

UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE

FILED - LN

October 13, 2023 4:52 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: EOD SCANNED BY: ead 10/13

JEFFREY RYAN FENTON,
Plaintiff

v.

VIRGINIA LEE STORY,
MICHAEL WEIMAR BINKLEY,
KATHRYN LYNN YARBROUGH,
ELAINE BEATY BEELER,
SARA B. MCKINNEY,
MARY ELIZABETH MANEY AUSBROOKS,
ALEXANDER SERGEY KOVAL,
HENRY EDWARD HILDEBRAND III,
CHARLES M. WALKER,
ROY PATRICK MARLIN,
THOMAS E. ANDERSON,
SAMUEL FORREST ANDERSON,
FRANK GOAD CLEMENT JR.,
ANDY DWANE BENNETT,
WILLIAM NEAL MCBRAYER,
JAMES MICHAEL HIVNER,
JOHN BRANDON COKE,
SANDRA JANE LEACH GARRETT,

Individually and in their official capacities,

STORY ABERNATHY CAMPBELL
ASHWORTH MCGILL WALTERS
AN ASSOCIATION OF ATTORNEYS,
ROTHSCHILD & AUSBROOKS PLLC,

BANK OF AMERICA, N.A.,
SPRAGINS, BARNETT, & COBB PLC,
BANCORPSOUTH BANK,
RUBIN LUBLIN TN, PLLC,

STATE OF TENNESSEE,
WILLIAMSON COUNTY TENNESSEE,
TENNESSEE ADMINISTRATIVE OFFICE
OF THE COURTS,
TENNESSEE COURT OF APPEALS
MIDDLE DIVISION,
CHANCERY COURT FOR
WILLIAMSON COUNTY TENNESSEE,

Defendants

1:23-cv-1097
CASE NO. **Jane M. Beckering**
United States District Judge

JURY TRIAL DEMANDED

COMPLAINT FOR TORTIOUS CONDUCT & INJUNCTIVE RELIEF

Pursuant to T.C.A. § 66-27-123; 11 U.S. Code § 341 and § 725; 18 U.S.C. § 1341, § 1344, § 1503, § 1951, § 1952, § 1961, § 1962, § 1964; 28 U.S. Code § 1331 and § 1332; 42 U.S. Code § 1983, § 1985, § 1986, and § 12101 *et seq*; the Constitution of Tennessee; and the U.S. Constitution, Plaintiff brings this complaint as a result of the defendants' tortious and criminal acts committed on many dates, the first of which began after April 25, 2019. "Defendant" will mean both the singular and the plural herein, but the term will be clarified with an associated name whenever necessary.

JURISDICTION AND VENUE

"[T]he traditional justification for diversity jurisdiction is to minimize potential bias against out-of-state parties." *Firststar Bank, N.A. v. Faul*, 253 F.3d 982, 991 (7th Cir. 2001) (citing *Guar. Trust Co. of N.Y. v. York*, 326 U.S. 99, 111 (1945); *Bagdon v. Bridgestone/Firestone, Inc.*, 916 F.2d 379, 382 (7th Cir.1990)). Diversity jurisdiction is meant to "open[] the federal courts' doors to those who might otherwise suffer from local prejudice against out-of-state parties." *Hertz Corp. v. Friend*, 130 S. Ct. 1181 (2010) (citations omitted) (reversing district court's finding that jurisdiction was lacking). The facts and evidence clearly show that Plaintiff has suffered prejudice on many occasions in the Tennessee Chancery Court—and in the United States Bankruptcy Court Middle District of Tennessee.

The district court has subject matter jurisdiction pursuant to 28 U.S. Code § 1332 since litigants are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, and pursuant to 18 U.S. Code § 1964 because count 6 involves RICO, and pursuant to 28 U.S. Code § 1331 because counts 7 through 11 involve other federal laws/constitutional issues. Litigants in this matter are residents of at least two different states.

The Parties—Plaintiff

- **Jeffrey Ryan Fenton** is a U.S. citizen residing and domiciled in Genesee County, Michigan, with an address of 17195 Silver Parkway #150, Fenton, MI, 48430-3426.

The Parties—Defendants

- **Virginia Lee Story** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm

Lane, South Dartmouth, MA.

- **Michael Weimar Binkley** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm Lane, South Dartmouth, MA.
- **Kathryn Lynn Yarbrough** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm Lane, South Dartmouth, MA.
- **Elaine Beaty Beeler** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm Lane, South Dartmouth, MA.
- **Sara B. McKinney,**
- **Mary Elizabeth Maney Ausbrooks** is believed to be a U.S. citizen residing and domiciled at 120 Meadows Road, White House, TN.
- **Alexander Sergey Koval** is believed to be a U.S. citizen residing and domiciled at 281 Paragon Mills Road, Nashville, TN.
- **Henry Edward Hildebrand III** is believed to be a U.S. citizen residing and domiciled in Tennessee, with an address of P.O. Box 340019, Nashville, TN 37203-0019.
- **Roy Patrick Marlin** is believed to be a U.S. citizen residing and domiciled at 6586 Eudailey-Covington Road, College Grove, TN.
- **Charles M. Walker** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **Thomas E. Anderson** is believed to be a U.S. citizen residing and domiciled at 105 Long Valley Road, Brentwood, TN.
- **Samuel Forrest Anderson** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **Frank Goad Clement Jr.** is believed to be a U.S. citizen residing and domiciled at 220 Wilsonia Avenue, Nashville, TN.
- **Andy Dwane Bennett** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **William Neal McBrayer** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **James Michael Hivner** is believed to be a U.S. citizen residing and domiciled at 8019 Sara Jane Lane, Bartlett, TN.
- **John Brandon Coke** is believed to be a U.S. citizen residing and domiciled at 4324 Barnes Cove Drive, Nashville, TN.
- **Sandra Jane Leach Garrett** is believed to be a U.S. citizen residing and domiciled at 2021 Hunterwood Drive, Brentwood, TN.
- **Story Abernathy Campbell Ashworth McGill Walters An Association of Attorneys** is a law firm located at 136 4th Ave S, Franklin, TN (hereinafter "SACAMW").
- **Rothschild & Ausbrooks, PLLC** is a law firm located at 1222 16th Avenue South, Suite 12, Nashville, TN (hereinafter "R&A").
- **Bank Of America, N.A.** is a financial institution located at 4909 Savarese Circle, Tampa FL 33634 (hereinafter "BOA").
- **Spragins, Bartnett, & Cobb, PLCNS** is a law firm located at 312 E Lafayette, Jackson, TN 38301 (hereinafter "SBC").
- **BancorpSouth Bank** is a financial institution located at 914 Murfreesboro Road, Franklin TN 37067 (hereinafter "BCSB").
- **Rubin Lublin TN, PLLC** is a law firm located at 119 S. Main Street, Suite 500, Memphis, TN 38103 (hereinafter "RLTN").
- **State of Tennessee** is a government entity with an office located at 425 5th Ave N Nashville, TN (hereinafter "the State").
- **Williamson County Tennessee** is a government entity with an office located at 1320 West Main Street, Franklin, TN 37064 (hereinafter "the County").
- **Tennessee Administrative Office of the Courts** is a government entity with an office located at 511 Union Street, Suite 600, Nashville, TN (hereinafter "Admin Office").
- **Tennessee Court of Appeals Middle Division** is a government entity with an office located at 401 7th Avenue North, Nashville, TN (hereinafter "Appellate Court").

- **Chancery Court For Williamson County Tennessee** is a government entity with an office located at 135 4th Ave S #236, Franklin, TN (hereinafter “Chancery Court”).

Venue is governed generally by 28 U.S. Code § 1391(b). Subsection (1) applies because the defendants are alleged to be residents of the same state.

INTRODUCTION

1. The incredible saga that is the genesis to this complaint began when Plaintiff was deprived of constitutional rights, victimized by violations of civil and criminal law, and suffered great financial and emotional distress—all as a result of the defendants’ actions, which at times were criminal. This complaint will prove with undeniable facts and evidence that the outcomes in Plaintiff’s legal battles in the Tennessee state and federal court systems were predetermined, and thus were some of the several instances of deprivation of his Constitutional right to due process. Violations of his rights to free speech and equal protection and his Ninth Amendment right not be exploited because of his mental disabilities and to be humanely treated are also the foundation of this complaint. Rules of procedure were not followed. Judicial canons were broken. Rules of professional conduct were ignored. Crimes were committed. The U.S. Constitution was trampled.

2. This is an action for tortious conduct with the following causes:

- VIOLATION OF T.C.A. § 66-27-123, NOTICE TO TENANT OF INTENT TO CONVERT RENTAL UNITS TO UNITS FOR SALE
- ABUSE OF PROCESS
- INTENTIONAL/NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
- ACTUAL FRAUD/CONCEALMENT
- CIVIL CONSPIRACY
- VIOLATION OF 18 U.S. CODE § 1962(c), RICO
- VIOLATION OF 11 U.S. CODE § 341, MEETINGS OF CREDITORS AND EQUITY SECURITY HOLDERS
- LIABILITY PURSUANT TO 42 U.S.C. § 1983, § 1985, AND § 1986
- VIOLATION OF CONSTITUTIONAL RIGHTS
- VIOLATION OF AMERICANS WITH DISABILITIES ACT, 42 U.S.C. § 12101 *ET SEQ.*

This is a *pro se* complaint entitled to a liberal reading and less stringent standards since it was prepared without assistance of counsel. See *Haines v. Kerner, et al.*, 404 U.S. 519, 92 S. Ct. 594 (1972).

Plaintiff is a qualified ADA party and requests any accommodations which the court can provide, to help him fully participate in, benefit from, and receive justice through the Federal Judiciary. His most significant challenges, on top of extreme poverty caused by the defendants, involve being very slow, meticulous, and repetitious in research and writing, difficulty articulating succinctly, with an inability to effectively multi-task critical or significant tasks, projects, and/or defend against multiple concurrent actions. Plaintiff suffers from the following cognitive disabilities: Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F4L1), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2).

Letters regarding his disabilities are included in Appendix-5.

COUNT ONE: VIOLATION OF T.C.A. § 66-27-123, NOTICE TO TENANT OF INTENT TO CONVERT RENTAL UNITS TO UNITS FOR SALE

3. This count is against defendants Story, Binkley, and the Chancery Court (the “Count 1 Defendants”).

4. During a hearing on August 1, 2019, in the Chancery Court, the Count 1 Defendants collaborated to issue an order removing the Plaintiff’s tenants at the home located at 1986 Sunny Side Drive, Brentwood, TN (hereinafter the “home” or “marital home”).

5. Irrespective of the legitimacy of anything else related to the home, state law T.C.A. § 66-27-123 requires that tenants living at any property being sold be given a “two (2) months’ actual notice” and may “continue renting such unit at the same rental rate until the expiration of the two-month notice period.....”

6. The order created and issued by the Count 1 Defendants on August 1, 2019, to remove the tenants after a maximum of just 29 days’ notice and well before the time period required by law thus contravened T.C.A. § 66-27-123.

7. As a direct and proximate result of the order created by the Count 1 Defendants contravening prevailing state law, Plaintiff was deprived of a minimum of \$1,445.16 in rental income for one month and one day of lost rent.

8. The Count 1 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of \$1,445.16.

COUNT TWO: VIOLATION OF T.C.A. § 39-16-507(A)3 COERCION OR PERSUASION OF WITNESS

9. This count is against defendants Story, Binkley, Beeler, the County, and the Chancery Court (the "Count 2 Defendants").

10. Defendants orchestrated a scheme by which Plaintiff's wife had secretly filed for bankruptcy without notice, and now the Chancery Court had ordered the forced auction of his home, while in fact the State Court was specifically forbidden from exercising jurisdiction over the property, because the bankruptcy was filed 39 days prior to the divorce being filed, and 97-days before Plaintiff's first hearing before defendant Binkley.

11. The home was listed as part of his wife's "Bankruptcy Estate", hence both the Plaintiff and his Tenants were due Notice and a Hearing in Federal Court, per the Federal Rules of Bankruptcy Procedure and subsequent Federal Bankruptcy Laws. Had this been done legally, it would have ultimately led to the Federal Court requiring the Bankruptcy Trustee to remove the wife as the "Debtor in Possession" (because she was not "in possession") and removing the marital residence from the wife's secret "Bankruptcy Estate", as a "Burdensome Asset".

12. The interests of both the Plaintiff and the Plaintiff's Tenants outweighed any potential benefit to the bankruptcy estate. (The home auctioned only for the amount of the mortgages, plus auctioning and closing costs.) Especially since the Plaintiff was able and willing to bring the mortgages current and keep them current, with the help of his family, but defendant Story refused, saying that it was "too far along in the bankruptcy." This was a violation of due process, as well as federal bankruptcy laws, and ultimately both State and Federal constitutions.

13. Plaintiff was never notified that the mortgages had entered default, nor that the wife had filed for bankruptcy. Defendant Story also synchronized events to abruptly terminate all spousal support previously paid to Plaintiff, immediately upon service. While defendants Ausbrooks and Story concealed the wife's voluntary role as their family's primary breadwinner from 2011-2019, along with the fact that she had paid spousal support and promised to pay substantial alimony after the divorce. This fact was withheld from both courts, while the counsel colluded in bad-faith and falsified her bankruptcy filing.

14. Plaintiff was forced to release his counsel and proceed "pro se", after exhausting \$9,500 to primarily defend against malicious predatory claims, while the actual divorce itself had yet to be spoken of, and actually was never allowed to be heard.

15. An alleged violation of the "Exparte' Order of Protection", related to an emotional post Plaintiff made on Facebook (which he quickly deleted after being notified by his mother, it could be misinterpreted), was leveraged by the Count 2 Defendants to rush Plaintiff back into Chancery Court.

16. In court, defendant Story stated, "Your Honor, the motion that we are here on today is a motion for violation of the order of the court that was August 14th of '19... I am not here today to argue about that motion necessarily. The more pressing matter... was the deadlines for getting this house sold."

17. Defendant Story continued, "What is obvious, Your Honor, is you're going to have to set a date for him to be out... he's got to be out for them to get this place ready to go... I have seen correspondence where he said September 1st." (Defendant Story actually proposed September 1st in an email with Plaintiff's prior counsel, Plaintiff never mentioned or agreed to such.) "Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him... Off the property. And I don't think he needs to take any property."

18. During the hearing on August 29, 2019, in the Chancery Court, the Count 2 Defendants collaborated to issue an order wrongfully evicting the Plaintiff from his home, with only a five-day notice, while depriving him of taking his personal property. Defendant Story fraudulently claimed, "if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be

in violation of the restraining order.” (Transcript page 6, lines 20-23).

19. This was clearly false, as defendant Story knew, since the Plaintiff had emailed her the night prior to correct those false claims (which she had voiced to his prior counsel), in hopes of preventing more defamatory “fraud upon the court, by officers of the court”.

20. In fact, defendant Story’s Complaint for Divorce filed in Chancery Court docket #48419B, on June 4, 2019, stated in section IV. **“Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.”** (Transcript of Evidence, Page 2, Section 4).

21. Every nagging attempt that defendant Story made to convert Plaintiff’s personal property back into marital property (while wife’s personal property was already removed and separate), was purely fraud.

22. Furthermore, defendant Story had twice provided lists to Plaintiff’s prior counsel, once in an email dated 8/2/2019 and a second time in a letter on 8/23/2019 (after the scheduled walk through, ordered by the court), containing the personal property which her client wanted, that still remained at the marital residence.

23. There was only one item of contention, which was a three-year-old television which was marital property and cost \$1,000 when it was purchased new. While nothing was sold within the statutory injunction, since the divorce had been filed, as Plaintiff had already informed defendant Story, yet she had no interest in the truth. This was a flagrant violation of defendant Story’s oath of office, fraud upon the court, obstruction of justice, financial exploitation of vulnerable person (Tenn. Code § 39-15-502), destruction of and tampering with governmental records (Tenn. Code § 39-16-504), and coercion or persuasion of witness (Tenn. Code § 39-16-507).

24. Defendant Story used this lie with the assistance of defendant Binkley to forcefully take the Plaintiff’s home and subsequently discard him broke, destitute, and homeless, knowing that this would force his geographic displacement nearly 600 miles away, in the State of Michigan, to seek shelter and provision from his elderly mother.

25. Defendant Story's claims were a direct departure from the dialog during the 8/1/2019 hearing, along with the subsequent court order. Prior to needing to release his counsel (due to financial constraints), Plaintiff was allowed to remain in the marital residence until the auction provided both replacement housing along with the money necessary to move.

26. In fact, the "Ex Parte Order Of Protection Extended Pending Final Hearing And Order Granting Motion To Sell Marital Residence" from the 8/1/2019 hearing, filed for entry on 8/14/2019, clearly states the following (Chancery Court #48419B, Technical Record, Pages 110-112): "The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1,2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. **Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property.** The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction."

27. Therefore, every party from the Appellate Court to the Admin Office should have easily discerned the foul-play by the Count Two Defendants, since Plaintiff expressly advised them of such and as evidenced in his claims, motions, and requests for help, made to them. Plaintiff provided both Transcripts of Evidence along with the subsequent Court Orders, while clearly articulating the discrepancies. Yet despite Plaintiff's damages and the fact that Plaintiff would remain destroyed for many years to come (due to the fraudulent six-year, out of jurisdiction, bad-faith, DEFAULT "Order of Protection"), no court, judge, department, or party chose to intervene and mitigate Plaintiff's damages, or the cost of the entire suit for the State and all parties herein. They likewise refused their supervisory duties over lower court judges per the judicial canons, violated their oaths of office, and failed to correct or report both judicial and attorney misconduct, which is the responsibility of every B.A.R. member.

28. During the 8/29/2019 hearing, Plaintiff asked, “just as a question, were we saying that I disobeyed the Court order?” To which defendant Binkley answered, “No, no, we don't have anything like that really in front of us...” (Transcript page 11, lines 2-6)

29. Once Plaintiff was forced to represent himself “pro se”, everything changed, while defendants Story and Binkley took turns “tag-teaming” him.

30. Plaintiff asked what he had “done wrong to receive that kind of treatment”? Informing the court that his “wife had two months to move out”. (Transcript page 17, lines 4-6).

31. Defendant Binkley responded, “Sir, we have already talked about all that. We had a previous hearing. We have a previous Court Order. You're representing yourself. You're assuming to know everything we've already talked about. I'm not going to go over it with you and spend four hours –” (Transcript page 17, lines 7-12).

32. The Plaintiff reminded defendant Binkley, “On the last Court Order you said that I could take my stuff with me after the ten-day walkthrough. That's what your last Court Order said, and I would like to be able to do that.” (Transcript page 18, lines 18-21).

33. Defendant Binkley demanded, “...Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it.” (Transcript page 19, lines 2-5).

34. Plaintiff asked, “My bed or my furniture?” (Transcript page 19, line 6).

35. Defendant Binkley demanded, “No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing.” (Transcript page 19, lines 2-5).

36. Again, the Plaintiff plead with the court, “That's not what you said in the last order.” (Transcript page 19, lines 10-11).

37. Defendant Binkley proceeded to chastise Plaintiff, “Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the -- just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this. Now, you're choosing to represent yourself. There's not a thing that I can do about that.” (Transcript page 19, lines 12-21).

38. In fact, Plaintiff was paying attention to what had happened, and Plaintiff was correct, that the Count Two Defendants were committing “Fraud On the Court, by Members of the Court.”

39. Upon receipt of the Court Order, the Plaintiff saw significant discrepancies in the written order from what had taken place in the Chancery Court the day prior.

40. Giving the Count Two Defendants the benefit of the doubt, that possibly it could have been an honest error, Plaintiff tried emphatically to contact the Chancery Court, defendants Binkley and Story, in an emergency effort to reconcile the discrepancies, before further damage was done, but was ignored and denied.

41. This was executed with just a five-day notice, over a holiday weekend. Executed and enforced by four sheriff’s deputies from the County. The deputy sheriffs were actually leveraged by the Count Two Defendants to execute and then enforce multiple criminal felonies against Plaintiff, on behalf of the Count Two Defendants. This was unconscionable, and the refusal by the Courts and the State to help cure this atrocity is beyond words.

42. This was also a violation of at least the following Rules of Professional Conduct: Tenn. R. Sup. Ct. 3.4(e)(1) Fairness to Opposing Party and Counsel — allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial, Tenn. R. Sup. Ct. 3.5(e) Impartiality and Decorum of The Tribunal — engage in conduct intended to disrupt a tribunal.

43. Tenn. R. Sup. Ct. 8.4 MISCONDUCT (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another; (b) commit a criminal act that reflects adversely on the lawyer’s honesty, trustworthiness, or fitness as a lawyer in other respects; (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; (d) engage in conduct that is prejudicial to the administration of justice; (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.

44. The order created and issued by the Count 2 Defendants on August 29, 2019, to wrongfully evict the Plaintiff, leaving him no shelter or provision within the State of Tennessee, with just five-days-notice, knowing that he would be forced to relocate to Michigan (far beyond the jurisdiction of the Chancery Court, the County, and the State), was not only without question bias and discriminatory, but also a clear criminal felony, “by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness: to be absent from an official proceeding to which the witness has been legally summoned.” This was felony criminal conspiracy and “coercion or persuasion of witness” Tenn. Code § 39-16-507(a)(3).

45. If not prior, once the Count Two defendants committed this crime against Plaintiff, they were both automatically disqualified, and the Chancery Court was stripped of all lawful authority and jurisdiction to hear or decide any related manner in docket #48419B after 8/29/2019.

46. The U.S. Supreme Court stated that “when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States.” *Scheuer v. Rhodes*, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974).

47. In 1994, the U.S. Supreme Court held that “Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified.” *Liteky v. U.S.*, 114 S.Ct. 1147, 1162 (1994).

48. “Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances.” *Taylor v. O'Grady*, 888 F.2d 1189 (7th Cir. 1989).

49. The Supreme Court has ruled and has reaffirmed the principle that “justice must satisfy the appearance of justice”. *Levine v. United States*, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing *Offutt v.*

United States, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954).

50. “Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution.” *United States v. Sciuto*, 521 F.2d 842, 845 (7th Cir. 1996).

51. “Acts in excess of judicial authority constitutes misconduct, particularly where a judge deliberately disregards the requirements of fairness and due process.” *Gonzalez v. Commission on Judicial Performance*, (1983) 33 Cal. 3d 359, 371, 374; **Cannon v. Commission on Judicial Qualifications*, (1975) 14 Cal. 3d 678, 694.

52. “No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued; **and an attempt to enforce it beyond these boundaries is nothing less than lawless violence.**” *Ableman v. Booth*, 21 Howard 506 (1859).

53. “The innocent individual who is harmed by an abuse of governmental authority is assured that he will be compensated for his injury.” *Owen v. City of Independence*

54. Irrespective of the legitimacy of anything else related to the home, state law T.C.A. § 66-27-123 requires that tenants living at any property being sold be given a “two (2) months’ actual notice” and may “continue renting such unit at the same rental rate until the expiration of the two-month notice period....”

55. As a direct and proximate result of the order created by the Count 2 Defendants contravening prevailing state law, Plaintiff was deprived of an enormous amount of financial damages, compounded by years of completely unnecessary pain and suffering.

56. The Count 2 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of \$1,445.16.

COUNT TWO: ABUSE OF PROCESS

57. This count is against defendants Story, Yarbrough, and Binkley (the “Count 2 Defendants”).

58. Assuming that defendants Story and Yarbrough were representing Plaintiff’s now ex-wife in the Chancery Court, which they did, such legal proceeding would then have been done in “proper form.”

However, the Count 2 Defendants have violated the plaintiff's constitutional rights, rules of procedure, various state and federal laws, and various elements of common law and have used the proceedings for an "ulterior or wrongful purpose"—to attach and/or seize real property owned by Plaintiff as tenancy by the entirety.¹ Moreover, the Count 2 Defendants have acted with malice and disregard of the law and left Plaintiff destitute and homeless.

59. The Count 2 Defendants have also abused the legal process by issuing—more than once—fraudulent orders of protection against Plaintiff without him being given any opportunity whatsoever to defend any related allegations. Defendants Yarbrough and Story falsely accuse Plaintiff of "domestic abuse" in their motion filed on July 17, 2019, in the Chancery Court. Prior to this date, Plaintiff had never been accused of domestic abuse nor been arrested nor been accused of committing a crime. Plaintiff was even licensed to own firearms. The Count 2 Defendants have falsely damaged Plaintiff's reputation and left a black eye on his record that *severely* impacts his freedom and enjoyment of both his natural and constitutional rights, along with his ability to obtain employment.

60. As a direct and proximate result of abuse of process by the Count 2 Defendants, Plaintiff has been injured in his business/employment in the amount of \$1,400 monthly beginning September 2019 and in his equity in the home, some of which contained the complete investment of his retirement account (\$). Despite the lie from Defendant Binkley that Plaintiff "share in some of the proceeds" of the sale of the home, Plaintiff has not yet received a penny from it or his personal belongings, which were valued in the thousands of dollars.

61. The Count 2 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling \$623,200, the calculations of which are as follows: \$916,000 (current value of the home) plus \$67,200 (rental income lost to date) minus \$300,000 (outstanding mortgages on the property) minus \$60,000 (funds due to ex-wife). Because of the egregiousness of the offenses and as supported by settled law from the U.S. Supreme Court, Plaintiff seeks punitive damages

¹ See Table 1 and Appendix 1 for a listing of the innumerable wrongdoings

in the amount of \$150,000 against the Count 2 Defendants.²

COUNT THREE: INTENTIONAL/NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

62. This count is against all defendants.

63. The conduct of defendants Story and Binkley has been beyond outrageous since the true beginning of this legal nightmare—from violating ethical standards, rules of procedure, and civil laws to committing various crimes against Plaintiff. See Table 1 and Appendices 1 and 3.

64. Plaintiff had advised defendants and others at one time or another that the original offenders in the Chancery Court and in the bankruptcy court had violated rules of professional conduct, rules of civil procedure, due process, and civil and criminal law, yet none of them lifted a toxic finger to do anything corrective.

65. Thus far, Plaintiff has had to spend more than 10,000 painstaking hours on matters related to litigation underlying this matter because of the defendants' actions. The defendants have intentionally inflicted—if not at least negligently inflicted—emotional and financial distress upon Plaintiff as a result of their tortious acts during the creation of the fraudulent order to sell the home and the fraudulent order of protection against him, and he has suffered a great deal.

66. Plaintiff is an individual with various mental disabilities including ADHD and OCPD. See Appendix 2. The date emotional distress was first inflicted began on or about June 16, 2019, but the infliction of emotional distress continues to present day since Plaintiff remains virtually unemployable due to his need to obtain a work-from-home job because of his mother's high risk of contracting infectious disease. She has an IgA antibody deficiency and is homebound. See Affidavit 1. Defendants Story and Binkley have thus forced Plaintiff into a Catch-22. He cannot secure employment in an environment with a large public presence because doing so would endanger the wellbeing of his mother, but must do so in order to secure and afford living accommodations outside his mother's home. However, he cannot do so with the fraudulent order of protection on his record. Moreover he is not psychologically free to move forward with false and damaging claims on his record, wounding his

² *Heck v. Humphrey*, 512 U.S. 477 (1994)

reputation and diminishing his constitutional rights, wrongfully depriving his right to the free pursuit of happiness, due every person.

67. Plaintiff has been under constant oppression by the defendants and various others, and although several agencies and court personnel have been contacted, nothing remedial has been done, which has further increased stress levels. Additionally, Plaintiff has been under tremendous emotional and financial distress due to the loss of the overwhelming majority of his income because of the defendants' actions, which are in violation of law as shown in other counts herein.

68. The defendants acted with malice or reckless indifference and committed extreme and outrageous acts, such as fraud to the highest degree. Specifically, they:

- lied repeatedly on and off the record (See Appendix 3)
- violated rules of procedure, judicial canons, rules of professional conduct, civil and criminal law, and/or the Constitution (See Appendix 1 and Count Ten)
- knew Plaintiff would be driven well into extreme poverty and be forced to be put on SNAP/food stamps and state medical assistance because of their actions, and/or
- failed to intercede, report bad actors for wrongdoing, and/or perform their duties to assist litigants with disabilities

69. Yet defendants proceeded with wrongly seizing and selling the home anyway, or allowed it to happen, or did nothing remedial afterward. Those defendants versed in law who did the most appalling acts—Story and Binkley—must have known they were violating several laws, but even if they were ignorant of existing relevant law, they were made aware of their transgressions via the filings Plaintiff submitted into the record, one of which he submitted on August 29, 2019.

70. Defendant Anderson instilled fear into Plaintiff and Plaintiff's mother when he pounded on the door of the home. Plaintiff's mother said she "felt threatened and terrified by the auctioneer when he banged on the door prior to the auction." See Affidavits 1 and 2.

71. Regarding rescheduling of the matters supposed to be heard on August 29, 2019, to a hearing on October 21, 2019—which is after Plaintiff was forced to move out of state 573 miles away by the

defendants—defendants Story and Binkley had originally conceded Plaintiff’s attendance at the hearing by phone since this was the only feasible way for him to attend as a *pro se* litigant because he could no longer afford representation. Thereafter, Plaintiff was denied his constitutional right to defend himself and his property at the hearing because defendants Story and Binkley rescinded Plaintiff’s means of attending by phone, which is a clear violation of due process. They effectively created the situation that required participation by phone and then blocked it afterwards. Such action shows a total disregard of Plaintiff’s right to due process and inflicted emotional distress upon him.

72. Defendant Beeler did not assist Plaintiff when he asked her to point him to certain court forms. She told Plaintiff that the forms he requested did not exist. Plaintiff later found the forms for which he was looking on the court’s website. She also failed to provide him reasonable ADA accommodations for him to defend his case. In doing so, Defendant Beeler also inflicted emotional distress upon Plaintiff.

73. Defendant Clement—and by extension the State and Appellate Court—with whom Plaintiff spoke via phone, initially sympathized with Plaintiff, but then immediately shut him down when he mentioned the corruption and crimes that had taken place.

74. Defendant Ausbrooks falsified Plaintiff’s ex-wife’s Chapter 13 schedules. Schedule H failed to list Plaintiff as a codebtor on the mortgages for the home, failed to list real estate taxes for the home, failed to list Plaintiff’s past or future support, under the domestic support obligations, and failed to respond truthfully to the question “Do you expect an increase or decrease within the year after you file this form?” The answer “No” was given, but Ausbrooks knew beforehand that the proprietor for the ex-wife’s business had planned to retire and close the business within a few months after the date of filing the Chapter 13. Through Defendant Ausbrooks’s actions, she has caused Plaintiff significant financial and emotional distress.

75. Defendant Chancery Court was complicit in issuing the fraudulent orders, depriving Plaintiff of his right to free speech, due process, equal protection, and Ninth Amendment guarantees. Plaintiff relied on the court to make him whole, not essentially kick him to the curb after beating and robbing him.

Because of these actions, Defendant Chancery Court has inflicted financial and emotional distress upon Plaintiff.

76. Defendants Binkley, Story, Ausbrooks, and Chancery Court failed to use proper care at many points in time since 2019 and were reckless with regard to giving notice, maintaining docket fidelity, issuing orders, “selling” the home, following law, and whatnot. Discovery may reveal additional evidence that proves more of the defendants’ actions were done intentionally to inflict emotional distress upon Plaintiff. As a result of the defendants’ conduct, Plaintiff has suffered severe emotional and financial distress.

77. The symptoms caused by Plaintiff’s mental disabilities have worsened since the onslaught of litigation at the hands of defendants’ deliberate and wrongful behavior. Plaintiff has been afflicted with “Legal Abuse Syndrome” also known as Post-Traumatic Stress Disorder (PTSD).

78. As a direct and proximate result of the defendants’ actions described in this count and throughout this complaint, Plaintiff has been negatively impacted with regard to standard of living, financial reserve, emotional distress, time expenditure, and mental/physical well-being.

79. Defendants Story, Ausbrooks, and Anderson severally and jointly are thus liable to Plaintiff for compensatory damages in an amount to be determined at trial. Because of the deliberate and outrageous conduct of defendant Story, Plaintiff also seeks punitive damages in the amount of \$50,000 against her. The remaining defendants are also liable to Plaintiff who seeks declaratory and/or injunctive relief against them.

COUNT FOUR: ACTUAL FRAUD/CONCEALMENT

80. This count is against defendants Story, Yarbrough, Ausbrooks, and Binkley (the “Count 4 Defendants”).

81. In order to attempt to make F.R.B.P. 7001 apply with Mrs. Fenton as the “debtor in possession,” Story states during the hearing August 1, 2019, “[Mrs. Fenton] is the owner of the property,” and neglects to mention that Plaintiff is too (emphasis added). She didn’t say *an* owner, but *the* owner. The definite article she used, *the*, means there can be only *one* owner. She should have used the

indefinite article *an*, which would have been correct because both parties owned the home as tenancy by the entirety. Defendant Binkley replied: “Is she the only titled owner?” He therefore knew that Story was attempting to fraudulently deny Mr. Fenton’s ownership in the home when Story tersely replied “Both of them” in an attempt to mitigate the fact of Mr. Fenton’s ownership interest so that the home could be sold relatively easily and against Plaintiff’s wishes. Binkley therefore was well aware of what the game plan was.

82. F.R.B.P. 7001 states in part “A person with an interest in property in the possession of the trustee or debtor in possession may seek to recover or reclaim that property under §554(b) or §725 of the Code.” And from 11 U.S. Code § 725: “the trustee, after notice and a hearing, shall dispose of any property in which an entity other than the estate has an interest” (emphasis added). Plaintiff was never given official notice about the bankruptcy and thus did not file an adversary proceeding in the requisite timeframe to retain the home. Moreover, defendant Story stated to Plaintiff on his first day in Chancery Court, August 1, 2019 that it was “already too far along in the bankruptcy process” to save the home. See Affidavit 2. However, even if such a statement were true according to any rule, law, or common sense, it may not have been “too far along” if Plaintiff had rightfully been given notice of the bankruptcy and had been able to attend any meetings of creditors and equity security holders pursuant to 11 U.S. Code § 341.

83. Also on August 1, 2019, Defendant Story declares, “Well, we didn’t sign a lease. We never authorized any renters to be in that house.” However, this contradicts what Plaintiff was told in an email by Mrs. Fenton that he “should get renters to generate income.” Story also said, “I feel sure we have an escape clause because my client didn’t sign the lease.” But the lease had a severability clause in it, and her mistaken belief that all owners of a property must sign one proves her “reasoning” wrong.

84. Also on August 1, 2019, Defendant Story exclaimed, “[H]e hacked the emails so he lost that job.” This statement is utterly false and is further fraud upon the court. Plaintiff resigned from his job. See Exhibit “A”.

85. As a direct and proximate result of the Count 4 Defendants committing fraud, Plaintiff has been injured in his business/employment in the amount of \$1,400 monthly beginning September 2019,

has lost his portion of the equity in the home, and has a wrongful order of protection against him.

86. The Count 4 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling \$623,200, the calculations of which are as follows: \$916,000 (current value of the home) plus \$67,200 (rental income lost to date) minus \$300,000 (outstanding mortgages on the property) minus \$60,000 (funds due to ex-wife).

COUNT FIVE: CIVIL CONSPIRACY

87. This count is against defendants Story, Binkley, Ausbrooks, Yarbrough, Anderson, Marlin, Clement, the State, the Appellate Court, and the Chancery Court (the “Count 5 Defendants”).

88. Plaintiff had repeatedly told defendants that he was being discriminated against not just because of his intellectual disabilities, but also because local rule 11.01 prevented him from objecting to the lie-riddled fraudulent orders written by Story. Rather than address his complaint and remedy the damages it caused him, the Chancery Court, the State, and/or the Appellate Court conspired to modify and did modify the rule so that *pro se* parties can no longer object to it. See exhibit “B.”

89. Plaintiff repeatedly asked multiple sources for a final HUD-1 after the “sale” of the home, but never got one. This is additional proof that there was a conspiracy to conceal the amount of the outstanding mortgages on the home and that—like the WWE—the offering price by the “winning” bidder was predetermined. The fact that the home “sold” for an off-color dollar amount of \$324,360 is highly, **highly** suspect. It is equally suspect that the closing company was owned by Samuel Anderson and the clerk for register of deeds Sherry Anderson. Recall that the auctioneer was Thomas Anderson, and Plaintiff asserts that there were back door dealings to acquire the home, auction it to a person who had inside information regarding the mortgages due, and then hide the evidence by refusing to provide Plaintiff with the HUD-1.

90. Plaintiff was residing at and owned the marital home during the divorce and bankruptcy litigation. The Count 5 Defendants knew this and worked methodically and deliberately to remove Plaintiff from the home and sell it right out from under Plaintiff. As such, the Count 5 Defendants have not only conspired to deprive Plaintiff of his real property, which had fully vested in it his retirement

account, but they also interfered with the business relationship of Plaintiff and tenants thereby stopping his rental income from them. The Count 5 Defendants have thus caused serious economic harm to Plaintiff.

91. The Count 5 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling \$623,200, the calculations of which are as follows: \$916,000 (current value of the home) plus \$67,200 (rental income lost to date) minus \$300,000 (outstanding mortgages on the property) minus \$60,000 (funds due to ex-wife).

COUNT SIX: VIOLATION OF 18 U.S. CODE § 1962(C), RICO

92. This count is against defendants Story, Binkley, Ausbrooks, Yarbrough, Anderson, Marlin, and the Chancery Court (the “Count 6 Defendants”).

93. The Chancery Court is an enterprise engaged in and whose activities affect interstate commerce. The Count 6 Defendants are associated with the enterprise.

94. The Count 6 Defendants agreed to and did conduct and participate in the affairs of the enterprise through a pattern of racketeering activity and for the unlawful purpose of intentionally defrauding Plaintiff. Specifically, they are responsible for the following racketeering activities:

- 18 U.S. Code § 1341 (when they used the U.S. mail to conduct their fraudulent activity, with one known parcel dated October 21, 2019, and another dated March 25, 2021, being sent by defendant Chancery Court to Plaintiff, thereby constituting a pattern of racketeering activity by itself)
- 18 U.S. Code § 1503 (when defendants Story and Binkley corruptly obstructed, influenced, and/or impeded the divorce in Chancery Court and issued orders of protection against Plaintiff without due process of law)
- 18 U.S. Code § 1951 (when they performed acts that affected commerce via civil theft of rent payments for the home and fraudulently transferred “ownership” of it and/or conspired to do so through the enterprise)
- 18 U.S. Code § 1957 (when they engaged in or enabled monetary transactions related to the home, which was derived from unlawful activity, including altering the auction listing after Plaintiff signed it, coercing Plaintiff to sign it, and falsifying other records)
- fraud connected with a case under title 11 (when Plaintiff was never given official notice of the filing, the Chancery Court assumed jurisdiction of the bankruptcy estate, and filed schedules/documents contained fraudulent entries)

See Appendix 4 for some RICO evidence. All mailings contain fraud, violations of due process,

and criminal elements. The FINAL DECREE OF DIVORCE is especially rife with fraud. Adding insult to injury is the statement “each party shall be awarded any.....retirement accounts in their respective names,” which is moot since Plaintiff invested his retirement into the home.....and did not receive a penny from it. Another instance is: “Husband.....agrees to remove Wife’s name.....” How can Plaintiff “agree” to something in which he was excluded from participating? Recall that he was blocked from attending hearings after August 29, 2019. Fraud and several other travesties of jurisprudence are evident in the “decree.”

95. Pursuant to and in furtherance of their fraudulent scheme, the Count 6 Defendants committed multiple related acts of racketeering as shown in paragraph 43.

96. The acts set forth in this count constitute a pattern of racketeering activity pursuant to 18 U.S. Code § 1961(5).

97. The Count 6 Defendants have directly and indirectly conducted and participated in the enterprise’s affairs through the pattern of racketeering activity described above, in violation of 18 U.S. Code § 1962(c).

98. As a direct and proximate result of the Count 6 Defendants’ racketeering activities and violations of 18 U.S. Code § 1962(c), Plaintiff has been injured in his business/employment in the amount of \$1,400 monthly beginning September 2019 and has lost his portion of the equity in the home, some of which contained the complete investment of his retirement account (\$). Despite the lie from Defendant Binkley that Plaintiff “share in some of the proceeds” of the sale of the home, Plaintiff has not yet received a penny from it or many of his personal belongings, which were valued in the thousands of dollars

99. Defendants Story, Ausbrooks, Yarbrough, Marlin, and Anderson severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling \$623,200, the calculations of which are as follows: \$916,000 (current value of the home) plus \$67,200 (rental income lost to date) minus \$300,000 (outstanding mortgages on the property) minus \$60,000 (funds due to ex-

wife), trebled to \$1,869,600.³ Plaintiff also seeks punitive damages in the amount of \$200,000 against the Count 6 Defendants.

COUNT SEVEN: VIOLATION OF 11 U.S. CODE § 341, MEETINGS OF CREDITORS AND EQUITY SECURITY HOLDERS

100. This count is against defendant Ausbrooks (the “Count 7 Defendant”).

101. The Count 7 Defendant never properly listed Plaintiff on any of the papers filed with the bankruptcy court. As a result, the bankruptcy court did not notify Plaintiff about the bankruptcy. Therefore, Plaintiff did not know about the 341 meetings or the home being in jeopardy of being sold.

102. Regarding 11 U.S. Code § 341, the term “equity security holder” means holder of an equity security of the debtor, of which Plaintiff is since he was an owner of the home via tenancy by the entirety.⁴

103. As a direct and proximate result of the failure by the Count 7 Defendant to list Plaintiff in the bankruptcy paperwork, Plaintiff has been injured in his business/employment in the amount of \$1,400 monthly beginning September 2019 and in his equity in the home, some of which contained the complete investment of his retirement account (\$).

104. The Count 7 Defendant is thus liable to Plaintiff for compensatory damages of equity in the home totaling \$623,200, the calculations of which are as follows: \$916,000 (current value of the home) plus \$67,200 (rental income lost to date) minus \$300,000 (outstanding mortgages on the property) minus \$60,000 (funds due to ex-wife).

COUNT EIGHT: LIABILITY PURSUANT TO 42 U.S.C. § 1981, § 1982, § 1983, § 1985, § 1986, AND § 1988

105. This count is against all defendants. Clement/state/Appellate Court

106. The defendants violated the civil rights of Plaintiff while acting under color of “statute,

³ Courts have ruled that punitive damages are available under RICO. See *Com-Tech Assoc. v. Computer Assoc. Int'l*, 753 E Supp. 1078, 1079 (E.D.N.Y. 1990), aff'd, 938 F.2d 1574 (2d Cir. 1991) (holding that claim for punitive damages could be asserted in civil action under RICO, even though treble damages are available). See also *Sea Salt, LLC v. Bellerose, No. 2:18-cv-00413-JAW*, 10 (D. Me. Jun. 9, 2021) (where the court reasoned that “compensatory damages in the amount of \$1,500,000, treble damages under the RICO Act, and punitive damages in the amount of \$3,000,000” are viable).

⁴ https://www.law.cornell.edu/definitions/uscode.php?def_id=11-USC-1767684303-71778042

ordinance, regulation, custom” when:

- Defendant Ausbrooks failed to list in any bankruptcy filings Plaintiff having a legal and financial interest in the home, which prevented him from getting notice of it and knowing it was taking place. As a result, Plaintiff could not take over the mortgages, assume full ownership of it, and prevent its “sale,” thus violating due process. See affidavit 2 and Exhibit “C.”
- The home was taken because of the actions of the defendants, despite Plaintiff not being heard in the bankruptcy matter as he should have been, thus violating due process.
- Defendants Clement, Hivner, the State, and Appellate Court failed to remediate the wrongdoing of others below them, thus violating due process and equal protection.
- Defendants Koval and C&W deprived Plaintiff of personal property without Plaintiff being allowed to defend, thus violating due process.
- Defendant Hildebrand failed to check the deed for the home, which listed Plaintiff as an owner of it, and provide notice of the bankruptcy to Plaintiff, thus violating due process.
- Defendant Garrett refused to allow Plaintiff to file a complaint against defendant Story, thus violating free speech and due process.
- Defendant Binkley said during the hearing in Chancery Court on August 29, 2019, “The husband will be enjoined and restrained from interfering in any form whatsoever directly or indirectly with a smooth transition and preparation of the home for auction,” which meant that Plaintiff was not allowed to contact the bank to pay off the loan and thus prevented him from saving the home from auction and violated due process.
- Defendant Binkley made the preceding statement without consideration of Plaintiff being allowed to provide evidence that he could pay for the home if another renter was brought aboard, thus violating due process.
- Defendants Story and Yarbrough stated in the MOTION TO SELL THE MARITAL RESIDENCE filed in the Chancery Court on July 17, 2019, “Wife currently has an *Ex Parte* Order of Protection against Husband as the result of the domestic abuse she has incurred by Husband.” This statement was made without evidence. In fact it is false. And since it was made in an official record, it violates T.C.A. §§ 39-16-504, 39-16-702, and 39-14-114, which carry up to a 30-year prison sentence and a fine of up to \$25,000. Plaintiff was never afforded the opportunity to dispute this claim, nor provide evidence that the police had never previously come to the home. He has no arrest record and has never before or since been accused of abusive or violent behavior. See letters from mental health professionals in Appendix 5. To make such an unopposed and false claim without being given any opportunity whatsoever to prove its invalidity goes well beyond the heartland of infringement of constitutional rights. Indeed, it goes beyond any realm of infringement of all human rights. This statement is a violation of due process.
- Defendants Binkley and Story prevented Plaintiff from having a telephonic hearing in the Chancery Court on October 21, 2019, thus violating due process.
- Defendant Binkley stated on August 1, 2019, “who’s going to control the husband?” because of Plaintiff’s long emails, which is protected free speech. Signs on the property, which were designed by Plaintiff’s ex-wife, were also protected free speech.
- Ninth amendment - “The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.” Exploiting mental

disabilities, inhumane treatment, etc.

- Defendant Binkley, who apparently wanted to speed along the auction, said on August 1, 2019, “I don’t have any assurance at this point that his conduct won’t continue thereby delaying this process even more,” thus violating due process.
- Defendant Binkley said on August 29, 2019, “You’re to sign this contract today.” He followed this statement shortly thereafter with: “You’re going to sign this contract now,” which are violations of due process—and of the Tennessee Code of judicial conduct rule 3.10. “A judge shall not practice law” because he was giving legal “advice.”
- Defendant Binkley told Plaintiff “he is required to comply with the rules just as an attorney is required,” yet none of the defendants followed the rules, which were violations of equal protection and due process. See Affidavit 2 and Exhibit “D.”
- Defendant Binkley said to Plaintiff during the Chancery Court hearing on August 29, 2019, “I don’t really care about all that. That’s for another day,” when Plaintiff tried to provide any input into the case whatsoever, and specifically about one of the motions to be heard that day—the motion on the order of protection. Plaintiff said, “Can I still tell a little bit of my side before you rule on all of that?” Defendant Binkley then says “briefly,” then shuts Plaintiff down by saying “You’ve got to trust me here,” and then immediately afterward, “I don’t really care about all that. That’s for another day.” However, that day was supposed to be August 29, 2019, the very day of the hearing. The day to which Binkley referred never came for Plaintiff. For proceedings to continue to their conclusion—including loss of the home and income—after no hearings in the bankruptcy court with Plaintiff present, a mere two short “hearings” in Chancery Court, and without any real opportunity for Plaintiff to defend himself violated—or more appropriately, annihilated—his right to due process.

107. 42 U.S. Code § 1985 says that “if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws” such a person may file an action “for the recovery of damages occasioned by such injury or deprivation.” Two or more defendants did “conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice” while violating on multiple occasions the rights of Plaintiff.

108. Plaintiff made the defendants, except for defendants J. Michaud and Abreau, aware on many occasions that due process rights were being abridged, that his income met the definition of poverty, that the home did not even belong to him, and that he was on the verge of homelessness due to their improper conduct. By proceeding anyway, the defendants in this paragraph acted with reckless,

willful, and wanton misconduct.

109. “State officials in transferring possession of property” can “implicate due process,” which defendant Binkley who is employed in the Chancery Court—by his acts—has certainly done.⁵

110. For the reasons given heretofore in this complaint, the defendants have deprived Plaintiff of the right of due process guaranteed under the Due Process Clause and the right of equal protection guaranteed under the Equal Protection Clause of the Fourteenth Amendment of the U.S. Constitution, which renders the defendants liable under 42 U.S.C. § 1983.

111. As a direct and proximate result of the defendants’ actions and liability pursuant to 42 U.S.C. § 1983, Plaintiff has been injured in his business/employment in the amount of \$1,400 monthly beginning September 2019 and in his equity in the home, some of which contained the complete investment of his retirement account (\$). See exhibit “A.”

112. The defendants are thus liable to Plaintiff for violation of the Equal Protection Clause and Due Process Clause of the Fourteenth Amendment of the U.S. Constitution. Plaintiff seeks compensatory damages in the amount of \$1,400 per month beginning September 2019 against defendants Story, Yarbrough, and Ausbrooks, who are severally and jointly liable, for their violations of said clauses that they violated when they conspired with court personnel to achieve their illicit goals. The remaining defendants violated those same clauses when defendant Binkley illegally issued an order of protection—and then extended it—against Plaintiff and prevented a telephonic hearing. Plaintiff also seeks an award of punitive damages in the amount of \$150,000 in order to punish defendants Story, Yarbrough, and Ausbrooks \$50,000 per person for their reckless, willful, and wanton misconduct with respect to disregarding the plaintiff’s right to due process and violating such right and to deter such reckless, willful, and wanton misconduct in the future. The remaining defendants, Binkley and the Chancery Court, are also liable to Plaintiff who seeks declaratory and/or injunctive relief against them.

⁵ *Mitchell v. W.T. Grant Co.*, 416 U.S. at 615–18 (1974) and at 623 (Justice Powell concurring). See also *Arnett v. Kennedy*, 416 U.S. 134, 188 (1974) (Justice White concurring in part and dissenting in part). Efforts to litigate challenges to seizures in actions involving two private parties may be thwarted by findings of “no state action,” but there often is sufficient participation by state officials in transferring possession of property to constitute state action and implicate due process.

COUNT NINE: VIOLATION OF CONSTITUTIONAL RIGHTS

113. This count is against all defendants.

114. Defendant Ausbrooks failed to list in any bankruptcy filings Plaintiff having a legal and financial interest in the home, which prevented him from getting notice of it and knowing it was taking place. As a result, Plaintiff could not take over the mortgages, assume full ownership of it, and prevent its “sale,” thus violating due process. See affidavit 2 and Exhibit “C.”

115. The home was taken because of the actions of the defendants, despite Plaintiff not being heard in the bankruptcy matter as he should have been, thus violating due process.

116. Defendants Clement, Hivner, the State, and Appellate Court failed to remediate the wrongdoing of others below them, thus violating due process and equal protection.

117. Defendants Koval and C&W deprived Plaintiff of personal property without Plaintiff being allowed to defend, thus violating due process.

118. Defendant Hildebrand failed to check the deed for the home, which listed Plaintiff as an owner of it, and provide notice of the bankruptcy to Plaintiff, thus violating due process.

119. Defendant Garrett refused to allow Plaintiff to file a complaint against defendant Story, thus violating free speech and due process.

120. Defendant Binkley said during the hearing in Chancery Court on August 29, 2019, “The husband will be enjoined and restrained from interfering in any form whatsoever directly or indirectly with a smooth transition and preparation of the home for auction,” which meant that Plaintiff was not allowed to contact the bank to pay off the loan and thus prevented him from saving the home from auction and violated due process.

121. Defendant Binkley made the preceding statement without consideration of Plaintiff being allowed to provide evidence that he could pay for the home if another renter was brought aboard, thus violating due process.

122. Defendants Story and Yarbrough stated in the MOTION TO SELL THE MARITAL RESIDENCE filed in the Chancery Court on July 17, 2019, “Wife currently has an Ex Parte Order of

Protection against Husband as the result of the domestic abuse she has incurred by Husband.” This statement was made without evidence. In fact it is false. And since it was made in an official record, it violates T.C.A. §§ 39-16-504, 39-16-702, and 39-14-114, which carry up to a 30-year prison sentence and a fine of up to \$25,000. Plaintiff was never afforded the opportunity to dispute this claim, nor provide evidence that the police had never previously come to the home. He has no arrest record and has never before or since been accused of abusive or violent behavior. See letters from mental health professional in Appendix 5. To make such an unopposed and false claim without being given any opportunity whatsoever to prove its invalidity goes well beyond the heartland of infringement of constitutional rights. Indeed, it goes beyond any realm of infringement of all human rights. This statement is a violation of due process.

123. Defendants Binkley and Story prevented Plaintiff from having a telephonic hearing in the Chancery Court on October 21, 2019, thus violating due process.

124. Defendant Binkley stated on August 1, 2019, “who’s going to control the husband?” because of Plaintiff’s long emails, which is protected free speech. Signs on the property, which were designed by Plaintiff’s ex-wife, were also protected free speech.

125. Ninth amendment - “The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.” Exploiting mental disabilities, inhumane treatment, etc.

126. Defendant Binkley, who apparently wanted to speed along the auction, said on August 1, 2019, “I don’t have any assurance at this point that his conduct won’t continue thereby delaying this process even more,” thus violating due process.

127. Defendant Binkley said on August 29, 2019, “You’re to sign this contract today.” He followed this statement shortly thereafter with: “You’re going to sign this contract now,” which are violations of due process—and of the Tennessee Code of judicial conduct rule 3.10. “A judge shall not practice law” because he was giving legal “advice.”

128. Defendant Binkley told Plaintiff “he is required to comply with the rules just as an

attorney is required,” yet none of the defendants followed the rules, which were violations of equal protection and due process. See Affidavit 2 and Exhibit “D.”

129. Defendant Binkley said to Plaintiff during the Chancery Court hearing on August 29, 2019, “I don't really care about all that. That's for another day,” when Plaintiff tried to provide any input into the case whatsoever, and specifically about one of the motions to be heard that day—the motion on the order of protection. Plaintiff said, “Can I still tell a little bit of my side before you rule on all of that?” Defendant Binkley then says “briefly,” then shuts Plaintiff down by saying “You've got to trust me here,” and then immediately afterward, “I don't really care about all that. That's for another day.” However, that day was supposed to be August 29, 2019, the very day of the hearing. The day to which Binkley referred never came for Plaintiff. For proceedings to continue to their conclusion—including loss of the home and income—after no hearings in the bankruptcy court with Plaintiff present, a mere two short “hearings” in Chancery Court, and without any real opportunity for Plaintiff to defend himself violated—or more appropriately, annihilated—his right to due process.

130. Defendants have also recklessly changed “ownership” of the home—or are responsible for it—without Plaintiff being heard in the bankruptcy, which is another violation of Plaintiff's right to due process.

131. Since Plaintiff was never noticed about the bankruptcy, title for the property is still legally in his name according to the U.S. Supreme Court in *Pennoyer v. Neff*, 95 U.S. 714 (1878): “This court now holds that, by reason of the absence of [notice].....on the [litigant], the [court] had no jurisdiction, its judgment could not authorize the sale of land in said county, and, as a necessary result, a purchaser of land under it obtained no title; that, as to the former owner, it is a case of depriving a person of his property without due process of law” (emphasis added).

132. Notice must be given in a manner that actually notifies the person or that has a reasonable certainty of resulting in such notice.⁶ Defendants were never assured that Plaintiff received such notice. In fact, he hadn't. See the email admitting as such in Exhibit “E.”

⁶ *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950); *Walker v. City of Hutchinson*, 352 U.S. 112 (1956); *Schroeder v. City of New York*, 371 U.S. 208 (1962); *Robinson v. Hanrahan*, 409 U.S. 38 (1972)

133. Plaintiff had repeatedly told defendants that he was being discriminated against not just because of his intellectual disabilities, but also because local rule 11.01 prevented him from objecting to the lie-riddled orders written by Story. Rather than address his complaint and remedy the damages it caused him, the Chancery Court, the State, and/or the Appellate Court modified the rule so that *pro se* parties can no longer object to it. See exhibit “B.” This rule was discriminatory and unconstitutional to *pro se* litigants in 2019 during the time of Plaintiff’s litigation, but has been rewritten as a result of his complaints about it. However, this is too little too late. He has been wrongly burdened with a mark on his otherwise perfect record—which prevents him from obtaining meaningful employment—and has lost hundreds of thousands of dollars in money and property.

134. As a direct and proximate result of the violation of the plaintiff’s constitutional rights by the defendants, Plaintiff has been injured in his business/employment in the amount of \$1,400 monthly beginning September 2019, has lost his portion of the equity in the home, and has a wrongful order of protection against him.

135. The defendants, except for the State, the Admin Office, the Appellate Court, the Chancery Court, and Binkley, severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling \$623,200, the calculations of which are as follows: \$916,000 (current value of the home) plus \$67,200 (rental income lost to date) minus \$300,000 (outstanding mortgages on the property) minus \$60,000 (funds due to ex-wife). Because of the egregiousness of the offenses and as supported by settled law from the U.S. Supreme Court regarding malicious intent or the reckless indifference to the rights of Plaintiff by the defendants, Plaintiff seeks punitive damages in the amount of \$250,000 against all defendants except the State, the Admin Office, the Appellate Court, the Chancery Court, and Binkley.⁷ These remaining defendants are liable to Plaintiff who seeks declaratory and/or injunctive relief against them regarding rescinding and expungement of the order of protection issued by the Chancery Court.

COUNT TEN: VIOLATION OF AMERICANS WITH DISABILITIES ACT, 42 U.S.C. § 12101 ET

⁷ *Smith v. Wade*, 461 U.S. 30 (1983): “The common law, both in 1871 and now, allows recovery of punitive damages in tort cases not only for actual malicious intent, but also for reckless indifference to the rights of others.”

**SEQ. AND VIOLATION OF FAIR HOUSING AMENDMENTS ACT OF 1988, 42 U.S.C. § 3601
ET SEQ.**

136. This count is against all defendants.

137. Plaintiff is an individual with various mental disabilities including ADHD and OCPD.

See Appendix 2.

138. It is a known fact that the two most limiting factors caused by Plaintiff's disabilities are being extremely slow, meticulous, as a result of Plaintiff's disabilities,

139. Plaintiff was discriminated against on various occasions by the defendants because of his mental disabilities. Defendant Binkley openly mocked him in court and disregarded his disabilities as something he should just deal with. See Appendix 2.

140. Other defendants prevented Plaintiff from special assistance, filing procedures, and accommodations as required by 42 U.S.C. § 12101 et seq.

141. As a direct and proximate result of the violation of the plaintiff's ADA rights by the defendants, Plaintiff has been injured in his business/employment in the amount of \$1,400 monthly beginning September 2019, has lost his portion of the equity in the home, and has a wrongful order of protection against him.

142. The defendants, except for the State, the Admin Office, the Appellate Court, the Chancery Court, and Binkley, severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling \$623,200, the calculations of which are as follows: \$916,000 (current value of the home) plus \$67,200 (rental income lost to date) minus \$300,000 (outstanding mortgages on the property) minus \$60,000 (funds due to ex-wife). The defendants excepted above are also liable to Plaintiff who seeks declaratory and/or injunctive relief against them regarding rescinding and expungement of the order of protection issued by the Chancery Court.

DEMAND FOR JUDGMENT

143. WHEREFORE, Plaintiff seeks declaratory and/or injunctive relief pursuant to 42 U.S.C. § 1983 and the U.S. Constitution against defendants Blinkey and Tennessee Chancery Court by directing

them to abide by the law and Constitution and to vacate and expunge the illegal order(s) of protection issued by them against Plaintiff.

144. Lastly, Plaintiff seeks compensatory and punitive damages as set forth in the following table, together with prejudgment interest at the prevailing rate set by law, court costs, fees, penalties imposed on Plaintiff, and any other relief or compensation deemed appropriate. In the alternative to declaratory and/or injunctive relief against defendant Taft-Carter, the rightmost two columns of compensatory damages in the table are applicable. Under compensatory damages, column 1 represents the \$1,500 monthly rent or its double, as applicable. Column 2 represents the approximate total taxes and interest due to early withdrawal of Plaintiff's retirement account, with column 3 being its triple. Column 4 represents the 30-year loss of monthly rent (\$1,128,567.36), with column 5 being its triple.⁸ Amounts in parenthesis in the table supersede the default values given at the top of it.

⁸ Courts have ruled that punitive damages are available under RICO. See *Com-Tech Assoc. v. Computer Assoc. Int'l*, 753 E Supp. 1078, 1079 (E.D.N.Y. 1990), aff'd, 938 F.2d 1574 (2d Cir. 1991) (holding that claim for punitive damages could be asserted in civil action under RICO, even though treble damages are available). See also *Sea Salt, LLC v. Bellerose, No. 2:18-cv-00413-JAW*, 10 (D. Me. Jun. 9, 2021) (where the court reasoned that "compensatory damages in the amount of \$1,500,000, treble damages under the RICO Act, and punitive damages in the amount of \$3,000,000" are viable).

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues raised in this complaint.

October 13, 2023



Jeffrey Ryan Fenton, *pro se*
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“Due to sloth, inattention or desire to seize tactical advantage, lawyers have long engaged in dilatory practices... the glacial pace of much litigation breeds frustration with the Federal Courts and ultimately, disrespect for the law.” *Roadway Express v. Pipe*, 447 U.S. 752 at 757 (1982)

“The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits.” The court also cited Rule 8(f) FRCP, which holds that “all pleadings shall be construed to do substantial justice.” *Conley v. Gibson*, 355 U.S. 41 at 48 (1957)_

“Society's commitment to institutional justice requires that judges be solicitous of the rights of persons who come before the court.” *Geiler v. Commission on Judicial Qualifications*, (1973) 10 Cal.3d 270, 286__

AFFIDAVIT

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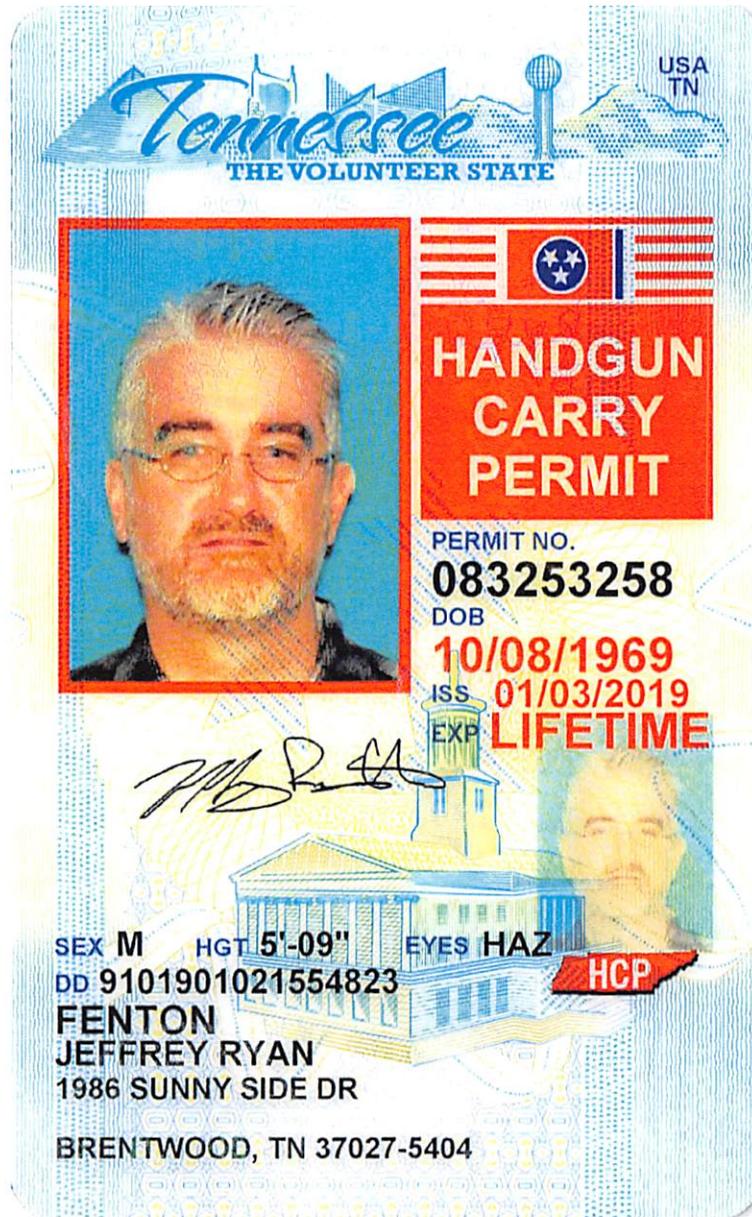
CLEAR EVIDENCE THAT I HAD RECENTLY PASSED BOTH STATE AND FEDERAL BACKGROUND CHECKS, WITH FLYING COLORS! WHILE NOT HAVING ANY CRIMINAL OR VIOLENT HISTORY, EVER!!!

(ISSUED JAN 3RD, 2019)

THE ONLY PEOPLE TO CLAIM ANY DIFFERENTLY ARE MY EX-WIFE WHO SAID APPROXIMATELY \$250K BY TELLING THOSE LIES, HER ATTORNEY, VIRGINIA LEE STORY, WHO ALSO PROFITED NICELY, WITHOUT NEAR THE "WORK" AS ARGUING THE TRUTH! ALONG WITH SOME OF Ms. STORY'S (AND WHO ELSE'S?) "FRIENDS". FINALLY, THERE IS ATTORNEY VIRGINIA LEE STORY'S CLOSE AND TRUSTED "FAMILY FRIEND", THE CHANCERY COURT JUDGE WHO MADE IT ALL POSSIBLE, JUDGE MICHAEL W. BINKLEY (WHO SHOULD HAVE RECUSED HIMSELF, BY FEDERAL LAW, IN THE VERY BEGINNING!) WHILE WHO KNOWS IF JUDGE BINKLEY'S MOTIVATION WAS FINANCIAL, "QUID PRO QUO", FAMILIAL, FAVORING A "FRIEND", OR STRICTLY HATE AND DISCRIMINATION AGAINST WHO HE PERCEIVED ME TO BE, OR THE "TYPE" OF PERSON WHICH HE ASSUMED THAT I "REPRESENT". WHETHER DUE TO Ms. STORY'S "EX PARTE" CLAIMS PRIOR TO MEETING ME, OR SHORTLY THEREAFTER, BEFORE I WAS EVER ALLOWED TO SPEAK A SINGLE WORD!

JUDGE BINKLEY (TE-1, 16:15-18): "ONE OF THE BIGGEST PROBLEMS I'M UP AGAINST... IS WHO'S GOING TO CONTROL THE HUSBAND?"

BIASED TRIAL COURT!



POSSIBLY FOR BEING A MAN, WHO WAS NOT THE PRIMARY "BREADWINNER" FOR HIS FAMILY, WHO STRUGGLES WITH DISABILITIES, TO WHICH JUDGE BINKLEY TOLD ME IN COURT, "SIR, I RESPECT THAT. BUT WE ALL HAVE BURDENS... EVERYBODY IN THIS ROOM HAS... JUST LIKE YOU DO... I CAN'T MAKE EXCUSES FOR THAT." (R.v4, 508-509) OR MAYBE BECAUSE I WAS RAISED IN THE "NORTH", WHILE "YANKEES" ARE STILL DESPISED BY SOME PEOPLE IN THE SOUTH, AS I'VE BEEN PICKED AT THROUGH THE YEARS. I CAN'T TELL YOU JUDGE BINKLEY'S "MOTIVATIONS", BUT I CAN PROVE HIS FAILURES AND EVEN HIS REFUSAL TO PROVIDE ME WITH A FAIR AND IMPARTIAL TRIAL (TRIBUNAL), MULTIPLE TIMES OVER!

JUDGE MICHAEL W. BINKLEY, WHO ONLY SPENT ONE HOUR WITH ME IN COURT, WHILE ONLY ALLOWING ME TO SPEAK FOR 7.1 MINUTES, WHICH HE SAID WAS IRRELEVANT THAT DAY ANYHOW. WHILE MY TESTIMONY WAS FOUNDATIONAL TO THE ENTIRELY "FRAUDULENT NARRATIVE" WHICH Ms. STORY HAD FABRICATED AND FORCED UPON THE COURT. WHILE "THEY" CONTINUE TO DEPRIVE ME OF MY LIFE, MY LIBERTY, AND MY PURSUIT OF HAPPINESS. TO THIS DAY, WITHOUT DUE PROCESS OF LAW, WHILE TERRORIZING MY FAMILY!

JUDGE MICHAEL W. BINKLEY BETRAYED HIS OATH OF OFFICE, HIS JUDICIAL SUPERVISORY DUTIES, ALONG WITH JUDICIAL CANONS 1 - 3, BY ALLOWING HIS CLOSE "FAMILY FRIEND" AND CONTROVERSIAL "WINNER TAKES ALL" ATTORNEY, VIRGINIA LEE STORY, TO MAKE CLEARLY FALSE STATEMENTS OF LAW IN HIS COURT (TE-1, 9:9-12, 10:11-13, 27:25-28:4, 28:24-29:8, 40:19-41:16, ETC.), IN GROSS VIOLATION OF RPC 3.3(A)(1)(3)(B)(C)(E)(F)(G). WHILE INSTEAD OF CORRECTING HER OBSCENELY OVERT MISCONDUCT: FRAUD UPON THE COURT, BIAS, DISHONESTY, NEGLIGENCE, UNFAIRNESS, HARASSMENT AND ABUSE BY PROCESS, AS REQUIRED IN THE "RULES OF JUDICIAL CONDUCT" (RJC II, 2.12, 2.15, 2.2, 2.3, 2.6, 2.9), JUDGE BINKLEY JUST NODDED HIS HEAD UP AND DOWN, WHILE GRUNTING SOUNDS OF AGREEMENT, FOLLOWED BY COMPLETELY UNREASONABLE COURT ORDERS, WITH NO IMPARTIALITY, CONSIDERATION, FAIRNESS, COMMON-SENSE, OR CARE (DESPITE HUNDREDS OF PAGES OF REAL "EVIDENCE" TO THE CONTRARY), AT THE CONCLUSION OF EVERY "HEARING"! JUDGE BINKLEY NEVER ONCE CORRECTED Ms. STORY FOR "TESTIFYING AS A WITNESS" TO NEARLY EVERY WORD SHE SPOKE, IN VIOLATION OF THE "RULES OF PROFESSIONAL CONDUCT" WHICH STATES "A LAWYER SHALL NOT ASSERT PERSONAL KNOWLEDGE OF FACTS IN ISSUE EXCEPT WHEN TESTIFYING AS A WITNESS" (RPC 3.4(B)(D)(E)(1)(2)(3)), WHILE A "WITNESS" TO NEARLY NONE OF IT! (THAT ALONE, VERIFIABLE BY SKEPTICALLY READING THE "M2019-02059 TRANSCRIPT OF EVIDENCE-1" FROM MY 8/2019 HEARING, SHOULD BE SUFFICIENT TO ORDER A "MISTRIAL" AND/OR TO "STRIKE" EVERY ACTION IN THIS CASE!) REGARDLESS OF "MERITS" (WHICH WERE ALSO FRAUDULENT), THE "LANGUAGE" ALONE WAS UNREASONABLY UNETHICAL & ILLEGAL! INSTEAD JUDGE BINKLEY BIASEDLY TOOK EVERY WORD SHE SPOKE, AS IF IT WERE "FACT"! THE ABSENCE OF "IMPARTIALITY" AND THE PRESENCE OF "FRAUD UPON THE COURT" VOIDS EVERYTHING, WITH NO "STATUTE OF LIMITATIONS", EVER! LIKE THE "FRUIT OF THE POISONOUS TREE", THE "FRAUD" IS NO LONGER DISTINGUISHABLE FROM THE "TRUTH", BY REVIEWING THE COURT'S "RECORDS" IN THIS CASE. (ATTORNEY STORY "COLORED" EVERY AFFIDAVIT, MOTION, AND COURT ORDER SHE WROTE!) I DEMAND JUSTICE!

VOID JUDGMENTS - NO JURISDICTION - NO DUE PROCESS
OF LAW, EXCESSIVE FRAUD UPON THE COURT BY OFFICER(S)
OF THE COURT, IN THE STATE OF TENNESSEE'S
WILLIAMSON COUNTY CHANCERY COURT

AFFIDAVIT OF JEFFREY RYAN FENTON
(CERTIFYING DOCUMENT FEATURING MY HANDGUN PERMIT)

STATE OF: MICHIGAN

COUNTY OF: GENESEEE

I, the Affiant, who goes by Jeffrey Ryan Fenton, a man, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been competently re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Tennessee, the State of Washington, and the State of Michigan, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

- 1.) **Every action in Williamson County Chancery Court Docket #48419B is VOID** (not avoidable). Due to failed **DUE PROCESS of LAW**, Jurisdictional **Violations**, and an excessive amount of **"Fraud Upon the Court by Officer(s) of the Court."**
- 2.) Each of which have **NO "Statute of Limitations"** for seeking corrections and a cure.

Initials: 

- 3.) It will require **multiple affidavits** for me to articulate the depth and breadth of the crimes which were committed against me and my family “under color of law,” in Williamson County Chancery Court. Along with the damages we have and continue to cruelly suffer.
- 4.) I do not believe that there is any “**qualified immunity**” remaining for **any** party involved.
- 5.) **These statements of fact involve two cases in Middle Tennessee, during 2019 (four separate actions intertwined)** on behalf of my wife (at that time), “**Fawn Tiffany Fenton**”, hereinafter referred to as “**ex-wife**”, to protect her privacy.

WILLIAMSON COUNTY CHANCERY COURT

- 6.) These statements of fact are about **Docket #48419B** filed on **6/4/2019**, by **Story, Abernathy, & Campbell, PLLP** in **Williamson County Chancery Court**. The Courthouse is located at 135 4th Avenue South, Franklin, TN 37064.
- 7.) The Chancery Court Clerk & Master is **Attorney Elaine Beaty Beeler** (BPR# 016583), the presiding Chancellor was **Judge Michael Weimar Binkley** (BPR# 005930), while my opposing Counsel was **Attorney Virginia Lee Story** (BPR# 011700) and **Attorney Kathryn Lynn Yarbrough** (BPR# 032789) with **Story, Abernathy, & Campbell, PLLP**.

U.S. BANKRUPTCY COURT - MIDDLE TENNESSEE

- 8.) The actions taken in Williamson County Chancery Court, were directly tied to, in coordination with, and allegedly based upon my ex-wife's **Chapter-13** bankruptcy action, **Case 3:19-bk-02693** in **The U.S. Bankruptcy Court for the Middle District of Tennessee**, found at 701 Broadway Ste 260, Nashville, TN 37203-3983.
- 9.) The Federal Bankruptcy Court Judge presiding was **Judge Charles M. Walker** (BPR# 019884). The Chapter-13 Trustee responsible was **Attorney Henry Edward Hildebrand, III** (BPR# 032168). While Bankruptcy Counsel for my ex-wife was **Attorney Mary Elizabeth Maney Ausbrooks** (BPR# 018097) and **Attorney Alexander Sergey Koval** (BPR# 029541) both of **ROTHSCHILD & AUSBROOKS, PLLC**.

COURT OF APPEALS OF TENNESSEE AT NASHVILLE

- 10.) Upon appeal of the actions above in Chancery Court, I was the "Appellant" at the **Court of Appeals of Tennessee at Nashville**, in **No. M2019-02059-COA-R3-CV**.
- 11.) The Order dismissing my appeal was approved by the following panel of Judges: **Judge Frank G. Clement** (BPR# 006619), **Judge Andy Dwane Bennett** (BPR# 009894), and **Judge William Neal McBrayer** (BPR# 013879).

SUPREME COURT OF TENNESSEE AT NASHVILLE

12.) I tried to escalate my appeal to the **Supreme Court of Tennessee at Nashville**, in **No. M2019-02059-SC-R11-CV**, but my application for permission to appeal was denied.

PURPOSE AND INTENT

13.) This document has been created to exercise my **FIRST AMENDMENT RIGHT** and **RESPONSIBILITY** as a **CITIZEN**, to hold government accountable for their actions, **no matter how resistant to the TRUTH that government is.**

14.) **While continuing to seek a peaceful LEGAL CURE, so that I can SURVIVE this loss!**

CERTIFYING THE FACTUAL ACCURACY AND THE TRUTHFUL CONTENTS, IN MY DOCUMENT FEATURING MY TENNESSEE LIFETIME HANDGUN CARRY PERMIT (#083253258)

15.) Due to the size limitations and layout of the page, some of the legal citations are grouped together (abbreviated) instead of cited directly beside and repeatedly with each sentence, as they apply. Although slightly displaced, all citations are believed to be factual and correct, both in application and intent, along with the rest of the claims, statements, and accusations made throughout the language of this document, when considered together as a whole.

16.) The text and testimony of the subject document are also being provided here, as a larger print format for the Court to more easily read.

Initials: 

- 17.) This is a single page document/publication/testimony, with very pointed language, clearly intended to catch the attention of others. To tell them about my continued sufferings “under color of law,” and to seek HELP for myself and ACCOUNTABILITY for Judge Michael W. Binkley and Attorney Virginia Lee Story (along with several of their friends).
- 18.) **No part of these documents are intended to harm, defame, or injure any party, their families, their businesses, or any other aspect of their lives and/or the communities within which they live, except to what extent it is necessary to EXPOSE the TRUTH and bring forth JUSTICE. As it should have been administered in the first place.**
- 19.) None of this is done maliciously, pretentiously, or for ulterior motives.
- 20.) **None of these allegations are false or fraudulently presented.**
- 21.) I can supply substantial high-value, cross-referenceable, verifiable EVIDENCE to any party honestly acting in good-faith; for the purpose of investigating, proving, looking to disprove, or to honestly decide the truthfulness of my claims here.
- 22.) **I declare in good faith that the statements throughout are TRUE.**
- 23.) Though not designed or stated line-by-line, as usually seen in Affidavits, my claims, statements, accusations, throughout **are actual statements of FACT.**

- 24.) My non-conventional approach is simply out of desperation, in hopes of catching anyone's attention, to let the TRUTH be heard!
- 25.) I am in the process of designing several "picture books", which poignantly SHOW the TRUTH in a way which I hope will be more easily received and understood.
- 26.) In hopes that any reasonable mind will no longer be able to pushed-off, refuse to hear, and continue to be unconscionably ignored by the Courts.
- 27.) **Where I am hoping that the pictures alone will largely prove my case**, while adding language to help clarify what is being shown, as well as the damages which I have and continue to suffer "under color of law."
- 28.) **Caused by an otherwise unbelievable group of "bad actors," at the highest levels within the State of Tennessee.**
- 29.) The TEXT CONTENT of my Document Featuring my Tennessee Lifetime Handgun Carry Permit, are Listed Below (please note: fonts, colors, size, spacing, and emphasis may differ from the production document, but they contain identical wording and citations, without the paragraph numbers below.)
-

30.) **Clear evidence that I had recently passed both State and Federal background checks, with flying colors!** While not having any criminal or violent history, ever!
(Issued Jan 3rd, 2019)

SCAN OF MY TENNESSEE LIFETIME HANDGUN CARRY PERMIT

- 31.) The only people to claim any differently: are my ex-wife, who saved approximately **\$250k** by telling those lies, her attorney, Virginia Lee Story, who also profited nicely, **without near the “work” as arguing the truth!** Along with some of Ms. Story’s (and who else’s?) “FRIENDS”. Finally, there is Attorney Virginia Lee Story’s close and trusted “**family friend**”, the chancery court judge who made it all possible, **Judge Michael W. Binkley** (who should have recused himself, by Federal Law, in the very beginning!)
- 32.) While who knows if Judge Binkley’s motivation was financial, “quid pro quo”, familial, favoring a “friend”, or strictly hate and discrimination against who he perceived me to be, or the “type” of person which he assumed that I “represent”. Whether due to Ms. Story’s “ex parte” claims prior to meeting me, or shortly thereafter, **before I was ever allowed to speak a single word!**
- 33.) Judge Binkley (TE-1, 16:15-18):

*“One of the biggest problems I’m... Up against... Is
who's going to control the husband?”*

34.) **Biased Trial Court!**

35.) Possibly for being a man, **who was not the primary "breadwinner" for his family**, who struggles with disabilities, to which Judge Binkley told me in court (R.v4, 508-509):

*“Sir, I respect that. But we all have burdens...
Everybody in this room has... Just like you do...
I can't make excuses for that.”*

36.) Or maybe because I was raised in the "North", while "**Yankees**" are still despised by some people in the South, as I have been picked at through the years. I can't tell you judge Binkley's "motivations", but I can prove his failures and even his refusal to provide me with a fair and impartial trial (tribunal), multiple times over!

37.) Judge Michael W. Binkley, who only spent **ONE HOUR** with me in court, while only allowing me to speak for **7.1 minutes**, which he said was irrelevant that day anyhow. While my testimony was foundational to the entirely "fraudulent narrative" which Ms. Story had fabricated and forced upon the court. **While "they" continue to deprive me of my life, my liberty, and my pursuit of happiness. To this day, without due process of law, while terrorizing my family!**

38.) **Judge Michael W. Binkley betrayed his Oath of Office, his Judicial Supervisory Duties, along with Judicial Canons 1 - 3, by allowing his close "family friend" and controversial "winner takes all" Attorney, Virginia Lee Story, to make clearly false statements of law in his court** (TE-1, 9:9-12, 10:11-13, 27:25-28:4, 28:24-29:8, 40:19-41:16, etc.), in gross violation of RPC 3.3(a)(1)(3)(b)(c)(e)(f)(g).

39.) **While instead of CORRECTING her obscenely overt MISCONDUCT: Fraud Upon the Court, Bias, Dishonesty, Negligence, Unfairness, Harassment and Abuse by Process, as required in the "Rules of Judicial Conduct" (RJC 1.1, 2.12, 2.15, 2.2, 2.3, 2.6, 2.9), Judge Binkley just nodded his head up-and-down, while grunting sounds of agreement, followed by completely UNREASONABLE Court Orders, with NO IMPARTIALITY, consideration, fairness, common-sense, or care (despite hundreds of pages of real "EVIDENCE" to the contrary), at the conclusion of every "hearing"!**

40.) **Judge Binkley never once CORRECTED Ms. Story for "testifying as a witness" to nearly every word she spoke, in violation of the "Rules of Professional Conduct" which states:**

"A lawyer shall not assert personal knowledge of facts in issue except when testifying as a witness"

RPC 3.4(b)(d)(e)(1)(2)(3)

Initials: 

41.) While a "witness" to nearly none of it! That alone, verifiable by skeptically reading the "M2019-02059 Transcript of Evidence-1" from my 8/1/2019 hearing, should be sufficient to order a "mistrial" and/or to "strike" every action in this case!

42.) Regardless of "merits" (which were also fraudulent), the "language" alone was unreasonably unethical & illegal! Instead Judge Binkley biasedly took every word she spoke, as if it were "FACT"!

43.) The absence of "Impartiality" and the presence of "Fraud Upon the Court" VOIDS everything, with no "Statute of Limitations", ever!

44.) Like the "Fruit of the Poisonous Tree", the "Fraud" is no longer distinguishable from the "Truth", by reviewing the court's "Records" in this case. (Attorney Story "colored" every affidavit, motion, and court order she wrote!) I demand JUSTICE!

45.) End of text content from document.

MAY JUSTICE BE SERVED!

THE PUBLIC WELFARE REQUIRING IT!

Initials: 

FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for the State of Tennessee, the State of Washington, and the State of Michigan, along with the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that Jeffrey Ryan Fenton executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved*, without prejudice.

***Notice of Specific Right Reserved:** This document, and every part herein, is prohibited from being used directly against my ex-wife, her person, property, career, earnings, estate, future earnings, financial interests, and inheritances, by any party other than myself. Furthermore, this document and every part herein, is expressly prohibited from being used in any Civil or Criminal actions directly against my ex-wife, except as is specifically authorized by me in writing, prior to her inclusion in any action, with clear, specific, and direct language (directly naming my ex-wife, directly naming this specific document and "Right Reserved", directly naming the specific action which she is to be included in, and the explicitly authorized terms or exceptions, which must all be clearly defined and grouped together within the body of a SINGLE-PAGE), to reduce the likelihood for any deceptive wordsmithing, litigious trickery, or fraudulent claims. No claims of verbal authorization or consent are acceptable or binding. For the purposes of this paragraph, "directly naming my ex-wife" shall mean: with her full name clearly written, meeting the conditions of this paragraph, not by implication, association, representation, party, counsel, or agency.

***No part of this "Right Reserved" shall provide any protection to any Agent, Counsel, Attorney, Lawyer, Judge, Auctioneer, Broker, Trustee, ABA and/or BAR Member, Court, City, County, State and/or Country, or any other person, entity, or division of government, allegedly acting on my ex-wife's behalf or otherwise.**

***Should the language of this "Right Reserved" ever conflict with the language of any other document, form, contract, pleading, etc... either signed by me previously or at any point hereafter, including if I am coerced, ordered, or forced by any authority, judge, court, division of government or law enforcement body, to sign any such document after the execution of this Affidavit, in all such instances, regardless of the authority, power, circumstances, or claims (no matter how extreme), the terms of this "Right Reserved" shall CONTROL and RULE. I hereby plead the protections of the 5th Amendment in any situations where a party, entity, or agency chooses to still try to force my cooperation, testimony, and/or compliance to my ex-wife's detriment. We've both suffered far more than "our share"! It is time for some real JUSTICE! (Not leveraging laws to weaponize!)**

***It is time for the Court, the Counsel, the County, and the State to be held accountable for their irresponsible and unconscionable actions and inactions, both in the commission of crimes as well as in slothful complacency and/or indifference, refusing to set up safeguards for the ethical protection of both the people and for preserving the integrity of Tennessee's Judiciary. Failing to mandate an ethical division between the judiciary and those who plead cases in their courts. Preventing any Judge in the State of Tennessee from hearing a legal argument where a "friend" OR "family" member is an interested party, litigant, or Counsel in the case. (ESPECIALLY WITHOUT FULL DISCLOSURE FIRST!) Else, true impartiality is IMPOSSIBLE on a consistent basis. While if you do not BELIEVE that, you have no higher education of value to the State, nor any knowledge of HISTORY, for THOUSANDS of years, throughout EVERY NATION known to man, while never ONCE has hidden and unaccountable power NOT CORRUPTED those holding it!**

***To pretend otherwise, is to be an "accessory" to the crimes of those unconscionable "Members of the Court" who play the same games TODAY as Casey Moreland did, or even far worse! Keeping Tennessee's Judiciary in a constant state of disrepute. While you have betrayed your Country, your State, your Oath of Office, and your SUPERVISORY DUTIES by the Judicial Canons (which are NOT OPTIONAL for the Judiciary) to responsibility exercise the POWER which you have been entrusted with, to PROTECT the interests of the PEOPLE! To accept anyone's testimony that they are ABOVE TEMPTATION or ABLE to REMAIN IMPARTIAL (which is nearly impossible in the best of circumstances) is to DENY any knowledge of GOD or the BIBLE, which clearly, graphically, and continually talks about the INHERENT FALLIBILITY OF MANKIND! While the Tennessee Constitution demands that you believe in GOD, and essentially "Heaven" and "Hell" to hold office in this State, so to act CONTRARY to such knowledge is to be a TRAITOR to the very people you claim to SERVE! The High Courts are defying common sense, any knowledge of history, any ability to impartially discern and JUDGE, any knowledge of God, the Bible, or the realistic CONDITIONS of MANKIND, making the average HOMELESS person look more intelligent, fair, knowledgeable, and HONEST, than Tennessee's Highest Courts! While I know there are some GOOD PEOPLE in the Tennessee Supreme Court, so why hasn't this archaic "NOD" and "BLIND EYE" to CORRUPTION been REMEDIED YET (using grade-school common-sense)? That is where you will find the ROOT of Tennessee's Judicial CORRUPTION! It needs to be RIPPED-OUT, or you betray the very purpose for which you were appointed or elected. While being party to the destruction of countless lives, like MINE, who needed you to fulfill your Oaths of Office Honestly, Impartiality, willing to Protect the PEOPLE over the Powermongers!**

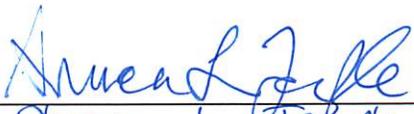
Initials: 

Done this 1ST day of FEBRUARY in the year 2022, under penalty of perjury, under the laws of the United States of America.


Jeffrey Ryan Fenton

17195 Silver Parkway, #150
Fenton, MI, 48430-3426
jeff.fenton@live.com
(P) 615.837.1300
(F) 810.255.4438

SUBSCRIBED AND SWORN to this 1st day of, FEBRUARY, 2022.


Susan L. Temple
Notary Public; in and for Genesee County
State of Michigan
My Commission Expires - 12-23-2022



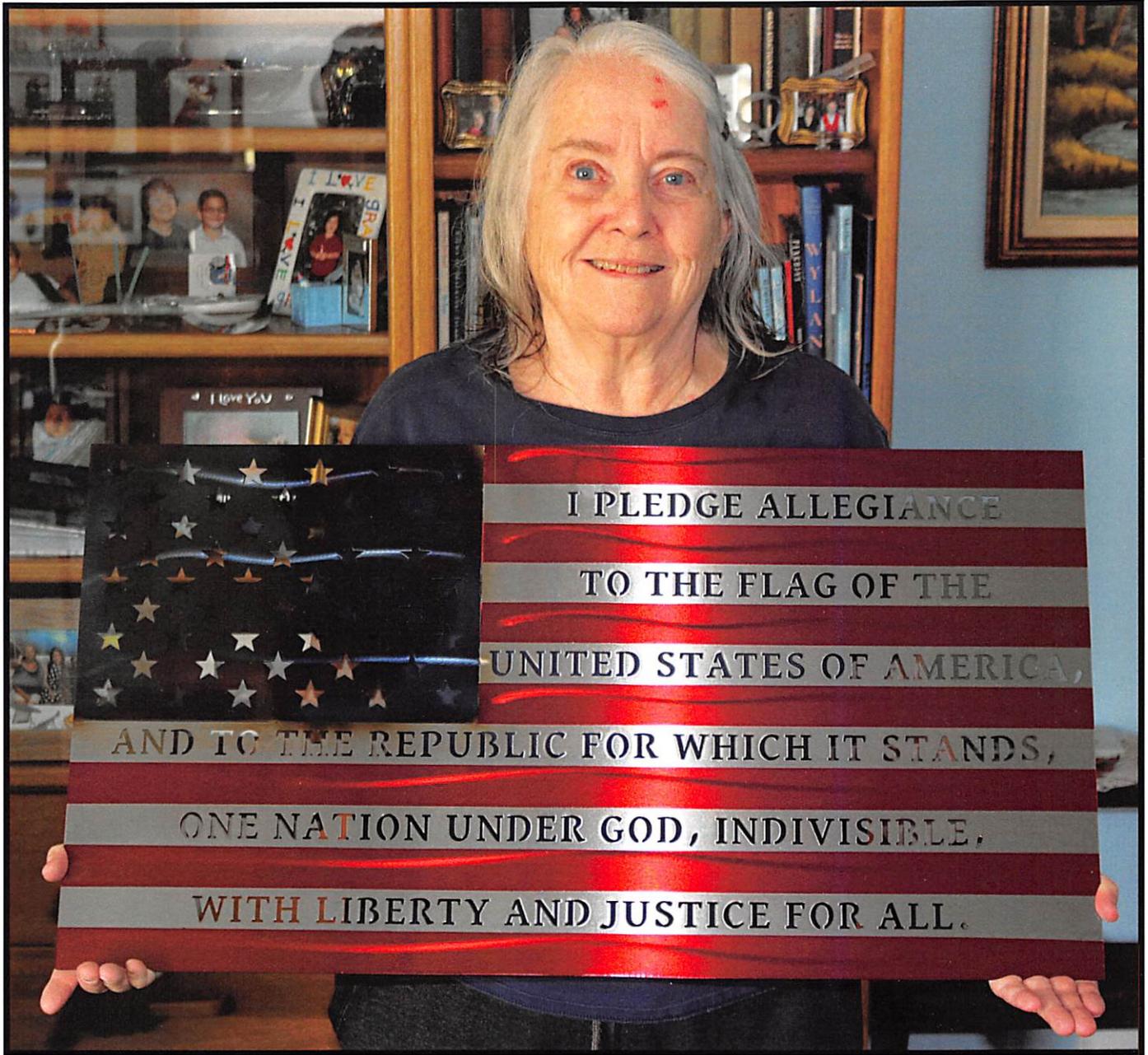
Initials: RF

AFFIDAVIT of Marsha Fenton

WE NEED TO GET BACK TO THE BASICS

ALL LIVING UNDER THE SAME RULES OF LAW

WITH EQUAL & IMPARTIAL ADMINISTRATION OF LIBERTY & JUSTICE



FOR ALL AMERICAN CITIZENS!

OTHERWISE OUR ANCESTORS GAVE THEIR LIVES FOR NOTHING, WHILE ALL WAS LOST "ON OUR WATCH". PROVING THAT "FREEDOM" IS STILL NO MATCH FOR "GREED".

THEN SO SHALL "THE UNITED STATES OF AMERICA" BE REMEMBERED BY HISTORIANS; AS THE "GREAT FREEDOM EXPERIMENT" WHICH FAILED! RETURNING THE MONARCHY TO RULE!

(Above, I present my Mother, "Marsha Fenton", still full of HOPE!)

WE CAN DO BETTER THAN WE HAVE IN RECENT YEARS! WE MUST!

- 16 6. He continues to love Fawn dearly. He talks about losing her and their life together.
- 17 7. If she ever asked him for any help, he'd be right there. He is of absolutely no
- 18 danger to her. He just wants to save her from her decisions.
- 19 8. Fawn has been a loved member or our family.
- 20 9. When Jeff's dear parrot died, which they had loved together, I let Fawn know. She
- 21 then communicated back her sadness.
- 22 10. Occasionally I see Facebook posts from Fawn.....and she responds kindly to
- 23 posts from Jeff's sisters. We loved our time with her.
- 24 11. Despite this horrendous loss and grief, Jeff has been kind, respectful and caring
- 25 towards me.
- 26 12. The only thing "fun" we have done in this entire year was go to a Christmas Eve
- 27 service.
- 28 13. Legal work has consumed him, trying to fix what he has been accused of.
- 29 14. Jeff shows NO aggressiveness.
- 30 15. He is very caring.
- 31 16. Occasionally I'll drop something upstairs and Jeff will dash up to make sure I'm
- 32 OK.
- 33 17. I don't know what I'd do without him, especially through this Covid-19 where I
- 34 am isolated.
- 35 18. Jeff stays home all the time. He has no visitors.
- 36 19. He doesn't play games on his computer.....watches very little TV.....
- 37 20. He has worn the tile out under his office chair. He is unable to do anything but
- 38 work on legal papers and now his appeal.

- 39 21. Jeff sits at his computer all day, often all night – sometimes continuously for 3 days
40 without sleep.
- 41 22. If he is interrupted for any reason, he often must start all over with his writing.....
- 42 23. His mind cannot multi-task like others.
- 43 24. It can take him 7 hours to write what would be a simple letter for many.....going
44 over and over and over it.....trying to make it perfect.....and then it's never
45 good enough.
- 46 25. His writing is all about his appeal.
- 47 26. He simply wants to be free of this Order of Protection for emails (she could have
48 blocked him on the computer.....) he just wanted to know if the house
49 payments were made since she blocked him from all that.....
- 50 27. Jeff had tenants to be able to pay the bills.
- 51 28. As for the No Trespassing sign..... Fawn designed and talked to local police
52 about it herself!
- 53 29. Jeff wants this to be removed so, at 51 years of age, he can get career training and
54 start his life from scratch – again.
- 55 30. He has spent months researching law, calling people for direction, trying to get pro
56 bono legal help, studying directives for presentations at the appeals court.
- 57 31. He will work on one aspect all night.....maybe 40 pages.....and need to
58 start all over the next day on another aspect.
- 59 32. He cannot focus enough to complete one part, because there are always more laws
60 to study, more concerns about his presentation because his life hangs on it.
- 61 33. He is totally overwhelmed, and he did nothing to deserve this.

62 34. With his disabilities – and no money for a lawyer (I loaned him \$10,000 initially
 63 for representation but his defense was never even heard....not a word or a picture!)
 64 he is doomed by the law????

65 35. Poverty and disability should not, in the USA, make one an undeserving
 66 victim.....

Due to COVID-19, I need to remain in “self-quarantine” because of my immunity disorder,
 so I have no physical access to a Notary Public currently. Thanks for reading.

DECLARATION

I, MARSHA ANN FENTON, declare under penalty of perjury that the foregoing is true
 [Insert Appellant/Appellee or counsel]
 and correct to the best of my knowledge.

Respectfully submitted on: 10/13/20

Marsha Ann Fenton
 [Signature of Appellant/Appellee or counsel]

MARSHA ANN FENTON
 17195 Silver Parkway, #150
 Fenton, MI, 48430
 (P) 615.837.1300
 (F) 810.255.4438

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was forwarded either via U.S. mail, faxed, emailed, hand-delivered, and/or shipped by courier to:

Virginia L. Story
136 4th Ave. South
Franklin, TN 37064
Fax: (615) 790-7468
Email: virginia@tnlaw.org

Clerk & Master
P.O. Box 1666
Franklin, TN 37065-1666
Fax: (615) 790-5626
Email: elaine.beeler@tncourts.gov

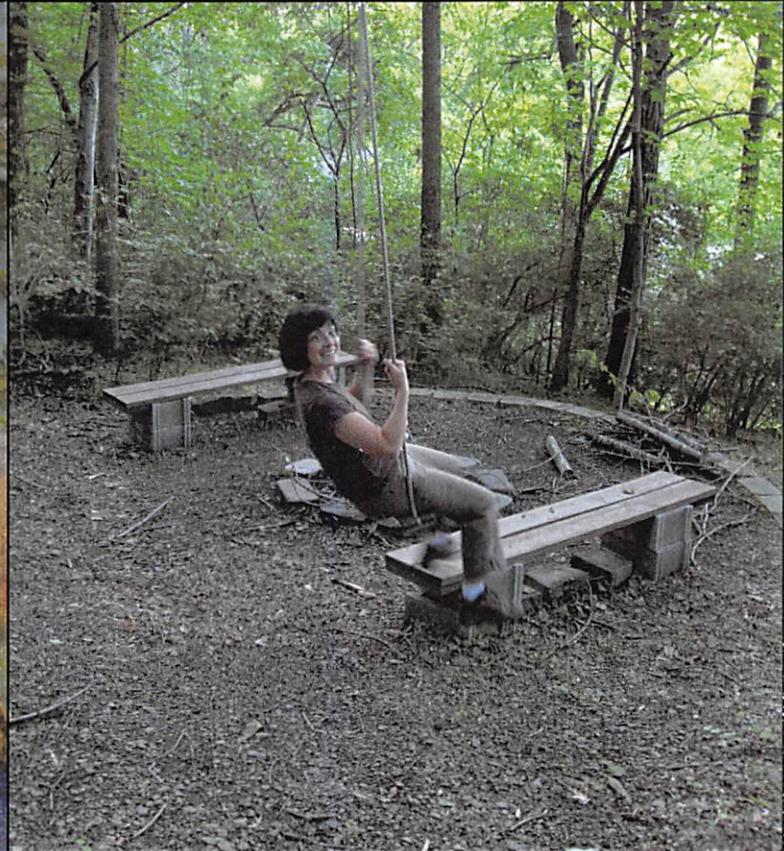
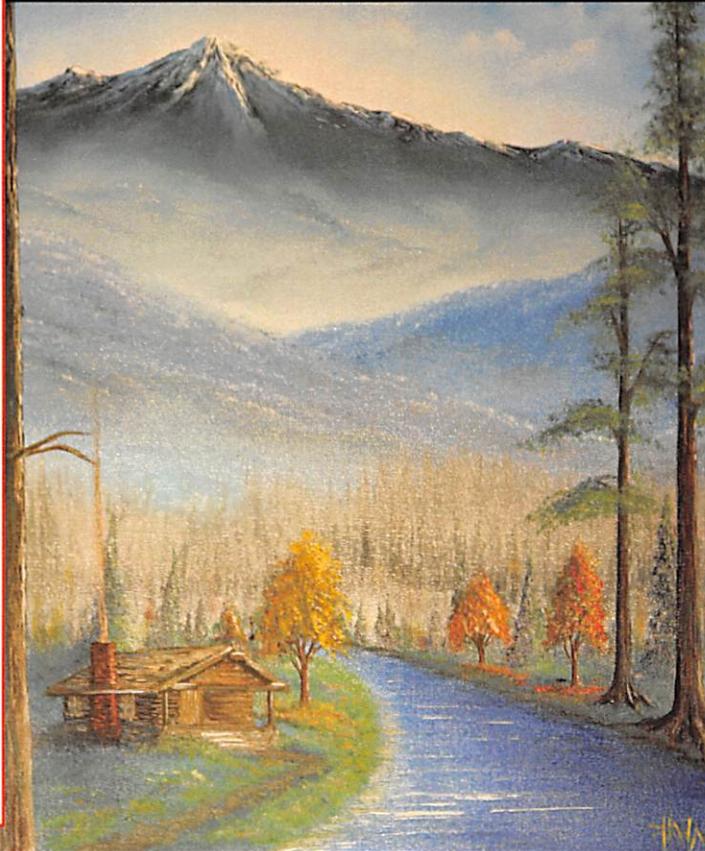
Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757
Email: appellatecourtclerk@tncourts.gov

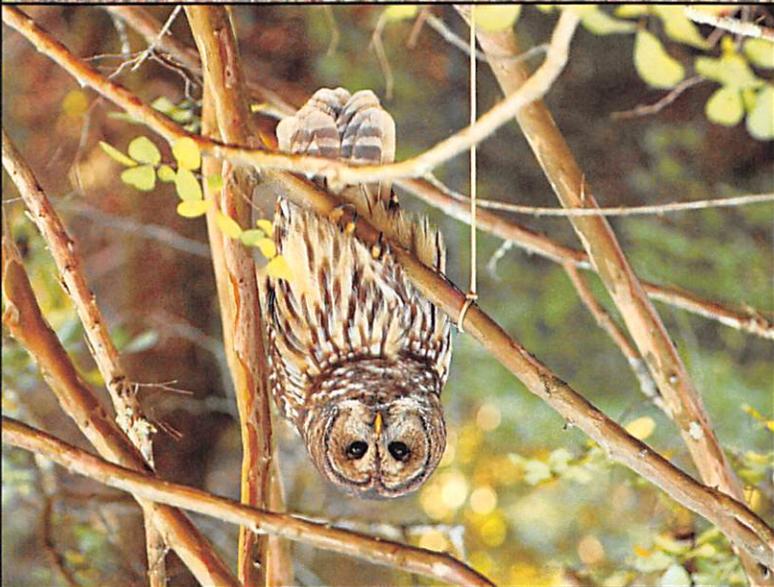
Forwarding Date: 10/15/2020



JEFFREY RYAN FENTON (pro se)

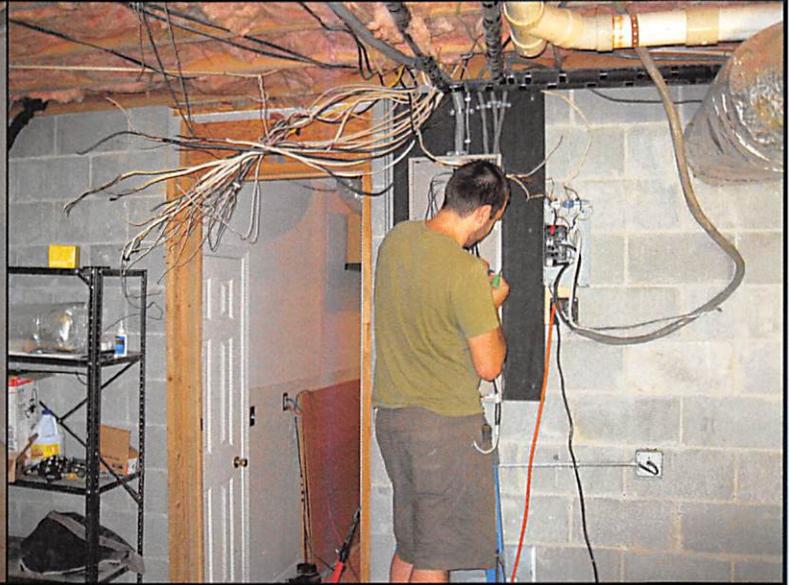
AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.



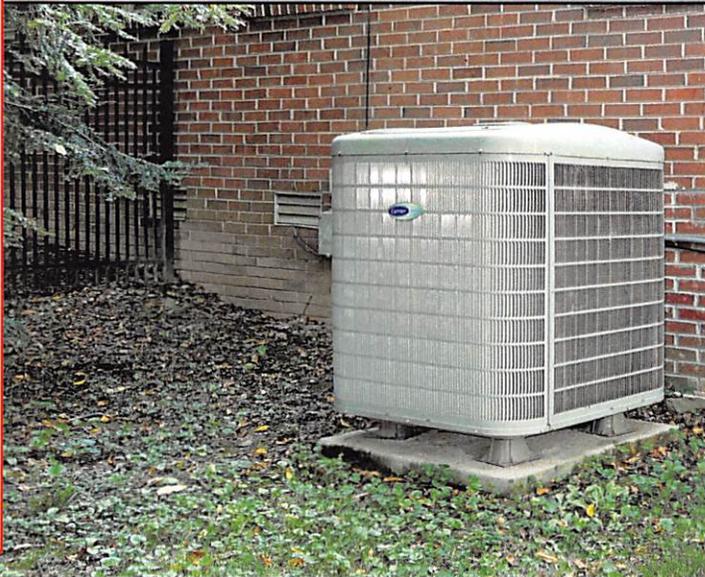
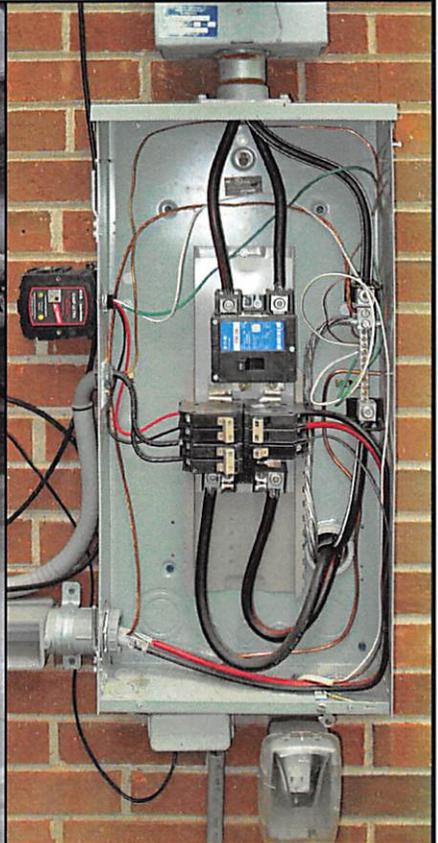


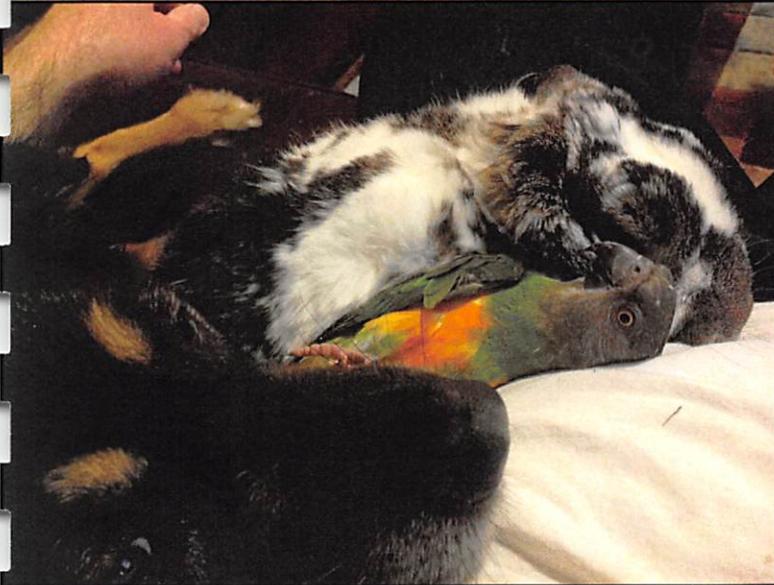
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SUNNY SIDE

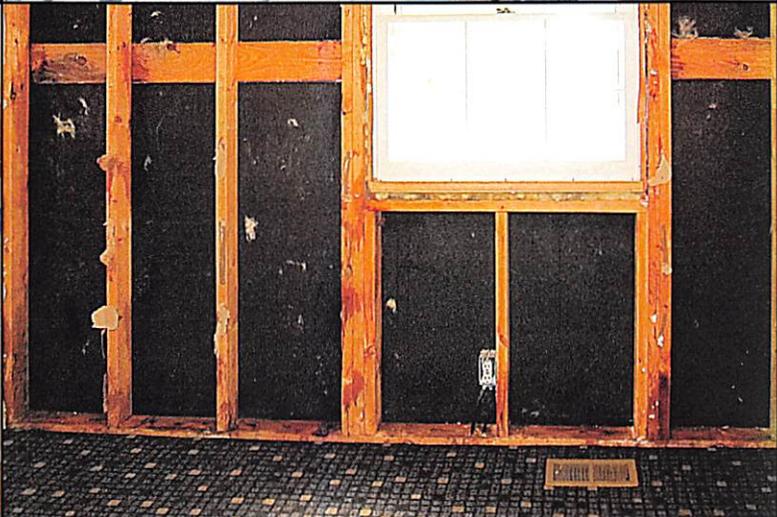
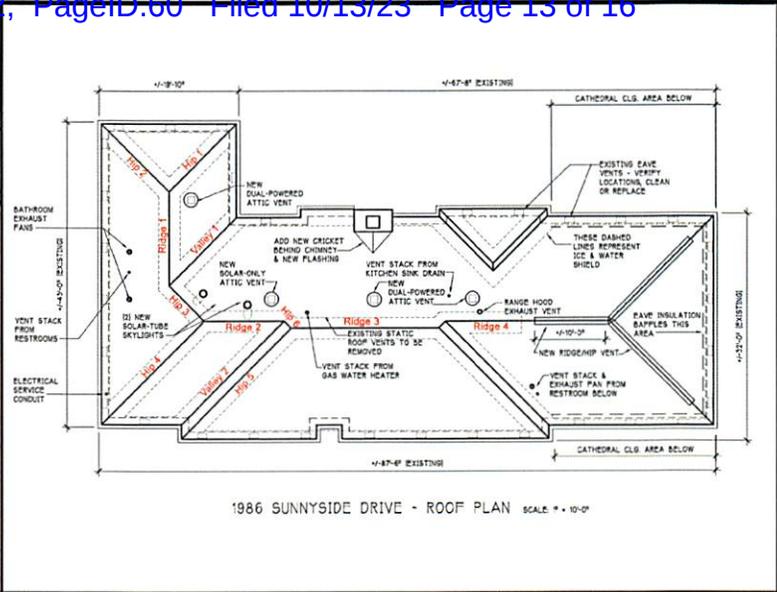


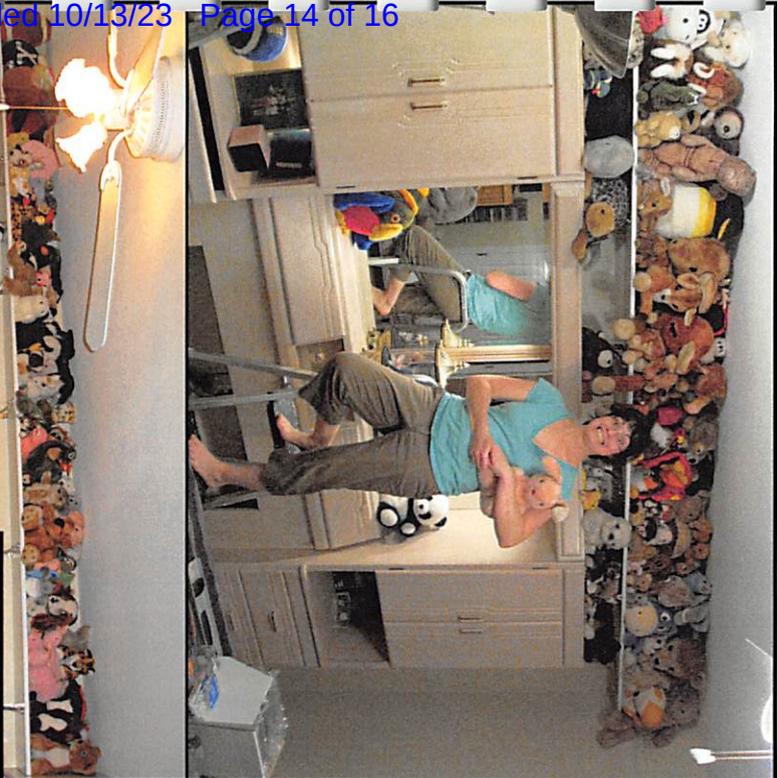
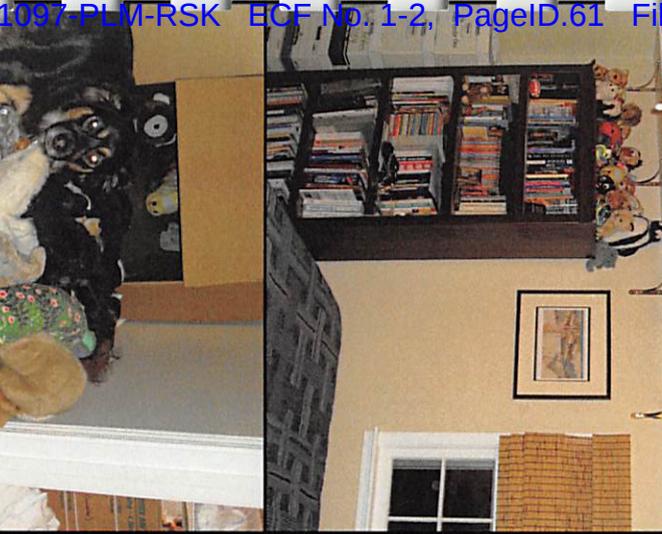
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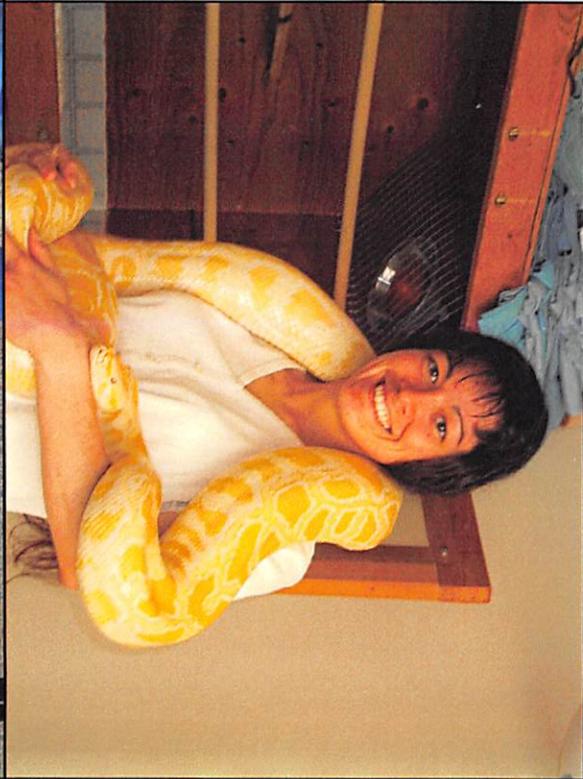
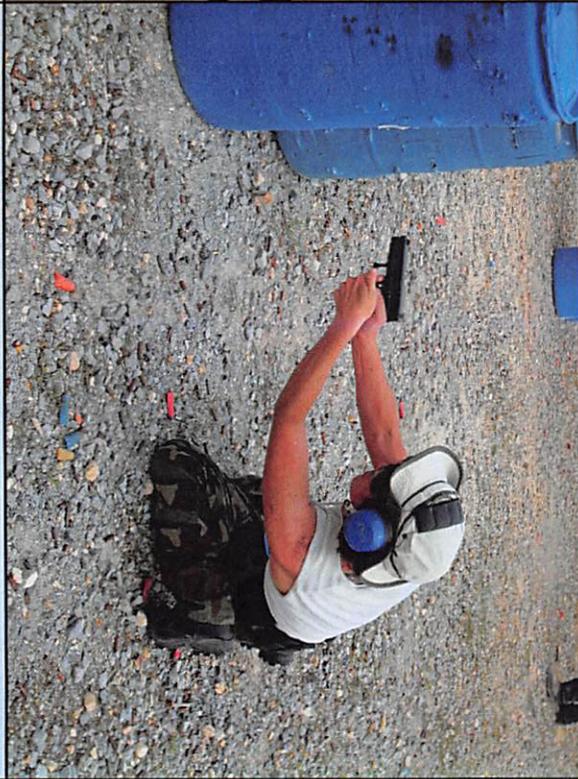
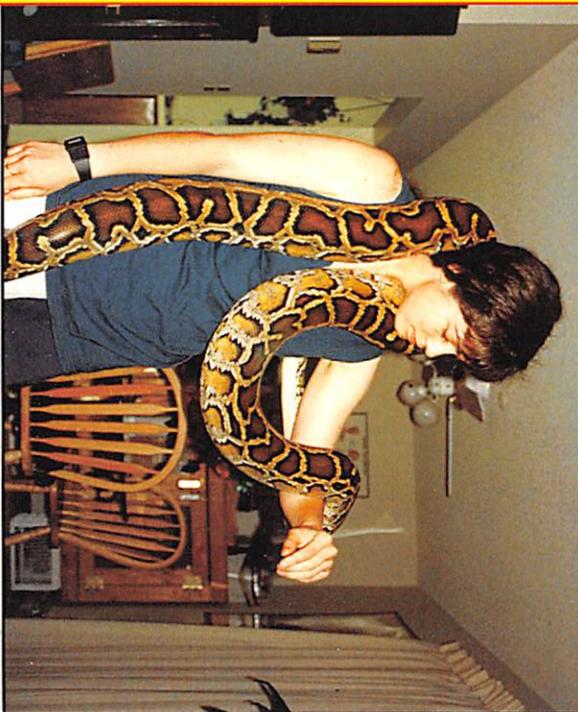


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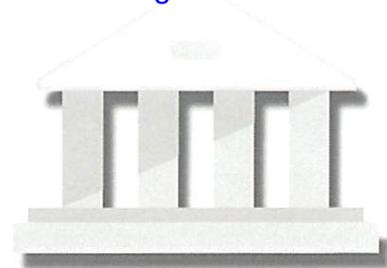




NOT EVERY FEMALE IS FRAIL, WEAK, DEFENSELESS, AND AFRAID; EVEN IF THEY CLAIM TO BE, FOR A STRATEGIC ADVANTAGE DURING A DIVORCE.



PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!



TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.

WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).



3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMANE, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!

APPENDIX-1

The following are individuals who either acted inappropriately, shunned their official duties, or committed crimes against Plaintiff.

Name	Action
Attorney Virginia Lee Story	Committed crimes, violated rules of conduct
Attorney Kathryn Lynn Yarbrough	Committed crimes, violated rules of conduct
Paralegal Heidi Macy	Failed to provide assistance
Judge Michael Weimar Binkley	
Clerk & Master Attorney Elaine Beaty Beeler	
Attorney Mary Elizabeth Maney Ausbrooks	
Attorney Alexander Sergey Koval	
Attorney Henry Edward Hildebrand, III	
Judge Charles M. Walker	
Attorney Samuel Forrest Anderson	
Paralegal Kim Murray	
Broker & Auctioneer Thomas E. Anderson	
Broker & Auctioneer Roy Patrick Marlin	
Judge Frank G. Clement	
Judge Andy Dwane Bennett	
Judge William Neal McBrayer	
Attorney James Michael Hivner	
Attorney John Brandon Coke	
Attorney Sandra Jane Leach Garrett	
Attorney Beverly Phillips Sharpe	

APPENDIX-2

The following are violations of rules of the Tennessee Code of Judicial Conduct committed by Judge Michael Weimar Binkley:

- 1.1 Compliance with the Law (when he asserted jurisdiction over the estate despite the bankruptcy court have original and exclusive jurisdiction; when he violated the ADA;)
- 1.2 Promoting Confidence in the Judiciary (“The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge violated this Code or engaged in other conduct that reflects adversely on the judge’s honesty, impartiality, temperament, or fitness to serve as a judge”)
- 2.2 Impartiality and Fairness (when he violated law; when he prevented Mr. Fenton from explaining his disability; when he declined to act on Mr. Fenton’s answer/counterclaim)
- 2.3 Bias, Prejudice, and Harassment (when commented during the August 1 and 29, 2019, hearings: “Fair is something you do in the fall;” and said Mr. Fenton’s disability “bothers” him and said “But we all have burdens,” making light of Mr. Fenton’s disability.)
- 2.5 Competence, Diligence, and Cooperation (clearly lacking competence when he said during the August 1, 2019, hearing, “are we Chancery or Circuit?” and “Any possibility she could be an innocent spouse? I don't know how that works anymore.”)
- 2.6 Ensuring the Right to be Heard (when he blocked Mr. Fenton from explaining his disability and declined to rule on his answer/counterclaim)
- 2.9 *Ex Parte* Communications (when he had conversations with Story regarding Mr. Fenton’s handwritten note he left at the residence for Ms. Fenton)
- 2.15 Responding to Judicial and Lawyer Misconduct
- 3.10 which states “A judge shall not practice law.” After saying earlier in the August 29, 2019, hearing, “We can't sit here and be your lawyer for you,” judge said to Mr. Fenton, "You're going to sign this contract now." In a best-case scenario: the contract should be void/voidable because Mr. Fenton was forced to sign; worst-case: Judge Binkley was acting as Mr. Fenton’s attorney as he just stated he was not going to do by giving him ”advice” to sign, which is a violation of ethics/judicial canon.

APPENDIX-3

The following is a non-exhaustive list of lies told by Attorney Virginia Lee Story during Plaintiff's matter in the Chancery Court, which are also crimes according to 18 U.S.C. § 157(3) "false or fraudulent representation[s], claim[s], or promise[s]."*

- "already too far along in the bankruptcy process" to save the home, which is not only nonsensical, but contradicts the 180 days the bankruptcy court allegedly gave on April 26, 2019, to sell the home, therefore providing 83 days to salvage the home after she made this statement on August 1, 2019
- Plaintiff "lost" his job, when he actually resigned
- "[Mrs. Fenton] is the owner of the property," when Plaintiff also owned it
- "We never authorized any renters to be in that house," which contradicts email
- "She is paying the second mortgage on the house" ???
- "Mr. Fenton would transfer balances from his credit cards to a credit card in her name," when the reverse was actually true. See exhibit X.
- "obviously he cannot bind a new owner to comply with this lease, so that is a voidable contract." 8-1-19. Not true according the severability clause in it.
- "He's known since March of last year that the house was going on the market, and he signed the lease in April of this year." 8-1-19. She made this comment with no evidence whatsoever. Plaintiff only learned of the house sale/auction on xxx.
- "The bankruptcy was filed April. He knew this was coming down the pike." 8-1-19 No, Plaintiff didn't. See affidavit and emails, etc.
- "Mrs. Fenton filed for divorce back in '18." She filed June 4, 2019.
- "It's been unbelievably difficult just dealing with Mr. Fenton to even get him served." Plaintiff was served June 15, 2019, *a mere 11 days* after filing. Service often takes weeks or months, so this is yet another false statement.

APPENDIX-4

RICO evidence here.

APPENDIX-5

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205
Fax: (615) 373-5165

November 1, 2018

RE: Jeffrey Fenton, DOB: 10/08/1969

To Whom It May Concern:

Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with obsessive concerns over his health.

His symptoms of severe anxiety, obsessive worry, preoccupation with details and rules, perfectionism, inflexibility, and problems with rigidity have all interfered with his ability to hold a job and have a healthy relationship.

I have prescribed medication including Lexapro 40 mg a day, Vyvanse 70 mg a day, Xanax 1 mg every six hours as needed, and Restoril 30 mg at night for chronic insomnia. He also has continued to see Terry Huff, LCSW, in psychotherapy. Despite his compliance with his medication and therapy, his symptoms continue to be disabling.

Please consider Mr. Fenton's severe psychiatric condition in any judgments being made about his ability to work and his ongoing divorce. If you have any questions regarding his treatment or prognosis, please contact me with his permission.

Sincerely,



Richard E. Rochester, M.D.
RER/sde

CLOSED, CONVERTED, MEANSYES, DISCH(D)

**U.S. Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE (Nashville)
Bankruptcy Petition #: 3:19-bk-02693**

APPENDIX - 10-1

Assigned to: Charles M Walker
Chapter 7
Previous chapter 13
Original chapter 13
Voluntary
Asset

Date filed: 04/26/2019
Date converted: 12/06/2019
Date terminated: 03/01/2021
Debtor discharged: 04/15/2020
341 meeting: 01/06/2020
Deadline for objecting to discharge: 03/06/2020
Deadline for financial mgmt. course: 07/26/2019

Debtor disposition: Standard Discharge

Debtor

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027
DAVIDSON-TN
SSN / ITIN: xxx-xx-2065
[REDACTED]
[REDACTED]

represented by **MARY ELIZABETH AUSBROOKS**
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926
615-242-3996
Email: marybeth@rothschildbklaw.com

MARY ELIZABETH AUSBROOKS
(See above for address)

Alexander S. Koval
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S.
Suite 12
Nashville, TN 37212
615 242 3996
Fax : 615 242 2003
TERMINATED: 10/04/2019

Trustee

HENRY EDWARD HILDEBRAND, III
OFFICE OF THE CHAPTER 13 TRUSTEE
PO BOX 340019
NASHVILLE, TN 37203-0019
615 244-1101
TERMINATED: 12/06/2019

Trustee

JOHN C. MCLEMORE
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215
615 383-9495

represented by **JOHN C. MCLEMORE**
LAW OFFICE OF JOHN C.
McLEMORE, PLLC
2000 RICHARD JONES RD., STE.
250
NASHVILLE, TN 37215
615 383-9495

Fax : 615 292-9848
 Email: gmyecfkr@gmylaw.com

U.S. Trustee
US TRUSTEE
 OFFICE OF THE UNITED STATES TRUSTEE
 701 BROADWAY STE 318
 NASHVILLE, TN 37203-3966
 615 736-2254

Filing Date	#	Docket Text
04/26/2019	<u>1</u> (50 pgs)	Chapter 13 Voluntary Petition Individual. Fee Amount is \$310.00. Separately and Contemporaneously, an Application to Pay This Filing Fee in Installments or an Application to Waive Filing Fees is being filed. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>2</u> (5 pgs)	Chapter 13 Plan , and Request for Valuation of Security, and Request for Assumption of Executory Contracts and Unexpired Leases. Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>4</u> (2 pgs)	Application to Pay Filing Fee in Installments Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>5</u> (4 pgs)	Chapter 13 Statement of Current Monthly Income and Calculation of Commitment Period for 5 Years Form 122C-1. Disposable Income Is Determined Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>6</u> (8 pgs)	Chapter 13 Calculation of Disposable Income Form 122C-2 Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>7</u> (1 pg)	Certificate of Credit Briefing for Debtor Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>8</u> (7 pgs; 2 docs)	Certificate of Service mailed on 4/26/2019 on Chapter 13 Plan. (Attachments: # <u>1</u> Chapter 13 Plan) Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) <u>2</u>). (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>9</u> (1 pg)	Order Granting Application to Pay Filing Fees in Installments. Filing fee requested to pay in installments is \$310.00 (RE: Ref Doc # <u>4</u>), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 04/26/2019)

04/29/2019	12 (2 pgs)	Meeting of Creditors Notice. . Meeting of Creditors to be held on 6/11/2019 at 11:00 AM at Customs House, 701 Broadway, Room 100, Nashville, TN 37203. Deadline to file Proof of Claim is 7/5/2019. Deadline to file Government Proof of Claim is 10/23/2019. Written objections to confirmation must be filed by 6/6/2019. Last day to Object to Confirmation 6/11/2019. Last day to File Complaint to Determine Dischargeability of Certain Debts is 8/12/2019. Confirmation hearing to be held on 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/29/2019	10 (1 pg)	Submitted Order for Entry - Direct Pay Order (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/30/2019	11 (1 pg)	Order for Direct Pay Re: First Debtor Signed on 4/30/2019. (slw) (Entered: 04/30/2019)
05/01/2019	13 (2 pgs)	Notice of Appearance and Request for Service pursuant to Rule 2002 Filed on the behalf of: Creditor BANK OF AMERICA, N.A.. (BROWN, NATALIE) (Entered: 05/01/2019)
05/02/2019	14 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 12 Meeting of Creditors Chapter 13) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	15 (6 pgs)	BNC Certificate of Notice. (RE: related document(s) 2 Chapter 13 Plan) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	16 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 11 Order for Direct Pay - BK Order) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/10/2019	17 (20 pgs; 3 docs)	Objection and Notice of: Objection to Claim 1 by Claimant The Internal Revenue Service in the amount of \$15,910.36. . Filed By: MARY ELIZABETH AUSBROOKS on behalf of Fawn ██████████ Fenton. If timely response hearing will be held on 6/19/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/9/2019. (Attachments: # 1 Proposed Order # 2 Exhibit)(AUSBROOKS, MARY) (Entered: 05/10/2019)
05/23/2019	18 (3 pgs)	Objection to Confirmation of Plan . Filed By: NATALIE BROWN on behalf of BANK OF AMERICA, N.A.. The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (BROWN, NATALIE) (Entered: 05/23/2019)
06/04/2019	19 (3 pgs)	Objection to Confirmation of Plan . The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Certificate of

		Service Mailed on June 4, 2019. Filed on the behalf of: Creditor BANCORPSOUTH BANK (RE: related document(s)2). (SPORE, JERRY) (Entered: 06/04/2019)
06/05/2019	20 (2 pgs)	Notice of Withdrawal of <i>Debtor's Objection to Claim of The Internal Revenue Service (ECF Claim #1)</i> . (Related Document(s): 17 Objection and Notice of Objection for Claim filed by Debtor Fawn ██████ Fenton) Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 17). (AUSBROOKS, MARY) (Entered: 06/05/2019)
06/05/2019	21 (3 pgs; 2 docs)	Amended Schedule(s) Schedule I. (Attachments: # 1 Notice of Amended Schedule I) Filed on the behalf of: Debtor Fawn ██████ Fenton (AUSBROOKS, MARY) (Entered: 06/05/2019)
06/12/2019	22 (1 pg)	Submitted Order for Entry - Direct Pay Order <i>AMENDED</i> (RE: related document(s) 11). (HILDEBRAND, HENRY) (Entered: 06/12/2019)
06/13/2019	23 (1 pg)	<i>Amended Order for Direct Pay Re: First Debtor Signed on 6/13/2019.</i> (ko) (Entered: 06/13/2019)
06/13/2019	24 (1 pg)	Motion to Dismiss for Failure to Confirm Plan. Hearing will be held on 7/15/2019 at 8:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s) 2). (HILDEBRAND, HENRY) (Entered: 06/13/2019)
06/13/2019	25 (1 pg)	Objection to Confirmation of Plan and Trustee's Request for Hearing. Hearing will be held on 7/15/2019 at 8:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s) 2). (HILDEBRAND, HENRY) (Entered: 06/13/2019)
06/13/2019	26 (2 pgs)	Exhibit to 341 Meeting of Creditors Record (HILDEBRAND, HENRY) (Entered: 06/13/2019)
06/15/2019	27 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 23 Order for Direct Pay - BK Order) Notice Date 06/15/2019. (Admin.) (Entered: 06/16/2019)
07/15/2019	28	Order Continuing Hearing Re: (related document(s): 24 Dismiss for Failure to Confirm Plan - BK Motion filed by HENRY EDWARD HILDEBRAND) Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (ccm) (Entered: 07/15/2019)
07/15/2019	29	Order Continuing Hearing Re: (related document(s): 18 Objection to Confirmation of the Plan (Creditor) filed by BANK OF AMERICA, N.A.) Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701

		Broadway, Nashville, TN 37203. (ccm) (Entered: 07/15/2019)
07/15/2019	30	Order Continuing Hearing Re: (related document(s): 25 Objection to Confirmation of the Plan and Trustee's Request for Hearing - BK Motion filed by HENRY EDWARD HILDEBRAND) Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (ccm) (Entered: 07/15/2019)
07/15/2019	31	Order Continuing Hearing Re: (related document(s): 19 Objection to Confirmation of the Plan (Creditor) filed by BANCORPSOUTH BANK) Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (ccm) (Entered: 07/15/2019)
07/25/2019	32 (4 pgs)	Submitted Agreed Order <i>Resolving Objection to Confirmation by Bank of America</i> Filed on the behalf of: Trustee HENRY EDWARD HILDEBRAND III (RE: related document(s) 18). (HILDEBRAND, HENRY) (Entered: 07/25/2019)
07/26/2019	33 (1 pg)	Submitted Order <i>Denying Trustee's Motion to Dismiss for Failure to Confirm Plan.</i> Filed on the behalf of: Debtor Fawn ██████████ Fenton (RE: related document(s) 24). (AUSBROOKS, MARY) (Entered: 07/26/2019)
07/29/2019	34 (4 pgs)	<i>Agreed Order Resolving Objection to Confirmation by Bank of America</i> (RE: Related Doc#: 2 , 18). Signed on 7/29/2019. (slw) (Entered: 07/29/2019)
07/29/2019	35 (1 pg)	Notice of Failure to file Financial Management Course Certificate and Potential Closure of Case without discharge. (RE: related document(s) 12 Meeting of Creditors Chapter 13) (slw) (Entered: 07/29/2019)
07/29/2019	36 (1 pg)	Submitted Order for Entry - Direct Pay Order <i>AMENDED</i> (RE: related document(s) 11). (HILDEBRAND, HENRY) (Entered: 07/29/2019)
07/30/2019	37 (7 pgs)	Submitted Order for Entry - Confirmation of Plan (RE: related document(s) 2). (HILDEBRAND, HENRY) (Entered: 07/30/2019)
07/30/2019	38 (1 pg)	<i>Amended Order for Direct Pay Re: First Debtor Signed on 7/30/2019.</i> (slw) (Entered: 07/30/2019)
07/30/2019	39 (7 pgs)	Order Confirming Chapter 13 Plan for Debtor and addressing any related motions , and Request for Valuation of Security, and Request for Assumption of Executory Contracts and Unexpired Leases <i>Confirmed with Changes</i> (RE: Related Doc#: 2 , 18 , 19 , 25 ,). Signed on 7/30/2019. (slw) (Entered: 07/30/2019)

07/31/2019	40 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 35 Notice of Failure to file Financial Management Course) Notice Date 07/31/2019. (Admin.) (Entered: 08/01/2019)
07/31/2019	41 (5 pgs)	BNC Certificate of Notice. (RE: related document(s) 34 Agreed Order Resolving - SA Order) Notice Date 07/31/2019. (Admin.) (Entered: 08/01/2019)
08/01/2019	42 (1 pg)	Order Denying <i>Trustee's</i> Motion to Dismiss Case for Failure to Confirm Plan for Debtor Fawn ██████████ Fenton . (RE: Ref Doc # 24) BY THE COURT: Judge Charles M. Walker (slw) (Entered: 08/01/2019)
08/01/2019	43 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 38 Order for Direct Pay - BK Order) Notice Date 08/01/2019. (Admin.) (Entered: 08/02/2019)
08/01/2019	44 (9 pgs)	BNC Certificate of Notice. (RE: related document(s) 39 Order Confirming Chapter 13 Plan - BK Order (SA)) Notice Date 08/01/2019. (Admin.) (Entered: 08/02/2019)
08/03/2019	45 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 42 Dismiss for Failure to Confirm Plan - BK Order) Notice Date 08/03/2019. (Admin.) (Entered: 08/04/2019)
08/07/2019	46	Receipt of Chapter 13 Filing Fee Installment - \$75.00 by PM. Receipt Number 622488. (admin) (Entered: 08/07/2019)
08/07/2019	47	Receipt of Chapter 13 Filing Fee Installment - \$235.00 by PM. Receipt Number 622489. (admin) (Entered: 08/07/2019)
08/16/2019	48 (1 pg)	Financial Management Course Certificate Filed for Debtor Filed on the behalf of: Trustee HENRY EDWARD HILDEBRAND III. (HILDEBRAND, HENRY) (Entered: 08/16/2019)
09/05/2019	49 (3 pgs)	Notice of Postpetition Mortgage Fees, Expenses, and Charges (Claim # 6) with Certificate of Service Filed by Creditor BANCORPSOUTH BANK Filed By: BANCORPSOUTH BANK. (MASSEY, KIM) (Entered: 09/05/2019)
09/18/2019	50 (3 pgs; 2 docs)	Transfer of Claim Transfer Agreement 3001 (e) 2 Transferor: Bank of America, N.A. (Claim No. 8) To Specialized Loan Servicing LLC Fee Amount is \$25. Filed By: Specialized Loan Servicing LLC. (SURI, MUKTA) (Entered: 09/18/2019)
09/18/2019	51	Receipt of Transfer of Claim(3:19-bk-02693) [claims, trclm] (25.00). Receipt number 15781970. Fee amount \$ 25.00. (re:Doc# 50) (U.S. Treasury) (Entered: 09/18/2019)

09/18/2019	52 (10 pgs; 5 docs)	Expedited Application and Notice to Employ Tommy Anderson of HDN Auction, LLC as Professional. <i>To Employ as Real Estate Agent and Approve Commission.</i> (Attachments: # 1 Affidavit # 2 Exhibit # 3 Exhibit # 4 Exhibit) Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	53 (1 pg)	Expedited Submitted Order <i>Setting Hearing on Debtor's Expedited Motion to Employ Real Estate Agent and Approve Commission.</i> Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 52). (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	54 (5 pgs; 2 docs)	Expedited Motion and Notice to Sell Property Free and Clear of Liens under Section 363(f) - Property description: 1986 Sunnyside Drive, Brentwood, TN Fee Amount is \$181.00. <i>And Personal Property.</i> (Attachments: # 1 Exhibit) Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	55 (1 pg)	Expedited Submitted Order <i>Setting Hearing on Debtor's Expedited Motion to Sell Real Estate and Personal Property.</i> Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 54). (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	56	Receipt of Motion to Sell Property Free and Clear of Liens Under Section 363(f) - BK Motion(3:19-bk-02693) [motion,msellpro] (181.00). Receipt number 15783242. Fee amount \$ 181.00. (re:Doc# 54) (U.S. Treasury) (Entered: 09/18/2019)
09/19/2019	57 (1 pg)	Order Setting Expedited Hearing <i>on Debtor's Motion to Employ Real Estate Agent Tommy Anderson of HDN Auction, LLC and Approve Commission</i> (RE: Related Doc#: 52). Hearing scheduled 9/25/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Signed on 9/19/2019. (slw) (Entered: 09/19/2019)
09/19/2019	58 (1 pg)	Order Setting Expedited Hearing <i>on Debtor's Motion to Sell Real Estate Located at 1986 Sunnyside Drive, Brentwood, TN and Personal Property</i> (RE: Related Doc#: 54). Hearing scheduled 9/25/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Signed on 9/19/2019. (slw) (Entered: 09/19/2019)
09/19/2019	59 (12 pgs; 7 docs)	Certificate of Service mailed on 9/19/2019 <i>on Expedited Motion to Employ Real Estate Agent and Approve Commission with Exhibits and Order Setting Hearing.</i> (Attachments: # 1 Signed Expd. Order setting Hearing # 2 Expd. Motion to Employ Real Estate Agent and Approve Commission # 3 Affidavit # 4 Exhibit # 5 Exhibit # 6 Exhibit) Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 52 , 53 , 57). (AUSBROOKS, MARY)

		(Entered: 09/19/2019)
09/19/2019	60 (9 pgs; 4 docs)	Certificate of Service mailed on 9/19/2019 on Expedited Motion to Sell Real Estate and Personal Property with Exhibit and Order Setting Hearing. (Attachments: # 1 Signed Expd. Order Setting Hearing on Motion to Sell Real Estate # 2 Expd. Motion to Sell Real Estate and Personal Property # 3 Exhibit) Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 54 , 55 , 58). (AUSBROOKS, MARY) (Entered: 09/19/2019)
09/20/2019	61 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 50 Transfer of Claim) Notice Date 09/20/2019. (Admin.) (Entered: 09/20/2019)
09/21/2019	62 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 57 Order Setting Expedited Hearing) Notice Date 09/21/2019. (Admin.) (Entered: 09/21/2019)
09/21/2019	63 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 58 Order Setting Expedited Hearing) Notice Date 09/21/2019. (Admin.) (Entered: 09/21/2019)
09/27/2019	64 (2 pgs)	Expedited Submitted Order <i>Granting Motion to Sell Real Estate and Personal Property</i> Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 54). (KOVAL, ALEXANDER) (Entered: 09/27/2019)
09/27/2019	65 (2 pgs)	Expedited Submitted Order <i>Granting Motion to Employ Real Estate Agent and Approve Commission</i> Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 52). (KOVAL, ALEXANDER) (Entered: 09/27/2019)
09/27/2019	66 (2 pgs)	Order Granting <i>Debtor's Expedited Motion to Sell Property Free and Clear of Liens under Section 363(f) Personal Property and Real Property Located at 1986 Sunnyside Drive, Brentwood, TN</i> (RE: Ref Doc # 54), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 09/27/2019)
09/27/2019	67 (2 pgs)	Order Granting <i>Debtor's Expedited Application to Employ Real Estate Agent Tommy Anderson of HDN Auction, LLC and Approve Commission</i> (RE: Ref Doc # 52), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 09/27/2019)
09/27/2019	68	Employment of Professional - \$200. I certify that I have met the requirements set forth in Administrative Order 18-1, paragraph two, and qualify for the No App Fee. In addition to the No App Fee, I am requesting enhanced compensation for a motion and order authorizing the retention of a realtor, auctioneer or other professional by the debtor relating to the sale of property or representing the interests of the estate in the amount of \$200. The professional to be employed is . I further certify that payment of the fee will not impact the feasibility of the Chapter 13 plan, and

		that such additional fee shall be paid in accordance with the confirmed plan. Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 52 , 67). (AUSBROOKS, MARY) (Entered: 09/27/2019)
09/27/2019	69	Sale of Property - up to \$300. I certify that I have met the requirements set forth in Administrative Order 18-1, paragraph two, and qualify for the No App Fee. In addition to the No App Fee, I am requesting enhanced compensation for a motion and order authorizing the sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of a report of sale (up to \$300). I am seeking fees in the amount of \$. I further certify that payment of the fee will not impact the feasibility of the Chapter 13 plan, and that such additional fee shall be paid in accordance with the confirmed plan. Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 54 , 66). (AUSBROOKS, MARY) (Entered: 09/27/2019)
09/29/2019	70 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 66 Order on Motion to Sell Property Free and Clear of Liens under Section 363(f) - BK Order) Notice Date 09/29/2019. (Admin.) (Entered: 09/29/2019)
09/29/2019	71 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 67 Application to Employ - BK Order) Notice Date 09/29/2019. (Admin.) (Entered: 09/29/2019)
11/22/2019	73 (5 pgs)	Trustee's Notice of Intent to Pay Claims (HILDEBRAND, HENRY) (Entered: 11/22/2019)
12/05/2019	74 (1 pg)	Notice Debtor's Converting Chapter 13 Case to Chapter 7 Fee Amount \$25.00 Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 12/05/2019)
12/05/2019	75 (52 pgs)	Conversion Statements and Schedules Schedules A-J, Filed on the behalf of: Debtor Fawn ██████ Fenton (AUSBROOKS, MARY) (Entered: 12/05/2019)
12/05/2019	76 (9 pgs)	Chapter 7 Means Test Calculation Form 122A-2 Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 12/05/2019)
12/05/2019	77	Receipt of Notice Debtor Converting Chapter 13 Case to Chapter 7 - BK Motion(3:19-bk-02693) [motion,ndcnv13] (25.00). Receipt number 15985834. Fee amount \$ 25.00. (re:Doc# 74) (U.S. Treasury) (Entered: 12/05/2019)
12/06/2019		Case Converted. (RE: related document(s) 74 Notice Debtor Converting Chapter 13 Case to Chapter 7 - BK Motion) (jmw) (Entered: 12/06/2019)

12/06/2019	78 (2 pgs)	Case Converted. Trustee HENRY EDWARD HILDEBRAND III removed from the case. Trustee JOHN C. MCLEMORE added to the case. Meeting of Creditors and Notice Appointment of Interim Trustee - Notice of 341 Meeting: JOHN C. MCLEMORE, is appointed Interim Trustee and designated to preside at the meeting of creditors unless the appointment is rejected within five days. Trustee is deemed covered under existing panel blanket bond until liquid assets exceed \$720,000, Absent election of a Trustee pursuant to 11 U.S.C. Section 341(a), Interim Trustee shall serve Trustee without further appointment or qualification under the same bond.. Meeting of Creditors to be held on 01/06/2020 at 01:00 PM at Customs House, 701 Broadway, Room 100, Nashville, TN 37203. Last day to oppose discharge is 3/6/2020. Last day to File Complaint to Determine Dischargeability of Certain Debts is 3/6/2020. (RE: related document(s) 74 Notice Debtor Converting Chapter 13 Case to Chapter 7 - BK Motion) (jmw) (Entered: 12/06/2019)
12/06/2019	79 (1 pg)	Submitted Order for Entry - Stopping Payroll Deduction Order (RE: related document(s) 11). (HILDEBRAND, HENRY) (Entered: 12/06/2019)
12/08/2019	80 (4 pgs)	BNC Certificate of Notice. (RE: related document(s) 78 Convert Case) Notice Date 12/08/2019. (Admin.) (Entered: 12/09/2019)
12/09/2019	81 (1 pg)	Order Stopping Direct Pay Order Re: First Debtor Signed on 12/9/2019. (slw) (Entered: 12/09/2019)
12/11/2019	82 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 81 Order Stopping Direct Pay Order - BK Order) Notice Date 12/11/2019. (Admin.) (Entered: 12/12/2019)
01/03/2020	83 (3 pgs)	Chapter 13 Trustee's Final Report and Account . (HILDEBRAND, HENRY) (Entered: 01/03/2020)
01/07/2020	84	Meeting of Creditors Held as Scheduled. (MCLEMORE, JOHN) (Entered: 01/07/2020)
01/15/2020	85 (14 pgs; 3 docs)	Motion for Relief from Stay Fee Amount is \$181.00 (Attachments: # 1 Exhibit "A" # 2 Proposed Order) Certificate of Service mailed on January 15, 2020. Filed on the behalf of: Creditor Toyota Motor Credit Corporation. (SPINA, PAUL) (Entered: 01/15/2020)
01/15/2020	86	Receipt of Motion for Relief From Stay - BK Motion(3:19-bk-02693) [motion,mrlfsty] (181.00). Receipt number 16082464. Fee amount \$ 181.00. (re:Doc# 85) (U.S. Treasury) (Entered: 01/15/2020)

01/16/2020	<u>87</u> (2 pgs)	Notice of Preliminary Hearing and Prehearing Order. Movant: TOYOTA MOTOR CREDIT CORP.. Respondent: FAWN [REDACTED] FENTON Hearing scheduled 2/4/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s) <u>85</u>) (lcl) (Entered: 01/16/2020)
01/16/2020	<u>88</u> (1 pg)	As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s') case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate. Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE). (Entered: 01/16/2020)
01/17/2020	<u>89</u> (15 pgs; 3 docs)	Amended Motion for Relief from Stay to <i>attach the Contract Correction Notice</i> (Attachments: # <u>1</u> Exhibit "A" # <u>2</u> Proposed Order) Certificate of Service mailed on January 17, 2020. Filed on the behalf of: Creditor Toyota Motor Credit Corporation (RE: related document(s) <u>85</u>). (SPINA, PAUL) (Entered: 01/17/2020)
01/17/2020	<u>90</u> (2 pgs)	Submitted Agreed Order Filed on the behalf of: Creditor Ascend Federal Credit Union. (HALES, SHEARON) (Entered: 01/17/2020)
01/18/2020	<u>91</u> (3 pgs)	BNC Certificate of Notice. (RE: related document(s) <u>87</u> Notice of Preliminary Hearing) Notice Date 01/18/2020. (Admin.) (Entered: 01/18/2020)
01/19/2020	<u>92</u> (3 pgs)	BNC Certificate of Notice. (RE: related document(s) <u>88</u> UST Statement of Presumed Abuse) Notice Date 01/19/2020. (Admin.) (Entered: 01/19/2020)
01/21/2020	<u>93</u> (2 pgs)	<i>Agreed</i> Order that Debt owed to Ascend Federal Credit Union is Non-Dischargeable -> Non-dischargeable in the amount of \$2990.00 Signed on 1/21/2020. (slw) (Entered: 01/21/2020)
01/21/2020	<u>94</u> (10 pgs; 2 docs)	Amended Schedule(s) Schedule A/B Schedule C. (Attachments: # <u>1</u> Notice of Amended Schedules A/B and C) Filed on the behalf of: Debtor Fawn [REDACTED] Fenton (AUSBROOKS, MARY) (Entered: 01/21/2020)

01/23/2020	95 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 93 Order on Dischargeability of Debt - SA Order) Notice Date 01/23/2020. (Admin.) (Entered: 01/24/2020)
02/03/2020	96 (1 pg)	Trustee's Notice of Assets & Request for Notice to Creditors Deadline to file Proof of Claim is 5/4/2020.. (MCLEMORE, JOHN) (Entered: 02/03/2020)
02/04/2020	97	Order Continuing Hearing Re: (related document(s): 85 Motion for Relief From Stay - BK Motion filed by Toyota Motor Credit Corporation, 87 Notice of Preliminary Hearing) Hearing has been rescheduled for 03/03/2020 at 09:00 AM in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (lel) (Entered: 02/04/2020)
02/06/2020	98 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 96 Trustee's Notice of Assets) Notice Date 02/06/2020. (Admin.) (Entered: 02/07/2020)
02/10/2020	99 (6 pgs)	<i>Trustee's Motion and Notice to Sell Property Free and Clear of Liens under Section 363(f) - Property description: Equity in 2017 Toyota Prius Fee Amount is \$181.00. If timely response hearing will be held on 3/10/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 3/2/2020.</i> Certificate of Service mailed on 2/10/2020. Filed on the behalf of: Trustee JOHN C. MCLEMORE. (MCLEMORE, JOHN) (Entered: 02/10/2020)
02/13/2020	100	Statement of U.S. Trustee's Declination Pursuant to 11 U.S.C. Section 704(b)(2) <i>The United States Trustee declines to file a motion to dismiss under Section 707(b)(2). The income of the Debtor has decreased due to a change in employment. Therefore, the current net disposable income no longer raises the presumption of abuse.</i> (US TRUSTEE). (Entered: 02/13/2020)
02/26/2020	101 (1 pg)	Motion to Delay Discharge Re: to enter into a reaffirmation agreement with Toyota Motor Corporation Certificate of Service mailed on 2/26/2020. Filed on the behalf of: Debtor Fawn ██████████ Fenton. (AUSBROOKS, MARY) (Entered: 02/26/2020)
02/26/2020	102 (1 pg)	Submitted Order <i>Granting Debtor's Motion to Defer Entry of Discharge.</i> Filed on the behalf of: Debtor Fawn ██████████ Fenton (RE: related document(s) 101). (AUSBROOKS, MARY) (Entered: 02/26/2020)
02/27/2020	103 (2 pgs)	Notice of Withdrawal of (Related Document(s): 89 Motion for Relief From Stay - BK Motion filed by Creditor Toyota Motor Credit Corporation) Filed on the behalf of: Creditor Toyota Motor Credit Corporation (RE: related document(s) 89). (SPINA, PAUL) (Entered: 02/27/2020)

02/28/2020	104 (1 pg)	Order Granting <i>Debtor's</i> Motion to Delay Discharge until 3/27/20 to enter a Reaffirmation Agreement with Toyota Motor Corporation (RE: Ref Doc #101), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 02/28/2020)
03/01/2020	105 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 104 Order on Motion to Delay Discharge - BK Order) Notice Date 03/01/2020. (Admin.) (Entered: 03/02/2020)
03/03/2020	106 (1 pg)	Submitted Order to Sell Property Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s) 99). (MCLEMORE, JOHN) (Entered: 03/03/2020)
03/03/2020	107 (1 pg)	Order Granting <i>Trustee's</i> Motion to Sell Property Free and Clear of Liens under Section 363(f) as to Equity in a 2017 Toyota Prius (RE: Ref Doc #99), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 03/03/2020)
03/05/2020	108 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 107 Order on Motion to Sell Property Free and Clear of Liens under Section 363(f) - BK Order) Notice Date 03/05/2020. (Admin.) (Entered: 03/06/2020)
03/19/2020	109 (4 pgs)	Trustee's Report of Sale re: 2-10-2020 Motion to Sell. (MCLEMORE, JOHN) (Entered: 03/19/2020)
03/26/2020	110 (1 pg)	Motion to Delay Discharge Re: Debtor needs Additional Time to enter into a reaffirmation agreement with Toyota Motor Corporation . Certificate of Service mailed on 3/26/2020. Filed on the behalf of: Debtor Fawn ██████ Fenton. (AUSBROOKS, MARY) (Entered: 03/26/2020)
03/26/2020	111 (1 pg)	Submitted Order Granting <i>Debtor's</i> Motion to Defer entry of Discharge. Filed on the behalf of: Debtor Fawn ██████ Fenton (RE: related document(s) 110). (AUSBROOKS, MARY) (Entered: 03/26/2020)
03/27/2020	112 (1 pg)	Order Granting <i>Debtor's</i> Motion to Delay Discharge to File a Reaffirmation Agreement with Toyota Motor Corporation until April 27, 2020 (RE: Ref Doc #110), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 03/27/2020)
03/29/2020	113 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 112 Order on Motion to Delay Discharge - BK Order) Notice Date 03/29/2020. (Admin.) (Entered: 03/29/2020)
04/13/2020	114 (8 pgs)	Reaffirmation Agreement Between Debtor and Toyota Motor Credit Corporation Filed on the behalf of: Creditor Toyota Motor Credit Corporation. (RAFFERTY, JOHN) (Entered: 04/13/2020)
04/15/2020	115 (2 pgs)	Order Discharging debtor. Signed on 4/15/2020. (slw) (Entered: 04/15/2020)

04/17/2020	116 (4 pgs)	BNC Certificate of Notice. (RE: related document(s) 115 Order Discharging Debtor(s) - BK Order (SA)) Notice Date 04/17/2020. (Admin.) (Entered: 04/17/2020)
05/27/2020	117 (8 pgs)	<i>Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of \$See Exhibit . Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on 7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/26/2020.</i> (MCLEMORE, JOHN) (Entered: 05/27/2020)
06/29/2020	118 (1 pg)	Submitted Order <i>Allowing and Disallowing Claims</i> Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s) 117). (MCLEMORE, JOHN) (Entered: 06/29/2020)
06/30/2020	119 (1 pg)	Notice of Hearing on Motion and Notice to Disallow Claim - BK Motion- <i>Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of \$See Exhibit.</i> Hearing scheduled 7/14/2020 at 10:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s) 117) (1el) (Entered: 06/30/2020)
07/02/2020	120 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 119 Notice of Hearing) Notice Date 07/02/2020. (Admin.) (Entered: 07/03/2020)
07/21/2020	121 (8 pgs)	<i>Trustee's Amended Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit re: Claims 6, 7 and 8 in the amount of \$See Exhibit re: Claims 6, 7 and 8 . Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on 9/8/2020 at 10:00 AM via AT&T Conference Line using Call-In Number 1-888-363-4749 and Access Code 7250422#. Responses due by 8/20/2020.</i> (MCLEMORE, JOHN) (Entered: 07/21/2020)
08/24/2020	122 (1 pg)	Submitted Order <i>Allowing and Disallowing Claims</i> Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s) 121). (MCLEMORE, JOHN) (Entered: 08/24/2020)
08/27/2020	123 (1 pg)	Order Granting <i>Trustee's Motion To Disallow Claims /Allowing Claims 1,2,3,4,5 and Disallowing Claims 6,7,8</i> (RE: Ref Doc # 121) (Related Doc#: 117). BY THE COURT: Judge Charles M. Walker (slw) (Entered: 08/27/2020)
08/29/2020	124 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 123 Order on Motion To Disallow Claims - BK Order) Notice Date 08/29/2020. (Admin.) (Entered: 08/29/2020)
09/03/2020	125 (1 pg)	Bill of Costs - JOHN C. MCLEMORE, TRUSTEE - \$ 181.00 - MOTION TO SELL PROPERTY FREE & CLEAR OF LIENS UNDER SECTION 363(F) (Related document(s): 99) (dm) (Entered: 09/03/2020)

09/14/2020	126	Receipt of Motion to Sell 363 (f) Fee - \$181.00 by KH. Receipt Number 625147. (admin) (Entered: 09/14/2020)
10/22/2020	127 (12 pgs)	Chapter 7 Trustee's Final Report, Application for Compensation and Application(s) for Compensation of Professionals (US TRUSTEE). (Entered: 10/22/2020)
10/22/2020	128 (3 pgs)	Summary of Trustee's Final Report and Application for Compensation. (US TRUSTEE). (Entered: 10/22/2020)
10/22/2020	129	The United States Trustee has reviewed the Chapter 7 Trustee's Final Report, Application for Compensation and Application(s) for Compensation of Professionals. (RE: related document(s) 127). (US TRUSTEE). (Entered: 10/22/2020)
10/23/2020	130 (5 pgs)	Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object. If timely response hearing will be held on 12/1/2020 at 10:00 AM via AT&T Conference Line using Call-In Number 1-888-363-4749 and Access Code 7250422#. Responses due by 11/23/2020. (RE: related document(s) 127 Trustee Final Report - Compensation - Proposed Distribution - BK Motion, 128 Summary of Trustee's Final Report., 129 UST Cert - TFR) (slw) (Entered: 10/23/2020)
10/23/2020	131 (1 pg)	Notice of Publication of Summary of Trustee's Final Report (RE: related document(s) 130 Notice of Summary of Trustee's Final Report) (slw) (Entered: 10/23/2020)
10/25/2020	132 (4 pgs)	BNC Certificate of Notice. (RE: related document(s) 131 Notice of Publication of Summary of Trustee's Final Report) Notice Date 10/25/2020. (Admin.) (Entered: 10/26/2020)
11/28/2020	133 (1 pg)	Submitted Order <i>Awarding Trustee Compensation and Expenses</i> Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s) 127). (MCLEMORE, JOHN) (Entered: 11/28/2020)
11/30/2020	134 (1 pg)	Order Granting <i>Trustee's</i> Application for Compensation and Proposed Distribution for JOHN C. MCLEMORE, Trustee, Period: 12/6/2019 to 10/22/2020, Fees awarded: \$1,100.00, Expenses awarded: \$83.69; Awarded on 11/30/2020 (RE: Ref Doc # 127) (Related Doc # 130), BY THE COURT: Judge Charles M. Walker. (slw) (Entered: 11/30/2020)
12/02/2020	135 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 134 Order on Trustee's Final Report - BK Order) Notice Date 12/02/2020. (Admin.) (Entered: 12/03/2020)
01/26/2021	136 (8 pgs)	Chapter 7 Trustee's Final Account, Certification the Estate Has Been Fully Administered and Application of Trustee to be Discharged. (US TRUSTEE). (Entered: 01/26/2021)
01/26/2021	137	The United States Trustee has reviewed the Chapter 7 Trustee's Final Account, Certification the Estate has been Fully Administered and

		Application of Trustee to be Discharged. The United States Trustee does not object to the relief requested. (RE: related document(s) <u>136</u>). (US TRUSTEE). (Entered: 01/26/2021)
03/01/2021	138	Final Decree Issued. Chapter 7 case is closed. The estate of the debtor(s) in this case has been fully administered. The Chapter 7 Trustee is discharged as trustee of this estate and any bond required is cancelled. Signed on 3/1/2021. (slw) (Entered: 03/01/2021)

PACER Service Center			
Transaction Receipt			
04/07/2021 14:06:25			
PACER Login:	[REDACTED]	Client Code:	
Description:	Docket Report	Search Criteria:	3:19-bk-02693 Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Headers: included Format: html Page counts for documents: included
Billable Pages:	12	Cost:	1.20

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

Chapter you are filing under:

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a joint case—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses Debtor 1 and Debtor 2 to distinguish between them. In joint cases, one of the spouses must report information as Debtor 1 and the other as Debtor 2. The same person must be Debtor 1 in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Fawn
 First name

[REDACTED]
 Middle name

Fenton
 Last name and Suffix (Sr., Jr., II, III)

First name

Middle name

Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

Fawn [REDACTED]
Fawn [REDACTED]

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-2065

Debtor 1 **Fawn** [REDACTED] **Fenton**

Case number (if known) _____

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

I have not used any business name or EINs.

