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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2004 FEB 18 PM 4:20

RICHARD R. ROOKER, CLERK

JOAM SOON RHEE	)	
	)	
Plaintiff	)	D.C.
vs.	)	DOCKET NO. 03D-2912
	)	
GOON UOO RHEE	)	
	)	
Defendant	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 18th day of February, 2004, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for absolute divorce, upon the Marital Dissolution Agreement executed by the parties, the testimony of the Wife in open court and upon the entire record, from all of which the Court finds that the parties have experienced irreconcilable differences in this marriage that they are entitled to an absolute divorce, pursuant to T.C.A. § 36-4-101(14). The Court further finds that the parties' Marital Dissolution Agreement provides for a complete and equitable division of the parties' respective rights in joint marital property and the parties' respective obligations to each other as husband and wife and should be approved.

The Court further finds that there are no minor children born of this marriage.

It is therefore **ORDERED, ADJUDGED and DECREED** by the Court that the Wife, Joam Soon Rhee, be and is hereby awarded an absolute divorce from the Husband, Goon Uoo Rhee; that the parties are hereby vested with all the rights and privileges of

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03TN07276

unmarried persons and that the bonds of matrimony between the parties be and are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED and DECREED** by the Court that the statistical information in Wife's Complaint under Paragraph 1 (a) be and is hereby amended to show Wife's maiden name as Joam Soon Kwak.

It is further **ORDERED, ADJUDGED and DECREED** by the Court that the parties' Marital Dissolution Agreement be and is hereby ratified and approved and made the order of this Court, as follows:

03D2912

FILED

2003 DEC 15 PM 1:14

CLERK

D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between **JOAM SOON RHEE**, hereinafter called Wife, and **GOON UOO RHEE,** hereinafter called Husband.

WHEREAS, the parties were married on April 30, 1970, in Seoul, South Korea and the parties have no minor children; and

WHEREAS, the parties have experienced certain difficulties and differences in their marriage, as a result of which the Wife is filing a divorce action in the Circuit Court for Davidson County, Tennessee, alleging irreconcilable differences as grounds; and

WHEREAS, the parties are living separate and apart, and they believe that there is no hope for reconciliation; and

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement, which provides for the equitable settlement of all property and support rights between them, and the parties desire to avoid unnecessary conflict for themselves by proceeding with an uncontested divorce; and

WHEREAS, both parties are aware of their possessions and obligations, and their legal rights and each party is represented by a separate attorney or has had the opportunity to consult with an attorney prior to entering into this Agreement;

NOW THEREFORE, the parties do agree as follows:

1. CONSIDERATION. The consideration for this agreement is the mutual promises and agreements set forth below, as well as the intention to be bound thereby.

2. MUTUAL RESTRAINT. Each party shall be free from interference, authority

and control by the other party. Neither party shall embarrass, harass, molest or interfere with the other party at home, at any place of employment, or in any manner. Neither party shall compel or require the other party to cohabit or dwell together.

3. WAIVER OF SERVICE OF PROCESS. The Husband by executing this Agreement to be filed with the Court as part of the divorce proceeding expressly waives service of process in this divorce proceeding.

4. LIFE INSURANCE. Each party shall be the owner of all life insurance policies currently in force on their lives. After the execution of this Agreement, each party shall be permitted to remove the other party from any and all life insurance policies owned or maintained by them in their own name and under which the other party may be named as a beneficiary; and, each party shall thereafter be responsible for obtaining and maintaining their own policies and the payments of premiums thereon. Further, neither party, after the execution of his Agreement shall make or attempt to make any claim against a life insurance policy maintained by the other party.

5. HEALTH INSURANCE. Each party shall be solely responsible for their own health insurance and their own medical bills whether outstanding at the time of execution of this Agreement or incurred in the future and each party shall hold the other party harmless from all liability for those medical debts and expenses.

6. REAL PROPERTY. The parties do not own any joint interest in any real property. The Wife owns in her separate name a home situated at 1405 Autumn Spring Court, Old Hickory, Tennessee which Wife purchased in September, 2002, which is two years after the parties separated. The Husband waives and relinquishes any and all marital interest in and to Wife's property at 1405 Autumn Spring Court, Old Hickory, Tennessee.

7. PERSONAL PROPERTY. The Wife shall retain as her sole and separate property, free from all claims of the Husband, all personal property of whatever description currently in her possession, consisting of household furniture, her clothing, and bank account(s) in her separate name. The Wife shall also retain as her sole and separate property, free of all claims of the Husband, the 2000 Mercedes Benz automobile, jointly titled, VIN # WDBLJ6560YF142223 and all right, title and interest of the Husband in and to said vehicle shall be divested out of him and vested solely in the Wife. The Wife shall assume and pay all indebtedness owing on said vehicle to MBCC and hold the Husband harmless from all liability thereon.

The Husband shall retain as his sole and separate property, free from all claims of the Wife, all personal property of whatever description currently in his possession, consisting of household furnishings, his clothing, and bank account(s) in his separate name.

Each party shall retain all retirement accounts and employment benefits, stocks, bonds and other liquid assets of whatever description titled in the name of that individual party.

The Wife owns and operates a business known as Deluxe Cleaners which is currently operated at 4615 Lebanon Road, Hermitage, TN 37076. The Husband waives and relinquishes any and all marital interest in and to Wife's business.

8. DEBTS. The Wife shall assume and pay all indebtedness owing on the 2000 Mercedes Benz vehicle to MBCC and Wife shall hold the Husband harmless from all liability thereon.

The parties have no other joint debts. Each party shall pay his or her separate

debts and hold the other party harmless from liability thereon.

Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. § 523(5) and § 523(15) which is not dischargeable in bankruptcy as to the other party.

9. ALIMONY. Each party waives and relinquishes all claims to alimony and spousal support.

10. ATTORNEY'S FEES. Each party is represented by a separate attorney or has had an opportunity to consult a separate attorney before signing this Agreement. Each party will pay his or her own attorney's fees. Upon entry of a final decree of divorce, the attorneys of record will be released from further responsibility in this action and shall be released as surety for future court costs.

11. COURT COSTS. The Wife shall pay all court costs.

12. ENFORCEMENT. If it becomes necessary for either party to bring a court action to assist in the enforcement of this Agreement, and the Court finds that one of the parties violated the terms of this Agreement, any order to enforce compliance with the terms of this Agreement shall include the assessment of court costs and attorneys fees against the violating party.

13. DIVORCE DECREE. The parties desire that this Agreement be incorporated in any final decree of divorce that may be entered in any court having appropriate jurisdiction of the parties. The parties agree that this Agreement shall be submitted to the Court for its ratification and approval.

14. VOLUNTARY AND BINDING. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation. Each party acknowledges that he or she has read this Agreement, that it is fair and equitable and that it is entered into voluntarily. Each party agrees to abide by the provisions of this Agreement and to be bound thereby. Each party agrees to execute all documents necessary to carry out the terms of this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties, superseding any prior written and oral agreements between them. The parties have made no representations or warranties other than those expressed in this Agreement.

16. APPLICABLE LAW. This Agreement shall be construed and governed by the laws of the State of Tennessee.

17. MODIFICATION. This Agreement is intended to be incorporated into a court order for divorce. This Agreement will no longer be effective after the expiration of 180 days from the date the parties sign this Agreement unless either party is granted an absolute divorce by the court within 180 days. Any modification of this Agreement before the divorce decree is entered shall be in writing, signed by both parties, and filed with the court before the final hearing of divorce. Any modification of this Agreement after the final divorce decree is entered shall also be made in writing, signed by both parties, and filed with the court in which the divorce decree is entered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date below written.

12/11/03
DATE

JOAM SOON RHEE, Wife

12/11/03
DATE

GOON UOO RHEE, Husband

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 11th day of Dec, 2003, personally appeared before me Joam Soon Rhee, to me known to be the person described herein as the Wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that she executed the foregoing Agreement and acknowledged that she did so as her own free act and deed.

Notary Public

My commission expires:

7/24/04

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 11th day of Dec, 2003, personally appeared before me Goon Uoo Rhee, to me known to be the person described herein as the Husband, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that he executed the foregoing Agreement and acknowledged that he did so as his own free act and deed.

Notary Public

My commission expires:

7/24/04

It is further **ORDERED, ADJUDGED and DECREED** by the Court that costs of this cause be and are hereby assessed against the Wife.

It is finally **ORDERED** that execution may issue to enforce any of the provisions of this Decree.

Entered this 16th day of February, 2004.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

KAREN CAIN, BPR No. 6931
Attorney for Wife
306 Gay Street, Suite 304
Nashville, Tennessee 37201
(615) 256-2806

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Defendant, Goon Uoo Rhee, Pro Se, at 946 Seymour Avenue, Nashville, TN 37206, on this the 18 day of February, 2004.

KAREN CAIN

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 18 day of FEBRUARY , 2004 , in the Case Number 03D2912 between RHEE, JOAM SOON Plaintiff, and RHEE, GOON UOO Defendant, as same remains of record in Vol. 5583 , Page 1414771 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 23 day of FEBRUARY in the year two thousand four and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk