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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

2006 MAY 24 PM 3:49

RICHARD R. ROOKER, CLERK

D.C.

HATAIRAT TONGKUMKUL)
Social Security No[redacted])
Plaintiff,)
vs.) Docket No. 06D-532
) NOTICE OF ENTRY REQUIRED
KENJI OHNO)
Social Security No[redacted])
Defendant.)

Karen Johnson Davidson County
Batch# 250376 DEEDDIV
06/28/2019 12:20:54 PM 13 pgs
Fees: $67.00 Taxes: $0.00
20190628-0063095

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 24th day of May, 2006, before the Honorable ~~Muriel Robinson~~ Jack Norman Jr., Substitute, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Wife, the parties' properly executed Marital Dissolution Agreement, the testimony of the Wife, statements of counsel and the entire record herein from all of which the Court finds that the parties have irreconcilable differences in their marriage and that they have entered into a Marital Dissolution agreement providing for an equitable division of their assets and liabilities.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Plaintiff/Wife, HATAIRAT TONGKUMKUL, is hereby awarded an absolute divorce from Defendant/Husband, KENJI OHNO, and that the parties are each restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED the Marital Dissolution Agreement of the parties is approved by the Court and incorporated into the final decree of divorce as the judgment of the Court as follows:

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RICHARD R. ROOKER, CLERK
D. Brady D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

HATAIRAT TONGKUMKUL)
Social Security No. [redacted])
Plaintiff,)
vs.) Docket No. 06D-532
)
KENJI OHNO)
Social Security No. [redacted]
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between HATAIRAT TONGKUMKUL, referred to herein as Wife, and KENJI OHNO, referred to herein as Husband;

WITNESSETH:

WHEREAS, the Husband and Wife were married on April 4, 1994, and resided together in that relationship until their separation in June of 2001; and,

WHEREAS, the Wife has filed on February 16, 2006, in the Fourth Circuit Court of Davidson County, Tennessee, a suit for divorce styled HATAIRAT TONGKUMKUL V. KENJI OHNO, Docket No. 06D-532, seeking an absolute divorce;

WHEREAS, the parties desire to enter into the following agreement as a complete and final settlement with respect to the division of their property and their financial obligations;

NOW, THEREFORE, in consideration of these premises, the Husband and Wife agree as follows:

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1. REAL ESTATE:

The residence, located at 4500 Hunter's Green Circle, Antioch, TN 37013, titled in the name of the parties jointly, is awarded solely to the Wife. Husband is divested of all right, title and interest in said property, and all right, title and interest in said property is vested solely in Wife, who shall be solely responsible for all liability relative to the ownership of said property including the payment of the mortgage which she shall immediately refinance in her individually name, for all of which Wife indemnifies Husband and holds him harmless for the payment thereof. Husband shall execute a quitclaim deed transferring his interest in said property to Wife.

The condominium located at 2836 Woodlawn Drive, Nashville, TN 37215, titled in the name of the Husband, is awarded solely to the Husband. Wife is divested of all right title and interest in said property and all right title and interest is said property is vested solely in the Husband. Husband shall be responsible for all liability relative to the ownership of said property including the mortgage for all of which Husband indemnifies Wife and holds her harmless for the payment thereof. Wife shall execute a quitclaim deed transferring her interest in said property to the Husband.

2. PERSONAL PROPERTY:

The parties have divided their personal property in a mutually acceptable manner. All items in the possession of the Wife are awarded to her, free of any claim by the Husband. All items in the possession of the Husband are awarded to him, free of any claim by the Wife.

3. AUTOMOBILES:

The 2000 Honda Odyssey automobile, titled in the names of the parties jointly, is vested in the Wife and the Husband is divested of any interest therein. Wife shall be responsible for all liability relative to the ownership of said vehicle, including the payment of the lien to Honda Finance in the approximate principal amount of

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$4,000.00, for all of which she indemnifies the Husband and holds him harmless for the payment thereof.

The 2004 Jaguar automobile, titled in the name of the Husband is vested in the Husband and the Wife is divested of any interest therein. Husband shall be responsible for all liability relative to the ownership of said vehicle, including insurance coverage effective the date of the final divorce hearing, for all of which Husband indemnifies Wife and holds her harmless for the payment thereof. There is no lien on either vehicle.

4. BANK ACCOUNTS:

Each of the parties is awarded any checking/savings account is his/her individual name, free of any claim of the other.

5. INVESTMENT, RETIREMENT, PENSION ACCOUNTS:

The Wife is awarded all investment/retirement pension accounts titled in her name individually and Husband relinquishes and waives all interest or ownership of said accounts.

Husband is awarded all investment/retirement pension accounts titled in his name individually and Wife relinquishes and waives all interest in or ownership of said accounts.

6. BUSINESSS:

The restaurant business known as KEN'S JAPANESE RESTAURANT is awarded to the Husband and the Wife relinquishes and waives all interest in or ownership of said business. Husband shall be solely responsible for all liability relative to the ownership or operation of said business for all of which he indemnifies Wife and holds her harmless.

7. INSURANCE:

Each of the parties shall secure his/her own health insurance.

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8. DEBTS:

Husband shall pay any and all outstanding indebtedness incurred in his name individually and he indemnifies Wife and holds her harmless from any liability for the payment thereof.

Wife shall pay any and all outstanding indebtedness incurred in her name individually, and she indemnifies Husband and holds him harmless from any liability for the payment thereof.

