

SEPARATION AGREEMENT

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This Agreement made and entered into between Acar M. Caner, hereinafter referred to as "husband" and Monica I. Caner, hereinafter referred to as "wife", both of whom represent that:

WHEREAS, the parties hereto were married in Stockholm, Sweden, on April 1, 1966;

WHEREAS, three children have been born as issue of this marriage, to wit: Ergun Caner, age 11 years; Erden Caner, age 9 years, and Emir Caner, age 7 years;

WHEREAS, differences have arisen between the parties and they are now living separate and apart;

WHEREAS, the parties hereto desire to, and by this Agreement do, settle and determine and hereby provide for a division of all property belonging to the parties or to either of them and also to provide alimony, dower, descent, distribution, child support and visitation rights;

NOW THEREFORE, in consideration of the foregoing and mutual promises and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I - SEPARATION

Each party shall hereafter live separate and apart from each other, and neither shall annoy, molest, interfere with or harass the other in any way or manner, either directly or indirectly.

ARTICLE II - CHILDREN

In no event and under no circumstances shall either party hereto cause or allow any of the minor children of the parties to leave or be taken from the Continental Borders of the United States of America. Said minor children are to remain residents of Ohio for at least two (2) years from the date hereof and are not to leave the State of Ohio without the permission of the Franklin County Common Pleas Court, Division of Domestic Relations.

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ARTICLE III- VISITATION

Husband shall be granted the following visitation with the minor children. Beginning the first weekend after the date of this separation agreement shall become effective, the husband shall then have the right of visitation with the minor children of the parties every other weekend from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening. Husband shall be granted the right of visitation on all major Islamic holidays during each year, these being Eid-Al-Fitr, Eid-Al-Adha, and Mirag.

During the summer months, the minor children of the parties shall visit and reside with the husband for a period of four (4) consecutive weeks and the husband shall be entitled to have the children visit and reside with him during one other week of the year. Said week shall be selected by mutual agreement of the parties hereto.

It is further agreed that, in spite of their differences, the parties will discuss and cooperate on matters pertaining to the children's welfare, health and education, knowing full well that the general welfare of said children is of paramount importance, and to that end, each party will abide by the spirit of this agreement as well as the binding, written contractual obligations as herein contained, and each party will encourage the children to respect, honor and love the other party.

In addition, the husband may participate in any teacher's conferences or P.T.A meetings or school programs for the minor children.

ARTICLE IV - CHILD SUPPORT

Husband shall pay to wife, as and for child support, the sum of Twenty Dollars (\$20.00) per week plus poundage per child; such support to continue until each child reaches the age of 18 years or as otherwise provided by law.

Payments pursuant to the above paragraphs are to be made to: Clerk of Courts, Cashier's Department, 50 W. Mound Street, Columbus, Ohio, 43215.

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In the event that the minor children of the parties reside with the husband for one week or longer, support payments to the wife shall be reduced by Forty Dollars (\$40.00) for each full week that the children shall so reside with the husband.

Two of the minor children of the parties, Ergun and Erden, shall become American Citizens and husband may process their application.

ARTICLE V - ALIMONY

Both husband and wife waive their rights to alimony.

ARTICLE VI - DIVISION OF PROPERTY

All property, real and personal, and wherever situated, which the parties own individually or jointly or in common with each other, or in which either party has any interest or control, shall be divided as follows:

A. Household Goods

Wife shall retain as her own, free and clear of all claims of husband, all the household goods, appliances, furniture and furnishings and all other personal property belonging to her, in her possession.

Husband shall retain as his own, free and clear of all claims of wife, all the household goods, appliances and furnishings and all other personal property in his possession, located at 1296 Gertrude Drive, Columbus, Ohio, 43227.

B. Automobiles

The Ford Mustang shall become the exclusive possession of and titled to the wife free and clear of all claims of the husband.

The 1973 Plymouth shall become the exclusive possession of and titled to the husband, free and clear of all claims of the wife.

C. Other Property

The parties have One Hundred Three Thousand (103,000) Turkish lira in the Country of Turkey in the possession of one Kaya Caner, the husband's brother. This property shall become the exclusive property of the husband, free and clear of all claims of the wife.

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The parties also have certain furniture in the Country of Turkey. Said furniture shall become the exclusive property of the husband.

D. Real Estate

Husband and wife are owners in fee simple as tenants in common of the following described realty:

"Being Lot Number One Hundred Thirty Seven (137) in Willis Park Subdivision No. 2, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 28, pages 22, 23, and 24, Recorder's Office, Franklin County, Ohio."

The realty also being known as 1296 Gertrude Drive, Columbus, Ohio.

Husband and wife agree that husband shall transfer by quit claim deed all the interest that he has in said real estate to the wife. Wife agrees to pay the outstanding mortgage on said premises and to hold husband harmless from said indebtedness.

ARTICLE VII - COMPLETE SETTLEMENT

This agreement shall be a full and complete settlement of all alimony and property rights between the parties, each of whom by the provisions hereof release, satisfy and discharge all claims and demands against the other, including rights of dower, inheritance, descent, and distribution, allowance for year's support, exemption from administration, all rights as surviving spouse, heir, legatee, and next of kin in the estate of each other, and all property which each now owns or may hereafter acquire, except as herein provided.

ARTICLE VIII - INCORPORATION INTO DECREE

This agreement or any amendment thereto, shall be submitted to any Court in which a Complaint for Divorce of Marriage or an action between the parties for divorce may be pending, and, if found by the Court to be fair and equitable and approved or validated by the Court, shall be incorporated into the final decree of said Court as the order of said Court.

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ARTICLE IX - IMPLEMENTATION OF AGREEMENT

Upon the execution of this agreement, all periodic payments required under the terms of this agreement shall commence.

Upon granting by the Court of a divorce, each party shall deliver to the other party or permit the other party to take possession of all items of property to which each is entitled under the terms of this agreement and each party shall execute documents of title where necessary to transfer legal title to property to which the other party is entitled under the terms of this agreement.

The effective date of this Agreement is \_\_\_\_\_, 1978.

WITNESSES:

William J. Wood

Acar M. Caner  
Acar M. Caner

William J. Wood

Marilyn L. Fairchild

Monica I. Caner  
Monica I. Caner

Rick Cooper

THE STATE OF OHIO }  
Franklin County, ss

I, MARYELLEN O'SHAUGHNESSY, Clerk  
OF THE COURT OF COMMON PLEAS  
WITHIN AND FOR SAID COUNTY,  
HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS TRULY TAKEN  
AND COPIED FROM THE ORIGINAL

Separation Agreement

NOW ON FILE IN MY OFFICE, WITNESS MY HAND AND SEAL OF SAID  
COUNTY THIS 25th DAY OF MAR, A.D. 20 10

MARYELLEN O'SHAUGHNESSY, Clerk  
By Stacy Sciber Deputy

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