2416/1140

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 MAR 14 PM 4:38

AGNESS ACHIRO OJOK,

Plaintiff,

vs.

FREDERICK FILBERT OJOK,

Defendant.

NO. 94D-4292

BOOK 9966 PG 457

FINAL DECREE

This cause came on the 14th day of March, 1995, upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce as provided for by T.C.A. 36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor child born to the parties; and more specifically, the terms of that Agreement are as follows:

0156281
IDENTIF. # REFERENCE

96 MAR -4 PM 1:33
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

4TH
IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AGNESS ACHIRO OJOK)
)
vs.) NO. 94D4292
)
FREDERICK FILBERT OJOK)

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 7th day of December, 1994, by and between AGNESS ACHIRO OJOK, hereinafter referred to as "Wife", and FREDERICK FILBERT OJOK, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Marital Dissolution Agreement will be used in a Circuit Court Divorce action, Docket No. 94D4292, the parties do agree as hereinbelow set out:

1. The parties agree that the Wife shall have complete care, custody and control of the minor child of the parties, namely: Oketanono Ojok, born May 7, 1985. The Husband shall have visitation with said minor child at reasonable times and places.

2. The Husband shall pay child support in the sum of Forty-eight Dollars ($48.00) per week, which represents twenty-one percent (21%) of the Husband's net income of Two Hundred Thirty Dollars ($230.00) per week. Said obligation of the Husband to pay child support shall commence effective when the divorce becomes final; and shall continue thereafter to be due and payable every Saturday by the Husband to the Court. Said child support payments shall be paid through the Office of the Circuit Court Clerk by the Husband. In addition to the Forty-eight

Dollars ($48.00) weekly as and for child support, the Husband shall pay the Clerk's customary fee of five percent (5%), which is Two Dollars and Forty Cents ($2.40) weekly, for handling and processing said payments, making a total of Fifty Dollars and Forty Cents ($50.40) per week that shall be paid by the Husband to the Clerk. The Clerk then shall disburse said child support payments to: Agnes Achiro Ojok, 323 Forrest Park Road, #614, Madison, Tennessee, 37115. Said child support payments shall continue to be due and payable every Saturday in each succeeding week of each succeeding year; and shall terminate when the minor child of the parties reaches the age of majority or otherwise becomes emancipated, or unless otherwise ordered by the Court.

3. The parties acknowledge (a) that no action by the parties shall be effective to reduce child support after the date when each of said payments are due and the signing of this Agreement; the parties further acknowledge (b) that approval by the Court shall be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the expressed terms of this Agreement.

4. The Husband presently carries in full force and effect a policy of medical health insurance through his employment, which health insurance provides medical benefits for the minor child of the parties. The Husband agrees to continue said health insurance in full force and effect for the benefit of the minor child of the parties, and to pay any premiums and/or payroll deductions therefor, until said minor child reaches the age of majority, or otherwise becomes emancipated, or unless otherwise ordered by the Court.

5. The parties agree to share equal responsibility for all medical and dental expenses of the parties' minor child not covered and/or reimbursed by the health insurance as described

herein, until said minor child reaches the age of majority, or otherwise becomes emancipated.

6. The only real property in which the parties share a joint interest is a house and lot located at 323 Forrest Park Road, #614, Madison, Tennessee, 37115. With regard to said real property, the parties agree as follows:

(a) The Husband shall have all right, title and interest in and to said real property, and the Wife hereby waives any interest in, or rights to said real property she may have. All interest in and to said real property is hereby divested out of the Wife and vested solely in the Husband.

(b) The Husband hereby agrees to be solely responsible for and hold the Wife harmless therefrom the timely repayment of the mortgage indebtedness, insurance, taxes, and maintenance on said real property.

(c) The Wife agrees to sign a quit claim deed and any other documents which may be necessary in order to place title to said real property solely in the Husband's name.

7. The Wife shall have all right, title and interest in and to one (1) 1988 Nissan Sentra vehicle, currently titled in the Wife's name only; and the same being unencumbered.

8. The Husband shall have all right, title and interest in and to one (1) 1988 Nissan Pulsar vehicle, currently titled in the Husband's name only; and the Husband agrees to be solely responsible for any debt and encumbrance secured thereby.

9. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

10. The parties hereby agree that except as otherwise stated herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

11. The Husband hereby agrees to be solely responsible for and hold the Wife harmless therefrom the timely repayment of a joint debt in both parties' names in favor of the Internal Revenue Service, with an approximate current balance of $186.00.

12. The Wife shall be solely responsible for and hold the Husband harmless therefrom the timely repayment of a joint debt in both parties names in favor of Allied Credit Corp., with an approximate current balance of $488.00.

13. The Wife shall have her maiden name restored to her use, namely: Agness Achiro Kitara.

14. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

15. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Agness Ojok
AGNESS ACHIRO OJOK

FREDERICK FILBERT OJOK

BOOK 9966 PG 492

STATE OF TENNESSEE)
)
COUNTY OF TN)

Personally appeared before me, a Notary Public in and for said State and County, AGNESS ACHIRO OJOK, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 1st day of December, 1994.

NOTARY PUBLIC

My commission expires:
My Commission Expires September 21, 1996

STATE OF TENNESSEE)
)
COUNTY OF TN)

Personally appeared before me, a Notary Public in and for said State and County, FREDERICK FILBERT OJOK, with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 1st day of December, 1994.

NOTARY PUBLIC

My commission expires:
My Commission Expires September 21, 1996

It is, THEREFORE, ORDERED that bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties' being Agness Achiro Ojok, 323 Forrest Park Road, #614, Madison, Tennessee, 37115, and Frederick Filbert Ojok, 323 Forrest Park Road, #614, Madison, Tennessee, 37115; be vested with all the rights and privileges of an unmarried person, including the restoration of the Wife's maiden name, namely: Agness Achiro Kitara; that the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

IT IS FURTHER ORDERED that the original Complaint filed in this cause, paragraph 1(v), is amended to read "None", in lieu of the typographical error contained in said Complaint as filed with the Court.

I hereby certify that the child support as set forth herein substantially complies with the guidelines for child support as promulgated by the Department of Human Services under the authority of T.C.A. Sec. 36-5-101(e),(1),(2), as amended.

For all of which execution may issue as necessary.

ENTER, this 14th day of March, 1995.

JUDGE

SUBMITTED FOR ENTRY:

TED F. WALKER
Sup. Ct. Reg. No. 5259
Attorney for Plaintiff
1820 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7707

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this 14th day of March, 1995.

TED F. WALKER

BOOK 9966 PG 494

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 14 day of MARCH , 19 95 , in the Case Number 94D4292 between OJOK, AGNESS ACHIRO Plaintiff, and OJOK, FREDERICK FILBERT Defendant, as same remains of record in Book 241B , Page 1140 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 01 day of MARCH in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk