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Bill Garrett Davidson County
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20180305-0020758

4th Circuit Court Davidson County, Tennessee	**FINAL DECREE OF DIVORCE** (WITH MARITAL DISSOLUTION AGREEMENT)	Case Number 14D2684

Charles Longoria Plaintiff(s) vs. Arielle Longoria Defendant(s)

FILED
2015 JUN 24 AM 10:38
RICHARD R. ROOT CLERK

This case was heard on June 24, 2015 [*date*]. The Court finds that the parties have made adequate and sufficient provision in a Marital Dissolution Agreement for the equitable division of all property and debts between them. It is attached and incorporated as part of this Decree. On the basis of the Amended Complaint, the Marital Dissolution Agreement, and the entire record, the Court finds good cause to enter this Final Decree.

Therefore, it is **ORDERED, ADJUDGED AND DECREED** that:

DISSOLUTION OF THE MARRIAGE

The marriage of the parties is dissolved because of irreconcilable differences.

NOTICE

This Final Decree does not necessarily affect the ability of a creditor from proceeding against either party or their property, even though one party may no longer be responsible under this decree for an account or debt. It may be in either party's best interest to cancel, close, or freeze any jointly held accounts.

CHILD OR CHILDREN

Select one of the following:

☑ There is no child under age 18 or disabled and dependent on the parties.

☐ The Court has jurisdiction over each child under age 18 or disabled and dependent on the parties. The Court finds that the parties have made adequate and sufficient provision by a Permanent Parenting Plan for the custody and maintenance of each child. It is attached and incorporated as part of this Decree. Child support provisions are found in Section 3 of the Plan.

Enforcement of Child Support Obligations by the State of Tennessee

☐ Neither parent is receiving assistance from the State of Tennessee on behalf of a child. Title IV-D of the Social Security Act does not apply.

☐ A parent is receiving assistance from the State of Tennessee on behalf of a child. Title IV-D of the Social Security Act does apply. A Title IV-D Information Sheet is attached and made a part of this Decree.

Copy Let the ~~original~~ amended complaint for divorce be amended to reflect that the parties have no children together.

Payment of Child Support that is in Arrears

☐ Payment of child support is current.

☐ Child support in the amount of $_____ is in arrears, and judgment is entered for that amount.

CHANGE OF NAME

Select one of the following:

☐ No change of name is made by these proceedings.

☑ The name of Arielle Longoria shall be changed to Arielle Cokes.

FEES AND COSTS

Attorney fees shall be paid by the party who incurred them. Court costs shall be paid by ☑ the husband ☐ the wife ☐ both parties equally.

Enter: June 24, 2015

Judge or Chancellor

Presented by:	Approved by:
Plaintiff's Signature	Defendant's Signature
3460 Daisy TRL Mailing Address	Mailing Address
Antioch, TN 37013 City, State, and Zip	City, State, and Zip
361-877-3059 Telephone No.	Telephone No.
Charlesellongoria@gmail.com Email Address	Email Address

Attachments:

☑ Marital Dissolution Agreement

☐ Permanent Parenting Plan

☐ Order of Wage Assignment

☐ Title IV-D Information

☐ Qualified Domestic Relations Order(s)

☐ Other: _____

A copy of this decree will be mailed on June 24 2015 to Arielle Longoria.

June 24, 2015

Copy

FILED 14D2684

9th Court Davidson County, Tennessee	MARITAL DISSOLUTION AGREEMENT	2014 MAY 26 Case Number 14D2684
Charles Edward Longoria vs. Arielle Elenys Longoria Plaintiff Defendant		

THIS AGREEMENT IS BETWEEN Arielle Longoria [*wife*] whose mailing address is 2629 3/4 Glendale Boulevard, Los Angeles, CA and Charles Longoria [*husband*] whose mailing address is 3460 Daisy TRL, Antioch, TN 37013.

The parties desire to enter into an agreement concerning their rights and obligations arising out of their marriage so that it may be dissolved without a contest. There are irreconcilable differences between them.

Each party is aware that a Complaint for Divorce is either pending in or will be filed in the court and county shown above.

The parties agree by signing this Agreement that they waive service of legal process upon each other. They will submit this Agreement to a court no later than 180 days after the date the last party signs it. They acknowledge that the filing of an Answer to a Complaint for Divorce will not be required.

This Agreement may be included by either party as a part of a Final Decree of Divorce. Each party has read it in its entirety, agrees that it is fair, and has voluntarily signed it. Husband and wife also agree to sign any further documents that may reasonably be necessary to carry out its intent.

CHILD OR CHILDREN

Select one of the following:

☑ There is no child under age 18 or disabled and dependent on the parties.

☐ The Court has jurisdiction over each child under age 18 or disabled and dependent on the parties. The parties have entered into a Permanent Parenting Plan. It is attached and incorporated as part of this Marital Dissolution Agreement.

REAL ESTATE

Select one of the following:

☐ The parties have no real estate that they own individually or jointly.

Copy

☑ The following real estate is owned by one or both of the parties, is located at 3160 Daisy TRL Antioch, TN 37013 [*address*] in Antioch, TN 37013 [*city, state, and zip*]. It is more specifically described in Deed Book _____, Page _____ of the Office of the Register of Deeds in Davidson County, TN [*state*] as follows: [*Attach separate sheet if necessary.*]

_____

Upon entry of the Final Decree, the real estate shall be vested solely in the ☐ wife ☑ husband, and the other spouse will thereby be divested of all right, title and interest in it. They are satisfied that a fair division has been made of it.

PERSONAL PROPERTY AWARDED TO THE HUSBAND

Select one of the following:

☑ The parties have divided the personal property they own individually or jointly. The husband is satisfied that a fair division has been made of it.

C.d. ☑ The husband is awarded as his personal property these assets: [*Add additional pages if needed.*]

Vehicle: _____[*year*]_____[*make*]_____[*model*]_____[*VIN*]

Other: _____

_____

He shall receive the above listed items, if not already in his possession, by _____ [*date*].

PERSONAL PROPERTY AWARDED TO THE WIFE

Select one of the following:

☑ The parties have divided the personal property they own individually or jointly. The wife is satisfied that a fair division has been made of it.

☐ The wife is awarded as her personal property these assets: [*Add additional pages if needed.*]

Vehicle: _____[*year*]_____[*make*]_____[*model*]_____[*VIN*]

Other: _____

_____

She shall receive the above listed items, if not already in her possession, by _____ [*date*].

Copy

DEBTS TO BE PAID BY THE HUSBAND

The husband shall pay the debts set forth set forth below: [*Add additional pages if necessary.*]

_____

_____

He shall also pay all debts incurred by him since the date of separation.

DEBTS TO BE PAID BY THE WIFE

The wife shall pay the debts set forth set forth below: [*Add additional pages if necessary.*]

_____

_____

She shall also pay all debts incurred by her since the date of separation.

HOLD HARMLESS PROVISION

Each party shall hold the other party harmless from any collection action relating to debts set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

ALIMONY

Select one of the following:

☑ Neither spouse shall pay alimony to the other.

☐ Other: _____.

PENSION PLAN OR ACCOUNT

Select one of the following:

☑ Neither spouse has an interest in a pension or other plan or account that is qualified under the Internal Revenue Code.

☐ Each spouse shall retain whatever interest he or she has in a pension or other plan or account that is qualified under the Internal Revenue Code.

☐ Qualified Domestic Relations Order(s) will be submitted to the Court at a later time reflecting the following division of assets: _____% for Husband and _____%.for Wife.

CHANGE OF NAME

The Final Decree of Divorce will contain provisions concerning any change of name.

Copy

OTHER CLAIMS

The parties waive any tort or other claims that they may have against each other. Any prenuptial, postnuptial, separation or other agreement between the parties is superseded entirely by this Agreement.

ATTORNEYS

Each party shall pay the fees and expenses of an attorney employed by him or her. If a party is not represented by an attorney, he or she acknowledges the right to be represented by one prior to the signing of this Agreement and at any time before the Final Decree of Divorce is entered. Each party further acknowledges he or she is not relying on the advice of the other's attorney.

