

06-573-CD

In Re: Austin Matthew Lauder

2006-573-CD

In Re: Austin Lauder

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

IN RE:

**AUSTIN MATTHEW LAUDER**, a minor,\*  
by and through his natural Guardian,  
**MICHELE K. DIXON**

\* \* \* \* \* No.06- 573 -CD

Type of Pleading:  
**PETITION FOR CHANGE  
OF NAME**

Filed on behalf of:  
**AUSTIN MATTHEW LAUDER**, a  
minor, by and through his parent and  
natural Guardian, **MICHELE K.  
DIXON**

Counsel of Record of this  
Party:

**TIMOTHY E. DURANT, ESQ.**  
Pa. I.D. No. 21352  
201 North Second Street  
Clearfield, PA 16830  
(814) 765-1711

Filed by:



Timothy E. Durant, Esq.

**FILED** Atty pd.  
01/15/06 085.00  
APR 12 2006 3CC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

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

IN RE: \* No. 06- -CD  
**AUSTIN MATTHEW LAUDER**, a minor,\*  
by and through his parent and natural \*  
guardian **MICHELE K. DIXON** \*

**PETITION FOR NAME CHANGE**

1. Petitioner is **MICHELE K. DIXON**, the mother and natural guardian of **AUSTIN MATTHEW LAUDER**, a 6 year old minor who was born on December 20, 1999.
2. Petitioner desires to change her child's name from **AUSTIN MATTHEW LAUDER** to **AUSTIN MATTHEW DIXON**.
3. The child's natural father, **ADAM JAMES LAUDER** presently resides in a facility known as Allekiski at 1704 4<sup>th</sup> Avenue, Arnold, PA 15068.
4. Petitioner is not, and has never been, married to the child's natural father and has elected to use her last name of Dixon.
5. Since **AUSTIN'S** birth, Petitioner has been his sole or primary caretaker with very little support paid by the natural father.
6. The Petitioner's reasons for desiring this change of name of her child are:
  - a. In February 2001 **AUSTIN** was diagnosed as having a moderate to severe Autistic Disorder.
  - b. In furtherance of her efforts to make life less confusing for **AUSTIN**, Petitioner believes that **AUSTIN** should have the same last name as that of his mother.
  - c. **ADAM JAMES LAUDER** has not had any positive influence on **AUSTIN**.

d. **AUSTIN** is now in kindergarten. Petitioner desires to protect her son from the psychological and emotional confusion which may result to him from the fact that he and his parent have different surnames.

e. **ADAM JAMES LAUDER**, has been incarcerated on five occasions for a total of approximately 1½ years with one of the periods being June 2004 through March 2005 (at SCI Camp Hill and SCI Somerset) and the most recent being in March 22-27, 2006 (at Clearfield County Jail) followed by his commitment to a 90 day term in a half-way house known as Allekiski at 1704 4<sup>th</sup> Avenue, Arnold, PA 15068. Adam is presently scheduled to be released on June 11, 2006.

f. Presently there is a preliminary hearing scheduled for **ADAM JAMES LAUDER** on April 26, 2006 in the Clearfield County Centralized courts at 10:00 a.m. where he faces the charge of harassment, with your petitioner as the victim.

g. The periods of Adam's incarceration have seriously and adversely impacted his visitation with Austin.

7. The residences of the Petitioner during the five years preceding the filing of this Petition are as follows:

- a. From June 28, 2002 through the present date at 85 Church Hill Road, West Decatur, PA 16878.
- b. From April 1, 2001 through June 28, 2002 at Morgan Run Road, West Decatur, PA 16878.

8. Petitioner requests this Court to waive the requirement for official searches of the proper offices of the county wherein Petitioner resides on the grounds that the subject of this petition is a minor and Petitioner avers that there are no judgments or decrees of record or any other matter of

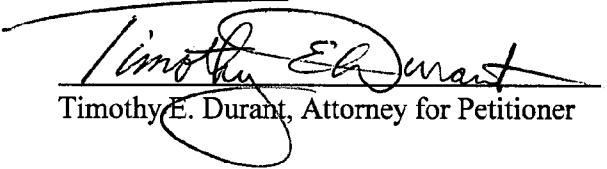
like character against her son.

9. Attached hereto and marked Exhibit "A" is a photostatic copy of AUSTIN MATTHEW LAUDER'S Certification of Birth as filed on January 4, 2000 with the Pennsylvania Department of Health, Vital Records.

WHEREFORE, Petitioner requests that this Court:

- a. Fix a hearing on this petition; and,
- b. Direct notice be given of the filing of this petition and the hearing.

Date: April 12, 2006

  
Timothy E. Durant, Attorney for Petitioner

VERIFICATION

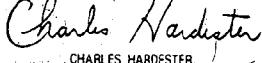
Petitioner verifies that the statements made in this Petition are true and correct. Petitioner understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Michele K. Dixon  
Michele K. Dixon

DATE: 4-4-00

COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF HEALTH  
VITAL RECORDS

*Certification of Birth*

DATE OF BIRTH	<b>12-20-1999</b> (MO. DAY. YEAR)	FILE NO.	<b>4235680-1999</b>
COUNTY OF BIRTH	<b>CLEARFIELD</b>	DATE FILED	<b>01-04-2000</b> (MO. DAY. YEAR)
NAME	<b>AUSTIN MATTHEW LAUDER</b>	DATE ISSUED	<b>02-10-2000</b> (MO. DAY. YEAR)
FATHERS NAME	<b>ADAM JAMES LAUDER</b>	SEX	<b>MALE</b>
MOTHERS MAIDEN NAME	<b>MICHELE KAY DIXON</b>	 This is to certify that this is a true copy of the record which is on file in the Pennsylvania Department of Health, in accordance with Act 66, P.L. 304, approved by the General Assembly, June 29, 1953.	
 CHARLES HARDESTER STATE REGISTRAR		H105.105 (REV. 01-99)	
WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY BY PHOTOSTAT OR PHOTOGRAPH			

TDO

9856202

EXHIBIT A Pg. 1 of 1

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

IN RE: \*

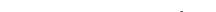
**AUSTIN MATTHEW LAUDER**, a minor,\*  
by and through his natural Guardian, \*  
**MICHELE K. DIXON** \* No.06- 573 -CD  
\* \*

**NOTICE**

Notice is hereby given that, on April 18, 2006 the petition of Michele K. Dixon was filed in the above-named court, requesting an order to change the name of **AUSTIN MATTHEW LAUDER** to **AUSTIN MATTHEW DIXON**.

The Court has fixed the 10<sup>th</sup> day of May, 2006 at 11:00 A.m., in Room No. 1,  
of the Clearfield County Court House, Clearfield, Pennsylvania as the time and place for the hearing  
on said petition, when and where all interested parties may appear and show cause, if any, why the  
request of the petitioner should not be granted.

By the Court:

By the Court:  
  
\_\_\_\_\_  
J.

