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Vol. 191 Page 3529

Of Counsel:
STIRLING & KLEINTOP

ASPEN 02036042

1ST CIRCUIT COURT
STATE OF HAWAII
FILED

1990 JAN 31 AM 10:20

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Honolulu, Hawaii 96813
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R. HIGA
CLERK

Attorney for Defendant

IN THE FAMILY COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

PAUL MATIAS BUNDA,

Plaintiff,

vs.

APRIL LOUISE BUNDA,

Defendant.

FC-D No. 89-1302

DIVORCE DECREE

Hearing: JAN 30 1990

Judge: KWAN HI LIM

Marriage Irretrievably
Broken

DIVORCE DECREE

This action came on for hearing on JAN 30 1990
before the Honorable KWAN HI LIM, Judge of the above-
entitled Court. The Court's decision was rendered on
JAN 30 1990.

Following the hearing and after full consideration of
the evidence, the Court found the material allegations of the

I do hereby certify that this is a full, true, and
correct copy of the original on file in this office.

Clerk, Circuit Court, First Circuit

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complaint for divorce to be true, Plaintiff to be entitled to a divorce from the bonds of matrimony on the grounds that the marriage is irretrievably broken, and the Court to have jurisdiction to enter this decree.

Now, therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. A decree of absolute divorce is hereby granted to Plaintiff. The bonds of matrimony between Plaintiff and Defendant are hereby dissolved and the parties hereto are restored to the status of single persons, and either party is permitted to marry from and after the effective date of this decree.
2. This decree is effective after it is signed and filed.
3. There were three (3) children born of the marriage:

<u>NAME</u>	<u>BIRTHDATE</u>
PAUL MATIAS BUNDA, JR.	January 18, 1971
MARNI KIM BUNDA	November 21, 1975
ERIN RENEE BUNDA	December 4, 1980
4. Custody. Plaintiff and Defendant shall be awarded joint legal custody of the above-named minor children and Defendant shall be awarded physical custody of the minor children, subject to Plaintiff's rights of reasonable visitation. Specific visitation shall be as agreed upon by the parties, but shall at all times be liberal.

5. Other matters covered by this Decree are as follows:

(a) Alimony. As neither Plaintiff nor Defendant has requested alimony, no order for alimony shall be made.

(b) Child Support. Plaintiff shall pay to Defendant as and for the support, maintenance, and education of the above-named minor children the sum of \$480.00 per child per month, for a total of \$960.00 per month. Said sum shall take into account Defendant's child support obligation to Plaintiff for the parties' adult child, PAUL, JR. Commencing on the fifth (5th) day of the first (1st) month immediately following the filing of this Divorce Decree, the child support amount (\$960.00) shall be payable to the Child Support Enforcement Agency in one monthly installment on or before the fifth (5th) day of each month. Payments shall continue for each child until said child attains the age of 18 years or graduates from or discontinues high school, whichever occurs last. Child support for said child shall continue uninterrupted if said child continues his or her education post high school on a full-time basis at an accredited college or university, or in a vocational or trade school, and shall continue until said child graduates

or attains the age of 23 years, whichever event occurs first, so long as said child is a member of Defendant's household.

In compliance with Act 200 of 1988, all payments for child support after this Decree is filed shall be payable to and made through the Child Support Enforcement Agency, P.O. Box 1860, Honolulu, Hawaii 96805-1860, and shall be made pursuant to the Order for Income Assignment which shall be filed concurrently herewith.

All of the foregoing shall be subject to further order of the Court.

The Child Support Enforcement Agency is hereby made a party for the limited issue of child support.

(c) Pre-College Educational Expenses. Plaintiff shall assume and pay any and all pre-college private school expenses for MARNI and ERIN should they, or either of them, attend private school(s). Private school expenses shall include but not be limited to tuition, fees, and book expenses. Plaintiff shall also assume and pay for any summer fun, summer school, or other similar summer programs, and lessons for MARNI and ERIN.

All of the foregoing shall be subject to further order of the Court.

(d) Post-High School, Higher Education Expenses. Plaintiff shall assume and pay any and all post-high school, higher education expenses for each of the children so long as he or she is pursuing his or her education post high school on a full-time basis at an accredited college or university, or in a vocational or trade school. Higher education expenses shall include but not be limited to tuition, fees, book expense, room and board, and transportation to and from the educational institution. However, in the event any of the children continues to be a member of Defendant's household while pursuing his or her education post-high school, Plaintiff shall not be responsible for paying the expense of room and board or transportation to and from the educational institution. This obligation to pay the post-high school, higher education expenses for each child shall continue until said child graduates or attains the age of 23 years, whichever occurs first.

All of the foregoing shall be subject to further order of the Court.

