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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2008 AUG 21 PM 12:44

RICHARD R. ROOKER, CLERK

CANDY MARILYN MORRELL,)
Plaintiff/Wife,)
)
vs.) No. 07D-2898
) NOTICE OF ENTRY REQUESTED D.C.
MOHAMMAD ABO ALIZ KARRAZ,)
Defendant/Husband.)

FINAL DECREE OF DIVORCE

This cause came on to be heard on August 21, 2008 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, upon the Complaint for Divorce filed by the Plaintiff/Wife, CANDY MARILYN MORRELL ("Wife"), the Answer and Counter-Complaint filed by the Defendant/Husband, MOHAMMAD ABO ALIZ KARRAZ ("Husband"), the filing of a Marital Dissolution Agreement (MDA) and Permanent Parenting Plan executed by both parties, the appearance of both parties and the testimony of the Wife, and the full record in this cause. Based on the foregoing, the Court finds that there exist such irreconcilable differences between the parties as entitle the Wife to an absolute divorce, and an absolute divorce should so be granted. It further appears that there are four minor children from this marriage, that the 90 day statutory waiting period has expired, and that the current addresses of the parties are: Wife, 595 Hicks Road, #A2, Nashville, Tennessee, 37221; Husband, 516 Wheatfield Way, Nashville, Tennessee, 37209.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Wife be, and hereby is, awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and both parties are restored to the rights and privileges of unmarried persons.

It is further ORDERED that the MDA and Parenting Plan executed by the parties be, and hereby is, approved and incorporated into this Final Decree by copying verbatim as follows:

I CERTIFY THAT IS A TRUE COPY
OF THE ORIGINAL INSTRUMENT.
BY: _____

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2008 JUL 23 PM 1:45

RICHARD R. ROOKER, CLERK

CANDY MARILYN MORRELL

Plaintiff/Wife,

vs. No. 07D-2898

MOHAMMAD ABO ALIZ KARRAZ,

Defendant/Husband.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **CANDY MARILYN MORRELL,** (hereinafter referred to as "Wife") and **MOHAMMAD ABO ALIZ KARRAZ,** (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past, with the result that **CANDY MARILYN MORRELL** instituted divorce proceedings against **MOHAMMAD ABO ALIZ KARRAZ,** same being Civil Action No. **07D-2898,** in the Fourth Circuit Court for Davidson, Tennessee;

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, child support rights, and obligations for payment of debts, and to enter into contract for the settlement of such rights and obligations, not only for the present, but the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

Wife's Initials: CM Husband's Initials:

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NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties have entered into a Permanent Parenting Plan governing the parties' relations with the minor children, Nadia, Noora, Ahmad and Raessa Karraz. Said plan is approved and incorporated herein by reference as an Order of the Court.

2. The parties own a marital residence and land located at 516 Wheatfield Way, Nashville, TN 37209. All right, title and interest in and to said property is vested out of Wife and vested solely in Husband, free and clear of any claim of Wife. Wife shall Quitclaim her interest in said property to Husband by Quitclaim Deed prepared by Husband. Husband shall be solely responsible for and pay all the outstanding mortgage indebtedness owing on said property, including a first mortgage and a line of credit, and any and all other debt related to said property, including the utilities used on and for said property. Husband shall indemnify Wife and hold Wife harmless for any and all said mortgage indebtedness owing on said property, including the first mortgage and the line of credit, and any and all other debt related to said property. Wife shall vacate the marital residence within Thirty (30) days.

3. Husband owns or has ownership interest in two (2) businesses, Tristar Trucking, Inc., and Horizon Mobility, Inc. Wife relinquishes any and all claims or interests she may have in said businesses. Husband shall be solely responsible for and pay all outstanding indebtedness to which he is personally liable or responsible through said businesses or pertaining to said businesses. Husband shall indemnify and hold Wife harmless for any said indebtedness connected with these businesses or business interests of Husband.

Wife's Initials: _____ Husband's Initials: _____

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4. Husband shall retain all furniture or furnishings in the marital residence except the following which shall be the sole and separate property of Wife: beds of the children, one love seat, dinette table and chairs, baking utensils, cooking utensils, two computers including educational software (Nadia's and Noora's), guest room television, half of linens and towels, everyday plates and china, one-half of children's clothing. Each party shall retain one-half of the pictures/photographs of the minor children. Each party may make copies of the pictures/photographs retained by the other party at his/her own expense.