I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s) _____

Business name(s) _____

EINs _____

EINs _____

5. Where you live

If Debtor 2 lives at a different address:

[REDACTED]
Brentwood, TN 37027
Number, Street, City, State & ZIP Code

Number, Street, City, State & ZIP Code _____

Davidson
County

County _____

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code _____

Number, P.O. Box, Street, City, State & ZIP Code _____

6. Why you are choosing this district to file for bankruptcy

Check one:

Check one:

- Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.
- I have another reason.
Explain. (See 28 U.S.C. § 1408.)

- Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.
- I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. **The chapter of the Bankruptcy Code you are choosing to file under** *Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)). Also, go to the top of page 1 and check the appropriate box.*

Chapter 7

Chapter 11

Chapter 12

Chapter 13

8. **How you will pay the fee**

I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.

I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).

I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. **Have you filed for bankruptcy within the last 8 years?**

No.

Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____
District _____	When _____	Case number _____

10. **Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?**

No

Yes.

Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	
Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	

11. **Do you rent your residence?**

No. Go to line 12.

Yes. Has your landlord obtained an eviction judgment against you?

No. Go to line 12.

Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

- No. Go to Part 4.
- Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

- No.
 - Yes. What is the hazard? _____
- If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code

Debtor 1 **Fawn** **Fenton**

Case number (if known)

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity. I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability. My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty. I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity. I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability. My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty. I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) _____

Part 6: Answer These Questions for Reporting Purposes

- 16. What kind of debts do you have?**
- 16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- No. Go to line 16b.
- Yes. Go to line 17.
- 16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- No. Go to line 16c.
- Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts
-

- 17. Are you filing under Chapter 7?**
- No. I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?**
- Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- No
- Yes
-

- 18. How many Creditors do you estimate that you owe?**
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |
-

- 19. How much do you estimate your assets to be worth?**
- | | | |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input checked="" type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |
-

- 20. How much do you estimate your liabilities to be?**
- | | | |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input checked="" type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |
-

Part 7: Sign Below

For you I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn ██████████ **Fenton** _____
Fawn ██████████ **Fenton** _____
 Signature of Debtor 2
 Signature of Debtor 1

Executed on April 26, 2019 _____ Executed on _____
 MM / DD / YYYY MM / DD / YYYY

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

For your attorney, if you are represented by one

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

If you are not represented by an attorney, you do not need to file this page.

/s/ Mary Beth Ausbrooks
Signature of Attorney for Debtor

Date **April 26, 2019**
MM / DD / YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996**

Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106Sum
Summary of Your Assets and Liabilities and Certain Statistical Information 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1 Summarize Your Assets

	Your assets Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)	
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$ <u>425,000.00</u>
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$ <u>33,108.50</u>
1c. Copy line 63, Total of all property on Schedule A/B.....	\$ <u>458,108.50</u>

Part 2 Summarize Your Liabilities

	Your liabilities Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)	
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of Schedule D...	\$ <u>306,750.19</u>
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of Schedule E/F.....	\$ <u>0.00</u>
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of Schedule E/F.....	\$ <u>48,941.30</u>
Your total liabilities	\$ <u>355,691.49</u>

Part 3 Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)	
Copy your combined monthly income from line 12 of Schedule I.....	\$ <u>5,845.04</u>
5. Schedule J: Your Expenses (Official Form 106J)	
Copy your monthly expenses from line 22c of Schedule J.....	\$ <u>3,025.00</u>

Part 4 Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
- No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
- Yes
7. **What kind of debt do you have?**
- Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
- Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) _____

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 7,500.00

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

From Part 4 on Schedule E/F, copy the following:

Total claim

9a. Domestic support obligations (Copy line 6a.) \$ 0.00

9b. Taxes and certain other debts you owe the government. (Copy line 6b.) \$ 0.00

9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.) \$ 0.00

9d. Student loans. (Copy line 6f.) \$ 0.00

9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.) \$ 0.00

9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.) +\$ 0.00

9g. **Total.** Add lines 9a through 9f. \$ 0.00

Fill in this information to identify your case and this filing:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____

Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1

1986 Sunny Side Drive

Street address, if available, or other description

Brentwood **TN** **37027-0000**
City State ZIP Code

Williamson
County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$425,000.00	\$425,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Tenants by the Entireties

Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:

Separated Spouse is on Deed only

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$425,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
- Yes

3.1 Make: **Toyota**
 Model: **Prius**
 Year: **2017**
 Approximate mileage: **23,000**
 Other information:

VIN: [REDACTED]

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property?	Current value of the portion you own?
<u>\$16,375.00</u>	<u>\$16,375.00</u>

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
- Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$16,375.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
- Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items

\$1,500.00

1986 Sunny Side Drive Sofa, Entertainment Center, Lounge Chair, Patio Furniture, File Cabinets, Desk, Lamps, Misc. Household Items

\$500.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
- Yes. Describe.....

Cellphone, Laptop, TV, Tablet

\$1,000.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
- Yes. Describe.....

Breyer Horses

\$900.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
- Yes. Describe.....

**Treadmill \$1,000, Weight Set \$200
located at 1986 Sunny Side Drive, Brentwood, TN**

\$600.00

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
- Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101

\$2,700.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
- Yes. Describe.....

Clothing/Shoes/Purse

\$500.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
- Yes. Describe.....

Wedding Ring \$1500 and Costume jewelry

\$1,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

Dog, 2 Bunnies, Fish

\$0.00

14. Any other personal and household items you did not already list, including any health aids you did not list

- No
- Yes. Give specific information.....

**Items in storage
Books, Luggage, Pet Supplies, Christmas Decorations**

\$1,000.00

**2 Aquarium located at 1986 Sunny Side Drive
2 Aquarium located at [REDACTED]**

\$2,000.00

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$12,200.00

Part 4. Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

**Current value of the portion you own?
Do not deduct secured claims or exemptions.**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

- No
- Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

2017 Tax Refund	Federal	\$1,533.50
2018 Tax Refund \$2,158.00 \$668.98 to Separated Spouse remainder used on living expenses	Federal	\$0.00

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.
Company name: _____

Beneficiary: _____

Surrender or refund value: _____

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No

Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____

Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

No
 Yes. Describe each claim.....

35. Any financial assets you did not already list

No
 Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$4,533.50

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

No. Go to Part 6.
 Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

No. Go to Part 7.
 Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

No
 Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2	\$425,000.00	
56. Part 2: Total vehicles, line 5	\$16,375.00	
57. Part 3: Total personal and household items, line 15	\$12,200.00	
58. Part 4: Total financial assets, line 36	\$4,533.50	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
	+	
62. Total personal property. Add lines 56 through 61...	\$33,108.50	Copy personal property total \$33,108.50
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$458,108.50

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 23,000 miles VIN: [REDACTED] <small>Line from <i>Schedule A/B</i>: 3.1</small>	\$16,375.00	<input checked="" type="checkbox"/> \$3,775.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 <small>Line from <i>Schedule A/B</i>: 10.1</small>	\$2,700.00	<input checked="" type="checkbox"/> \$2,700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Clothing/Shoes/Purse <small>Line from <i>Schedule A/B</i>: 11.1</small>	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Cash <small>Line from <i>Schedule A/B</i>: 16.1</small>	\$50.00	<input checked="" type="checkbox"/> \$50.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants <small>Line from <i>Schedule A/B</i>: 17.1</small>	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	\$800.00	<input checked="" type="checkbox"/> \$800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from Schedule A/B: 17.4	\$150.00	<input checked="" type="checkbox"/> \$150.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Federal: 2017 Tax Refund Line from Schedule A/B: 28.1	\$1,533.50	<input checked="" type="checkbox"/> \$525.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

3. **Are you claiming a homestead exemption of more than \$170,350?**
 (Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
 - Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
 - No
 - Yes

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion if any
\$53,967.42	\$425,000.00	\$0.00

2.1 BanCorp South
Creditor's Name

Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin, TN 37067

Number, Street, City, State & Zip Code

Describe the property that secures the claim:
1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
 Contingent
 Unliquidated
 Disputed

Nature of lien. Check all that apply.
 An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) **Home Equity Line of Credit**

Who owes the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

Date debt was incurred _____ Last 4 digits of account number _____

2.2 Bank of America, NA
Creditor's Name

Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa, FL 33634

Number, Street, City, State & Zip Code

Describe the property that secures the claim:
1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
 Contingent
 Unliquidated
 Disputed

Nature of lien. Check all that apply.
 An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) **First Mortgage**

Who owes the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

Date debt was incurred _____ Last 4 digits of account number _____

Debtor 1 **Fawn** **Fenton** Case number (if known) _____
First Name Middle Name Last Name

2.3 Toyota Motor Credit Co. Describe the property that secures the claim: **\$12,600.00** **\$16,375.00** **\$0.00**

Creditor's Name
Attn Officer Manager or Agent
5005 N River Blvd. NE
Cedar Rapids, IA
52411-6634
Number, Street, City, State & Zip Code

2017 Toyota Prius 23,000 miles
VIN: **[REDACTED]**

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed
- Nature of lien.** Check all that apply.
 - An agreement you made (such as mortgage or secured car loan)
 - Statutory lien (such as tax lien, mechanic's lien)
 - Judgment lien from a lawsuit
 - Other (including a right to offset) **PMSI**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred **09/15/2016** Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:
If this is the last page of your form, add the dollar value totals from all pages.
Write that number here:

\$306,750.19
\$306,750.19

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2.
- Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount	
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	Last 4 digits of account number	\$0.00	\$0.00	\$0.00
	When was the debt incurred?				
	Who incurred the debt? Check one.				
	<input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	As of the date you file, the claim is: Check all that apply			
		<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of PRIORITY unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____			

Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.
- Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

4.1

American Express

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 981537

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$9,518.02

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Credit Card**

4.2

Ascend Federal Credit Union

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 1210

Tullahoma, TN 37388

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$17,811.23

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Credit Card**

4.3

Bank of America

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 982238

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$11,793.22

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Credit Card**

Debtor 1 **Fawn** [REDACTED] **Fenton**

Case number (if known) _____

**claims
from Part 1**

- 6b. **Taxes and certain other debts you owe the government**
- 6c. **Claims for death or personal injury while you were intoxicated**
- 6d. **Other.** Add all other priority unsecured claims. Write that amount here.

- 6e. **Total Priority.** Add lines 6a through 6d.

6b. \$ 0.00

6c. \$ 0.00

6d. \$ 0.00

6e.	\$	<u> 0.00</u>
-----	----	---------------------------------

**Total
claims
from Part 2**

- 6f. **Student loans**

- 6g. **Obligations arising out of a separation agreement or divorce that you did not report as priority claims**
- 6h. **Debts to pension or profit-sharing plans, and other similar debts**
- 6i. **Other.** Add all other nonpriority unsecured claims. Write that amount here.

- 6j. **Total Nonpriority.** Add lines 6f through 6i.

6f. \$ 0.00

Total Claim

6g. \$ 0.00

6h. \$ 0.00

6i. \$ 48,941.30

6j.	\$	<u> 48,941.30</u>
-----	----	------------------------------------

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number _____
(if known)

Check if this is an amended filing

Official Form 106G Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

- Do you have any executory contracts or unexpired leases?
 No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
 Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
- List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease <small>Name, Number, Street, City, State and ZIP Code</small>	State what the contract or lease is for
2.1 [REDACTED] c/o Brookside Properties, Inc. 2002 Richard Jones Road, Suite 200-C Nashville, TN 37215	Assume Residential Lease Ends 08/2020

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
 First Name Middle Name Last Name

Debtor 2 (Spouse if, filing) _____
 First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

Check if this is an amended filing

**Official Form 106H
 Schedule H: Your Codebtors**

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- No
- Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.
- Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor
 Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt
 Check all schedules that apply:

3.1 _____
 Name

 Number Street
 City State ZIP Code

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

3.2 _____
 Name

 Number Street
 City State ZIP Code

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

Fill in this information to identify your case:

Debtor 1 **Fawn Fenton**

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number (If known) _____

Check if this is:
 An amended filing
 A supplement showing postpetition chapter 13 income as of the following date:

Official Form 1061
Schedule I: Your Income 12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

	Debtor 1	Debtor 2 or non-filing spouse
1. Fill in your employment information.		
If you have more than one job, attach a separate page with information about additional employers.	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
Include part-time, seasonal, or self-employed work.	Employment status	
Occupation may include student or homemaker, if it applies.	Occupation	
	Employer's name	
	Employer's address	
	How long employed there?	
	Architect	
	Adkisson & Associates, Architects, Inc.	
	3322 West End Ave. Suite 103 Nashville, TN 37203	
	August 2006	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ 7,500.00	\$ N/A
3. Estimate and list monthly overtime pay.	+\$ 0.00	+\$ N/A
4. Calculate gross income. Add line 2 + line 3.	\$ 7,500.00	\$ N/A

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

	For Debtor 1	For Debtor 2 or non-filing spouse	
Copy line 4 here	4. \$ 7,500.00	\$ N/A	
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a. \$ 1,654.96	\$ N/A	
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ N/A	
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ N/A	
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ N/A	
5e. Insurance	5e. \$ 0.00	\$ N/A	
5f. Domestic support obligations	5f. \$ 0.00	\$ N/A	
5g. Union dues	5g. \$ 0.00	\$ N/A	
5h. Other deductions. Specify: _____	5h.+ \$ 0.00	+ \$ N/A	
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 1,654.96	\$ N/A	
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 5,845.04	\$ N/A	
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 0.00	\$ N/A	
8b. Interest and dividends	8b. \$ 0.00	\$ N/A	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ N/A	
8d. Unemployment compensation	8d. \$ 0.00	\$ N/A	
8e. Social Security	8e. \$ 0.00	\$ N/A	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ 0.00	\$ N/A	
8g. Pension or retirement income	8g. \$ 0.00	\$ N/A	
8h. Other monthly income. Specify: _____	8h.+ \$ 0.00	+ \$ N/A	
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 0.00	\$ N/A	
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 5,845.04	+ \$ N/A	= \$ 5,845.04
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____		11. +\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ 5,845.04	Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: _____			

Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
(If known)

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1 Describe Your Household

1. Is this a joint case?

No. Go to line 2.

Yes. Does Debtor 2 live in a separate household?

No

Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? No

Do not list Debtor 1 and Debtor 2. Yes. Fill out this information for each dependent.....

Do not state the dependents names.	Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes

3. Do your expenses include expenses of people other than yourself and your dependents? No Yes

Part 2 Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

	Your expenses	
4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.	4. \$	1,229.00
If not included in line 4:		
4a. Real estate taxes	4a. \$	0.00
4b. Property, homeowner's, or renter's insurance	4b. \$	15.00
4c. Home maintenance, repair, and upkeep expenses	4c. \$	0.00
4d. Homeowner's association or condominium dues	4d. \$	0.00
5. Additional mortgage payments for your residence, such as home equity loans	5. \$	0.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>90.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>100.00</u>
6d. Other. Specify: _____	6d. \$ <u>0.00</u>
7. Food and housekeeping supplies	7. \$ <u>500.00</u>
8. Childcare and children's education costs	8. \$ <u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>89.00</u>
10. Personal care products and services	10. \$ <u>50.00</u>
11. Medical and dental expenses	11. \$ <u>10.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>150.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>50.00</u>
14. Charitable contributions and religious donations	14. \$ <u>25.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>200.00</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: Storage	17c. \$ <u>117.00</u>
17d. Other. Specify: _____	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	19. \$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: Pet Supplies - 1 Dog & 2 Bunnies & Fish	21. +\$ <u>400.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>3,025.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ _____
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>3,025.00</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ <u>5,845.04</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>3,025.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$ <u>2,820.04</u>

24. Do you expect an increase or decrease in your expenses within the year after you file this form?
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

No.
 Yes. Explain here:

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
 First Name Middle Name Last Name

Debtor 2
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
 (if known) _____

Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

No

Yes. Name of person _____

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
 Signature of Debtor 1

X _____
 Signature of Debtor 2

Date April 26, 2019

Date _____

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 107
Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- Married
- Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- No
- Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: May 2011 - April 2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- No
- Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- No
- Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$26,250.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2018)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,108.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
For the calendar year before that: (January 1 to December 31, 2017)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,677.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

5. Did you receive any other income during this year or the two previous calendar years?
 Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- No
- Yes. Fill in the details.

Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?
 No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825* or more?
 No. Go to line 7.
 Yes List below each creditor to whom you paid a total of \$6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.
 * Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**
 During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?
 No. Go to line 7.
 Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634	\$300.00 Monthly Jan, Feb, March, April	\$1,200.00	\$12,600.00	<input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Bank of America, NA Attn: Officer Manager or Agent 4909 Savarese Circle Tampa, FL 33634	\$1,804.78 Jan, Feb, March, April	\$7,219.12	\$240,182.77	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
BanCorp South Attn: Officer Manager or Agent 914 Murfreesboro Road Franklin, TN 37067	Jan \$263.56 Feb \$275.01 March \$275.01 April \$275.01	\$1,088.59	\$53,967.42	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
Chase Card Attn: Officer Manager or Agent PO Box 15298 Wilmington, DE 19850	Jan \$268.01 Feb, March \$100.00 each April \$429.10	\$897.11	\$0.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
Ascend Federal Credit Union Attn: Officer Manager or Agent PO Box 1210 Tullahoma, TN 37388	Jan \$354.00 Feb \$350.00 March \$265.00 April \$262.00	\$1,181.00	\$17,811.23	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
Capital One Bank USA NA Attn: Officer Manager or Agent PO Box 30281 Salt Lake City, UT 84130-0281	Jan \$450.00 Feb \$250.00 March \$350.00	\$1,050.00	\$9,818.83	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No
 Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
Mark ██████ 24176 Elrond Lane Lake Forest, CA 92630	March 17, 2018	\$5,659.80	\$0.00	Loan repayment

Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**
 Include payments on debts guaranteed or cosigned by an insider.

- No
- Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
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Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- No
- Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	Divorce Proceeding	Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
 Check all that apply and fill in the details below.

- No. Go to line 11.
- Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
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11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- No
- Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
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12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- No
- Yes

Part 5: List Certain Gifts and Contributions

13. **Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?**

- No
- Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address: Walden's Puddle Wildlife Rehab PO Box 641 Joelton, TN 37080	\$25.00 Monthly	2016 - Present	\$250.00
Person's relationship to you:			

Debtor 1 **Fawn Fenton**

Case number (if known)

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No
- Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
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Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No
- Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of Schedule A/B: Property.	Date of your loss	Value of property lost
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Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
- Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc.	Credit Counseling	04/01/2019	\$15.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?

Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?

Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	2003 Buick LeSabre	None	January 2019

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 5

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Best Case Bankruptcy

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

beneficiary? (These are often called *asset-protection devices*.)

- No
- Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
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Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred? Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- No
- Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No
- Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No
- Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	Fawn [REDACTED] Fenton [REDACTED] Brentwood, TN 37027	Books, Luggage, Pet Supplies, Christmas decorations	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No
- Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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Debtor 1 **Fawn** [REDACTED] **Fenton**

Case number (if known)

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Fill in the details.

Name of site	Governmental unit	Environmental law, if you	Date of notice
Address (Number, Street, City, State and ZIP Code)	Address (Number, Street, City, State and ZIP Code)	know it	

25. Have you notified any governmental unit of any release of hazardous material?

- No
- Yes. Fill in the details.

Name of site	Governmental unit	Environmental law, if you	Date of notice
Address (Number, Street, City, State and ZIP Code)	Address (Number, Street, City, State and ZIP Code)	know it	

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Fill in the details.

Case Title	Court or agency	Nature of the case	Status of the case
Case Number	Name		
	Address (Number, Street, City, State and ZIP Code)		

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- A member of a limited liability company (LLC) or limited liability partnership (LLP)
- A partner in a partnership
- An officer, director, or managing executive of a corporation
- An owner of at least 5% of the voting or equity securities of a corporation

- No. None of the above applies. Go to Part 12.
- Yes. Check all that apply above and fill in the details below for each business.

Business Name	Describe the nature of the business	Employer Identification number
Address (Number, Street, City, State and ZIP Code)	Name of accountant or bookkeeper	Do not include Social Security number or ITIN.
		Dates business existed

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No
- Yes. Fill in the details below.

Name _____ Date Issued _____
 Address _____
 (Number, Street, City, State and ZIP Code)

Part 12. Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ **Fawn [REDACTED] Fenton**
Fawn [REDACTED] Fenton
 Signature of Debtor 1

 Signature of Debtor 2

Date **April 26, 2019**

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No
- Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7: Liquidation

\$245	filing fee
\$75	administrative fee
+ \$15	trustee surcharge
\$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

- most taxes;
- most student loans;
- domestic support and property settlement obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$550	administrative fee
	\$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	<u>\$275</u>	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	<u>\$310</u>	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts.

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days **before** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

B2030 (Form 2030) (12/15)

**United States Bankruptcy Court
Middle District of Tennessee**

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No.

Chapter **13**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	4,250.00
Prior to the filing of this statement I have received	\$	0.00
Balance Due	\$	4,250.00

2. The source of the compensation paid to me was:

Debtor Other (specify):

3. The source of compensation to be paid to me is:

Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]

Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 26, 2019

Date

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Signature of Attorney

Rothschild & Ausbrooks PLLC

1222 16th Avenue South, Suite 12

Nashville, TN 37212-2926

(615) 242-3996 Fax: (615) 242-2003

notice@rothschildbklaw.com

Name of law firm

RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 CLIENTS AND ATTORNEYS

It is important for clients who file a bankruptcy case under Chapter 13 to understand their rights and responsibilities. It is also important that the clients know what their attorney’s responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Clients should also know that they may expect certain services to be performed by their attorney. The below guidelines provided by the Court are hereby agreed to by the clients and their attorneys.

CLIENT

The attorney and client acknowledge that they have discussed the obligation of the client to:

Before the case is filed:

1. Provide the attorney with complete and accurate financial information, including all debts owed, all property owned, an accurate, current and projected budget, copies of all required tax returns or transcripts from the IRS, and 6 months of pay stubs.
2. Inform the attorney of any prior bankruptcies and the outcome of those proceedings.
3. Discuss with the attorney the client’s reasons and objectives for filing the case.
4. Review the complete bankruptcy petition (including all schedules and statements) upon its receipt and promptly advise the attorney of any errors, omissions, or changes which need to be made.

After the case is filed:

1. Pay the Trustee within 30 days of filing.
2. Keep the trustee and attorney informed of the client’s address, telephone number and employment.
3. Inform the attorney of any wage garnishment or attachment of assets which occurs or continues after the case is filed.
4. Review the Confirmation Order when received, and advise the attorney if the client has questions about which creditors are being paid and how much or if the client has questions about anything the debtor must do.
5. Review the Trustee’s Notice of Intent to Pay Claims when received, and advise the attorney of any filed claim that appears to be improper or excessive, or any creditor who has not filed a proof of claim but the client wants to make sure is paid.
6. Insure all property of the estate, including maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases.
7. Contact the attorney promptly if the client loses his/her job, becomes ill, experiences a budget change, or is otherwise unable to make plan payments.
8. Inform the attorney if any tax refunds the client is entitled to are seized or not returned to the client by the IRS.
9. Provide the documentation/information requested by attorney for the attorney to file necessary post-petition motions (tax returns, pay stubs, amended budget).

10. Contact the attorney before buying, refinancing, or selling real property or a motor vehicle or before entering into any loan agreements to find out what approvals are required, including retaining a real estate agent or listing property for sale.
11. Contact the attorney if the debtor receives an inheritance.
12. Contact the attorney if the client is sued during the case.
13. Contact the attorney if the client has any potential lawsuits against another person or company after the bankruptcy is filed.
14. Attend a financial management workshop no later than the due date of the last scheduled plan payment.
15. Open and read all mail from the attorney, Trustee, or Bankruptcy Court.

ATTORNEY

The attorney has agreed to accept a flat fee of \$ 9250 for all aspects of the bankruptcy case except for services excluded from the flat fee (described below). For some of the excluded services, the attorney has agreed to limit the fees to amounts set by the Bankruptcy Court for the specific services. For the remaining excluded services, the attorney may request additional fees on an hourly basis in accordance with the agreement between the attorney and the client.

Fees shall be paid by the Trustee through the plan unless otherwise ordered. The attorney may not receive fees directly from the client other than the initial retainer, unless paid by a third party, in which event such payment must be fully disclosed to the Bankruptcy Court. Any fee must be agreed upon by the client and the attorney, and approved by the court.

Services included in the flat fee. The services the attorney agrees to provide for the flat fee include:

1. Meet with the client to review the client’s debts, assets, liabilities, income, and expenses. Request appropriate financial information, including credit reports and information on any mortgage debt or support obligation.
2. Conduct necessary due diligence regarding any prior bankruptcies involving the client.
3. Counsel the client regarding the advisability of filing a bankruptcy and whether filing either a Chapter 7 or Chapter 13 case would assist in meeting the client’s objectives; discuss procedures in both Chapter 7 and Chapter 13 with the client, and answer the client’s questions.
4. Explain what payments will be made directly by the client and what payments will be made through the client’s Chapter 13 plan.
5. Explain to the client how, when, and where to make the Chapter 13 plan payments, including advising the client that the first plan payment must be made to the Trustee no later than 30 days after the case is filed.
6. Explain to the client how the attorney’s fees and trustee’s fees are paid, providing a signed copy of the contract between the client and the attorney and a copy of this Rights and Responsibilities to the debtor.

7. Advise the client of the requirement to attend the 341 Meeting of Creditors, arriving early, and instruct the client as to the date, time, and place of the meeting. Advise the client to bring a copy of the petition and the schedules and statements to the Meeting.
8. Advise the client of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases and advise the client of the duty to insure all property of the estate.
9. Timely prepare and file the client's petition, plan, statements, and schedules.
10. Ensure that if the plan includes a motion to void liens, that the collateral is identified and an exemption is claimed.
11. Ensure proper notice and service of the plan.
12. Appear at the 341 Meeting of Creditors with the client.
13. Review all documents filed in the case and all communications concerning the case.
14. Respond to objections to plan confirmation and, where necessary, prepare an amended plan, and appear at the confirmation hearing.
15. Explain that a plan may be modified after confirmation and, where needed, prepare, file, and serve necessary modifications to the plan which may include suspending, lowering, or increasing plan payments.
16. Prepare, file, and serve necessary amended statements and schedules in accordance with information provided by the client.
17. Review the confirmation order and the Trustee's notice of intent to pay claims.
18. If necessary, object to improper or invalid claims based upon information provided by the client.
19. File claims for creditors when the client's goals and interests are served by such filing.
20. Respond to client communications, advising the client of the best and most efficient means of communications.
21. File notice of change of employment/change of address.
22. Represent the client in connection with all motions filed in the bankruptcy case, other than those listed in the excluded services below.
23. Where appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.

Additional services requiring additional limited fees. The following services are not included in the flat fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, for additional compensation based on a fee schedule approved by the Court. The maximum additional fee for work performed in connection with obtaining the necessary Court approval for certain activities is indicated below:

1. Mortgage loan modification of the claim secured by the debtor's principal residence – up to \$500
2. Substitution of collateral – up to \$400.
3. Retention of a realtor, auctioneer or other professional relating to the sale of property or representing the interests of the estate – up to \$200
4. Sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of any necessary report of the sale – up to \$300.

- 5. Retention of special counsel relating to collecting or pursuing a cause of action in a different judicial forum and that results in the filing of a motion and order authorizing the approval of a settlement of such litigation – up to \$300.

Additional services on an hourly basis. The following services are not included in the flat fee and are not covered by any specific cap on fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, but may charge an hourly rate for the work performed – subject to Court approval:

- 1. Motions for sanctions or contempt.
- 2. Representation at a Rule 2004 examination.

Services the attorney has not agreed to provide. The attorney has not agreed to represent the client in any adversary proceeding or certain contested matters placed on an “adversary track” by order of the Court, unless the details of such separate litigation representation are spelled out in an addendum to this agreement or in a separate supplemental contract. The client will be fully apprised of any such anticipated litigation that would not be covered by this agreement.

Effective Date: 4-24-19

Rothschild & Ausbrooks, PLLC

By: [Signature]

[Signature]
CLIENT Fawn Fenton

CLIENT (if joint)

**United States Bankruptcy Court
Middle District of Tennessee**

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No.
Chapter

13

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: **April 26, 2019**

/s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor

FAWN [REDACTED] FENTON

[REDACTED]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN EXPRESS
ATTN: OFFICER MANAGER OR AGENT
PO BOX 981537
EL PASO TX 79998

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
914 MURFREESBORO ROAD
FRANKLIN TN 37067

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BANK OF AMERICA, NA
ATTN: OFFICER MANAGER OR AGENT
4909 SAVARESE CIRCLE
TAMPA FL 33634

CAPITAL ONE BANK USA NA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 30281
SALT LAKE CITY UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
5005 N RIVER BLVD. NE
CEDAR RAPIDS IA 52411-6634

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530


C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

Debtor **Fawn ██████ Fenton**
 United States Bankruptcy Court for the MIDDLE DISTRICT OF TENNESSEE Check if this is an amended plan
 [Bankruptcy district]
 Case number: _____

Chapter 13 Plan

Part 1 Notices

To Debtor(s): This form sets out options that are appropriate in some cases but not in others. The presence of an option does not indicate that the option is appropriate in your circumstances.

To Creditors: Your rights are affected by this plan. Your claim may be reduced, modified, or eliminated.

If you oppose the treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 5 days before the meeting of creditors or raise an objection on the record at the meeting of creditors. The Bankruptcy Court may confirm this plan without further notice if no timely objection to confirmation is made. In addition, a timely proof of claim must be filed before your claim will be paid under the plan.

Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is not checked as "Included" or if both boxes are checked, the provision will not be effective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in § 3.2, which may result in partial payment or no payment to the secured creditor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 9.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
<input checked="" type="checkbox"/> Debtor 1	\$595.00	Semi-Monthly	60 months	<input checked="" type="checkbox"/> Debtor will make payment directly to trustee
<input type="checkbox"/> Debtor 2				<input type="checkbox"/> Debtor consents to payroll deduction from:

2.2 Income tax refunds.

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income refunds as follows:

2.3 Additional payments.

Check one.

- None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is \$100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

Debtor Fawn ██████ Fenton Case number _____

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		

3.2 Request for valuation of security and claim modification. Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced. **The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.**

For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Debtor		Fawn ██████ Fenton		Case number			
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

100.00 % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor Fawn [REDACTED] Fenton Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

- e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)
- f. Disbursements to claims allowed under § 1305 (§ 5.5)

Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:

Check the applicable box:

Debtor Fawn [REDACTED] Fenton Case number _____

plan confirmation.
 other: Entry of Discharge

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ \$25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrearages shall include all sums designated as pre-petition arrearages in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrear claim noted above.

Part 10: Signatures:

X /s/ Mary Beth Ausbrooks Date April 26, 2019
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn [REDACTED] Fenton Date April 26, 2019
Fawn [REDACTED] Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

Fill in this information to identify your case

Debtor 1	Fawn	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

Check if this an amended filing

Official Form 103A
Application for Individuals to Pay the Filing Fee in Installments

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information.

Part 1: Specify Your Proposed Payment Timetable

1. Which chapter of the Bankruptcy Code are you choosing to file under?
- Chapter 7
 - Chapter 11
 - Chapter 12
 - Chapter 13

2. You may apply to pay the filing fee in up to four installments. Fill in the amounts you propose to pay and the dates you plan to pay them. Be sure all dates are business days. Then add the payments you propose to pay.

You propose to pay...

With the filing of the petition
 On or before this date..... MM / DD / YYYY

\$ 0.00 On or before this date..... MM / DD / YYYY

(X) or, balance to be paid through plan by Chapter 13 Trustee.

\$ _____ On or before this date..... MM / DD / YYYY

+ \$ _____ On or before this date..... MM / DD / YYYY

You must propose to pay the entire fee no later than 120 days after you file this bankruptcy case. If the court approves your application, the court will set your final payment timetable.

Total \$ **310.00** Your total must equal the entire fee for the chapter you checked in line 1.

Part 2: Sign Below

By signing here, you state that you are unable to pay the full filing fee at once, that you want to pay the fee in installments, and that you understand that:

- You must pay your entire filing fee before you make any more payments or transfer any more property to an attorney, bankruptcy petition preparer, or anyone else for services in connection with your bankruptcy case.
- You must pay the entire fee no later than 120 days after you first file for bankruptcy, unless the court later extends your deadline. Your debts will not be discharged until your entire fee is paid.
- If you do not make any payment when it is due, your bankruptcy case may be dismissed, and your rights in other bankruptcy proceedings may be affected.

X <u>/s/ Fawn Fenton</u> Fawn Fenton Signature of Debtor 1	X _____ Signature of Debtor 2	X <u>/s/ Mary Beth Ausbrooks</u> Mary Beth Ausbrooks Your attorney's name and signature, if you used one
Date <u>April 26, 2019</u> MM / DD / YYYY	Date _____ MM / DD / YYYY	Date <u>April 26, 2019</u> MM / DD / YYYY

Fill in this information to identify the case:

Debtor 1	Fawn	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:		MIDDLE DISTRICT OF TENNESSEE	
Case number (if known)	_____		
Chapter filing under:	<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input checked="" type="checkbox"/> Chapter 13		

Order Approving Payment of Filing Fee in Installments

After considering the *Application for Individuals to Pay the Filing Fee in Installments* (Official Form 103A), the court orders that:

- The debtor(s) may pay the filing fee in installments on the terms proposed in the application.
- The debtor(s) must pay the filing fee according to the following terms:

You must pay...	On or before this date...
\$ _____	_____
	Month / day / year
\$ _____	_____
	Month / day / year
\$ _____	_____
	Month / day / year
+ \$ _____	_____
	Month / day / year
Total	
\$ _____	

Until the filing fee is paid in full, the debtor(s) must not make any additional payment or transfer any additional property to an attorney or to anyone else for services in connection with this case.

_____ **By the court:** _____
 Month / day / year United States Bankruptcy Judge

Fill in this information to identify your case

Debtor 1 **Fawn [REDACTED] Fenton**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: **Middle District of Tennessee**

Case number _____
(if known)

Check as directed in lines 17 and 21.

According to the calculations required by this Statement:

1. Disposable income is not determined under 11 U.S.C. § 1325(b)(3).

2. Disposable income is determined under 11 U.S.C. § 1325(b)(3).

3. The commitment period is 3 years.

4. The commitment period is 5 years.

Check if this is an amended filing

Official Form 122C-1 Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

Part 1: Calculate Your Average Monthly Income

1. What is your marital and filing status? Check one only.
- Not married. Fill out Column A, lines 2-11.
- Married. Fill out both Columns A and B, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 7,500.00	\$ 0.00
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Do not include payments from a spouse. Do not include payments you listed on line 3.	\$ 0.00	\$ 0.00
5. Net income from operating a business, profession, or farm	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00
6. Net income from rental and other real property	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) _____

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
7. Interest, dividends, and royalties	\$ 0.00	\$ 0.00
8. Unemployment compensation	\$ 0.00	\$ 0.00
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ 0.00	
For your spouse	\$ 0.00	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ 0.00	\$ 0.00
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.	\$ 0.00	\$ 0.00
_____	\$ 0.00	\$ 0.00
_____	\$ 0.00	\$ 0.00
Total amounts from separate pages, if any.	+ \$ 0.00	\$ 0.00
11. Calculate your total average monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ 7,500.00	+ \$ 0.00 = \$ 7,500.00
		Total average monthly income

Part 2: Determine How to Measure Your Deductions from Income

12. Copy your total average monthly income from line 11. \$ 7,500.00

13. Calculate the marital adjustment. Check one:

You are not married. Fill in 0 below.

You are married and your spouse is filing with you. Fill in 0 below.

You are married and your spouse is not filing with you.

Fill in the amount of the income listed in line 11, Column B, that was NOT regularly paid for the household expenses of you or your dependents, such as payment of the spouse's tax liability or the spouse's support of someone other than you or your dependents. Below, specify the basis for excluding this income and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page.

If this adjustment does not apply, enter 0 below.

\$ _____		\$ _____
\$ _____		\$ _____
+\$ _____		+\$ _____
Total	\$ 0.00	Copy here=> - 0.00

14. **Your current monthly income.** Subtract line 13 from line 12. \$ 7,500.00

15. Calculate your current monthly income for the year. Follow these steps:

15a. Copy line 14 here=> \$ 7,500.00

Multiply line 15a by 12 (the number of months in a year). x 12

15b. The result is your current monthly income for the year for this part of the form. \$ 90,000.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period **10/01/2018** to **03/31/2019**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: **Adkisson & Associates**

Constant income of **\$7,500.00** per month.

Fill in this information to identify your case.

Debtor 1 Fawn [REDACTED] Fenton

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number _____
(if known)

Check if this is an amended filing

Official Form 122C-2

Chapter 13 Calculation of Your Disposable Income

04/19

To fill out this form, you will need your completed copy of *Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period* (Official Form 122C-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form, include the line number to which additional information applies. On the top any additional pages, write your name and case number (if known).

Part 1: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not include any operating expenses that you subtracted from income in lines 5 and 6 of Form 122C-1, and do not deduct any amounts that you subtracted from your spouse's income in line 13 of Form 122C-1.

If your expenses differ from month to month, enter the average expense.

Note: Line numbers 1-4 are not used in this form. These numbers apply to information required by a similar form used in chapter 7 cases.

5. The number of people used in determining your deductions from income

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household.

1

National Standards You must use the IRS National Standards to answer the questions in lines 6-7.

6. Food, clothing, and other items: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items. \$ 647.00

7. Out-of-pocket health care allowance: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories—people who are under 65 and people who are 65 or older—because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

People who are under 65 years of age

7a. Out-of-pocket health care allowance per person \$ 52
 7b. Number of people who are under 65 X 1
 7c. **Subtotal.** Multiply line 7a by line 7b. \$ 52.00 Copy here=> \$ 52.00

People who are 65 years of age or older

7d. Out-of-pocket health care allowance per person \$ 114
 7e. Number of people who are 65 or older X 0
 7f. **Subtotal.** Multiply line 7d by line 7e. \$ 0.00 Copy here=> \$ 0.00

7g. **Total.** Add line 7c and line 7f \$ 52.00 Copy total here=> \$ 52.00

Local Standards You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- Housing and utilities - Insurance and operating expenses
- Housing and utilities - Mortgage or rent expenses

To answer the questions in lines 8-9, use the U.S. Trustee Program chart. To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. **Housing and utilities - Insurance and operating expenses:** Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. \$ 490.00

9. **Housing and utilities - Mortgage or rent expenses:**

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses. \$ 1,447.00

9b. Total average monthly payment for all mortgages and other debts secured by your home.
 To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Next divide by 60.

Name of the creditor	Average monthly payment
-NONE-	\$ _____

9b. Total average monthly payment \$ 0.00 Copy here=> -\$ 0.00 Repeat this amount on line 33a.

9c. Net mortgage or rent expense.

Subtract line 9b (total average monthly payment) from line 9a (mortgage or rent expense). If this number is less than \$0, enter \$0.

\$ 1,447.00 Copy here=> \$ 1,447.00

10. If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim. \$ 0.00

Explain why: _____

Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

11. **Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

- 0. Go to line 14.
- 1. Go to line 12.
- 2 or more. Go to line 12.

12. **Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area. \$ 196.00

13. **Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

Vehicle 1 Describe Vehicle 1: 2017 Toyota Prius 23,000 miles VIN: ██████████

13a. Ownership or leasing costs using IRS Local Standard..... \$ 497.00

13b. Average monthly payment for all debts secured by Vehicle 1.
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
<u>Toyota Motor Credit Co.</u>	\$ <u>300.00</u>

Total Average Monthly Payment

\$ 300.00

Copy here => -\$ 300.00

Repeat this amount on line 33b.

13c. Net Vehicle 1 ownership or lease expense
Subtract line 13b from line 13a. if the number is less than \$0, enter \$0.

\$ 197.00

Copy net Vehicle 1 expense here => \$ 197.00

Vehicle 2 Describe Vehicle 2:

13d. Ownership or leasing costs using IRS Local Standard..... \$ 0.00

13e. Average monthly payment for all debts secured by Vehicle 2. Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
_____	\$ _____

Total average monthly payment

\$ _____

Copy here => -\$ 0.00

Repeat this amount on line 33c.

13f. Net Vehicle 2 ownership or lease expense
Subtract line 13e from line 13d. if this number is less than \$0, enter \$0.

\$ 0.00

Copy net Vehicle 2 expense here => \$ 0.00

14. **Public transportation expense:** If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation expense allowance* regardless of whether you use public transportation. \$ 0.00

15. **Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*. \$ 0.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

Other Necessary Expenses

In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

- 16. **Taxes:** The total monthly amount that you will actually pay for federal, state and local taxes, such as income taxes, self-employment taxes, social security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.
Do not include real estate, sales, or use taxes. \$ 1,654.96
- 17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.
Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. \$ 0.00
- 18. **Life insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance.
Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. \$ 0.00
- 19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.
Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. \$ 0.00
- 20. **Education:** The total monthly amount that you pay for education that is either required:
 - as a condition for your job, or
 - for your physically or mentally challenged dependent child if no public education is available for similar services.\$ 0.00
- 21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool.
Do not include payments for any elementary or secondary school education. \$ 0.00
- 22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7.
Payments for health insurance or health savings accounts should be listed only in line 25. \$ 0.00
- 23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.
Do not include payments for basic home telephone, internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 122C-1, or any amount you previously deducted. +\$ 0.00

24. **Add all of the expenses allowed under the IRS expense allowances.**

Add lines 6 through 23.

\$ 4,683.96

Additional Expense Deductions

These are additional deductions allowed by the Means Test.

Note: Do not include any expense allowances listed in lines 6-24.

25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.

Health insurance \$ 0.00
 Disability insurance \$ 0.00
 Health savings account + \$ 0.00

Total \$ 0.00 **Copy total here=>** \$ 0.00

Do you actually spend this total amount?
 No. How much do you actually spend?
 Yes \$ _____

26. **Continued contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLA program. 26 U.S.C. § 529A(b). \$ 0.00

27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply. \$ 0.00

By law, the court must keep the nature of these expenses confidential.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

28. **Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

29. **Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than \$170.83* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

* Subject to adjustment on 4/01/22, and every 3 years after that for cases begun on or after the date of adjustment.

\$ 0.00

30. **Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

31. **Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 11 U.S.C. § 548(d)(3) and (4).

Do not include any amount more than 15% of your gross monthly income.

\$ 25.00

32. **Add all of the additional expense deductions.**

Add lines 25 through 31.

\$ 25.00

Deductions for Debt Payment

33. **For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.**

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Mortgages on your home

Average monthly payment

33a. Copy line 9b here => \$ 0.00

Loans on your first two vehicles

33b. Copy line 13b here => \$ 300.00

33c. Copy line 13e here => \$ 0.00

33d. List other secured debts

Name of each creditor for other secured debt	Identify property that secures the debt	Does payment include taxes or insurance?	
-NONE-		<input type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No <input type="checkbox"/> Yes +	\$ _____

33e. Total average monthly payment. Add lines 33a through 33d

\$ 300.00 Copy total here=> \$ 300.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

34. Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?

- No. Go to line 35.
- Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount	Monthly cure amount
-NONE-		\$ _____	+ 60 = \$ _____
		Total \$ 0.00	Copy total here=> \$ 0.00

35. Do you owe any priority claims - such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case? 11 U.S.C. § 507.

- No. Go to line 36.
- Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims \$ **310.00** + 60 \$ **5.17**

36. Projected monthly Chapter 13 plan payment

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts). To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

\$ **1,190.00**

X **3.50**

Average monthly administrative expense

\$ **41.65** Copy total here=> \$ **41.65**

37. Add all of the deductions for debt payment.

Add lines 33e through 36.

\$ **346.82**

Total Deductions from Income

38. Add all of the allowed deductions.

Copy line 24, All of the expenses allowed under IRS expense allowances \$ **4,683.96**
 Copy line 32, All of the additional expense deductions \$ **25.00**
 Copy line 37, All of the deductions for debt payment +\$ **346.82**

Total deductions..... \$ **5,055.78** Copy total here=> \$ **5,055.78**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

Part 2: Determine Your Disposable Income Under 11 U.S.C. § 1325(b)(2)

39. Copy your total current monthly income from line 14 of Form 122C-1, Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period. \$ 7,500.00

40. Fill in any reasonably necessary income you receive for support for dependent children. The monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I of Form 122C-1, that you received in accordance with applicable nonbankruptcy law to the extent reasonably necessary to be expended for such child. \$ 0.00

41. Fill in all qualified retirement deductions. The monthly total of all amounts that your employer withheld from wages as contributions for qualified retirement plans, as specified in 11 U.S.C. § 541(b)(7) plus all required repayments of loans from retirement plans, as specified in 11 U.S.C. § 362(b)(19). \$ 0.00

42. Total of all deductions allowed under 11 U.S.C. § 707(b)(2)(A). Copy line 38 here => \$ 5,055.78

43. Deduction for special circumstances. If special circumstances justify additional expenses and you have no reasonable alternative, describe the special circumstances and their expenses. You must give your case trustee a detailed explanation of the special circumstances and documentation for the expenses.

Describe the special circumstances	Amount of expense
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total \$ 0.00 Copy here=> \$ 0.00

44. Total adjustments. Add lines 40 through 43 => \$ 5,055.78 Copy here=> -\$ 5,055.78

45. Calculate your monthly disposable income under § 1325(b)(2). Subtract line 44 from line 39. \$ 2,444.22

Part 3: Change in Income or Expenses

46. Change in income or expenses. If the income in Form 122C-1 or the expenses you reported in this form have changed or are virtually certain to change after the date you filed your bankruptcy petition and during the time your case will be open, fill in the information below. For example, if the wages reported increased after you filed your petition, check 122C-1 in the first column, enter line 2 in the second column, explain why the wages increased, fill in when the increase occurred, and fill in the amount of the increase.

Form	Line	Reason for change	Date of change	Increase or decrease?	Amount of change
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

Part 4: Sign Below

By signing here, under penalty of perjury you declare that the information on this statement and in any attachments is true and correct.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor 1

Date **April 26, 2019**
MM / DD / YYYY

Certificate Number: 15725-TNM-CC-032535372



15725-TNM-CC-032535372

CERTIFICATE OF COUNSELING

I CERTIFY that on April 1, 2019, at 3:36 o'clock PM EDT, Fawn Fenton received from 001 Debtorcc, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Middle District of Tennessee, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: April 1, 2019 By: /s/Landes Thomas

Name: Landes Thomas

Title: Counselor

* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. See 11 U.S.C. §§ 109(h) and 521(b).

0 TOTAL CERTIFIED MAILINGS: \$0.00
3 TOTAL USPS MAILINGS: \$3.00

Respectfully submitted

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Debtor Fawn ██████ Fenton Case number _____

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00 Gap payments: Last month in gap:	0.00%	See Nonstandard provisions, set out in Part 9.
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00 Gap payments: Last month in gap:	0.00%	See Nonstandard provisions, set out in Part 9.

3.2 Request for valuation of security and claim modification. Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced. **The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.**

For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Debtor		Fawn ██████ Fenton		Case number			
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

100.00 % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor Fawn [REDACTED] Fenton Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:

Check the applicable box:

APPENDIX D

Chapter 13 Plan

Page 4

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Best Case Bankruptcy

Debtor Fawn [REDACTED] Fenton Case number _____

plan confirmation.
 other: Entry of Discharge

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ \$25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrearages shall include all sums designated as pre-petition arrearages in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrearages claim noted above.

Part 10: Signatures:

X /s/ Mary Beth Ausbrooks Date April 26, 2019
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn [REDACTED] Fenton Date April 26, 2019
Fawn [REDACTED] Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

Form oinst

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19-bk-02693

Chapter 13

In re:

Fawn [redacted] Fenton [redacted]

[redacted]
[redacted]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

Employer's Tax I.D. No.:

Order Approving Payment of Filing Fees in Installments

The debtor has filed an application and affidavit stating the terms for paying the filing fees in this case in installments.

IT IS ORDERED that the debtor shall pay the filing fee in the amount of \$ 310.00 by cash, money order or cashiers check made payable to the Clerk of the US Bankruptcy Court, 701 Broadway, Suite 170, Nashville, TN 37203 within 120 days of the original filing of the petition

IT IS FURTHER ORDERED that until the filing fee is paid in full the debtor(s) shall not make any additional payment or transfer any additional property to an attorney or any other person for services in connection with this case.

BY THE COURT

Dated: 4/26/19

/s/ Charles M Walker
United States Bankruptcy Judge

KMD

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED] CIRLCE
BRENTWOOD, TN 37027

CASE NO. 19-02693-CW3-13
04/29/2019

SSN XXX-XX-2065

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203

PLEASE INCLUDE ON ALL PAYMENTS:

NAME: FAWN [REDACTED] FENTON
CASE NUMBER: 319-02693

FOR INQUIRIES:

PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

cc: FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 4/30/2019



KMD

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027
SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
04/29/2019

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

**CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203**

PLEASE INCLUDE ON ALL PAYMENTS:

**NAME: FAWN TIFFANY FENTON
CASE NUMBER: 319-02693**

FOR INQUIRIES:

**PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241**

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

**THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.**

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Information to identify the case:			
Debtor 1	Fawn [REDACTED] Fenton		Social Security number or ITIN xxx-xx-2065
	First Name Middle Name Last Name		EIN ___-_____-
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name		Social Security number or ITIN _____
			EIN ___-_____-
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE		Date case filed for chapter 13 4/26/19
Case number:	3:19-bk-02693		

Official Form 309I

Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn [REDACTED] Fenton	
2. All other names used in the last 8 years	[REDACTED]	[REDACTED]
3. Address	[REDACTED] Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. Bankruptcy trustee Name and address	HENRY EDWARD HILDEBRAND III OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019	Contact phone: 615 244-1101 Email: None
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM-4:00PM Monday-Friday Contact phone: 615-736-5584 Date: 4/30/19

For more information, see page 2

Debtor Fawn ██████ Fenton

Case number 3:19-bk-02693

<p>7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p>June 11, 2019 at 11:00 AM</p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p>	<p>Location: Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>*** Valid photo identification required ***</p>		
<p>8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p>Deadline to file a complaint to challenge dischargeability of certain debts:</p> <p>You must file:</p> <ul style="list-style-type: none"> a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4). <p>Deadline for all creditors to file a proof of claim (except governmental units):</p> <p>Deadline for governmental units to file a proof of claim:</p>	<p>Filing deadline: 8/12/19</p> <p>Filing deadline: 7/5/19</p> <p>Filing deadline: 10/23/19</p> <hr/> <p>Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p> <hr/> <p>Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>
<p>9. Filing of plan</p>	<p>If the debtor has filed a plan, it is enclosed. Any written objection must be filed at least 5 calendar days before the meeting of creditors. An oral objection may be raised at the meeting of creditors. If a timely objection is made, the confirmation hearing will be held on: 7/15/19 at 08:30 AM, Location: Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. If no timely objection is made, the plan may be confirmed as unopposed.</p>	
<p>10. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p>11. Filing a chapter 13 bankruptcy case</p>	<p>Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.</p>	
<p>12. Exempt property</p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.</p>	
<p>13. Discharge of debts</p>	<p>Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline.</p>	

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

IN RE: : **CASE NO: 19-02693-CMW**
: **CHAPTER: 13**
:
FAWN [REDACTED] FENTON :
Debtor :
:
:
:

**NOTICE OF APPEARANCE AND REQUEST
FOR SERVICE OF ALL NOTICES**

BANK OF AMERICA, N.A. (hereinafter referred to as "Creditor") hereby enters its appearance and the law firm of Rubin Lublin TN, PLLC, pursuant to Bankruptcy Rules 2002 and 9010, hereby enters their appearance as attorneys for Creditor with regard to all matters and proceedings, pleadings and complaints and adversary proceedings filed in connection with the above-referenced case, showing counsel's name, office address and telephone number as follows:

Natalie Brown, Esq.
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com

and hereby requests that the Clerk of Court add the Law Firm to the mailing matrix for said Creditor.

PLEASE TAKE FURTHER NOTICE that this request is made without submitting to the jurisdiction of the Court, without waiving service of process or otherwise waiving any rights.

Respectfully submitted,

Rubin Lublin TN, PLLC

By: /s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing by depositing same in the U.S. Mail, with adequate postage affixed thereon to the said parties as follows:

MARY ELIZABETH AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926

Henry Edward Hildebrand, III, Trustee
Office of the Chapter 13 Trustee
PO BOX 340019
Nashville, TN 37203

This 1st day of May, 2019

/s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: 309I

Page 1 of 1
Total Noticed: 15

Date Rcvd: Apr 30, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.

- db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
- 6897904 +Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388-1210
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 6897914 + [redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- at E-mail/Text: marybeth@rothschildbkclaw.com May 01 2019 02:07:59 MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
- tr E-mail/Text: HHecef@ch13nsh.com May 01 2019 02:09:15 HENRY EDWARD HILDEBRAND, III, OFFICE OF THE CHAPTER 13 TRUSTEE, PO BOX 340019, NASHVILLE, TN 37203-0019
- 6897903 +EDI: AMEREXPR.COM May 01 2019 06:03:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6897906 EDI: BANKAMER.COM May 01 2019 06:03:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
- 6897908 EDI: CAPITALONE.COM May 01 2019 06:03:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897909 +EDI: CHASE.COM May 01 2019 06:03:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897911 +EDI: IRS.COM May 01 2019 06:03:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
- 6897912 EDI: TFSR.COM May 01 2019 06:03:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 8

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- 6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
 - 6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
- TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 29, 2019 at the address(es) listed below:

- HENRY EDWARD HILDEBRAND, III hhecef@ch13nsh.com
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbkclaw.com, rothschildbkclawnotice@gmail.com; bethmr72429@notify.bestcase.com
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 3

Information to identify the case:			Social Security number or ITIN	xxx-xx-2065
Debtor 1	Fawn ██████ Fenton		EIN	__-____
	First Name	Middle Name	Last Name	
Debtor 2			Social Security number or ITIN	____
(Spouse, if filing)	First Name	Middle Name	Last Name	EIN
				__-____
United States Bankruptcy Court			MIDDLE DISTRICT OF TENNESSEE	Date case filed for chapter
Case number:			3:19-bk-02693	13 4/26/19

Official Form 3091

Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn ██████ Fenton	
2. All other names used in the last 8 years	██████████ ██████████	
3. Address	██████████ Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. Bankruptcy trustee Name and address	HENRY EDWARD HILDEBRAND III OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019	Contact phone: 615 244-1101 Email: None
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM-4:00PM Monday-Friday Contact phone: 615-736-5584 Date: 4/30/19

For more information, see page 2

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: pdf001

Page 1 of 1
Total Noticed: 13

Date Rcvd: Apr 30, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- 6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6897904 +Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388-1210
- 6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897909 +Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com May 01 2019 02:11:04
Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +E-mail/Text: cio.bncmail@irs.gov May 01 2019 02:08:14 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811

TOTAL: 2

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
 - 6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
- TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g) (4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 26, 2019 at the address(es) listed below:

- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbkllaw.com, rothschildbkllawnotice@gmail.com; bethmr72429@notify.bestcase.com
- US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 2

Debtor **Fawn ██████ Fenton**

United States Bankruptcy Court for the **MIDDLE DISTRICT OF TENNESSEE**
 [Bankruptcy district]

Check if this is an amended plan

Case number: _____

Chapter 13 Plan

Part 1 Notices

To Debtor(s): This form sets out options that are appropriate in some cases but not in others. The presence of an option does not indicate that the option is appropriate in your circumstances.

To Creditors: Your rights are affected by this plan. Your claim may be reduced, modified, or eliminated.

If you oppose the treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 5 days before the meeting of creditors or raise an objection on the record at the meeting of creditors. The Bankruptcy Court may confirm this plan without further notice if no timely objection to confirmation is made. In addition, a timely proof of claim must be filed before your claim will be paid under the plan.

Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is not checked as "Included" or if both boxes are checked, the provision will not be effective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in § 3.2, which may result in partial payment or no payment to the secured creditor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 9.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
<input checked="" type="checkbox"/> Debtor 1	\$595.00	Semi-Monthly	60 months	<input checked="" type="checkbox"/> Debtor will make payment directly to trustee
<input type="checkbox"/> Debtor 2				<input type="checkbox"/> Debtor consents to payroll deduction from:

2.2 Income tax refunds.

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income refunds as follows:

2.3 Additional payments.

Check one.

- None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is \$100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

APPENDIX D

Chapter 13 Plan

Page 1

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Best Case Bankruptcy

Debtor **Fawn ██████ Fenton** Case number _____

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		

3.2 Request for valuation of security and claim modification. Check one.

- None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced. **The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.**
- For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Debtor		Fawn ██████ Fenton		Case number			
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

100.00 % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor Fawn ██████ Fenton Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6. Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7. Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

Part 8. Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:

Check the applicable box:

APPENDIX D

Chapter 13 Plan

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Best Case Bankruptcy

Debtor Fawn ██████ Fenton Case number _____

plan confirmation.
 other: Entry of Discharge

Part 9. Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ \$25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrears claim noted above.

Part 10. Signatures:

X /s/ Mary Beth Ausbrooks Date April 26, 2019
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn ██████ Fenton Date April 26, 2019
Fawn ██████ Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Apr 30, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 30, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com,
rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

TOTAL: 3

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 4/30/2019



KMD

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN ██████████ FENTON
██████████
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
04/29/2019

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203

PLEASE INCLUDE ON ALL PAYMENTS:

NAME: FAWN ██████████ FENTON
CASE NUMBER: 319-02693

FOR INQUIRIES:

PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN ██████████ FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

**THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.**

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN [REDACTED] FENTON	)	CHAPTER	13
[REDACTED]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

DEBTOR’S OBJECTION TO CLAIM FILED BY THE INTERNAL REVENUE SERVICE

COMES the Debtor, through counsel, Rothschild & Ausbrooks, PLLC, and objects to the claim filed by the Internal Revenue Service with the Clerk of this Court on or about May 8, 2019, in the amount of \$15,910.36 (ECF Claim #1) and in support states as follows:

1. The Proof of Claim filed by the Internal Revenue Service contains estimates for 2015, 2016, and 2017 Form 1040 Taxes in the amount of \$15,910.36, including penalties and interest. The income transcripts for 2015, 2016, and 2017 Form 1040 tax return, attached hereto, have not been processed by the Internal Revenue Service and reflects a lesser amount owed for that year. The Debtor is owed refunds for 2015 and 2017 and has mailed a payment in the amount of \$412.00 to the IRS for 2016.

2. As evidenced by the Sworn Statement attached hereto, after review of the notice from the IRS, it appears the Debtor’s liability is less than claimed by the Internal Revenue Service.

WHEREFORE, based upon the foregoing, the Debtor respectfully objects to the claim of the Internal Revenue Service subject to its right to file an amended claim.

Respectfully submitted,

/s/ Mary Beth Ausbrooks
MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 10th day of May, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to:

Asst. U.S. Trustee
Henry E. Hildebrand, III, Chapter 13 Trustee

By U.S. Postal Service, postage prepaid to:

To the Debtor at the address provided above; to IRS Insolvency, ATTN: Officer Agent or Manager, P.O. Box 7346, Philadelphia, PA 19101-7346; to IRS Insolvency, ATTN: Valerie Ogilvie, 801 Broadway, MS MDP 146, Nashville, TN 37203; to TN Attorney General, P.O. Box 20207, Nashville, TN 37202; to US Attorney, 110 9th Ave S #A961, Nashville, TN 37203; and to US Attorney General, US Dept of Justice, 950 Pennsylvania Ave, Washington, DC 20530.

By U.S. Postal Service, Certified Mail to:

N/A

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks-CMK

6 TOTAL USPS MAILINGS: \$6.00

0 TOTAL CERTIFIED MAILINGS: \$0.00

APPROVED FOR ENTRY:

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

FWW

Form **1040** Department of the Treasury -- Internal Revenue Service (99) **U.S. Individual Income Tax Return 2015** OMB No. 1545-0074 IRS Use Only -- Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2015, or other tax year beginning _____, 2015, ending _____, 20

See separate instructions.

Your social security number

Spouse's social security no.

