(Day)	(Year)	
2. RESIDENCE P.O. Box 156, DuBois, Clearfield Co., PA	Street or R.D.	City, Boro. or Twp.	County	State	4. PLACE OF BIRTH PA			
5. NUMBER OF THIS MARRIAGE 2	6. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION policeman				
<b>WIFE</b>								
3. MAIDEN NAME Dixon	(First)	(Middle)	(Last) Jennetta	9. DATE OF BIRTH 3 24 48	(Month)	(Day)	(Year)	
10. RESIDENCE Route 53, Box 106, Kylertown, Clearfield Co., PA	Street or R.D.	City, Boro. or Twp.	County	State	11. PLACE OF BIRTH PA			
12. NUMBER OF THIS MARRIAGE 2	13. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. OCCUPATION laborer				
15. PLACE OF OF THIS MARRIAGE Hagerstown, Maryland	(County)	(State or Foreign Country)			16. DATE OF THIS MARRIAGE 4 29 81	(Month)	(Day)	(Year)
17A. NUMBER OF CHIL- DREN THIS MARRIAGE 3	17B. NUMBER OF DEPENDENT CHIL- DREN UNDER 18 0	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND      WIFE      OTHER (Specify) <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF <input type="checkbox"/>	HUSBAND <input type="checkbox"/>	WIFE <input type="checkbox"/>	SPLIT CUSTODY <input type="checkbox"/>	OTHER (Specify) n/a	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)			
22. DATE OF DECREE 	(Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS 	(Month)	(Day)	(Year)	
24. SIGNATURE OF TRANSCRIBING CLERK 								

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

FRANK M. THOMAS,  
Plaintiff

\*

\*

\*

-vs-

\*

No. 95-844-CD

\*

\*

JENNETTA M. THOMAS,  
Defendant

\*

\*

Type of Case:

Divorce

Type of Pleading:

Praeclipe to Transmit Record

Filed on Behalf of:

Plaintiff

Counsel of Record for this  
party:

Richard H. Milgrub, Esquire  
Supreme Court No. 19865

MILGRUB & LHOTA  
108 East Pine Street  
Clearfield, PA 16830  
(814) 765-1717

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
108 EAST PINE STREET  
CLEARFIELD, PA 16830  
111 NORTH BRADY STREET  
DUBOIS, PA 15801

FILED

DEC 01 1995

William A. Shaw  
Prothonotary

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

FRANK M. THOMAS,  
Plaintiff

- VS - \* No. 95-844-CD

JENNETTA M. THOMAS,  
Defendant

**PRAECIPE TO TRANSMIT RECORD**

TO THE PROTHONOTARY:

Dear Sir:

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

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

2. Date and manner of service of the Complaint:

Served on the Defendant by certified mail, restricted delivery,  
return receipt requested on June 14, 1995.

3. Date of execution of the Affidavit of Consent required by Section 3301(c) of the Divorce Code: By Plaintiff on November 28, 1995 and by Defendant on November 21, 1995.

MILGRUB & LHOTA

By

Richard H. Milgrub, Esquire  
Attorney for Plaintiff

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
108 EAST PINE STREET  
CLEARFIELD, PA 16830  
—  
111 NORTH BRADY STREET  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

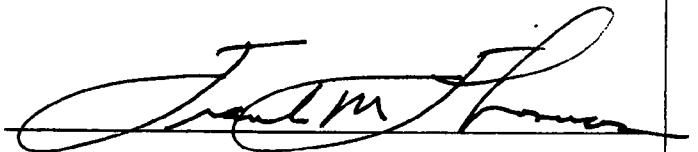
FRANK M. THOMAS, \*  
Plaintiff \*  
\*  
-vs- \* No. 95-844-CD  
\*  
JENNETTE M. THOMAS, \*  
Defendant \*

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on June 12, 1995.
2. The marriage of the Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing the Complaint.
3. I consent to the entry of a final Decree of Divorce.
4. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: November 28, 1995



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

FRANK M. THOMAS,

Plaintiff

\*

\*

\*

vs.

No. 95-844-CD

\*

\*

\*

JENNETTA M. THOMAS,

Defendant

\*

\*

**AFFIDAVIT OF CONSENT**

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on June 12, 1995.
2. The marriage of Plaintiff and Defendant is irretrievably broken and a period of ninety (90) days or more has elapsed from the time of filing of the Complaint.
3. I consent to the entry of a final decree of divorce.
4. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Date:

November 21, 1995 Jennetta M. Thomas  
Jennetta M. Thomas, Defendant

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

FRANK M. THOMAS,

Plaintiff

\*

\*

- VS -

\* No. 95-844-CD

\*

\*

JENNETTA M. THOMAS,

Defendant

\*

\*

O R D E R

AND NOW, this 6<sup>th</sup> day of December, 1995,

Plaintiff having filed a Complaint in Divorce under the Divorce Act on the 12th day of June, 1995, and the parties having filed an Affidavit of Consent stating that the marriage of the Plaintiff and Defendant is irretrievably broken and ninety days (90) have elapsed from the date of the filing of the Complaint.

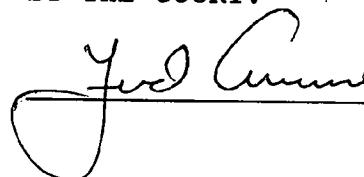
We, therefore, DECREE that FRANK M. THOMAS be divorced and forever separated from the nuptial ties and bonds of matrimony hereto contracted between himself and JENNETTA M.

THOMAS thereupon all of the rights, duties or claims accruing to either of said parties and 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 with full force and recognition being given to the Separation Agreement dated November 21, 1995, which is attached hereto and made a part hereof.

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ATTORNEYS & COUNSELORS  
AT LAW  
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—  
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DUBOIS, PA 15801

The Prothonotary is hereby directed to pay the Court costs as noted herein out of the deposit received and then remit the balance to the Plaintiff.

BY THE COURT:



Judge

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
106 EAST PINE STREET  
CLEARFIELD, PA 16830  
—  
111 NORTH BRADY STREET  
DUBCIS, PA 15801

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

FRANK M. THOMAS, \*  
Plaintiff \*  
\*  
-vs- \* No. 95-844-CD  
\*  
JENNETTA M. THOMAS, \*  
Defendant \*

SEPARATION AGREEMENT

THIS AGREEMENT made this 21<sup>st</sup> day of November,  
1995, by and between FRANK M. THOMAS, who currently resides at  
RD, Penfield, Clearfield County, Pennsylvania, hereinafter  
referred to as Husband,

A  
N  
D

JENNETTA M. THOMAS, who currently resides at PA 53, Box 106,  
Kylertown, Clearfield County, Pennsylvania, hereinafter referred  
to as Wife.

W I T N E S S E T H

WHEREAS, the parties hereto were married on April 29,  
1981 in Hagerstown, Maryland; and

WHEREAS, the parties have been living separate and  
apart for a period of time prior to the execution of this  
agreement; and

WHEREAS, a divorce action has been filed in Clearfield  
County under docket number 95-844-CD; and

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

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

WHEREAS, the parties hereto have each had the benefit of competent and independent legal advice by separate counsel.

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

1. Separation: It shall be lawful for each party at all times hereafter to live separate and apart from the other party as such place as he or she may from time to time choose or deem fit. The foregoing provisions shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart.

2. 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, or in any way harass or malign the other, nor in any way interfere with the peaceful existence, separate and apart from the other, and each of the

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DUBOIS, PA 15801

parties hereto completely understand and agree that neither shall do or say anything to the children of the parties at any time which might in any way influence the children adversely against the other party.

3. Desire of the Parties: It is the desire of the parties, after long and careful consideration, the amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, 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.

4. 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 be or become liable or answerable, and they covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them, except as expressly provided in this agreement.

5. Mutual Release: Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or herself and his or her heirs, 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

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DUBOIS, PA 15001

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 provisions of this Agreement.

6. Checking and Savings Accounts: The parties agree that there are no checking or savings accounts in the name of Husband and Wife and that each has their own separate such accounts with respect to which the other will make no claim.

7. Division of Real Property: Husband shall convey any and all interest in the marital residence located in Kylertown to Wife and will sign all necessary documentation to effectuate said transfer.

8. Division of Personal Property: The parties hereby divide their personal property, including but not limited to household goods, furnishings, personal effects, and all other items of personal property used by them in common, as follows:

(a) Wife shall become sole owner of all contents of the marital residence and any and all other items in her possession;

(b) Wife shall transfer all interest in a 1984 Olds Cutlass and a 1978 Ford Truck to Husband;

(c) Husband shall transfer all interest in a 1991 Buick Century and a 1986 Nissan Truck to Wife;

(d) To the extent, not listed herein, each party shall retain all personality in his or her current possession as their separate and distinct property; and

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS

AT LAW  
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CLEARFIELD, PA 16830

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DUBOIS, PA 15801

(e) Should at any time it become necessary for either party to execute any titles, Deed or similar documents to give effect to this paragraph, it shall be done immediately upon request of the other party;

9. Pennsylvania State Police Pension/Retirement: With regard to Husband's Pennsylvania State Police Pension/Retirement, in consideration of the provisions hereinafter stated, Wife shall waive all interest in and to said pension benefits. In consideration of same, Husband shall pay to Wife the sum of Six hundred dollars (\$600.00) per month for a period of seven (7) years, thereafter Four hundred dollars (\$400.00) per month for a period of five (5) years, thereafter Three hundred dollars (\$300.00) per month for a period of five (5) years. Husband shall commence said monthly payments to Wife beginning with the first day of December, 1995, with each subsequent payment being due on the first day of each month thereafter. In addition, Husband shall cause Wife to be the named beneficiary on his retirement policy such that in the event of Husband's death, Wife shall be entitled to receive one-half (1/2) of the current monthly payments received by Husband, i.e., One thousand three hundred seven dollars and fifty cents (\$1,307.50).

It is specifically understood that the provisions set forth herein regarding payments to Wife, are not to be considered alimony, but rather represent equitable distribution to Wife in consideration of Husband's pension benefits.

10. Alimony: It is specifically understood that Wife waives any and all rights to alimony.

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11. Attorney Fees: It is specifically understood that both parties shall be responsible for their own attorney fees.

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, to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance, right to take property under equitable distribution, right to take under the intestacy laws, right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each Will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry in to 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 and 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,

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
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—  
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and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

14. 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.

15. 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.

16. Voluntary Execution: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

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

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
108 EAST PINE STREET  
CLEARFIELD, PA 16830

111 NORTH BRADY STREET  
DUBOIS, PA 15801

18. 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.

19. 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.

20. 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.

21. Applicable Law: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

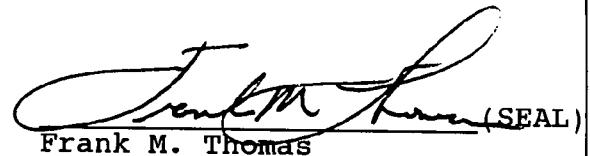
22. Void Clauses: If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid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

23. Affidavits of Consent: The parties do hereby agree to execute and file with the Court an Affidavit of Consent to the

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
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CLEARFIELD, PA 16830  
—  
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DUBOIS, PA 15801

above-captioned divorce action contemporaneously with the execution of this Agreement.

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



Frank M. Thomas (SEAL)



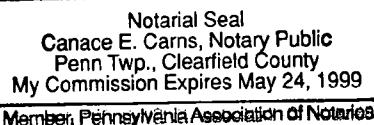
Jennetta M. Thomas (SEAL)

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
108 EAST PINE STREET  
CLEARFIELD, PA 16830  
111 NORTH BRADY STREET  
DUBOIS, PA 15801

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CLEARFIELD ) SS

On this 28th day of November, 1995, before  
me, the undersigned officer, personally appeared FRANK M. THOMAS,  
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 notarial  
seal the day and year first above written.



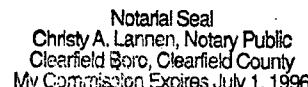
Member, Pennsylvania Association of Notaries

*Canace E. Carns*

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CLEARFIELD ) SS

On this 21<sup>st</sup> day of November, 1995, before  
me, the undersigned officer, personally appeared JENNETTA M.  
THOMAS, 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 notarial  
seal the day and year first above written.



*Christy A. Lannen*

MILGRUB & LHOTA  
ATTORNEYS & COUNSELORS  
AT LAW  
108 EAST PINE STREET  
CLEARFIELD, PA 16830  
—  
111 NORTH BRADY STREET  
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FRANK M. THOMAS, Plaintiff

-vs-

JENNSETTA M. THOMAS,  
Defendant

PRAECIPE TO TRANSMIT RECORD

FILED

7,014,  
ERG (DCC:2)  
NADL  
DEC 01 1995

William A. Shaw  
Prothonotary

MILGRUB & LHOTA

*Attorneys & Counselors at Law*  
108 EAST PINE STREET  
CLEARFIELD, PENNSYLVANIA 16830

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