FILED 3cc  
03/29/06 Atty Duran  
APR 18 2006 CR

William A. Shaw  
Prothonotary/Clerk of Courts

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

IN RE:

AUSTIN MATTHEW LAUDER, a minor,\*  
by and through his natural Guardian, \*  
MICHELE K. DIXON \* \* No.06-573 -CD  
\* \*

**ORDER**

AND NOW, this 18 day of April, 2006 on the motion of petitioner, it is ORDERED that a hearing on the Petition for Change of Name is fixed for May 10, 2006 at 11:00, A. M., in Courtroom 1 of the Clearfield County Court House, Clearfield, Pennsylvania. The petitioner is directed to give notice of the filing of the petition and of the date of the hearing by publication in two newspapers of general circulation in this County, one of which may be the official paper for the publication of legal notices in this county. The petitioner is further directed to give notice of the filing of the petition and the date of the hearing to any non-petitioning parent of a child whose name will be affected, in the following manner CERTIFIED MAIL Return Receipt and 1<sup>ST</sup> class mail.

FTA

By the Court:



J.

FILED 3cc  
03/29/06 Atty Durant  
APR 18 2006 G

William A. Shaw  
Prothonotary/Clerk of Courts

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

IN RE: \* No. 06- 573 -CD

**AUSTIN MATTHEW LAUDER**, a minor,\*  
by and through his natural Guardian,  
**MICHELE K. DIXON**

\*  
\*  
\*  
\*  
\*

Type of Pleading:

**PROOF OF PUBLICATION**

Filed on behalf of:

**AUSTIN MATTHEW LAUDER**, a  
minor, by and through his parent and  
natural Guardian, **MICHELE K.  
DIXON**

Counsel of Record of this  
Party:

**TIMOTHY E. DURANT, ESQ.**  
Pa. I.D. No. 21352  
201 North Second Street  
Clearfield, PA 16830  
(814) 765-1711

Filed by:

Timothy E. Durant  
Timothy E. Durant, Esq.

FILED 1cc  
08/09/06 Amy Durant  
MAY 09 2006 vs

William A. Shaw  
Prothonotary/Clerk of Courts

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

IN RE: \* No. 06- 573 -CD  
**AUSTIN MATTHEW LAUDER**, a minor,\*  
by and through his parent and natural \*  
guardian **MICHELE K. DIXON** \*

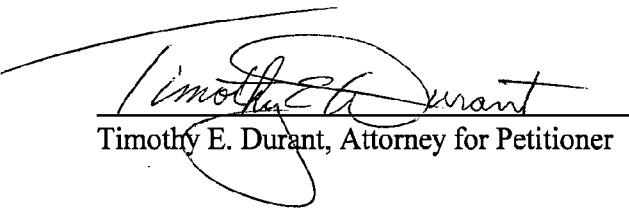
**PROOF OF PUBLICATION**

Attached hereto pertaining to the publication of Notice of Name Change is:

1. The original affidavit from a newspaper of general circulation in Clearfield County (i.e. The Progress) showing publication on April 24, 2006, marked as Exhibit "A", and
2. A photocopy of the actual publication from pages 6 and 7 of the official paper for the publication of legal notices in this county (i.e. the Clearfield County Legal Journal) from Volume 18 No. 17 of said Legal Journal, dated April 28, 2006, marked as Exhibit "B". A bill has not yet been received and therefore an affidavit from said Journal cannot be offered at this time. An affidavit will be filed when received.

These documents are offered to prove that publication in this matter has been made as required by law.

Date: May 8, 2006

  
\_\_\_\_\_  
Timothy E. Durant, Attorney for Petitioner

RECEIVED

MAY 05 2006

T.E. DURANT, ATTY.

NOTICE  
NOTICE IS HEREBY GIVEN that AUSTIN MATTHEW LAUDER, by his mother, MICHELE K. DIXON has filed a Petition in the Court of Common Pleas of Clearfield County, PA, at No. 06-573-CD requesting a decree to change his name to AUSTIN MATTHEW DIXON.

The Court has fixed the 10th day of May, 2006 at 11:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA, as the time and place of hearing, when and where all persons interested may appear and show cause, if any they have, why the prayer of said Petition should not be granted.

Timothy E. Durant, Esquire  
Attorney I.D. No. 21352  
201 North Second Street  
Clearfield, PA 16830  
(814) 765-1711

4:24-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

On this 4th day of May, A.D. 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of April 24, 2006. And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*

COMMONWEALTH OF PENNSYLVANIA	
Notary Public	Notarial Seal
Clearfield, Pa.	Cheryl J. Robison, Notary Public
My Commission Expires	Clearfield Boro, Clearfield County
October 31, 2007	My Commission Expires Oct. 31, 2007
Member, Pennsylvania Association Of Notaries	

Exhibit "A" Pg 1 of 1

# Clearfield County Legal Journal

The Official Legal Journal of the Courts of Clearfield County, PA

**CLEARFIELD COUNTY  
LEGAL JOURNAL**

P. O. Box 521, Clearfield, PA  
Owned and Published Weekly  
by the  
Clearfield County  
Bar Association

Frederick Ammerman ..... President Judge  
Paul Cherry ..... Judge

Earle D. Lees, Jr. ..... President  
Robin Foor ..... Vice President  
Linda C. Lewis ..... Secretary  
Paul Colavecchi ..... Treasurer

Joseph Colavecchi ..... Exec. Editor  
Gary A. Knaresboro ..... Editor

**Executive Committee**

Barbara J. Hugney-Shope ... John R. Ryan  
Linda C. Lewis ..... R. Denning Gearhart  
Ann B. Wood ..... Earle D. Lees, Jr.  
Jeffrey S. DuBois

All advertisements must be in the hands  
of the editor by 4:00 P.M. Friday of each  
week.

Annual Subscription ..... \$35.00  
Single Copies ..... \$.75

**REPORT OF DEEDS**  
April 17, 2006

Timothy Swethoha to Terrence Taylor  
200605605 \$250  
Edward Remp to Kristen Remp  
200605608 \$1  
Judd Copeland to Stern Properties Inc  
200605612 \$1  
Robert Lewis to Sherry Farneth  
200605613 \$1  
Jack Schuster to Kirk Lavetan  
200605646 \$21,000  
Lila Staub (By POA) to Johnny Recio  
200605674 \$1,500  
Sharon Schleig to Kim Hockenberry  
200605675 \$1

CSB Bank to James Wischuck  
200605681 \$60,000  
David Shifter to Charles Sloppy  
200605687 \$59,900  
Randy Smay to Randy Smay  
200605690 \$1  
Ruth Sunderland to Maivia Kirkwood  
200605694 \$4,000  
Corey Wise to Thomas Calarco  
200605696 \$146,000  
Christ The King Manor Inc to James  
Bickel 200605698 \$17,500  
Richard Doyle III to Shawn Luzier  
200605699 \$95,000