MODIFICATION

Modification of this Agreement may only be made in writing and must be notarized.

SIGNATURE AND VERIFICATION BY WIFE

_____
Wife

STATE OF TENNESSEE
COUNTY OF _____

Sworn to and subscribed before me by the wife this _____ day of _____, 20___.

My commission expires: _____

_____
Notary Public

SIGNATURE AND VERIFICATION BY HUSBAND

_____
Husband

STATE OF TENNESSEE
COUNTY OF Davidson

Sworn to and subscribed before me by the wife this 6th day of May

My commission expires: 1/17/17

Stephanie H. Chatman
Notary Public

STEPHANIE H. CHATMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Copy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of CA

Subscribed and sworn to (or affirmed) before me on this 13th day of May, 2015, by Arielle Elan Longoria,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SOPHIA KIM
COMM. #2069292
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. JUNE 20, 2018

(Seal) Signature

Copy

Jun. 24. 2015 10:12AM FOUNDATION TITLE & ESCROW No. 1731 P. 1/2

THIS INSTRUMENT PREPARED BY: Chapman & Rosenthal Title, Inc. 2002 Richard Jones Road, Suite 203A Nashville, TN 37215 CRT File No. 13070083	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is: $158,400.00. Affiant Subscribed and sworn to before me, this 31st day of July, 2013: Notary Public My Commission Expires:

KAREN L. TRUSTY NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires

FILED
2015 JUN 24 AM 11:13
RICHARD R. ROOKER, CLERK
D.C.

WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Tax Information:
Charles Longoria and Arielle Longoria, and Samuel Longoria 3460 Daisy Trail Antioch TN 37013	New Owner	Tax Parcel ID No. 150-08-0-029.00

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, Scott D. Fiscus, married man ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to Charles Longoria and wife, Arielle Longoria and Samuel Longoria, a married man, ("Grantees"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot 312, SECTION 7B, THE COUNTRY, as shown on plat of record in Plat Book 6250, Page 505 and amended in Book 6891, Page 90, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Scott D. Fiscus by Warranty Deed from David R. Fiscus and wife, Rosemary A. Fiscus, recorded on the 3rd day of November, 2003 in Instrument No. 20031103-0161058, in the Register's Office of Davidson County, Tennessee.

Christina Fernandez-Fiscus, wife of Scott D. Fiscus, joins in this instrument to convey any marital interest she may have in the property.

This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

County of Davidson taxes for the year 2013 and thereafter, not yet due and payable.

Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SECTION 7B, THE COUNTRY, as recorded in Plat Book 6250, Page(s) 505 and amended in Book 6891, Page 90.

Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 5111, Page 606 and Book 6594, Page 639.

BILL GARRETT, Davidson County
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Recvd: 08/07/13 13:18 2 pgs
Fees: 13.00 Taxes: 580.08

20130807-0082885

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This is improved property located at 3460 Daisy Trail Antioch, TN 37013.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantees, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for current taxes, and restrictions and easements of record. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantees, its successors, heirs and assigns against the lawful claims of all persons whatsoever.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 31st day of July, 2013.

Scott D. Fiscus

Christina Fernandez-Fiscus

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, Scott D. Fiscus, and Christina Fernandez-Fiscus, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 31st day of July, 2013.

Notary Public

My Commission Expires:

WILLIAM T. CHAPMAN, IV
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPTEMBER 9, 2014

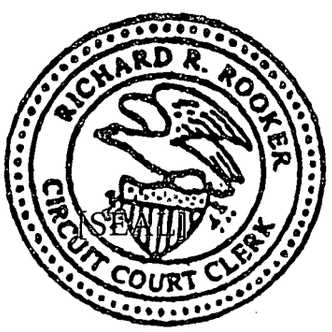
Return to:
Foundation Title and Escrow, LLC.
2672 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122

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 JUNE, 2015, in Docket Number 14D2684 between LONGORIA, CHARLES E., Plaintiff, and LONGORIA, ARIELLE E., 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 05 day of MARCH in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,



By: E. V

Deputy Clerk