5. Each party shall retain his or her respective articles of clothing, jewelry and personal effects.

6. All right, title and interest of Husband in and to the 1994 Toyota Camry VIN# 4T1SK12E9RU424182 is hereby divested out of Husband and vested solely in Wife, free and clear of any claim by Husband. Wife shall assume sole and separate responsibility for paying any debt associated with said vehicle, if any, and shall hold Husband harmless and indemnify him from any liability thereon. Husband will cooperate in transferring title of this vehicle to Wife if necessary. Husband shall retain sole ownership interests in the following vehicles: 1999 Ford E50 van, 1998 Dodge van and all Horizon Mobility, Inc. vehicles. Husband assumes sole responsibility for all indebtedness relating to all said vehicles and all liability arising from use of all said vehicles. Husband shall indemnify Wife and hold her harmless for all said indebtedness and liability relating to all said vehicles. Husband shall remove Wife's name from the title of any of these vehicles or any other vehicles in which he may have an ownership interest and produce evidence to Wife that he has done so. Wife shall sign any documents necessary to remove her name from the title of any of these vehicles.

7. Neither party shall pay alimony or spousal support to the other party. Each party

Wife's Initials: CM Husband's Initials: MK

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shall pay his or her own attorneys fees. Each party shall pay one-half of the mediation fees charged by the mediator, Russ Heldman, which shall be enforceable by motion to the Court. Each shall pay one-half Court costs, for which execution may issue if necessary.

8. Husband shall assume sole responsibility for paying any taxes, penalties and/or interest as a result of income earned and/or received by the parties or loses or deductions taken by the parties during the marriage and/or during any year for which the parties file or have filed income tax returns. Husband shall hold Wife harmless from any liability for any said or such income taxes, penalties and/or interest as may hereinafter be due. Husband shall receive any refund which may be due for 2007 and assumes all liability for unpaid 2007 taxes which may be due.

9. Wife has debt with Capital One, account ending 2678 and with Sallie Mae for a student loan. Wife assumes all responsibility for this debt and shall hold Husband harmless thereon. With the exception of these two debts Husband is responsible for and shall pay all debts incurred by the parties during the marriage. Husband shall indemnify Wife and hold her harmless thereon for all said debts incurred by the parties during the marriage. Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Wife harmless from any liability for such debts. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Husband harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of the Agreement.

10. In the event a creditor of either party makes a claim against the other party, which is

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upheld by a Court of competent jurisdiction, to pay any debt for which such party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible 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.

11. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

12. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

13. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitations, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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14. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise prohibited by the terms of this Agreement or unless a new beneficiary designation is hereafter executer designating the other party as a beneficiary.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. 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 a full disclosure to each other of all assets in which they have an interest. Should it develop that there are undisclosed assets, the party to whom the assets were not disclosed shall have 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.

17. Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable, and that it is being entered into voluntarily and with advice of counsel.

18. This Agreement contains the entire understanding of the parties. There are no

Wife's Initials: CM Husband's Initials: MM

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representations, warranties or promises other than those expressly set forth herein.

19. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

20. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

21. 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 domestic support obligation under §11 U.S.C 523 (5) and § 11 U.S.C 523 (15) which is not dischargeable in bankruptcy as to the other party. Each party hereby affirmatively acknowledges that such obligation is necessary to insure that all needs of one party are satisfied and that all support obligations, when viewed as a whole, are neither excessive nor unreasonable, under traditional concepts of support, given the past and future ability or each party to produce income.

22. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

23. This Agreement shall be construed under the law of the State of Tennessee.

Wife's Initials: CM Husband's Initials: MK

Copy

THIS AGREEMENT shall be executed by each party and filed with the Court to be incorporated by the Final Decree.

CANDY MARILYN MORRELL

MOHAMMAD ABO ALIZ KARRAZ

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Candy Marilyn Morrell**, the within named and bargainor with who I am personally acquainted or who proved her identity to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of July, 2008.

NOTARY PUBLIC

11/14/09
My Commission Expires

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mohammad Abo Aliz Karraz**, the within named and bargainor with who I am personally acquainted or who proved her identity to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of July, 2008.

NOTARY PUBLIC

11/14/09
My Commission Expires

cc

Wife's Initials: CM Husband's Initials: MK