**REPORT OF DEEDS**  
April 18, 2006

Clearfield Co Tax Claim Bureau to  
Dorothy Hunt 200605702 \$200  
Clearfield Co Tax Claim Bureau to  
Joseph Araway 200605706 \$200  
Clearfield Co Tax Claim Bureau to  
Grace Whitlock 200605707 \$325  
Clearfield Co Tax Claim Bureau to  
Dorothy Hunt 200605708 \$200  
Shirley Walk to Benjamin Elliott  
200605723 \$85,500  
Clearfield Co Sheriff to Wachovia Bank  
(trustee) 200605733 \$1  
Jason Mackovyak to Bruce Eardley  
200605734 \$25,000  
Matthew Liegey to Edward Liegey  
200605742 \$28,834.14  
Bridgett Sidorick (Executrix for Alma  
Jean John) to Richard John 200605751 \$1  
Susan Crossman to Alma Brown  
200605756 \$1  
Jeffrey Shadec to Elmer Zahuranec  
200605759 \$2,000  
Secretary Of Housing & Urban  
Development to David Royer 200605761  
\$49,900  
Timothy Hertlein to Lyda Class  
200605762 \$18,000  
Thomas Kozak to Redtail Enterprises  
Inc 200605769 \$70,000

**REPORT OF DEEDS**  
April 19, 2006

Barbara Henry to Frontier Equity  
Properties LLC 200605784 \$500  
Sylvia Shields to Frontier Equity  
Properties LLC 200605785 \$500

Exhibit "B"

Pg 1 of 3

**McFADDEN, PEARL I.**, Dec'd  
Late of Curwensville  
Co-Executrix: **BETTY A. BARKLEY**  
**JOHN E. McFADDEN**  
Attorney: **MIKESELL & MIKESELL**  
115 East Locust Street  
Clearfield, PA 16830

**GANGEWERE, KEITH DAVID**, Dec'd  
Late of Lawrence Township  
Administratrix:  
**DEBRA R. GANGEWERE**  
Attorney:  
**BARBARA J. HUGNEY-SHOPE**  
23 North Second Street  
Clearfield, PA 16830

Second Publication

**PICARD, VIOLET L.**, Dec'd  
Late of Frenchville  
Co-Administratrices:  
**DIANE KORB**  
**DARLENE HURLEY**  
Attorney: **ANN B. WOOD**  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

**HARMAN, SARAH E.**, Dec'd  
Late of Curwensville  
Executor: **GARRY L. HARMAN**  
Attorney: **JOHN A. SOBEL**  
218 South Second Street  
Clearfield, PA 16830

**GRAHAM, EVELYN M.**, Dec'd  
Late of Sandy Township  
Executor: **M & T BANK**  
Attorney: **GLEASON, CHERRY & CHERRY**  
One North Franklin Street  
PO Box 505  
DuBois, PA 15801

**MOLESKY, HELEN**, Dec'd  
Late of DuBois  
Executrix: **PAULINE KELSO**  
Attorney: **GLEASON, CHERRY & CHERRY L.L.P.**  
One North Franklin Street  
PO Box 505  
DuBois, PA 15801

**COLE, STEPHEN L.**, Dec'd  
Late of DuBois  
Administratrix: **BARBIE J. COLE**  
Attorney: **MATTHEW B. TALADAY**  
498 Jeffers Street  
PO Box 487  
DuBois, PA 15801

**NEARHOOD, EDITH M.**, Dec'd  
Late of Kylertown  
Co-Personal Representatives:  
**SANDRA K. MICHAELS**  
**LISA M. KOSUT**  
Attorney: **JOHN R. CARFLEY**  
222 Presqueisle Street  
PO Box 249  
Philipsburg, PA 16866

First Publication

**LEITEL, HAROLD L.**, Dec'd  
Late of DuBois  
Executrix: **MARGARET R. LEITEL**  
Attorney: **ELIZABETH J. POGGI or STANLEY J. LEHMAN**  
40th Floor, One Oxford Centre  
Pittsburgh, PA 15219

**LITZINGER, ELSIE P.**, Dec'd  
Late of DuBois  
Co-Executors: **MARGARET V. SUNDIE**  
**HOWARD P. KESSLER**  
Attorney: **MATTHEW B. TALADAY**  
498 Jeffers Street  
PO Box 487  
DuBois, PA 15801

**SOPIC, MARY M.**, Dec'd  
a/k/a **MARY SOPIC**  
Late of Curwensville  
Executor: **JAMES D. SOPIC**  
Attorney: **PETER F. SMITH**  
PO Box 130  
Clearfield, PA 16830

**TICE, MARGARET M.**, Dec'd  
Late of Curwensville  
Executor: **LYLE F. DOMICO**  
Attorney: **JAMES A. NADDEO**  
207 East Market Street  
PO Box 552  
Clearfield, PA 16830

**KUPKA, DAVID E.**, Dec'd  
Late of Clearfield  
Administrator: **JOSEPH J. SPOSITO**  
Attorney: **JAMES A. NADDEO**  
207 East Market Street  
PO Box 552  
Clearfield, PA 16830

**SNYDER, EARL FRANKLIN JR.**, Dec'd  
a/k/a **EARL F. SNYDER, JR.**  
Late of Frenchville  
Co-Executors: **VALERIE M. LIPTAK**  
**ELIZABETH JANE GEORGE**  
Attorney: **JOHN R. RYAN**  
PO Box 1  
15 North Front Street  
Clearfield, PA 16830

**SALLURDAY, ROBERT**, Dec'd  
Late of Hawk Run  
Executrix: **SALLY SALLURDAY**  
Attorney: **JOHN A. SOBEL**  
218 South Second Street  
Clearfield, PA 16830

**LISCIANDRO, VERONICA**, Dec'd  
a/k/a **VERONICA M. LISCIANDRO**  
Late of DuBois  
Executrix: **GRACE M. PARULO**  
Attorney: **MARY L. POTHOVEN**  
600 E. Main Street  
PO Box 218  
Reynoldsville, PA 15851

NOTICE

NOTICE IS HEREBY GIVEN that a Certificate of Organization for Domestic Liability Company was filed with the Department of State of the Commonwealth of Pennsylvania on the 24th day of March, 2006, with respect to a proposed limited liability company.

The name of the proposed limited liability company is **COLLINS EXCAVATING, LLC**.

A brief summary of the purpose or purposes for which it is to be organized is independent contracting and excavation.

Belin & Kubista, 15 North Front Street, Clearfield, Pennsylvania 16830.

ARTICLES OF INCORPORATION

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania on March 14, 2006, to incorporate the Corporation, **GLEAMERS COAL COMPANY, INC.**, of 33 Maranatha Lane, PO Box 192, Ramey, PA 16671, under the provisions of the Business Corporation Law of 1988, as amended, 15 Pa. C.S.A. 1101, et. seq.

**LEHMAN & KASUBICK**, 611 Brisbin Street, Houtzdale, PA 16651.

NOTICE OF NAME CHANGE

NOTICE IS HEREBY GIVEN that **AUSTIN MATTHEW LAUDER**, by his mother, **MICHELE K. DIXON** has filed a Petition in the Court of Common Pleas of

Exhibit "B"

Pg 2 of 3

Clearfield County, PA, at No. 06-573-CD requesting a decree to change his name from AUSTIN MATTHEW DIXON.

The Courts have fixed the 10th day of May, 2006 at 11:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania, as the time and place of hearing, when and where all persons interested may appear and show cause, if any they have, why the prayer of said Petition should not be granted.

Timolhy E. Durant, 201 North Second Street, Clearfield, PA 16830. (814) 765-1711.

IN THE UNITED STATES BANKRUPT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA  
Case No. 05-72314 BM  
Chapter 7

IN RE: Bobby G. Hawkins and Joa Hawkins, Debtors

Lisa M. Swope, Esquire, Trustee of Bankruptcy Estate of Bobby G. Hawkins  
Joan C. Hawkins, Movant v. SPE Federal Credit Union and Clearfield County  
Claim Bureau, Respondents

NOTICE OF SALE

Notice is hereby given that the Trustee in the above matter has filed a Motion to Release Real Estate Free and Clear of Third Party Interests, Liens, Claims, Charges and Encumbrances on a certain parcel of real property situated in the Borough of Brisbin, Township of Woodward, County of Clearfield, Commonwealth of Pennsylvania, identified as Tax Map #001-M14-605-5, being fully described in Deed dated June 16, 1973, and recorded in the Recorders Office of Clearfield County on August 3, 1973 in Book Volume 654, page 82, and commonly known as 33 Wall Street, Houtzdale 16651, and also adjacent thereto a certain parcel of vacant realty situated in the Borough of Brisbin, County of Clearfield and State of Pennsylvania, identified by Tax Map # M14-697-8 and Tax Map # 001-M14-1, (hereinafter, collectively with the property identified above, known as the "Premises"), being more fully described in Deed dated March 11, 1995 and recorded in the Recorders Office of Clearfield County on March 22, 1995 in Deed Book Volume 16, Page 431.

An offer has been received for the Premises in the amount of \$76,001.00.

The said Premises will be exposed by auction before the United States Bankruptcy Court for the Western District of Pennsylvania on the date and at the time and place set forth below, at which time the highest and best offer made for said Premises will be accepted, and the sale of said Premises will be authorized, approved and confirmed by the Court.

Higher and better offers will be accepted at the time of hearing.

The terms of sale include, but are limited to the fact that the sale is an "AS IS" sale, without representations or warranties of any kind. The buyer and seller shall be equally responsible for all realty transfer taxes, if any are due and owing, and taxes and rents shall be prorated as of closing.

Closing shall occur on or before 30 days from the date the Order of Sale becomes final.

Exhibit "B"

Pg 3 of 3



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

IN RE:

**AUSTIN MATTHEW LAUDER**, a minor  
by and through his natural Guardian,  
**MICHELE K. DIXON**

\*  
\* No. 06-573-CD  
\*  
\*  
\*

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance in the above-captioned matter on behalf of the  
Respondent, Adam James Lauder.

Respectfully submitted,



\_\_\_\_\_  
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

## CIVIL DIVISION

**IN RE:**

**AUSTIN MATTHEW LAUDER**, a minor  
by and through his natural Guardian,  
**MICHELE K. DIXON**

FILED *acc*  
01/10/2006 *Atty Thompson*  
MAY 10 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

IN RE:

**AUSTIN MATTHEW LAUDER**, a minor  
by and through his natural Guardian,  
**MICHELE K. DIXON**

\*  
\* No. 06-573-CD  
\*  
\*  
\*

***ANSWER TO PETITION FOR NAME CHANGE***

AND NOW, comes the Respondent, **ADAM JAMES LAUDER**, by and through his attorney, David R. Thompson, Esquire, and files the following Answer to Petition for Name Change:

1. Admitted in part and denied in part. It is admitted that **MICHELE K. DIXON** is the mother and a natural guardian of **AUSTIN MATTHEW LAUDER**. By way of further pleading, Respondent is also the father and a natural guardian of **AUSTIN MATTHEW LAUDER**.
2. After reasonable investigation, Respondent is without information sufficient to form a belief as to the truth or falsity of Petitioner's desires. The same is denied, and strict proof is demanded at the time of trial.
3. Admitted.
4. Admitted.
5. Admitted in part and denied in part. By way of further pleading, it is admitted that Petitioner has been the primary caretaker of **AUSTIN MATTHEW LAUDER**. However, Respondent has also been a caretaker and has paid support for his care.

6. a. Admitted.

b. Denied. Respondent does not believe that the fact that he shares his father's name is going to be confusing for **AUSTIN**.

c. Denied. By way of further pleading, **ADAM** and his son **AUSTIN** share a father/son bond, and Respondent has been a positive influence on his son.

d. Admitted in part and denied in part. It is admitted that **AUSTIN** is in Kindergarten. However, it is denied that he will suffer psychological and emotional confusion due to the fact that he and his father have the same name.

e. Admitted.

f. Admitted.

g. It is admitted that Respondent's incarceration has impacted his visitation time with his son. However, the Respondent fully intends to maintain his father/son bond with the child. Additionally, he intends to fulfill visitation/partial custody regularly with his son.

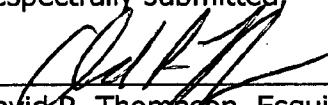
7. Admitted.

8. After reasonable investigation, Respondent is without information sufficient to form a belief as to the truth or falsity of Petitioner's desires. The same is denied, and strict proof is demanded at the time of trial.

9. Admitted. By way of further pleading, the parties together decided at the time of **AUSTIN'S** birth to utilize the surname of his natural father, **ADAM JAMES LAUDER**.

WHEREFORE, Respondent respectfully requests this Honorable Court to deny said Petition and have **AUSTIN'S** name remain as the parents previously decided.

Respectfully submitted,

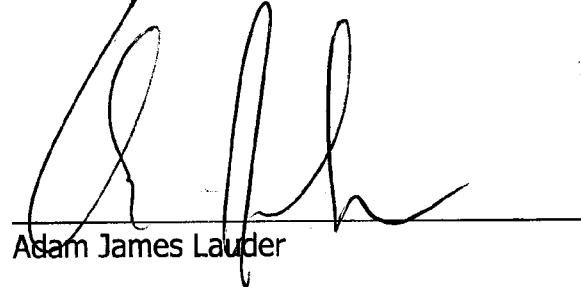
  
\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Respondent

**VERIFICATION**

I certify that the facts set forth in the foregoing ***ANSWER TO PETITION FOR NAME CHANGE*** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated:

5/10/06



Adam James Lauder

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

IN RE: :  
AUSTIN MATTHEW LAUDER, a :  
minor, by and through his : No. 06-573-CD  
natural Guardian, MICHELE :  
K. DIXON :  
:

O R D E R

NOW, this 10th day of May, 2006, following the taking of testimony, it is the ORDER of this Court that the Petition for Change of Name be and is hereby dismissed.

BY THE COURT,



President Judge

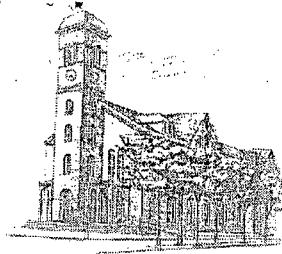
FILED  
09/14/cm 2cc Atty Durant  
MAY 12 2006 2cc Atty Thompson  
WM

William A. Shaw  
Prothonotary

FILED

MAY 12 2006

William A. Shaw  
Prothonotary



## Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw  
Prothonotary/Clerk of Courts

David S. Ammerman  
Solicitor

Jacki Kendrick  
Deputy Prothonotary

Bonnie Hudson  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 5-12-06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

06-574-CD  
Christine Donahue vs George Donahue

2006-574-CD

Christine Donahue vs George Donahue

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

CHRISTINE MARIE DONAHUE, ) NO. 06 - 574 - C.D.  
vs. )  
Plaintiff, ) Type of Case: DIVORCE  
vs. )  
GEORGE EDWARD DONAHUE, ) Type of Pleading:  
Defendant. ) COMPLAINT IN DIVORCE  
 )  
 ) Filed on Behalf of:  
 ) PLAINTIFF  
 )  
 ) Counsel of Record:  
 ) BENJAMIN S. BLAKLEY, III, ESQ.  
 ) Supreme Court no. 26331  
 )  
 ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) Du Bois, Pa 15801  
 ) (814) 371-2730

**NO MINOR CHILDREN BORN  
TO THIS MARRIAGE**

FILED pd \$95.00 Atty  
Q 11:40 am 3CC Atty Blakley  
APR 13 2006  
cm

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHRISTINE MARIE DONAHUE,	)	NO. 06 -	- C.D.
	)		
Plaintiff,	)		
	)		
vs.	)		
	)		
GEORGE EDWARD DONAHUE,	)		
	)		
Defendant.	)		

**NOTICE TO DEFEND AND CLAIM RIGHTS**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE PROMPT ACTION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A DECREE OF DIVORCE OR ANNULMENT MAY BE ENTERED AGAINST YOU BY THE COURT. A JUDGMENT MAY ALSO BE ENTERED AGAINST YOU FOR ANY OTHER CLAIM OR RELIEF REQUESTED IN THESE PAPERS BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

WHEN THE GROUND FOR THE DIVORCE IS INDIGNITIES OR IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE, YOU MAY REQUEST MARRIAGE COUNSELING. A LIST OF MARRIAGE COUNSELORS IS AVAILABLE IN THE OFFICE OF THE PROTHONOTARY AT CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PENNSYLVANIA 16830.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
Clearfield County Courthouse  
2nd & Market Streets  
Clearfield, PA 16830  
(814) 765 - 2641

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

CHRISTINE MARIE DONAHUE,	)	NO. 06 -	- C.D.
	)		
Plaintiff,	)		
	)		
vs.	)		
	)		
GEORGE EDWARD DONAHUE,	)		
	)		
Defendant.	)		

COMPLAINT

AND NOW, comes **CHRISTINE MARIE DONAHUE**, Plaintiff herein, by her attorneys, **BLAKLEY & JONES** and brings this Complaint in Divorce against her husband, **GEORGE EDWARD DONAHUE** on a cause of action upon which the following is a statement:

1. **CHRISTINE MARIE DONAHUE** is the Plaintiff of this Complaint, residing at P. O. Box 376, Clearfield, Clearfield County, Pennsylvania, 16830.
2. **GEORGE EDWARD DONAHUE** is the Defendant of this Complaint, residing at 34 Allegheny Street, Curwensville, Clearfield County, Pennsylvania.
3. Both Plaintiff and Defendant have resided within the Commonwealth of Pennsylvania for a period of at least six (6) months or more, immediately preceding the filing of this Complaint.

4. The parties were married on the 18th day of October, 1986, in Clearfield County, Pennsylvania.

5. There have been no prior actions for divorce or annulment of marriage between the parties.

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

#### **COUNT I - DIVORCE**

7. Plaintiff hereby incorporates by reference all of the averments contained in paragraphs 1 through 6 above as if each were set forth hereunder.

8. The marriage is irretrievably broken.

WHEREFORE, Plaintiff prays that a decree be entered in favor of the Plaintiff and against the Defendant as follows:

(a) as to Count I, that a decree in divorce be entered divorcing

**CHRISTINE MARIE DONAHUE** from the bonds of matrimony  
between the said Plaintiff and said Defendant;

(b) Such other relief as the Court deems necessary and appropriate.

Date: 4-10-06

BLAKLEY & JONES  
\_\_\_\_\_  
Benjamin S. Blakley, III

**VERIFICATION**

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

*Christine Marie Donahue*  
CHRISTINE MARIE DONAHUE

DATED: 4-10-06

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

CHRISTINE MARIE DONAHUE, ) NO. 06 - 574 - C.D.  
vs. )  
GEORGE EDWARD DONAHUE, )  
Defendant. )  
Plaintiff, ) Type of Case: DIVORCE  
vs. )  
Type of Pleading: )  
ACCEPTANCE OF SERVICE )  
vs. ) Filed on Behalf of:  
Plaintiff )  
vs. ) Counsel of Record:  
BENJAMIN S. BLAKLEY, III, ESQ. )  
Supreme Court no. 26331 )  
vs. )  
BLAKLEY & JONES )  
90 Beaver Drive, Box 6 )  
Du Bois, Pa 15801 )  
(814) 371-2730 )

FILED <sup>no ce</sup>  
APR 27 2006  
S

William A. Shaw  
Prothonotary/Clerk of Courts

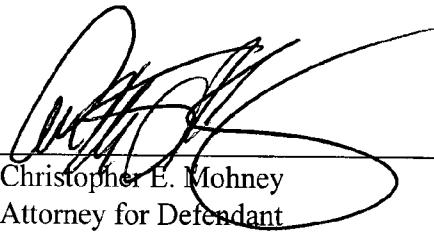
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

CHRISTINE MARIE DONAHUE,      )    NO. 06 -      574      - C.D.  
   )  
Plaintiff,                        )  
   )  
vs.                                )  
   )  
GEORGE EDWARD DONAHUE,        )  
   )  
Defendant.                        )

**ACCEPTANCE OF SERVICE**

I hereby accept service of the Complaint in divorce filed relative to the above-captioned action and certify that I am authorized to do so.

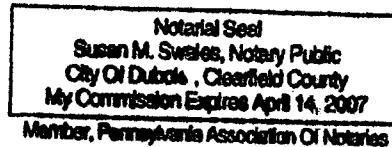
4/20/06  
Date

  
Christopher E. Mohney  
Attorney for Defendant

Sworn to and subscribed  
before me this 20 day of  
April, 2006.

Susan M. Swoles  
Notary Public

My Commission Expires: April 14, 2007



**FILED**

**APR 27 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

3  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

CHRISTINE MARIE DONAHUE,

) NO. 06 - 574 - C.D.

Plaintiff,

) Type of Case: DIVORCE

vs.

GEORGE EDWARD DONAHUE,

) Type of Pleading:

Defendant.

