

04-975-CD
JASON JAMES FOSTER VS ERIN MEL FOSTER

Jason Foster vs Erin Foster
2004-975-CD

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

JASON JAMES FOSTER

Plaintiff

v.

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* NO: 04-~~975~~ - CD

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* Type of Case: Divorce

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* Type of Pleading: Complaint

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* Filed on Behalf of: Plaintiff

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* Counsel of Record for this Party:

* John Sughrue, Esquire

* Attorney I. D. No. 01037

* 23 North Second Street

* Clearfield, PA 16830

* Phone: (814) 765-1704

* Fax: (814) 765-6959

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* Other Counsel of Record:

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FILED

JUN 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

JASON JAMES FOSTER *
Plaintiff *
*
* NO: 04 - - CD
v. *
*
*
ERIN MIEL FOSTER *
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 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 the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 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 local help:

Court Administrator's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, Pennsylvania 16830
Telephone: (814) 765-2641, Ext. 5982

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

JASON JAMES FOSTER	*
Plaintiff	*
	*
v.	*
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	*
ERIN MIEL FOSTER	*
Defendant	*

COMPLAINT

AND NOW, comes the Plaintiff, JASON JAMES FOSTER, by his attorney, John Sughrue, and files the following action or actions against the above named Defendant, under the Divorce Code, upon certain causes of action and claims, whereof the following are statements:

1. The Plaintiff is JASON JAMES FOSTER, an adult individual, who resides at 424 Seventh Street, Philipsburg, Clearfield County, Pennsylvania 16866.
2. The Defendant is ERIN MIEL FOSTER, an adult individual, who resides at 322 Green Road, Woodland, Clearfield County, Pennsylvania 16881.
3. Plaintiff has been a bona fide resident in the Commonwealth of Pennsylvania for at least six months immediately prior to the filing of this Complaint.
4. The Plaintiff and Defendant were married on September 17, 2002, and separated on or about September 30, 2003.
5. There was no child born of the marriage between the parties.

6. Neither Plaintiff nor Defendant is in the Military or Naval Services of the United States or its allies within the provisions of the Soldiers' and Sailors' Civil Relief Act of the Congress of 1940 and its amendments.

7. There have been no prior actions of divorce or for an annulment of the marriage between the parties in this or in any other jurisdiction.

8. There is no collusion or agreement between the parties as to the institution of this action.

9. Plaintiff has been advised of the availability of counseling and that he may have the right to request that the Court require the parties to participate in counseling.

COUNT I—DIVORCE

10. Paragraphs 1 through 9 of this Complaint are incorporated herein by reference, as though the same were set forth herein at length verbatim.

11. The Plaintiff seeks a divorce from the bonds of matrimony and in support thereof states that the marriage is irretrievably broken within the meaning of §3301 (c) & §3301 (d) of the Divorce Code.

WHEREFORE, Plaintiff requests your Honorable Court to enter a decree of divorce, divorcing Plaintiff and Defendant absolutely.

COUNT II—EQUITABLE DISTRIBUTION

12. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference, as though the same were set forth herein at length verbatim.

13. Plaintiff acquired prior to marriage and brought with him into the marriage certain personal property which is non-marital property and to which he is entitled by law.

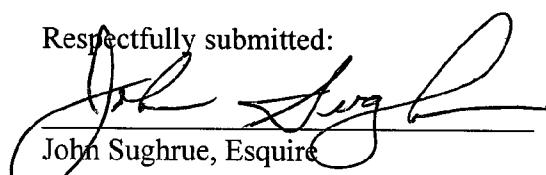
14. Plaintiff and Defendant have legally and beneficially acquired property, both real and personal, within the meaning of §3502 of the Divorce Code from their marriage on September 17, 2002 to the present.

15. As of the date of the filing of this Complaint, Plaintiff and Defendant have not been able to agree in writing to an equitable division of said marital property.

16. If the parties are unable to agree to a division of property, a full and complete inventory and appraisement of all property owned and/or possessed by Plaintiff will be filed by him in accordance with applicable rules of court hereinafter.

WHEREFORE, Plaintiff requests your Honorable Court to determine and equitably divide and distribute all marital property and non-marital property.

Respectfully submitted:



John Sughrue, Esquire
Attorney for Plaintiff

VERIFICATION

I, Jason James Foster, Plaintiff, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: June 24, 04

Jason James Foster, Plaintiff


Jason James Foster

FILED Atty pd.
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William A. Shaw
Prothonotary/Clerk of Courts

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

JASON JAMES FOSTER

*
Plaintiff
*

v.

* NO: 04 - 975 - CD

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ERIN MIEL FOSTER

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Defendant
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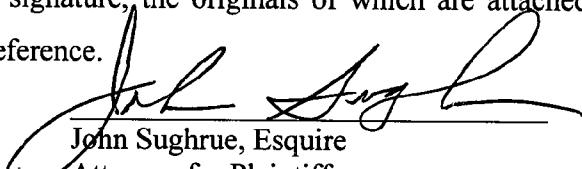
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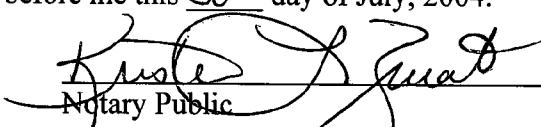
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
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The undersigned, John Sughrue, Attorney for Plaintiff in the above-captioned matter, being duly sworn according to law, deposes and says that he caused a certified copy of a Complaint in Divorce and Acceptance of Service to be served on Defendant, July 1, 2004, in accordance with Pa.R.C.P. 1920.4 by mailing the same to Defendant on June 29, 2004 at her last known residence, 322 Green Road, Woodland, PA 16881, by United States Mail, Certified, Restricted Delivery, Return Receipt Requested and that the same was received by Defendant on July 1, 2004, as evidenced by Certified Mail Mailing Receipt and Return Receipt No. 7000 1670 0002 4682 3868, bearing Defendant's signature, the originals of which are attached hereto as Exhibit A and incorporated herein by reference.


John Sughrue, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me this 30th day of July, 2004.


Kristen L. Zurat
Notary Public

My Commission Expires:

NOTARIAL SEAL
KRISTEN L. ZURAT, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD CO., PA
MY COMMISSION EXPIRES MAY 7, 2005

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

JASON JAMES FOSTER

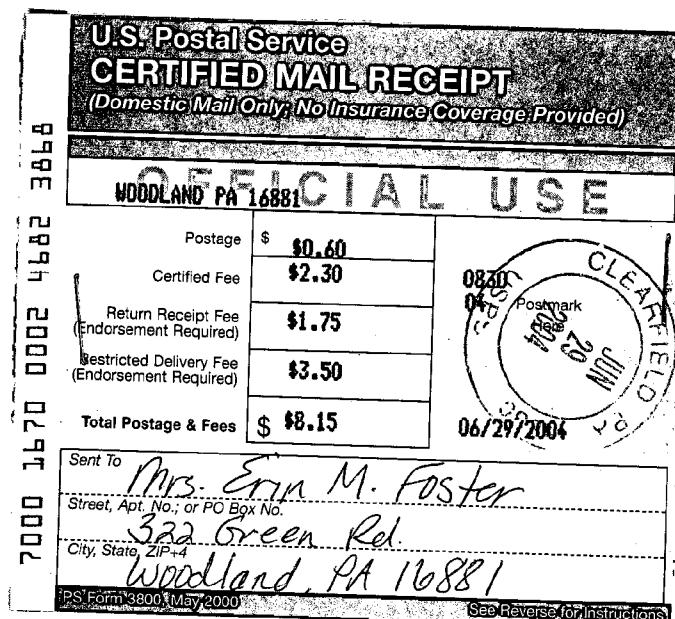
Plaintiff

v.

* NO: 04 - 975 - CD

ERIN MIEL FOSTER

Defendant



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mrs. Erin M. Foster
322 Green Road
Woodland, PA 16881

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

D. Is delivery address different from item 1? Yes No
If Yes, enter delivery address below:

JUL 02 2004

BY:

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 1670 0002 4682 3868

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

JASON JAMES FOSTER

Plaintiff

*

v.

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No: 04 - 975 - CD

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ERIN MIEL FOSTER

Defendant

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William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under §3301(c) of the Pennsylvania Divorce Code was filed on June 25, 2004.

2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of the filing and service 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; however, all related claims which were raised or could have been raised have been resolved pursuant to that certain Agreement between the parties dated December 9, 2004, the substance of which is incorporated herein by reference. The parties request that said agreement be approved and adopted by the Court as its adjudication of all issues and claims raised herein and contained in said agreement and that said agreement be incorporated in the final divorce decree with the provision that said agreement shall not merge with, but shall survive, the decree.

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

Date: December 14, 2004


Erin Miel Foster, Defendant

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

JASON JAMES FOSTER

*

Plaintiff

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v.

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* No: 04 - 975 - CD

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ERIN MIEL FOSTER

Defendant

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William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under §3301(c) of the Pennsylvania Divorce Code was filed on June 25, 2004.

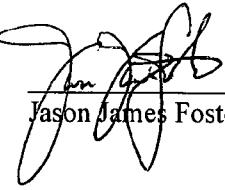
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of the filing and service of the Complaint.

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; however, all related claims which were raised or could have been raised have been resolved pursuant to that certain Agreement between the parties dated December 9, 2004, the substance of which is incorporated herein by reference. The parties request that said agreement be approved and adopted by the Court as its adjudication of all issues and claims raised herein and contained in said agreement and that said agreement be incorporated in the final divorce decree with the provision that said agreement shall not merge with, but shall survive, the decree.