Husband shall pay the American Express account for which Wife is co-signor and he indemnifies Wife and holds her harmless for the payment of this debt. Husband shall immediately pay the balance or transfer the debt to an account in his individual name.

The parties are not aware of any other joint debts other than those specifically referenced in this agreement. In the event that there are other joint debts the party incurring the debts shall be solely responsible for the payment thereof. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

8. INCOME TAX:

If there is a deficiency assessment in connection with any joint federal income tax return filed by the parties, the amount ultimately determined to be owed thereon shall be borne by the party whose deduction, income, or erroneous reporting resulted in the deficiency assessment. The parties shall file individual tax returns for the 2005 tax year and the Husband shall claim the deduction for interest payments of the

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marital home mortgage. Each of the parties shall be responsible for paying one-half the total capital gain taxes due as the result of the sale of the marital residence.

9. ALIMONY:

Each of the parties waives the right to receive alimony from the other, now or in the future.

10. REPRESENTATION, ATTORNEY'S FEES, EXPENSES AND COSTS:

The Wife has been represented by JANICE STANLEY WALDEN and the Husband has been advised to seek legal counsel and has either done so or had chosen to represent himself in the negotiation of this agreement. The parties shall each pay all legal attorneys' fees, and any other professionals' fees, incurred by him and by her respectively in regards to this divorce case. The parties shall equally share the payment of any unpaid court costs. The parties acknowledge that neither is relying on any tax advice of their respective attorneys and that they have been advised to seek counseling from an accountant or tax attorney regarding the terms of this agreement. Upon the entry of a final decree of divorce, the attorneys of record in this cause will be released from further responsibility in this action and shall be released as surety for any future costs.

12. FUTURE INDEBTEDNESS:

From the date of the execution of this agreement, neither party shall incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required, voluntarily or involuntarily, to pay a debt incurred by the other, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys' fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

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13. SEVERABILITY:

In the event any provisions of this Agreement shall be invalid or determined invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this Agreement, said provisions being severable.

14. TAX EXEMPT STATUS:

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition but represents a division of property by co-owners.

15. NO INTERFERENCE:

It is agreed between the parties that each party shall be free from interference, authority and control, direct or indirect by the other as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest, threaten, harass, nor compel or endeavor to compel, the other to cohabit or dwell with him or her.

16. FULL DISCLOSURE:

The parties acknowledge that there are no assets owned by them either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets; the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement.

Each of the parties acknowledge that they waive the right to formal discovery by means of sworn written interrogatories or sworn oral testimony and that each are relying on the representation of the other that full disclosure has been made in the negotiation of this settlement agreement.

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17. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing, which shall reasonably be required for the purposes of effectuating the provisions and intent of the Marital Dissolution Agreement.

18. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in the Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executor, administrator, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

19. The parties desire that their Marital Dissolution Agreement be incorporated as part of any final judgment of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end, agree that Wife shall immediately submit this agreement to the Court and proceed to Court for a final hearing of this cause and the ratification and approval of this agreement by the Court.

20. This Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understanding between them, other than those agreements and understanding expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them other than those expressly

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mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

21. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement and further agrees to be responsible for attorney's fees and court costs if it is necessary for the other to file suit to enforce the agreement.

22. The parties acknowledge that the Husband is a resident of Tennessee. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process, and shall constitute a general appearance before the Court, which shall give the Court personal jurisdiction over the Defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences. Any requirement for her to file an answer to the complaint filed by the Wife is hereby waived.

IN WITNESS WHEREOF, Husband has signed this Marital Dissolution Agreement on _____, 2006, and Wife has signed this Marital Dissolution agreement on _____, 2006.

Hatairat Tongkumkul

HATAIRAT TONGKUMKUL

KENJI OHNO

Copy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, HATAIRAT TONGKUMKUL, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 13th day of May, 2006.

Notary Public

My commission expires: 01-14-08

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, KENJI OHNO, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 13th day of May, 2006.

Notary Public

My commission expires: 01-14-08

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IT IS FURTHER ORDERED that the complaint is amended to correct the typographical error in the spelling of Wife's name which is correctly spelled TONGKUMKUL and the to reflect Husband's place of birth, Osaka, Japan.

IT IS FURTHER ORDERED that any unpaid court costs of this cause are taxed to the Wife and Husband equally for which execution may issue if necessary.

Entered this 24 day of May 2006.

~~MURIEL ROBINSON, JUDGE~~

Jack Norman, Jr.
Substitute Judge

Approved for entry:

JANICE STANLEY WALDEN #6191
Attorney for HATAIRAT TONGKUMKUL
P.O. Box 121541, Acklen Station
Nashville, TN 37212
615 292-2726

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of this order to the Defendant, KENJU OHNO, 2835 Woodlawn Drive, Nashville, TN 37215 on this 24th day of May 2006.

JANICE STANLEY WALDEN BPR# 6191

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CERTIFICATE OF SERVICE

DOCKET NO. 06D532

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 26th day of May, 2006.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

Janice Stanley Walden, Esq.
P. O. Box 121541, Acklen Station
Nashville, Tennessee 37212

Kenju Ohno
2835 Woodlawn Drive
Nashville, Tennessee 37215

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 24 day of MAY, 2006, in Docket Number 06D532 between TOMGKUMKUL, HATAIRAT, Plaintiff, and OHNO, KENJI, Defendant, as same remains of record in 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 28 day of JUNE in the year two thousand nineteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,



By: _____

Deputy Clerk