) PRAECIPE TO TRANSMIT RECORD

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

) Supreme Court No. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) Du Bois, Pa 15801

) (814) 371-2730

FILED *cc*  
AUG 03 2006 *Am Blakley*

*Red*

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHRISTINE MARIE DONAHUE, ) NO. 06 - 574 - C.D.  
vs. )  
Plaintiff, )  
GEORGE EDWARD DONAHUE, )  
Defendant. )

**PRAECIPE TO TRANSMIT RECORD**

**TO: WILLIAM A. SHAW, PROTHONOTARY**

Transmit the record, together with the following information:

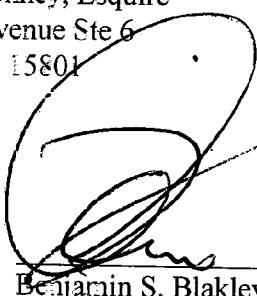
1. The ground for divorce is irretrievable breakdown under § 3301(c) of the Divorce Code.
2. The Complaint in Divorce was served on Defendant on April 20, 2006.
3. The Affidavit of Consent as required by § 3301(c) of the Divorce Code was executed by the Plaintiff on August 2, 2006, and by the Defendant on July 31, 2006, and both were filed with the Court contemporaneously herewith.
4. The parties entered into a Marriage Settlement Agreement in this divorce.
5. The Plaintiff's Waiver of Notice of Intention to Request Entry of a Divorce Decree Under § 3301(c) of the Divorce Code was filed contemporaneously herewith, and the Defendant's Waiver of Notice of Intention to Request Entry of a Divorce Decree Under § 3301(c) of the Divorce Code was filed contemporaneously herewith.

~~Benjamin S. Brakley, III  
Attorney for Plaintiff~~

**CERTIFICATE OF SERVICE**

This will certify that the undersigned served a copy of Plaintiff's Praeclipe to  
Transmit Record in the above-captioned matter on the following parties at the addresses shown  
below by first-class U.S. Mail on the \_\_\_\_\_ day of August, 2006:

Christopher E. Mohney, Esquire  
25 East Park Avenue Ste 6  
DuBois PA 15801



Benjamin S. Blakley, III

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

## **AFFIDAVIT OF CONSENT**

1. A Complaint in Divorce under § 3301(c) of the Divorce Code was filed on April 13, 2006.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) 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.A. § 4904 relating to unsworn falsification to authorities.

DATE: 8/21/06

Christine Marie Donahue  
Christine Marie Donahue, Defendant

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

CHRISTINE MARIE DONAHUE, ) NO. 06 - 574 - C.D.  
Plaintiff, )  
vs. )  
GEORGE EDWARD DONAHUE, )  
Defendant. )

**AFFIDAVIT OF CONSENT**

1. A Complaint in Divorce under § 3301(c) of the Divorce Code was filed on April 13, 2006.
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) 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.A. § 4904 relating to unsworn falsification to authorities.

DATE: 7/31/06

George Edward Donahue  
George Edward Donahue, Defendant

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

CHRISTINE MARIE DONAHUE, ) NO. 06 - 574 - C.D.  
Plaintiff, )  
vs. )  
GEORGE EDWARD DONAHUE, )  
Defendant. )

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

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

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

DATE: 8/2/06

Christine Marie Donahue  
Christine Marie Donahue, Defendant

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

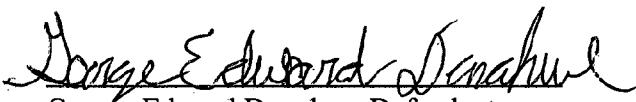
CHRISTINE MARIE DONAHUE, ) NO. 06 - 574 - C.D.  
vs. )  
Plaintiff, )  
vs. )  
GEORGE EDWARD DONAHUE, )  
Defendant. )

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

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

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

DATE: 7/31/06

  
George Edward Donahue, Defendant

COUNTY  
**CLEARFIELD**

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

STATE FILE NUMBER
STATE FILE DATE

**HUSBAND**

1. NAME <b>GEORGE EDWARD DONAHUE</b>	(First)	(Middle)	(Last)	2. DATE OF BIRTH <b>10/7/1962</b>	(Month)	(Day)	(Year)
3. RESIDENCE <b>34 ALLEGHENY STREET</b>	Street or R.D.	City, Boro. or Twp.	County	State	4. PLACE OF BIRTH <b>PENNSYLVANIA</b>		
5. NUMBER OF THIS MARRIAGE <b>1</b>	6. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION <b>HEAVY EQUIPMENT OPERATOR</b>			

**WIFE**

8. MAIDEN NAME <b>OGORCHOCK</b>	(First)	(Middle)	(Last)	9. DATE OF BIRTH <b>11/26/1960</b>	(Month)	(Day)	(Year)
10. RESIDENCE <b>600 West 6th Avenue</b>	Street or R.D.	City, Boro. or Twp.	County	State	11. PLACE OF BIRTH <b>PENNSYLVANIA</b>		
12. NUMBER OF THIS MARRIAGE <b>1</b>	13. RACE WHITE <input checked="" type="checkbox"/>	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION <b>CLAIMS MANAGER/ASSISTANT OFFICE MANAGER</b>			
15. PLACE OF THIS MARRIAGE <b>CLEARFIELD</b>	(County)	(State or Foreign Country) <b>PA</b>			16. DATE OF THIS MARRIAGE <b>10/18/1986</b>	(Month)	(Day)
17A. NUMBER OF CHILDREN THIS MARRIAGE <b>0</b>	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18. <b>0</b>	18. PLAINTIFF HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input type="checkbox"/>	WIFE <input type="checkbox"/>	OTHER (Specify) <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) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT		
22. DATE OF DECREE  <b>(Month)</b>	 <b>(Day)</b>	 <b>(Year)</b>	23. DATE REPORT SENT TO VITAL RECORDS		 <b>(Month)</b>	 <b>(Day)</b>	 <b>(Year)</b>
24. SIGNATURE OF TRANSCRIBING CLERK							

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

CHRISTINE MARIE DONAHUE,

) NO. 06 - 574 - C.D.

Plaintiff,

) Type of Case: DIVORCE

vs.

) Type of Pleading: DECREE AND ORDER

GEORGE EDWARD DONAHUE,

) Filed on Behalf Of:

Defendant.

) PLAINTIFF

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

) Supreme Court No.: 26331

) BLAKLEY & JONES

) 90 BEAVER DRIVE, BOX 6

) DU BOIS, PA 15801

) (814) 371-2730

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

CHRISTINE MARIE DONAHUE,	)	NO. 06 - 574 - C.D..
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
GEORGE EDWARD DONAHUE,	)	
	)	
Defendant.	)	

**DECREE AND ORDER**

AND NOW, this 8<sup>th</sup> day of August, 2006, this action having been considered by the Court, it is **ORDERED AND DECREED** that Plaintiff and Defendant are divorced from the bonds of matrimony, and the said parties shall be at liberty to marry again.

**AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the terms, provisions and conditions of a certain Marriage Settlement Agreement between the parties dated May 1, 2006, was entered into voluntarily after full disclosure and is for the best interests of the parties and is approved and incorporated in this Decree and Order by reference as fully as though the same were set forth herein at length. Said Agreement shall not merge with, but shall survive this Decree and Order, and the parties are ordered to comply with it.

BY THE COURT:

Paul E. Cherry

DATE: 8/9/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

4 CC Decrees to Atty Blakley  
2 CC Decrees to Atty Mohrley

FILED *4cc*  
*Atty Blakley*  
 AUG 03 2006

**MARRIAGE SETTLEMENT AGREEMENT**

**THIS AGREEMENT**, made this 1st day of May, 2006, by and

*BS*  
 William A. Shaw  
 Prothonotary/Clerk of Courts

between **GEORGE E. DONAHUE**, an individual, of Curwensville Borough, Clearfield County, PA, Social Security No. 168-56-1806, party of the first part, hereinafter referred to as "Husband"

**- A N D -**

**CHRISTINE M. DONAHUE**, an individual, of Clearfield, Clearfield County, PA, Social Security No. 159-52-3399, party of the second part, hereinafter referred to as "Wife".