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

Date: December 9, 2004


Jason James Foster, Plaintiff

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

JASON JAMES FOSTER

Plaintiff

v.

ERIN MIEL FOSTER

Defendant

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No: 04 - 975 - CD

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Prothonotary/Clerk of Courts

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

1. I consent to the entry of a final Decree of Divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees, or expenses if I do not claim them before a divorce is granted; however, all related claims which were raised or could have been raised have been resolved pursuant to that certain Agreement between the parties dated December 9, 2004, the substance of which is incorporated herein by reference.
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: December 14, 2004


Erin Miel Foster, Defendant

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

JASON JAMES FOSTER

Plaintiff

v.

ERIN MIEL FOSTER

Defendant

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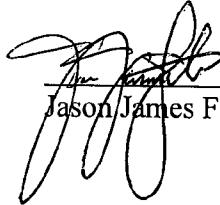
William A. Shaw E612
Prothonotary/Clerk of Courts

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

1. I consent to the entry of a final Decree of Divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees, or expenses if I do not claim them before a divorce is granted; however, all related claims which were raised or could have been raised have been resolved pursuant to that certain Agreement between the parties dated December 9, 2004, the substance of which is incorporated herein by reference.
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: December 9, 2004



Jason James Foster, Plaintiff

04-975-CD

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made this 9th day of December, 2004 at Clearfield, Pennsylvania, by and between JASON JAMES FOSTER of 201 Vairo Blvd., Apt. 308, State College, Centre County, Pennsylvania 16803, hereinafter referred to as "Husband;"

-and-

ERIN MIEL FOSTER, of 322 Green Road, Woodland, Clearfield County, Pennsylvania 16881, hereinafter referred to as "Wife."

W I T N E S S:

WHEREAS, Husband and Wife were married on September 17, 2002;

WHEREAS, there were no children born of this marriage;

WHEREAS, certain differences, disputes, and difficulties have arisen between the parties causing them to live separate and apart commencing on or about September 30, 2003 and a civil action to be filed on June 25, 2004 under the Divorce Code of Pennsylvania in the Court of Common Pleas of Clearfield County, Pennsylvania at No. 04-975-CD, under the caption: JASON JAMES FOSTER, Plaintiff, vs. ERIN MIEL FOSTER, Defendant (hereafter "Action"); and

WHEREAS, the parties have agreed and desire to enter into a written agreement providing for the orderly, amicable, full, complete, and final settlement of the issues of divorce, equitable distribution of marital property, spousal support, alimony, alimony pendente lite, counsel fees, court costs, and expenses, and in general the settling of any and all claims and possible claims by one against the other or against their respective estates.

NOW THEREFORE, incorporating the foregoing by reference, in consideration of mutual covenants hereinafter set forth and intending to be legally bound hereby, the parties agree as follows:

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William A. Shaw
Prothonotary/Clerk of Courts

1. Divorce.

A. The parties acknowledge that their marriage is irretrievably broken within the meaning of §3301(c) of the Pennsylvania Divorce Code. It is agreed that a final divorce decree shall be submitted to the Court of Common Pleas of Clearfield County for entry of record in the Action providing for a divorce from the bonds of matrimony under §3301(c) of the Divorce Code and adjudicating the issues resolved herein in accordance with this Agreement by incorporating the terms and provisions of this Agreement in said decree as the adjudication of the Court. This Agreement shall not merge with the Court's decree, but survive and be fully enforceable between the parties subsequent to said decree. In the event the Court refuses or fails to enter such a decree, this Agreement shall be null and void.

B. Concurrent with the execution of this Agreement, each party shall, if they have not previously done so, immediately execute and deliver to counsel for filing an Affidavit of Consent for the entry of a divorce decree in accordance with the terms and conditions of this Agreement and Waivers of Notice of Intention to Request Entry of a Divorce Decree Under §3301(c) of the Divorce Code. By execution of this Agreement, they have and do authorize counsel to file said Affidavits of Consent and Waivers of Notice at such time that said Agreement is executed by both parties hereto. At such time as this Agreement is executed by both parties, counsel shall, if they have not done so, file of record said Affidavits of Consent and Waivers of Notice and any counsel of record shall be and is hereby authorized to execute and file a Praecept to Transmit the Record to the Court for entry of a divorce decree in the form of the divorce decree attached hereto as Exhibit A and incorporated herein by reference.

C. If any party fails to execute an Affidavit of Consent under §3301(c) as provided for herein, the other party may, in his or her discretion, prosecute an Action of divorce on any other basis provided for by law and this executed Agreement shall be effective and binding on all parties hereto on all issues except the issues of counsel fees, costs, and expenses, jurisdiction of which shall revert to the Court of Common Pleas of Clearfield County, Pennsylvania during the pendency of the divorce Action to be adjudicated by the Court in accordance with the law and the circumstances of the case.

2. Personal Rights. Husband and Wife may and shall at all times hereafter live separate and apart. Each shall be free from all control, restraint, interference, authority, direct or indirect, from the other in all respects as if they were unmarried. Each may for her or his separate use or benefit, conduct, carry on, or engage in any business, occupation, profession or employment which to her or him may seem advisable.

3. Desire of the Parties. This Agreement is intended and shall constitute a full, complete, and final settlement between the parties of all claims for divorce, spousal support, alimony, alimony pendente lite, counsel fees, expenses, court costs, and equitable property distribution, and issues which were raised or could have been raised by either party in the aforementioned divorce Action under the Divorce Code of Pennsylvania, related laws, or as a result of the parties' marriage or arising therefrom.

4. Full Disclosure. Each of the parties hereto acknowledges and confirms that each is knowledgeable of and familiar with the joint and individual assets and liabilities of the parties hereto and their approximate value as of the filing of the Divorce Complaint; or, in the alternative, to the extent one or both parties is not familiar with a particular asset, liability and/or its value, that the same has been disclosed. Each of the parties hereto further acknowledge and con-

firm that it is their intent by this agreement to identify all marital and non-marital assets and debts and to provide for the distribution of the same and/or the assumption and payment of all marital debt. Notwithstanding the foregoing, property which is, in fact, non-marital property does not have to be included in this agreement, but it may be. In the event that subsequent to the entry of a final economic order in the Action, a marital asset or debt is determined to have not been included in this agreement, either intentionally, negligently or inadvertently, it shall be presumed, subject to rebuttal, that each party had knowledge of such after discovered asset and/or liability and its approximate value. Such presumption shall be conclusive unless a party adversely effected by such asset and/or liability establishes before a court of competent jurisdiction with a preponderance of the evidence that he or she did not have actual or constructive knowledge of such asset and/or liability and its approximate value at the time he or she executed this agreement.

5. Mutual Releases. Husband and Wife each do hereby mutually remise, release, quit-claim and forever discharge the other and the estate of such other, for all time to come, and for all purposes whatsoever, of and from any and all rights, titles and interests, or claims in or against the property (including income and gain from property hereafter accruing) of the other or against the estate of such other, of whatever nature and wheresoever situate, which he or she now has or at any time hereafter may have against such other, the estate of such other or any part thereof, whether arising out of any former acts, contracts, engagements or liabilities of such other or by way of dower or courtesy, or claims in the nature of dower or courtesy of widow's or widower's rights, family exemption or similar allowance, or under the intestate laws, or the right to take against the spouse's Will; or the right to treat a lifetime conveyance by the other as testamentary, or all other rights of a surviving spouse to participate in a deceased spouse's estate, whether arising

ing under the laws of (a) Pennsylvania, (b) any state, commonwealth or territory of the United States, or (c) any other country, or any rights which either party may have or at any time hereafter have for past, present or future support maintenance, alimony, alimony pendente lite, counsel fees, costs or expenses, whether arising as a result of the marital relation or otherwise, except, and only except, all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any thereof. It is the intention of Husband and Wife to give to each by the execution of this Agreement a full, complete, and general release with respect to any and all property of any kind or nature, real, personal, or mixed which the other now owns or may hereafter acquire, except and only except, all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any thereof.

6. Distribution of Property. The real and personal property of the parties, including marital and non-marital property, shall be distributed as provided herein and received and/or held by the distributee as his or her own property free and clear of any lien or claim by the other spouse:

A. To the Husband:

- (1) All property, real and personal, regardless of present value, acquired by Husband prior to marriage, by inheritance, or by gift from any person other than Wife;
- (2) 2002 Dodge Ram Truck; subject however, to all loans against the vehicle, including Pennsylvania State Education Credit Union (hereafter "PSECU") Loan No. 15, which Husband agrees to pay in full;
- (3) Checking accounts, savings accounts, and other depository accounts, if any, titled in Husband's name individually or that part of such joint accounts which Husband withdrew, retained, or received, as the case may be;

(4) All employment benefits and retirement benefits, including amounts contributed by participant and employer and including by way of illustration, pension, profit sharing, 401Ks, stock plans, stock option plans, life insurance, disability insurance, annuities, employee savings plans and the like associated with or arising out of Husband's employment with Lowe's Companies, Inc, including, specifically, the 401K qualified benefit having a value as of July 31, 2004 of approximately \$10,507.00;

(5) All life insurance policies owned by Husband or for which he is the insured;

(6) All other tangible personal property presently in the Husband's possession, including such acquired prior, during, or subsequent to marriage except for the following such property which is to be delivered to Wife: NONE

B. To the Wife:

(1) All property, real and personal, regardless of present value, acquired by Wife prior to marriage, by inheritance, or by gift from any person other than Husband;