(e) Medical and Dental Care for Children. Defendant shall maintain medical and dental insurance coverage for the parties' children to the extent they are eligible under her presently existing medical and

dental insurance plans. Any uninsured expenses for ordinary, routine medical and dental care for MARNI and ERIN shall be paid by Defendant. Any uninsured expenses for ordinary, routine medical and dental care for PAUL shall be paid by Plaintiff. Any uninsured expenses for extraordinary medical and dental care for the parties' three children, including orthodontia, shall be paid equally by the parties. Before either party incurs any medical expense of a non-emergency nature for the children which under this provision must be paid in full or part by the other party, the party intending to incur the expense shall give the other party notice of his or her intent to incur said expense. This obligation shall continue so long as the parties, or either of them, are obligated to support the children and/or to pay the children's higher education expenses or any portion thereof. This provision shall be subject to further order of the Court.

(f) Incorporation of Agreement Incident to Divorce. The Agreement Incident to Divorce entered into by and between the parties on DEC 22 1989

is approved by the Court and incorporated herein by
reference.

JAN 31 1990

DATED: Honolulu, Hawaii, _____

KWAN HI LIM

SEAL

Judge of the above-entitled Court

APPROVED AS TO FORM AND CONTENT:

Paul Matias Bunda

PAUL MATIAS BUNDA
Plaintiff

SSN# 575-58-9064

Address: 1745 Royal Palm Drive
Wahiawa, Hawaii 96786

Employer's Name & Address:
Noguchi & Associates
1314 S. King Street, Ste. 560
Honolulu, Hawaii 96814

Date

12.22-89

April Louise Bunda

APRIL LOUISE BUNDA

Defendant

SSN# 575-58-9644

Address: 98-875A Kaamilo Street
Aiea, Hawaii 96701

Employer's Name & Address:
Dakin Hawaii
1557 Colburn Street
Honolulu, Hawaii 96817

Date

Dec. 22, 1989

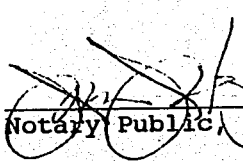
APPROVED AS TO FORM:

John Jacob Ling
JOHN JACOB LING
Attorney for Plaintiff

Carolyn O. Tavy
CAROLYN O. TAVY
Attorney for Defendant

STATE OF HAWAII)
) SS:
 CITY AND COUNTY OF HONOLULU)

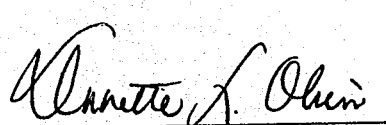
Op On this 22nd day of Dec., 1989, before me personally appeared PAUL MATIAS BUNDA, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.


 Notary Public, State of Hawaii

My commission expires: 11/14/91

STATE OF HAWAII)
) SS:
 CITY AND COUNTY OF HONOLULU)

On this 20th day of December, 1989, before me personally appeared APRIL LOUISE BUNDA, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.


 Notary Public, State of Hawaii

My commission expires: 4/16/90

1989 DEC 27 A 8:59

Of Counsel:
STIRLING & KLEINTOP

N. ANAYA
CLERK

CAROLYN O. TAVY 4608-0
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900 Fort Street
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Attorney for Defendant

IN THE FAMILY COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

PAUL MATIAS BUNDA,

Plaintiff,

vs.

APRIL LOUISE BUNDA,

Defendant.

FC-D No. 89-1302

AGREEMENT INCIDENT
TO DIVORCE

AGREEMENT INCIDENT TO DIVORCE

THIS AGREEMENT made and entered into this 22nd day of
December, 19 89 by and between PAUL MATIAS BUNDA,
hereinafter called "Husband", and APRIL LOUISE BUNDA, hereinafter
called "Wife";

to pay that child's higher education expenses or any portion thereof. This life insurance obligation to the children shall be subject to further order of the Court.

Each party shall be awarded the life insurance policy(ies) titled in his or her name alone, including any cash value therein and subject to any encumbrances thereon.

8. Property Division.

(a) Real Property.

(i) 98-1820 U Ka'ahumanu Street. The jointly titled residence located at 98-1820 U Ka'ahumanu Street, Pearl City, Hawaii has been sold and the net proceeds realized from the sale have been divided equally between the parties.

(ii) Oregon Shores Property. Husband shall be awarded the Oregon Shores vacant lot located in Klamath Falls, Oregon, subject to his assumption and payment of any encumbrance thereon.

(b) Personal Property.

(i) Vehicles. Wife shall be awarded the 1989 Volvo automobile, subject to any encumbrances thereon. Husband shall be awarded the 1987 Corvette and the 1988 Plymouth Voyager automobiles, subject to any encumbrances thereon.

(ii) Deposit Accounts. Each party shall be awarded any deposit accounts titled in his or her name alone. There are no joint deposit accounts.

writing over the signature of each of the parties hereto and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have hand-dated and signed their names below.

DATED: Honolulu, Hawaii, 12-22-89.

Paul Matias Bunda

PAUL MATIAS BUNDA
SSN #575-58-9064

DATED: Honolulu, Hawaii, Dec. 20, 1989.

April Louise Bunda

APRIL LOUISE BUNDA
SSN #575-58-9644

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 26th day
of Feb. A.D., 19 91 at 3:28 o'clock P.M., and duly recorded in Vol. M91
of Deeds on Page 3529.

FEE \$58.00

Evelyn Biehn County Clerk

By Pauline Muelendore

Return: ATC