**W I T N E S S E T H :**

WHEREAS, the parties are husband wife; and

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 as follow:

**1. SEPARATION.** It shall be lawful for each party at all times hereafter to live

separate and apart from the other party at 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 contract 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 or attempt to endeavor to molest the other, nor compel the other to cohabit with the other, nor in any way harass or malign the other, nor in any way interfere with the peaceful existence, separate and apart from the other.

**3. DESIRE OF THE PARTIES.** It is the desire of the parties, after long and careful consideration to amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, including property heretofore or subsequently acquired by either party, and to settle all disputes existing between them, including any and all claims for Wife's and/or Husband's maintenance and/or for support, alimony, counsel fees and costs of 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, except as herein expressly set forth, for which the other party or their property or their estates shall or may be or may become liable or answerable and they covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them,

except as expressly provided by 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 for his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for breach of any provisions of this Agreement.

**6. DIVISION OF REAL PROPERTY.** The parties hereby divide their real property as follows:

(a) Wife agrees and by these presents does convey to Husband all of her right, title and interest in and to the parties' marital residence consisting of the house and two (2) lots located in Curwensville Borough, Clearfield County, Pennsylvania, and agrees to execute all deeds or other documents necessary to effectuate such transfer. In consideration thereof, Husband agrees that he shall pay to wife, the sum of Thirty-Eight Thousand (\$38,000) Dollars, said sum to be paid within fifteen (15) days of the date of complete execution of this Marriage Settlement Agreement. For purposes of this paragraph, the parties stipulate that the fair market value of the marital residence and lots for purposes of equitable distribution is \$76,000.00.

(b) Wife agrees and by these presents does convey to Husband all of her right, title and interest in and to the parties' garage and one (1) lot also located in Curwensville Borough, Clearfield County, PA, and agrees to execute all deeds

and other documents necessary to effectuate such transfer. In consideration thereof, Husband agrees that he shall assume all liabilities and expenses incurred in the maintenance of said real property. For purposes of this paragraph, the parties stipulate that the fair market value of the garage and one (1) lot for purposes of equitable distribution is \$15,000.00.

Husband shall pay all costs relative to transfer of the real estate.

**7. DIVISION OF PERSONAL PROPERTY.** The parties hereto divide their personal property including, but not limited to, all household goods and furnishings, personal effects and all other items of personal property used by them in common as follows:

(a) Husband agrees and by these presents does convey to Wife, all his right, title and interest in and to a 2003 Chevrolet Trail Blazer, and agrees to execute all titles or other documents necessary to effectuate said transfer. In consideration thereof, Wife agrees and does convey to Husband all of her right, title and interest in and to a 1986 Chevrolet Celebrity and a 1997 Chevrolet S-10 Blazer and agrees to execute all titles or other documents necessary to effectuate said transfers. Furthermore, Wife agrees to assume the full current outstanding loan indebtedness originally used to purchase the 2003 Trail Blazer; and will cause said loan indebtedness to be paid and title transferred within fifteen (15) days of the date Husband pays to Wife the consideration for the house described in Paragraph 6(a) hereof; and in that regard, otherwise agrees to protect, defend, indemnify and hold harmless the Husband from and against any and all claims, losses or liability arising out of or resulting from the non-

payment or payment of that outstanding loan and indebtedness. For purposes of this paragraph, the parties stipulate that the value of the vehicles offset equally as they are being distributed (assuming Wife assumes the payment obligations as hereinafter described relative to the 2003 Chevrolet Trail Blazer).

(b) The parties agree that at the time of their execution of this Agreement, all household goods, clothing and furnishings have been divided in a manner deemed equitable by the parties, and those items of household goods, clothing and furnishings which are in the possession of each party during the time of their execution of this Agreement shall become the sole property of that party, free from the claims of the other.

(c) The parties acknowledge that previously to signing this Agreement, they have utilized all of their money market funds and accounts and have either split the same as agreed between the parties or otherwise utilized proceeds to pay various credit card indebtedness. They have also terminated a Universal Life Insurance Policy and utilized the cash values to pay a previously existent home equity loan.

The parties further acknowledge that they have evenly divided a total of four (4) Certificates of Deposit (with Ameriprise); with two of the same going to Husband and two of the same going to Wife. Those Certificates have been retitled and the parties acknowledge that they are satisfied with those resultant values.

Husband shall be entitled to keep, as his own separate property, all of the Fifty Dollar (\$50) Savings Bonds given to him by Wife's mother.

Husband shall be entitled to keep as his own separate property, his Roth IRA account with Ameriprise. For purposes of this paragraph and equitable distribution, the parties stipulate that the fair market value of this IRA is its 2005 year-end value of approximately \$3,000.00.

Wife shall be entitled to keep, as her own separate property, her Roth IRA account with Ameriprise. For purposes of this paragraph and equitable distribution, the parties stipulate that the fair market value of this IRA is its 2005 year-end value of approximately \$1,800.00.

Wife shall be entitled to keep, as her own separate property, her retirement fund with ING Investments (through her employment). For purposes of this paragraph and equitable distribution, the parties stipulate that the fair market value of this IRA is its 2005 year-end value of approximately \$52,000.00.

(d) The parties further agree that all assets shall be divided on or before thirty (30) days from the date of any Decree in Divorce that is granted to the parties hereto.

**8. CHECKING AND SAVINGS ACCOUNTS.** Except as otherwise provided herein, the parties agree that there are no checking or savings accounts in the name of Husband and Wife and that each has his or her own separate such accounts, with respect to which the other will make no claim.

**9. LIFE INSURANCE.** As previously indicated, the parties utilized the cash values of a Universal Life Insurance Policy to pay previously existing home equity loan. Otherwise, each of the parties have life insurance policies without attendant cash values that they will agree to maintain or otherwise be responsible for without any

responsibility from the other party concerning the same.

**10. MUTUAL DEBTS.** Notwithstanding the above, the parties further agree that all debts incurred by the individual parties as of the date of the parties' execution of this Agreement shall become the sole debt of that party incurring the same, with the debtor party holding the non-debtor party harmless upon the aforesaid debt and agreeing to indemnify the non-debtor party for any damages or liability incurred by the non-debtor as a result of the debtor party's failure to satisfy such debts.

**11. 2005 INCOME TAX.** The parties agree that they shall file joint federal, state and local income tax returns for the taxable year 2005; and will file separate federal, state and local income tax returns for the taxable year 2006 and thereafter.

**12. ALIMONY, ALIMONY PENDENTE LITE, COUNSEL FEES, COSTS & EXPENSES.** Neither party hereto shall pay to the other party alimony, alimony pendente lite, spousal support, counsel fees, costs or expenses, and each party shall be responsible for the same and each waives his or her rights to the same by this Agreement.

**13. FINANCIAL DISCLOSURE.** The parties confirm that each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this Agreement. In the event that it subsequently appears that any asset or income of significant value has been omitted, the other party may, as to that asset or income, claim an equitable share thereof, and the reasonable attorneys' fees, expert fees, costs and disbursements incurred in establishing such an omission shall be borne in full by the party having failed to make such a disclosure.