(2) All right, title, interest, choses in Action, and claims of whatsoever nature, real and personal, of which the parties are seized in real property together with improvements situate in Bradford Township, Clearfield County, Pennsylvania commonly known as 322 Green Road, Woodland, PA 16881, and being more particularly described in Deed from Jeffrey S. Cutler, et ux, recorded in the Clearfield County, PA Recorder's Office as Instrument No. 200004898; believed to have a value of approximately \$65,000.00, under and subject however to Norwest Mortgage, Inc. Mortgage Bond and Mortgage Lien dated April 10, 2000 and recorded in Clearfield County as Instrument No. 200004899 (now assigned to and/or service by Wells Fargo Bank), having a present balance of approximately \$48,000.00; and further subject to Clearfield Bank & Trust Company, Home

Equity Loan (Account No. 12472824) in the amount of approximately \$16,000.00. The parties agree, as hereafter more fully set forth, that Wife shall be responsible for the payment of the Norwest Mortgage, Inc. loan and Husband shall be responsible for the payment of the Clearfield Bank & Trust Company Home Equity Loan. Notwithstanding the foregoing, Wife may remortgage the property at such time as she is able or chooses to do so. Husband shall, at such time as he is released from personal liability on the Norwest Mortgage, Inc. loan, or said Mortgage is paid off, deliver a special warranty deed for the property to Wife;

(3) 2001 Ford Escort; subject however, to all loans against the vehicle, including specifically, PSECU Loan No. 11, which Wife agrees to pay in full;

(4) Checking Accounts, savings accounts, and other depository accounts, if any, titled in Wife's name individually or that part of such joint accounts which Wife withdrew, retained, or received, as the case may be;

(5) All employment benefits and retirement benefits, including amounts contributed by participant and employer and including by way of illustration, , pension, profit sharing, 401Ks, stock plans, stock option plans, life insurance, disability insurance, annuities, employee savings plans and the like associated with or arising out of Wife's employment with Pennsylvania State University, including, specifically, her retirement portfolio, which had a value as of June 30, 2004 of approximately \$18,300.00;

(6) All life insurance policies owned by Wife or for which she is the insured;

(7) All other tangible personal property presently in the Wife's possession, including such acquired prior, during, or subsequent to marriage except for the following such property which is to be delivered to Husband: NONE.

7. Debts. With respect to the debts and obligations of the parties acquired both jointly and individually prior to or during marriage, the parties agree as follows:

A. Each party hereto warrants to the other that he or she has not incurred in the past and will not incur in the future any debts in the name of the other party except as disclosed in this Agreement;

B. Except as otherwise provided in this agreement, each party hereto agrees to be responsible for and to pay all debt, if any, incurred by him or her prior to, during the marriage, subsequent to separation, and subsequent to execution of this agreement and for all debt secured by any asset distributed to him or her under this Agreement;

C. Wife agrees to be solely responsible for and to pay in full, the following individual or joint debts of the parties:

(1) Norwest Mortgage, Inc., (now Wells Fargo Bank) Mortgage Note secured by Mortgage on marital residence, Bradford Township, Clearfield County, PA, referenced in Paragraph 6 B (2) above, in the amount of approximately \$48,000.00;

(2) PSECU Loan No. 0199644097-11 secured by title lien on 2001 Ford Escort;

(3) All credit card accounts and revolving credit accounts, if any, titled in her name regardless of when said accounts were opened or used;

D. Husband agrees to be solely responsible for and to pay in full, the following individual or joint debts of the parties:

- (1) Clearfield Bank & Trust Company Home Equity Account No. 12472824 in the approximate amount of \$16,000.00;
- (2) Beneficial Finance Company, Account No. 711707105323059 in the amount of approximately \$10,000.00;
- (3) PSECU Personal Loan, Account No. 0199644097-1 in the amount of approximately \$5,000.00;
- (4) PSECU Loan No. 0199644097-15 secured by title lien on 2002 Dodge Ram Truck;
- (5) All credit card accounts and revolving credit accounts, if any, titled in her name regardless of when said accounts were opened or used;

E. Each party agrees to be responsible for and to pay in full all debts and obligations assumed by them herein in accordance with the debt contract, together with such late charges, assessments, or other charges connected with said debts and obligations, if any, and to pay the same in a timely manner and each hereby agrees to and does hereby indemnify and save the other harmless from any and all pecuniary loss related to or arising out of the debts and/or obligations assumed by him or her, including reasonable attorney's fees and expenses in the event an indemnified party is required to respond to or defend any actions of collection as a result of the other party's failure to comply with his or her obligations under the agreement;

F. Each party agrees that he or she has not in the past and will not in the future incur and is not presently paying or owes any debt in the name or for the account of the other party hereto except as follows:

G. Each party hereto agrees upon execution of this agreement to refinance the loan against the motor vehicles transferred to them hereunder and to transfer the title of the vehicle received by each into his or her own name. If the lender of the loan secured by such vehicle is not then willing to allow the vehicle to be refinanced, it shall be refinanced and transferred into the owner's individual name as soon thereafter as the lender is willing to permit it. Until such transfer, each party agrees to keep said vehicle fully covered with liability insurance until such transfer from the other party's name.

8. Spousal Support, Temporary Alimony, Alimony Pendente Lite and Alimony. Each party hereby acknowledges that they are gainfully employed and capable of maintaining himself or herself substantially in accordance with the standard of living enjoyed during the marriage as a result of the property received in distribution and/or through appropriate employment. Accordingly, each party hereby gives up, waives, and releases for all time any and all right or claim they may have against the other for spousal support, temporary alimony, and permanent alimony.

9. Counsel Fees. Each party shall be responsible for payment of his or her individual attorney's fees, costs, and expenses incurred by them in connection with this Agreement and all other matters.

10. Additional Instrument. Each of the parties, from time to time, at the request of the other, shall 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.

11. Subsequently Acquired Property. Husband and Wife agree to waive and relinquish any and all right that he or she may now have or hereafter acquire in any real or tangible or intangible personal property acquired by the other party subsequent to the parties' separation on or about September 30, 2003 except as otherwise specifically provided for in this Agreement. Hus-

band and Wife specifically agree to waive and relinquish all rights in and claims to such property that may arise as a result of the marriage relationship, including without limitation, dower, courtesy, right to equitable distribution under the Divorce Code, statutory allowance, widow's allowance, right to inherit under the Pennsylvania intestate Statutes, right to take to elect against the Will of the other and intervivos transfers by 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 which may be necessary or advisable to effectively and legally effectuate the mutual waiver and relinquishment of such interest, rights, and claims.

12. Warranty as to Future Obligations. Husband and Wife each covenant, warrant, represent, and agree that each will now and at all times hereafter save harmless and keep the other indemnified from all debts, charges, and liabilities incurred by the other after the execution date of this Agreement, except as may be otherwise specifically provided for by the terms of this Agreement, and that neither of them shall hereafter incur any liability whatsoever for which the other may be liable.

13. Advice of Counsel. The parties hereby acknowledge that this Agreement has been prepared by John Sughrue as attorney for Husband. Wife further acknowledges that she has been advised that she should secure an attorney of her choice to review the Agreement for her and explain its meaning. Both parties acknowledge that they have either received such independent legal advice from counsel of their selection, that they fully understand the facts, and have been fully informed as to their legal rights and obligations or in the alternative, have been given an opportunity to do so and have voluntarily chosen not to do so. Both parties acknowledge and accept that this Agreement is, under the circumstances of their marriage, fair and equitable; that it is being entered into freely and voluntarily after having received such advice or after due consid-

eration and with such knowledge; that execution of this Agreement is not the result of any duress or undue influence; and that it is not the result of any collusion or improper or illegal agreement or agreements.

14. Understanding. 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.

15. Waiver or Modification to be in Writing. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

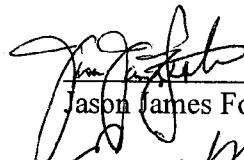
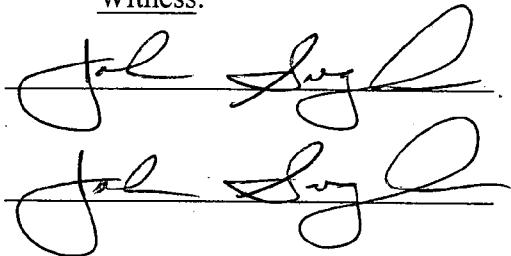
16. Entry as Part of Decree. It is the intention of the parties that this Agreement shall survive the Action, which has been instituted by Husband in Clearfield County filed to No. 04-975-CD and that no decree of divorce shall affect or modify the financial terms of this Agreement. It is agreed by the parties that upon execution of this Agreement, they shall also execute Affidavits of Consent and Waivers of Twenty Days Prior Notice of Intent to Request Entry of Divorce Decree. This Agreement may by reference be embodied in and made a part of any final divorce decree. Further, either party hereto may file this agreement in the Action.

17. Agreement Binding on Heirs. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns.

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

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

Witness:



(SEAL)

Jason James Foster



(SEAL)

Erin Miel Foster

COMMONWEALTH OF PENNSYLVANIA

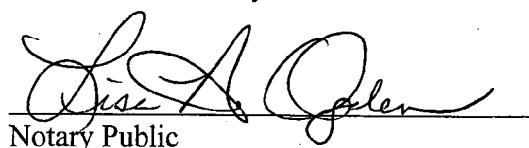
: SS.

COUNTY OF CLEARFIELD

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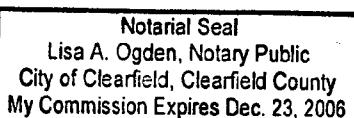
On this, the 9th day of December, 2004, before me, the undersigned authority, personally appeared Jason James Foster, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Notary Public

My commission expires:



Member, Pennsylvania Association of Notaries

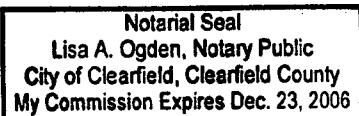
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 14th day of December, 2004, before me, the undersigned authority, personally appeared Erin Miel Foster, 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 have hereunto subscribed my hand and official seal.


Lisa A. Ogden
Notary Public

My commission expires:



Member, Pennsylvania Association of Notaries

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

JASON JAMES FOSTER

Plaintiff

*

*

*

v.

* NO: 04 - 975 - CD

*

*

ERIN MIEL FOSTER

Defendant

*

*

DECREE OF DIVORCE

AND NOW, to wit: this _____ day of _____, 2004 it is **ORDERED**,
ADJUDGED, and **DECREED** that JASON JAMES FOSTER, Plaintiff, and ERIN MIEL
FOSTER, Defendant, shall be and hereby are divorced from the bonds of matrimony.

FURTHER, that certain agreement between the parties dated November _____, 2004 is
hereby approved and is incorporated herein by reference as a part of this divorce decree and is
hereby adopted by the Court as its adjudication of all issues and claims raised herein and
contained in said agreement. Said agreement shall not merge with, but shall survive this decree.

AND FURTHER, the Court retains jurisdiction to hereafter enter a **Qualified Domestic**
Relations Order consistent with and to effectuate the provisions of said Agreement.

BY THE COURT:

Judge

EXHIBIT A

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

JASON JAMES FOSTER

*

Plaintiff

*

*

v.

* No: 04 - 975 - CD

*

*

ERIN MIEL FOSTER

*

Defendant

*

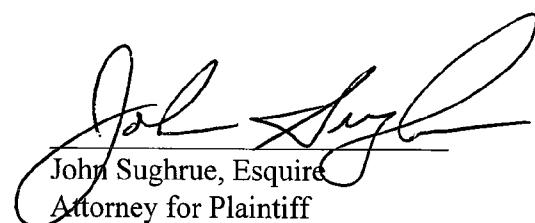
CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on December 15, 2004, I caused a true and correct copy of Plaintiff's and Defendant's Affidavits of Consent and Waiver of Notice of Intention to Request Entry of a Divorce Decree Under §3301(c) of the Divorce Code, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

Erin Miel Foster
322 Green Rd.
Woodland, PA 16881

Date: December 15, 2004



John Sughrue, Esquire
Attorney for Plaintiff

cc: Jason Foster w/ encs.

FILED

DEC 15 2004

EGL

1:50 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 CBLT to ATR

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

JASON JAMES FOSTER

Plaintiff

v.

ERIN MIEL FOSTER

Defendant

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*
*
* No: 04 - 975 - CD
*
*
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*
*

FILED

0 1:40p.m. 6K
MAR 21 2005

1cc to Atty

William A. Shaw
Prothonotary

PRAECIPE TO TRANSMIT RECORD

TO WILLIAM A. SHAW, PROTHONOTARY.

Transmit the record, together with the following information, to the court for entry of a
Divorce Decree.

1. Ground for Divorce: Irretrievable breakdown under §3301(c) of the Divorce Code.
2. On July 1, 2004, Defendant was served with a certified copy of Plaintiff's Complaint
in Divorce in this action by certified mail, restricted delivery, which service appears of record by
affidavit of Plaintiff's counsel.
3. Date of execution of the Affidavit of Consent required by §3301(c) of the
Pennsylvania Divorce Code: by Plaintiff on December 9, 2004; by Defendant on December 14,
2004, said affidavits being filed of record December 15, 2004.
4. Date of execution of Waiver of Notice of intention to Request Entry of a Divorce
Decree under Section 3301(c) and (d) of the Divorce Code: by Plaintiff on December 9, 2004;
by Defendant on December 14, 2004, said waivers being filed of record December 15, 2004.
5. Related claims pending: All related claims which were raised or could have been
raised have been resolved pursuant to that certain Agreement) between the parties dated
December 9, 2004, a copy of which has been filed of record and incorporated in the Decree by

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

JASON JAMES FOSTER

*
Plaintiff
*
*

v.

* No: 04 - 975 - CD

*
*
*

ERIN MIEL FOSTER

*
Defendant
*

FILED

0 1:40p.m. 6K
MAR 21 2005

cc to Atty

William A. Shaw
Prothonotary

PRAECIPE TO TRANSMIT RECORD

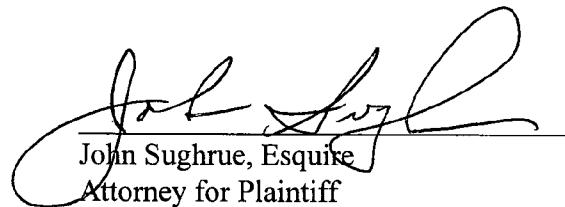
TO WILLIAM A. SHAW, PROTHONOTARY.