**14. ADVICE OF COUNSEL.** The provisions of this Agreement and their legal

effect have been explained to the parties by their respective counsel. The parties acknowledge that they have received 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, and that they acknowledge and accept that this Agreement is, under the circumstances, fair and equitable and that it is being entered into freely and voluntarily after having received such advice and with such knowledge, that execution of this Agreement is not the result of any duress or undue influence, find that it is not the result of any collusion or any improper or illegal agreement or agreements.

Each party acknowledges having had adequate time, opportunity and financial wherewithal with which to obtain advice from a lawyer of his or her choice on all respects of this Agreement, and of their possible divorce, including, but not limited to, all applicable law, the statutory rights of the parties and everything considered in this Agreement; and no presumption shall arise for or against either party with regard to the drafting of this Agreement. Each party further acknowledges having had adequate time, opportunity and financial wherewithal with which to retain any other tax, accounting and other professional advice that he or she might need or desire in considering whether to enter into this Agreement. Whether or not Husband or Wife has chosen to obtain such professional advice, each hereby waives any right to claim that any lack of any opportunity to obtain such professional advice shall be any reason to question the validity and enforceability of this Agreement.

**15. WAIVER OF CLAIMS AGAINST ESTATE.** 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 in the estate of the other as a result of marital relationship, including, without limitation, dower, courtesy, statutory allowance, widow's allowance, right to take property under equitable distribution, right to take in intestacy, right to take against the Will of the other, and right to act as administrator or executor of the other's estate; and each will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights and claims.

**16. 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 to 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. All remedies provided by law and all remedies provided for above for the enforcement of the Agreement shall be deemed to be cumulative, and the exercise of one remedy shall not bar or prevent the pursuit of any other remedy, and either party may elect to pursue such remedies simultaneously, and the exercise of a remedy one or more times shall not exhaust its use nor prevent further pursuit of such remedy.

**17. AFTER ACQUIRED PROPERTY.** Each of the parties shall hereafter own and enjoy, independently of any claim or right of the other, all items of personal property, tangible or intangible, hereinafter acquired by him or her, with full power in him or her to dispose of the same as fully and effectively in all respects and for all purposes as though he or she were unmarried.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. INDEPENDENT SEPARATE COVENANTS.** It is specifically understood and agreed by and between the parties hereto that each paragraph hereof shall be deemed to be a separate and independent covenant and agreement.

**24. APPLICABLE LAW.** This Agreement shall be construed under the laws of

the Commonwealth of Pennsylvania.

**25. VOID CLAUSE.** If any term, condition, clause or provision of this Agreement shall be determined or shall be 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 shall continue in full force, effect and operation.

**26. ENTRY AS PART OF DECREE.** It is the intention of the parties that this instrument shall survive the action for divorce which has been or will be instituted by the parties and that no order, judgment or decree of divorce, whether temporary, interlocutory, final or permanent, shall affect or modify the financial terms of this Agreement. It is also the intention of the parties that this Agreement shall survive any periods of reconciliation of the parties and that no attempt at reconciliation of the parties nor cohabitation by the parties hereinafter shall be assumed to cause the property as so divided in this Agreement to become marital property for the purposes of equitable distribution under the Divorce Code of the Commonwealth of Pennsylvania. The parties agree that all property divided by this Agreement can be rescinded by the parties with a writing in similar form to this Agreement. If the parties are ever divorced, this Agreement shall be embodied in and made part of such judgment or decree of final divorce. The parties agree to execute an Affidavit of Consent for a No-fault Divorce under §3301(c) of the Divorce Code, in the event that either party shall file for divorce.

EACH OF THE PARTIES REPRESENTS THAT THEY HAVE CAREFULLY READ AND  
UNDERSTOOD EACH AND EVERY PAGE OF THIS AGREEMENT PRIOR TO SIGNING

BELOW.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

WITNESSES:

George E. Donahue  
George E. Donahue

Christine M. Donahue  
Christine M. Donahue

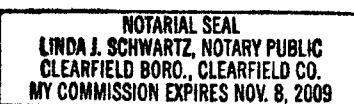
COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF CLEARFIELD

On this, the 1st day of May, 2006, before me, a notary public the undersigned officer, personally appeared **GEORGE E. DONAHUE**, 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 purpose therein contained.

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



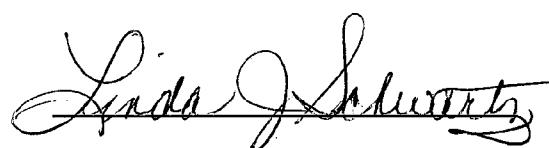
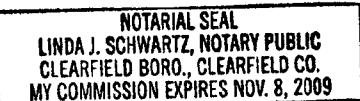
COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF CLEARFIELD

On this, the 27th day of April, 2006, before me, a notary public the undersigned officer, personally appeared **CHRISTINE M. DONAHUE**, 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 purpose therein contained.

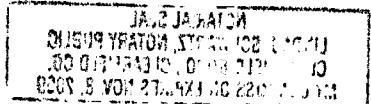
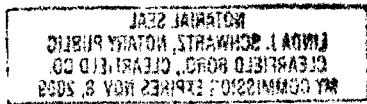
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



**FILED**

**AUG 03 2006**

**William A. Shaw**  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Christine Marie Donahue

Vs.

George Edward Donahue

Case No.  
2006-00574-CD

FILED  
01:49 PM  
MAY 12 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
AFF pd.  
10.00  
64

NOTICE TO RESUME PRIOR SURNAME

Notice is hereby given that the Plaintiff in the above matter, after the entry of a Final Decree in Divorce dated August 8, 2006, hereby elects to resume the prior surname of Christine Marie Ogorchock, and gives this written notice avowing her intention pursuant to the provisions of 54 P.S. § 704.

Date: Wednesday, May 12, 2010

*Christine Marie Donahue*  
Christine Marie Donahue

TO BE KNOWN AS:

*Christine Marie Ogorchock*  
Christine Marie Ogorchock

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

On the 12<sup>th</sup> day of May, 2010, before me, the Prothonotary or a Notary Public, personally appeared the above affiant known to me to be the person whose name is subscribed to the within document and acknowledged that he/she executed the foregoing for the purpose therein contained.

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

*William A. Shaw*  
Prothonotary or Notary Public  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan, 2014  
Clearfield Co., Clearfield, PA

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

Christine Marie Donahue  
Plaintiff

Vs.

Case No. 2006-00574-CD

George Edward Donahue  
Defendant

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in divorce from the bonds of matrimony has been granted in the above captioned matter on August 8, 2006, and that Christine Marie Donahue hereby elects to retake and hereafter use her prior name of Christine Marie Ogorchock, and gives this written notice avowing her intention with the provisions of 54 Pa.C.S.A. Section 704.

s/Christine Marie Donahue  
Christine Marie Donahue

TO BE KNOWN AS:

s/Christine Marie Ogorchock  
Christine Marie Ogorchock

Certified from the record  
Wednesday, May 12, 2010

W.A. Shaw  
William A. Shaw, Prothonotary