Transmit the record, together with the following information, to the court for entry of a
Divorce Decree.

1. Ground for Divorce: Irretrievable breakdown under §3301(c) of the Divorce Code.
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3. Date of execution of the Affidavit of Consent required by §3301(c) of the
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2004, said affidavits being filed of record December 15, 2004.
4. Date of execution of Waiver of Notice of intention to Request Entry of a Divorce
Decree under Section 3301(c) and (d) of the Divorce Code: by Plaintiff on December 9, 2004;
by Defendant on December 14, 2004, said waivers being filed of record December 15, 2004.
5. Related claims pending: All related claims which were raised or could have been
raised have been resolved pursuant to that certain Agreement) between the parties dated
December 9, 2004, a copy of which has been filed of record and incorporated in the Decree by

reference. In accordance with Affidavits of Consent, the parties request that said agreement be approved and adopted by the Court as its adjudication of all issues and claims raised in this action and/or contained in said agreement and that said agreement be incorporated in the final divorce decree with the provision that said agreement shall not merge with, but shall survive, the decree.

6. The Defendant is not currently represented in this matter.
7. The parties have stipulated in said Agreement that the final Decree shall be entered in the form of the Decree attached hereto. The parties request the Court to execute and enter the Divorce Decree attached to this praecipe.
8. The parties have waived notice of intention to file a praecipe to transmit the record as set forth above.



John Sughrue, Esquire
Attorney for Plaintiff

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

JASON JAMES FOSTER

Plaintiff

*

*

*

v.

* NO: 04 - 975 - CD

*

*

*

ERIN MIEL FOSTER

Defendant

*

DECREE OF DIVORCE

AND NOW, to wit: this 21st day of March, 2005 it is **ORDERED**,
ADJUDGED, and **DECREED** that JASON JAMES FOSTER, Plaintiff, and ERIN MIEL
FOSTER, Defendant, shall be and hereby are divorced from the bonds of matrimony.

FURTHER, that certain agreement between the parties dated December 9, 2004 is hereby
approved and is incorporated herein by reference as a part of this divorce decree and is hereby
adopted by the Court as its adjudication of all issues and claims raised herein and contained in
said agreement. Said agreement shall not merge with, but shall survive this decree.

AND FURTHER, the Court retains jurisdiction to hereafter enter a **Qualified Domestic
Relations Order** consistent with and to effectuate the provisions of said Agreement.

BY THE COURT:

Paul E. Cleary
Judge

COUNTY

CLEARFIELD

RECORD OF	
DIVORCE	OR
ANNULMENT	
(CHECK ONE) <input checked="" type="checkbox"/> <input type="checkbox"/>	

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME	(First) JAMES	(Middle) JASON	(Last) FOSTER	2. DATE OF BIRTH	(Month) 7	(Day) / 27	(Year) / 1976
3. RESIDENCE	Street or R.D. 201 Vairo Blvd,	City, Boro. or Twp. Apt. 308, State College,	County PA	4. PLACE OF BIRTH	(State or Foreign Country) Pennsylvania		
5. NUMBER OF THIS MARRIAGE	6. RACE 1	7. RACE WHITE <input checked="" type="checkbox"/>	8. RACE BLACK <input type="checkbox"/>	9. OTHER (Specify)	7. USUAL OCCUPATION Retail Manager		

WIFE

8. MAIDEN NAME	(First) Lesser	(Middle) Erin	(Last) Miel	9. DATE OF BIRTH	(Month) 10	(Day) / 18	(Year) / 1978
10. RESIDENCE	Street or R.D. 322 Green Road,	City, Boro. or Twp. Woodland,	County Clearfield	11. PLACE OF BIRTH	(State or Foreign Country) Pennsylvania		
12. NUMBER OF THIS MARRIAGE	13. RACE 1	14. RACE WHITE <input checked="" type="checkbox"/>	15. RACE BLACK <input type="checkbox"/>	16. USUAL OCCUPATION	Clerical Services		
16. PLACE OF THIS MARRIAGE	17. NUMBER OF CHILDREN UNDER 18.	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/>	19. DEFREE GRANTED TO HUSBAND <input checked="" type="checkbox"/>	16. DATE OF MARRIAGE	(Month) 8 /	(Day) 17 /	(Year) 2002
17A. NUMBER OF CHILDREN THIS MARRIAGE 0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18. 0	18. PLAINTIFF WIFE <input type="checkbox"/>	19. OTHER (Specify) <input type="checkbox"/>	20. NUMBER OF CHILDREN TO CUSTODY OF N/A	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT <input type="checkbox"/>	22. DATE OF DECREE (Month) (Day)	23. DATE REPORT SENT TO VITAL RECORDS (Month) (Year)
				Not F&ault Sec. 3301 (c)			
24. SIGNATURE OF TRANSCRIBING CLERK							