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Filing Status

1 Single

2 Married filing jointly (even if only one had income)

3 Married filing separately. Enter spouse's SSN above and full name here. ▶

4 Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶

5 Qualifying widow(er) with dependent child

Exemptions

6a Yourself. If someone can claim you as a dependent, do not check box 6a

b Spouse

c **Dependents:**

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see inst.)

d **Total number of exemptions claimed** Add numbers on lines above ▶ **2**

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 **7 79,151**

8a Taxable interest. Attach Schedule B if required **8a 15**

b Tax-exempt interest. Do not include on line 8a **8b**

9a Ordinary dividends. Attach Schedule B if required **9a**

b Qualified dividends **9b**

10 Taxable refunds, credits, or offsets of state and local income taxes **10**

11 Alimony received **11**

12 Business income or (loss). Attach Schedule C or C-EZ **12 -2,354**

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here **13**

14 Other gains or (losses). Attach Form 4797 **14**

15a IRA distributions **15a** b Taxable amount **15b**

16a Pensions and annuities **16a** b Taxable amount **16b**

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E **17 233**

18 Farm income or (loss). Attach Schedule F **18**

19 Unemployment compensation **19**

20a Social security benefits **20a** b Taxable amount **20b**

21 Other income. List type and amount **21**

22 Combine the amts. in the far right column for lines 7 through 21. This is your total income ▶ **22 77,045**

Adjusted Gross Income

23 Educator expenses **23**

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ **24**

25 Health savings account deduction. Attach Form 8889 **25**

26 Moving expenses. Attach Form 3903 **26**

27 Deductible part of self-employment tax. Attach Schedule SE **27**

28 Self-employed SEP, SIMPLE, and qualified plans **28**

29 Self-employed health insurance deduction **29**

30 Penalty on early withdrawal of savings **30**

31a Alimony paid b Recipient's SSN ▶ **31a**

32 IRA deduction **32**

33 Student loan interest deduction **33**

34 Tuition and fees. Attach Form 8917 **34**

35 Domestic production activities ded. Attach Form 8903 **35**

36 Add lines 23 through 35 **36 0**

37 Subtract line 36 from line 22. This is your adjusted gross income ▶ **37 77,045**

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2015)

Form 1040 (2015)

FENTON

Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	77,045
	39a	Check <input type="checkbox"/> You were born before January 2, 1951, <input type="checkbox"/> Blind. <input type="checkbox"/> Total boxes if: <input type="checkbox"/> Spouse was born before January 2, 1951, <input type="checkbox"/> Blind. <input type="checkbox"/> checked <input type="checkbox"/> 39a		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here <input type="checkbox"/> 39b		
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	19,242
	41	Subtract line 40 from line 38	41	57,803
	42	Exemptions. If line 38 is \$194,950 or less, multiply \$4,000 by the number on line 8d. Otherwise, see instructions	42	8,000
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	49,803
	44	Tax (see instructions). Check if any from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/>	44	6,551
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Excess advance premium tax credit repayment. Attach Form 8962	46	
	47	Add lines 44, 45 and 46	47	6,551
	48	Foreign tax credit. Attach Form 1118 if required	48	
	49	Credit for child & dependent care expenses. Attach Form 2441	49	
	50	Education credits from Form 8863, line 19	50	
	51	Retirement savings contributions credit. Attach Form 8880	51	
	52	Child tax credit. Attach Schedule 8812, if required	52	
	53	Residential energy credit. Attach Form 5695	53	
	54	Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	54	
	55	Add lines 48 through 54. These are your total credits	55	
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-	56	6,551
	57	Self-employment tax. Attach Schedule SE	57	
	58	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
	60a	Household employment taxes from Schedule H	60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage <input checked="" type="checkbox"/>	61	
	62	Taxes from: a <input type="checkbox"/> Form 8969 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Instructions; enter code(s)	62	
	63	Add lines 56 through 62. This is your total tax	63	6,551
	64	Federal income tax withheld from Forms W-2 and 1099	64	9,464
	65	2015 estimated tax payments & amt. applied from 2014 return	65	3,218
	66a	Earned income credit (EIC)	66a	
	b	Nontaxable combat pay election .. <input type="checkbox"/> 66b		
	67	Additional child tax credit. Attach Schedule 8812	67	
	68	American opportunity credit from Form 8863, line 8	68	
	69	Net premium tax credit. Attach Form 8962	69	
	70	Amount paid with request for extension to file	70	
	71	Excess social security and tier 1 RRTA tax withheld	71	
	72	Credit for federal tax on fuels. Attach Form 4136	72	
	73	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	73	
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments	74	12,682
	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	6,131
	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here	76a	
	b	Routing no. <input type="checkbox"/> c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d	Account no. <input type="checkbox"/>		
	77	amt. of line 75 you want applied to your 2016 estimated tax	77	6,131
	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions	78	
	79	Estimated tax penalty (see instructions)	79	

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here

76b

76c

76d

77 Amt. of line 75 you want applied to your 2016 estimated tax

77 6,131

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions

78

79 Estimated tax penalty (see instructions)

79

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name Phone no. Personal identification number (PIN)

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Daytime phone number

Spouse's signature, if a joint return, both must sign. Date Spouse's occupation ARCHITECT

If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employe PTIN

PHYLLIS ELLIS 04-14-2019

Firm's name HRB TAX GROUP INC Firm's EIN 431871840

Firm's address 4121 HILLSBORO PIKE Phone no.

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
Attach to Form 1040.

OMB No. 1545-0074

2015
Attachment
Sequence No. 07

Name(s) shown on Form 1040

JEFFREY R AND FAWN FENTON

Your social security no.

Medical and Dental Expenses	Caution: Do not include expenses reimbursed or paid by others.				
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38 ...	2	77,045	
	3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1951, multiply line 2 by 7.5% (.075) instead ...	3	7,705	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	0	
Taxes You Paid	5 State and local (check only one box):				
	a	<input type="checkbox"/> Income taxes, or	5	1,448	
	b	<input checked="" type="checkbox"/> General sales taxes			
	6	Real estate taxes (see instructions)	6	1,711	
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8	9	3,159	
	Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098 ..	10	14,110
		11	Home mortgage int. not reported to you on Form 1098. If paid to the person from whom you bought the home, see inst. and show that person's name, identifying no., and address ▶	11	0
12		Points not reported to you on Form 1098. See inst. for special rules ..	12		
13		Mortgage insurance premiums (see instructions)	13		
14		Investment interest. Attach Form 4952 if required. (See instructions.)	14		
15		Add lines 10 through 14	15	14,110	
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16	1,473	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	500	
	18	Carryover from prior year	18		
	19	Add lines 16 through 18	19	1,973	
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20	0	
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed empl. exp. -- job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See inst.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses -- investment, safe deposit box, etc. List type and amt. ▶	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38 ..	25	77,045	
	26	Multiply line 25 by 2% (.02)	26	1,541	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	0	
Other Miscellaneous Deductions	28	Other -- from list in instructions. List type and amount ▶	28		
Total Itemized Deductions	29	Is Form 1040, line 38, over \$154,950? <input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.	29	19,242	
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here			

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule A (Form 1040) 2015

SCHEDULE B
(Form 1040A or 1040)

Interest and Ordinary Dividends

OMB No. 1545-0074
2015
Attachment
Sequence No. 08

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040A or 1040.
▶ Information about Schedule B and its instructions is at www.irs.gov/scheduleb.

Name(s) shown on return

Your social security no.

JEFFREY R AND FAWN FENTON

Part I
Interest

- 1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶
DEPT OF TREASURY

	Amount
1	15
2	15
3	
4	15

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

- 2 Add the amounts on line 1 2
- 3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815 3
- 4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶ 4

Note. If line 4 is over \$1,500, you must complete Part III.

Part II
Ordinary Dividends

- 5 List name of payer ▶
- 6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶ 6

	Amount
5	
6	0

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

Note. If line 6 is over \$1,500, you must complete Part III.

Part III
Foreign Accounts and Trusts

- You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.
- 7a At any time during 2015, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions X
- If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR) to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements
- b If you are required to file FinCEN Form 114, enter the name of the foreign country where the financial account is located ▶
- 8 During 2015, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions X

Yes	No
	X
	X

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule B (Form 1040A or 1040) 2015

FDA 15-B1 RWE 1040 Form Software Copyright 1998-2015 H&R Tax Group, Inc.

#1
SCHEDULE C
(Form 1040)

Profit or Loss From Business
 (Sole Proprietorship)

OMB No. 1545-0074
2015
 Attachment
 Sequence No. 09

Department of the Treasury
 Internal Revenue Service (99)

▶ Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
 ▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor **JEFFREY R FENTON** Social security number (SSN)

A Principal business or profession, including product or service (see instructions)
WEBSITE

B Enter code from instructions
 ▶ **519100**

C Business name. If no separate business name, leave blank.
METICULOUS MARKETING

D Employer ID no. (EIN), (see instr.)

E Business address (including suite or room no.) ▶ **1986 SUNNYSIDE DRIVE**
 City, town or post office, state, and ZIP code **BRENTWOOD TN 37027**

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2015? If "No," see instructions for limit on losses Yes No

H If you started or acquired this business during 2015, check here Yes No

I Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions) Yes No

J If "Yes," did you or will you file required Forms 1099? Yes No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked	<input type="checkbox"/>	1	6,506
2	Returns and allowances		2	0
3	Subtract line 2 from line 1		3	6,506
4	Cost of goods sold (from line 42)		4	
5	Gross profit. Subtract line 4 from line 3		5	6,506
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)		6	
7	Gross income. Add lines 5 and 6		7	6,506

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense (see instructions)	18	1,287
9	Car and truck expenses (see instructions)	9	19	Pension & profit-sharing plans	19	
10	Commissions and fees	10	20	Rent or lease (see instructions):	20	
11	Contract labor (see instructions)	11	20a	a Vehicles, machinery, and equipment	20a	
12	Depletion	12	20b	b Other business property	20b	919
13	Depreciation and section 179 expense deduction (not included in Part III) (see instr.)	13	21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14	22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15	23	Taxes and licenses	23	415
16	Interest:		24	Travel, meals, and entertainment:	24	
a	Mortgage (paid to banks, etc.)	16a	24a	a Travel	24a	
b	Other	16b	24b	b Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17	25	Utilities	25	
			26	Wages (less employment credits)	26	
			27a	Other expenses (from line 48)	27a	2,627
			27b	b Reserved for future use	27b	
28	Total expenses before expenses for business use of home. Add lines 8 through 27a		28		28	7,983
29	Tentative profit or (loss). Subtract line 28 from line 7		29		29	-1,477
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30		30		30	877
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.		31		31	-2,354
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6196. Your loss may be limited.		32a	<input checked="" type="checkbox"/> All investment is at risk.	32b	<input type="checkbox"/> Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions. Schedule C (Form 1040) 2015

#1

Schedule C (Form 1040) 2015

FENTC

Page 2

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a Cost b Lower of cost or market c Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation Yes No

35 Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36 Purchases less cost of items withdrawn for personal use	36	
37 Cost of labor. Do not include any amounts paid to yourself	37	
38 Materials and supplies	38	
39 Other costs	39	
40 Add lines 35 through 39	40	
41 Inventory at end of year	41	
42 Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ _____

44 Of the total number of miles you drove your vehicle during 2015, enter the number of miles you used your vehicle for:
 a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? Yes No

46 Do you (or your spouse) have another vehicle available for personal use? Yes No

47a Do you have evidence to support your deduction? Yes No

b If "Yes," is the evidence written? Yes No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

DOMAIN NAME REGISTRATION	500
HOSTING	1,039
INTERNET VOIP	737
BUSINESS USE CELL PHONE	351
48 Total other expenses. Enter here and on line 27a	48 2,627

#1
SCHEDULE E
(Form 1040)

Department of the Treasury
 Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedulee.

OMB No. 1545-0074

2015
 Attachment
 Sequence No. 13

Name(s) shown on return

JEFFREY R AND FAWN FENTON

Your social security number

Part I Income or Loss From Rental Real Estate and Royalties Note: If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions) Yes No
 B If "Yes," did you or will you file required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code)
 A 772 774 HUNTINGTON PARKWAY NASHVILLE TN 37211
 B
 C

1b Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
A 2				
B				
C				

Type of Property:

- 1 Single Family Residence
- 2 Multi-Family Residence
- 3 Vacation/Short-Term Rental
- 4 Commercial
- 5 Land
- 6 Royalties
- 7 Self-Rental
- 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3	20,043		
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7	1,638		
8 Commissions	8			
9 Insurance	9	918		
10 Legal and other professional fees	10	200		
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12	7,703		
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16	2,060		
17 Utilities	17	1,468		
18 Depreciation expense or depletion	18	4,566		
19 Other (list) ▶ SEE ATTACHMENT	19	1,257		
20 Total expenses. Add lines 5 through 19	20	19,810		
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21	233		
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	()	()	()
23a Total of all amounts reported on line 3 for all rental properties	23a	20,043		
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c	7,703		
d Total of all amounts reported on line 18 for all properties	23d	4,566		
e Total of all amounts reported on line 20 for all properties	23e	19,810		
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			233
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	()		()
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			233

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule E (Form 1040) 2015

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2016** U.S. Individual Income Tax Return OMB No. 1545-0074 IFS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2016, or other tax year beginning , 2016, ending , 20 See separate instructions.

Your first name and initial Last name Fenton
 Fawn If a joint return, spouse's first name and initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apt. no. **Make sure the SSN(s) above and on line 6c are correct.**

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **Presidential Election Campaign**

Brentwood, Tennessee 37027 Foreign country name Foreign province/state/county Foreign postal code Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Filing Status
 1 Single
 2 Married filing jointly (even if only one had income)
 3 Married filing separately. Enter spouse's SSN above and full name here. **Jeffrey R Fenton**
 4 Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. **>**
 5 Qualifying widow(er) with dependent child

Exemptions
 6a Yourself. If someone can claim you as a dependent, do not check box 6a.
 b Spouse
 c Dependents:
 (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) if child under age 17 qualifying for child tax credit (see instructions)
 If more than four dependents, see instructions and check here
 Boxes checked on 6a and 6b: 1
 No. of children on 6c who:
 • lived with you
 • did not live with you due to divorce or separation (see instructions)
 Dependents on 6c not entered above
 Add numbers on lines above **1**

Income

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	85744
8a	Taxable interest. Attach Schedule B if required	8a	0
b	Tax-exempt interest. Do not include on line 8a	8b	
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends	9b	
10	Taxable refunds, credits, or offsets of state and local income taxes	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions	15a	
b	Taxable amount	15b	
16a	Pensions and annuities	16a	
b	Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits	20a	
b	Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income >	22	85744

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN >	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	0
37	Subtract line 36 from line 22. This is your adjusted gross income >	37	85744

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 11320B Form **1040** (2016)

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38 85744

39a Check You were born before January 2, 1952, Blind. Total boxes
if: Spouse was born before January 2, 1952, Blind. checked ▶ 39a

b If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 19696

41 Subtract line 40 from line 38 41 66048

42 Exemptions. If line 38 is \$165,650 or less, multiply \$4,050 by the number on line 6d. Otherwise, see instructions 42 4050

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 61998

44 Tax (see instructions). Check if any from: a Form(s) 8814 b Form 4972 c 44 11265

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Excess advance premium tax credit repayment. Attach Form 8982 46

47 Add lines 44, 45, and 46 ▶ 47 11265

48 Foreign tax credit. Attach Form 1116 if required 48

49 Credit for child and dependent care expenses. Attach Form 2441 49

50 Education credits from Form 8863, line 19 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit. Attach Schedule 8812, if required. 52

53 Residential energy credits. Attach Form 5895 53

54 Other credits from Form: a 3800 b 8801 c 54

55 Add lines 48 through 54. These are your total credits 55 0

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶ 56 11265

Other Taxes

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60a Household employment taxes from Schedule H 60a

b First-time homebuyer credit repayment. Attach Form 5405 if required 60b

61 Health care: individual responsibility (see instructions) Full-year coverage 61

62 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) 62

63 Add lines 56 through 62. This is your total tax ▶ 63 11265

Payments

64 Federal income tax withheld from Forms W-2 and 1099 64 10853

65 2016 estimated tax payments and amount applied from 2015 return 65

66a Earned income credit (EIC) 66a

b Nontaxable combat pay election 66b

67 Additional child tax credit. Attach Schedule 8812 67

68 American opportunity credit from Form 8863, line 8 68

69 Net premium tax credit. Attach Form 8962 69

70 Amount paid with request for extension to file 70

71 Excess social security and tier 1 RRTA tax withheld 71

72 Credit for federal tax on fuels. Attach Form 4136 72

73 Credits from Form: a 2439 b 8885 c 8885 d 73

74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶ 74 10853

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ 76a

b Routing number ▶ c Type: Checking Savings

d Account number

77 Amount of line 75 you want applied to your 2017 estimated tax ▶ 77

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶ 78 412

79 Estimated tax penalty (see instructions) 79 0

Third Party Designee

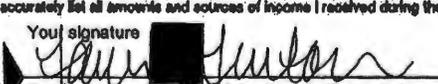
Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature  Date 5/8/2019 Your occupation Architect Daytime phone number

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name ▶ Firm's EIN ▶

Firm's address ▶ Phone no. ▶

**SCHEDULE A
(Form 1040)**

Itemized Deductions

OMB No. 1545-0074

2016

Attachment
Sequence No. **07**

Department of the Treasury
Internal Revenue Service (99)

► Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
► Attach to Form 1040.

Name(s) shown on Form 1040: **Fawn Fenton** Your social security number: _____

Medical and Dental Expenses		Caution: Do not include expenses reimbursed or paid by others.		
1	Medical and dental expenses (see instructions)		1	
2	Enter amount from Form 1040, line 38	2		
3	Multiply line 2 by 10% (0.10). But if either you or your spouse was born before January 2, 1952, multiply line 2 by 7.5% (0.075) instead		3	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4	0
Taxes You Paid				
5	State and local (check only one box):		5	
a	<input type="checkbox"/> Income taxes, or	1466		
b	<input checked="" type="checkbox"/> General sales taxes			
6	Real estate taxes (see instructions)	2080	6	
7	Personal property taxes		7	
8	Other taxes. List type and amount ►		8	
9	Add lines 5 through 8		9	3546
Interest You Paid				
10	Home mortgage interest and points reported to you on Form 1098	14679	10	
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►		11	
12	Points not reported to you on Form 1098. See instructions for special rules		12	
13	Mortgage insurance premiums (see instructions)		13	
14	Investment interest. Attach Form 4952 if required. (See instructions.)		14	
15	Add lines 10 through 14		15	14679
Gifts to Charity				
16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	1271	16	
17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	200	17	
18	Carryover from prior year		18	
19	Add lines 16 through 18		19	1471
Casualty and Theft Losses				
20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20	0
Job Expenses and Certain Miscellaneous Deductions				
21	Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ►		21	
22	Tax preparation fees		22	
23	Other expenses—investment, safe deposit box, etc. List type and amount ►		23	
24	Add lines 21 through 23		24	
25	Enter amount from Form 1040, line 38	25		
26	Multiply line 25 by 2% (0.02)		26	
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	0
Other Miscellaneous Deductions				
28	Other—from list in instructions. List type and amount ►		28	0
Total Itemized Deductions				
29	Is Form 1040, line 38, over \$155,650? <input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.		29	19696
30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>			

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Cat. No. 17145C

Schedule A (Form 1040) 2016

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2017** U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2017, or other tax year beginning , 2017, ending , 20 See separate instructions.

Your first name and initial Last name Your social security number
 Fawn Fenton

If a joint return, spouse's first name and initial Last name Spouse's social security number
 Jeffrey R Fenton

Home address (number and street). If you have a P.O. box, see instructions. Apt. no.
 1986 Sunny Side Dr.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).
 Brentwood, TN 37027

Foreign country name Foreign province/state/county Foreign postal code
 Foreign country name Foreign province/state/county Foreign postal code

▲ Make sure the SSN(s) above and on line 6c are correct.
 Presidential Election Campaign
 Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.
 You Spouse

Filing Status
 1 Single
 2 Married filing jointly (even if only one had income)
 3 Married filing separately. Enter spouse's SSN above and full name here. ▶
 4 Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
 5 Qualifying widow(er) (see instructions)

Exemptions
 6a Yourself. If someone can claim you as a dependent, do not check box 6a
 b Spouse
 c Dependents:
 (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) If child under age 17 qualifying for child tax credit (see instructions)

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> If child under age 17 qualifying for child tax credit (see instructions)
				<input type="checkbox"/>

If more than four dependents, see instructions and check here

Boxes checked on 6a and 6b: 2
 No. of children on 6c who:
 • lived with you
 • did not live with you due to divorce or separation (see instructions)
 Dependents on 6c not entered above
 Add numbers on lines above: 2

Income

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	93677
8a	Taxable interest. Attach Schedule B if required	8a	0
b	Tax-exempt interest. Do not include on line 8a	8b	
9a	Ordinary dividends. Attach Schedule B if required	9a	0
b	Qualified dividends	9b	
10	Taxable refunds, credits, or offsets of state and local income taxes	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions	15a	
b	Taxable amount	15b	
16a	Pensions and annuities	16a	
b	Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits	20a	
b	Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	93677

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid	31a	
b	Recipient's SSN ▶		
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	0
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	93677

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 11320B Form 1040 (2017)

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38 93677

39a Check You were born before January 2, 1953, Blind. Total boxes
 If: Spouse was born before January 2, 1953, Blind. checked ▶ 39a

b If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 18974

41 Subtract line 40 from line 38 41 74703

42 Exemptions. If line 38 is \$156,000 or less, multiply \$4,050 by the number on line 6d. Otherwise, see instructions 42 8100

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 66603

44 Tax (see instructions). Check if any from: a Form(s) 8814 b Form 4972 c 44 9061

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Excess advance premium tax credit repayment. Attach Form 8962 46

47 Add lines 44, 45, and 46 ▶ 47 9061

48 Foreign tax credit. Attach Form 1116 if required 48

49 Credit for child and dependent care expenses. Attach Form 2441 49

50 Education credits from Form 8863, line 19 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit. Attach Schedule 8812, if required 52

53 Residential energy credits. Attach Form 5695 53

54 Other credits from Form: a 3800 b 8801 c 54

55 Add lines 48 through 54. These are your total credits 55 0

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶ 56 9061

Other Taxes

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60a Household employment taxes from Schedule H 60a

b First-time homebuyer credit repayment. Attach Form 5405 if required 60b

61 Health care: Individual responsibility (see instructions) Full-year coverage 61

62 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) 62

63 Add lines 56 through 62. This is your total tax ▶ 63 9061

Payments

64 Federal income tax withheld from Forms W-2 and 1099 64 12128

65 2017 estimated tax payments and amount applied from 2016 return 65

66a Earned income credit (EIC) 66a

b Nontaxable combat pay election 66b

67 Additional child tax credit. Attach Schedule 8812 67

68 American opportunity credit from Form 8863, line 8 68

69 Net premium tax credit. Attach Form 8962 69

70 Amount paid with request for extension to file 70

71 Excess social security and tier 1 RRTA tax withheld 71

72 Credit for federal tax on fuels. Attach Form 4136 72

73 Credits from Form: a 2439 b Reserved c 8885 d 73

74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶ 74 12128

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75 3067

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ 76a 3067

b Routing number ▶ c Type: Checking Savings

d Account number

77 Amount of line 75 you want applied to your 2018 estimated tax ▶ 77 0

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶ 78 0

79 Estimated tax penalty (see instructions) 79 0

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Daytime phone number

Architect

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation

(Unemployed)

If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name ▶ Firm's EIN ▶

Firm's address ▶ Phone no. ▶

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

► Go to www.irs.gov/ScheduleA for instructions and the latest information.
► Attach to Form 1040.

Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 28.

OMB No. 1545-0074

2017

Attachment
Sequence No. 07

Name(s) shown on Form 1040

Your social security number

Jeffrey R. and Fawn Fenton

Medical and Dental Expenses		Caution: Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1	933		
2	Enter amount from Form 1040, line 38	2	93677		
3	Multiply line 2 by 7.5% (0.075)	3	7026		
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			0
Taxes You Paid		State and local (check only one box):			
a	<input type="checkbox"/> Income taxes, or	5	1704		
b	<input checked="" type="checkbox"/> General sales taxes				
6	Real estate taxes (see instructions)	6	2080		
7	Personal property taxes	7			
8	Other taxes. List type and amount ►	8			
9	Add lines 5 through 8	9			3784
Interest You Paid		Home mortgage interest and points reported to you on Form 1098			
10	Home mortgage interest and points reported to you on Form 1098	10	14690		
Note: Your mortgage interest deduction may be limited (see instructions).		Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►			
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►	11			
12	Points not reported to you on Form 1098. See instructions for special rules	12			
13	Reserved for future use	13			
14	Investment interest. Attach Form 4952 if required. See instructions	14			
15	Add lines 10 through 14	15			14690
Gifts to Charity		Gifts by cash or check. If you made any gift of \$250 or more, see instructions.			
16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions.	16	500		
If you made a gift and got a benefit for it, see instructions.		Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500			
17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17			
18	Carryover from prior year	18			
19	Add lines 16 through 18	19			500
Casualty and Theft Losses		Casualty or theft loss(es) other than net qualified disaster losses. Attach Form 4684 and enter the amount from line 18 of that form. See instructions			
20	Casualty or theft loss(es) other than net qualified disaster losses. Attach Form 4684 and enter the amount from line 18 of that form. See instructions	20			0
Job Expenses and Certain Miscellaneous Deductions		Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. See instructions. ►			
21	Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. See instructions. ►	21			
22	Tax preparation fees	22			
23	Other expenses—investment, safe deposit box, etc. List type and amount ►	23			
24	Add lines 21 through 23	24			
25	Enter amount from Form 1040, line 38	25			
26	Multiply line 25 by 2% (0.02)	26			
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27			0
Other Miscellaneous Deductions		Other—from list in instructions. List type and amount ►			
28	Other—from list in instructions. List type and amount ►	28			0
Total Itemized Deductions		Is Form 1040, line 38, over \$156,900?			
		<input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.		29	18974
		<input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			
30 If you elect to itemize deductions even though they are less than your standard deduction, check here					

Form **8888**

Allocation of Refund (Including Savings Bond Purchases)

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service

▶ Go to www.irs.gov/Form8888 for the latest information.
▶ Attach to your income tax return.

2017
Attachment
Sequence No. **56**

Name(s) shown on return

Your social security number

Fawn and Jeffrey R Fenton

Part I Direct Deposit

Complete this part if you want us to directly deposit a portion of your refund to one or more accounts.

1a Amount to be deposited in first account (see instructions)	1a	1533	00
b Routing number <input type="text" value="064108113"/> ▶ c <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			
d Account number <input type="text" value="8472548"/>			
2a Amount to be deposited in second account	2a	1534	00
b Routing number <input type="text" value="031176110"/> ▶ c <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			
d Account number <input type="text" value="36070855855"/>			
3a Amount to be deposited in third account	3a	0	
b Routing number <input type="text"/>			
c <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
d Account number <input type="text"/>			

Part II U.S. Series I Savings Bond Purchases

Complete this part if you want to buy paper bonds with a portion of your refund.



If a name is entered on line 5c or 6c below, co-ownership will be assumed unless the beneficiary box is checked. See instructions for more details.

4 Amount to be used for bond purchases for yourself (and your spouse, if filing jointly)	4	0	
5a Amount to be used to buy bonds for yourself, your spouse, or someone else	5a	0	
b Enter the owner's name (First then Last) for the bond registration			
<input type="text"/>			
c If you would like to add a co-owner or beneficiary, enter the name here (First then Last). If beneficiary, also check here ▶ <input type="checkbox"/>			
<input type="text"/>			
6a Amount to be used to buy bonds for yourself, your spouse, or someone else	6a	0	
b Enter the owner's name (First then Last) for the bond registration			
<input type="text"/>			
c If you would like to add a co-owner or beneficiary, enter the name here (First then Last). If beneficiary, also check here ▶ <input type="checkbox"/>			
<input type="text"/>			

Part III Paper Check

Complete this part if you want a portion of your refund to be sent to you as a check.

7 Amount to be refunded by check	7	0	
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Part IV Total Allocation of Refund

8 Add lines 1a, 2a, 3a, 4, 5a, 6a, and 7. The total must equal the refund amount shown on your tax return	8	3067	00
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For Paperwork Reduction Act Notice, see your tax return instructions.

Cat. No. 21858A

Form **8888** (2017)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE:	:	CASE NO: 19-02693-CMW
	:	CHAPTER: 13
	:	
FAWN ██████████ FENTON	:	
Debtor	:	

BANK OF AMERICA, N.A.,	:	
Movant,	:	
	:	CONTESTED MATTER
vs.	:	
	:	
FAWN ██████████ FENTON	:	
HENRY EDWARD HILDEBRAND, III,	:	
Trustee	:	
Respondents.	:	

OBJECTION TO CONFIRMATION

The hearing date is set for July 15, 2019, at 08:30 AM, U.S. Bankruptcy Court, Courtroom One, Second Floor Customs House, 701 Broadway, Nashville, TN 37203.

COMES NOW, BANK OF AMERICA, N.A., its successors or assigns, (hereinafter referred to as "Movant") and shows the Court that for reasons set out below, Movant objects to the confirmation of the Debtor's Plan;

1.

Movant asserts that it holds a valid first mortgage on Debtor's property located at 1986 Sunnyside Drive, Brentwood, TN 37027 (hereinafter referred to as "Property"). Movant will timely file a Proof of Claim listing arrearages of approximately \$394.30.

2.

The Debtor's Plan proposes to sell the Property within six months. However, the Debtors' Plan does not provide a date certain by which the Property must sell nor does it provide

direction should the Property fail to sell within said time frame.

WHEREFORE, BANK OF AMERICA, N.A., its successors or assigns, prays that this Court inquire as to the matters raised herein and deny confirmation of the Debtor's Plan, or enter such orders and require such further inquiry as may appear appropriate to the Court.

Dated: 5/23/19

/s/ Natalie Brown

Natalie Brown

TN BPR No. 022452

Rubin Lublin TN, PLLC

119 S. Main Street, Suite 500

Memphis, TN 38103

(877) 813-0992

nbrown@rubinlublin.com

Attorney for Creditor

CERTIFICATE OF SERVICE

I, Natalie Brown of Rubin Lublin TN, PLLC certify that on the 23rd day of May, 2019, I caused a copy of the Objection to Confirmation to be filed in this proceeding by electronic means and to be served by depositing a copy of the same in the United States Mail in a properly addressed envelope with adequate postage thereon to the said parties as follows:

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

MARY ELIZABETH AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926

Henry Edward Hildebrand, III, Trustee
Office of the Chapter 13 Trustee
PO BOX 340019
Nashville, TN 37203

Executed on: 5/23/19
By: /s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE: FAWN ██████████ FENTON

CASE NO: 19-02693-CMW

Debtor

Chapter 13

BancorpSouth Bank,
Movant

v.

Fawn ██████████ Fenton,
Debtor

OBJECTION TO CONFIRMATION
OF CHAPTER 13 PLAN

Comes now BancorpSouth Bank (“Bank”), a secured creditor with a claim against the Debtor’s estate by and through counsel and objects to the Debtor’s proposed Chapter 13 plan and in support would allege and show as follows:

1. The Debtor filed the instant Petition for Bankruptcy under Chapter 13 of the Code on April 26, 2019.

2. The Debtor is indebted to Bank under a certain home “Equity Credit Line Agreement and Disclosure originally dated April 29, 2011 and modified on June 8, 2015 evidencing an indebtedness in the original principal amount of \$55,500.00 (“Note”).

3. Under the terms of the Note, the Debtor must pay to the Bank the interest that accrued in arrears each monthly until the maturity date.

4. The Note is secured by a perfected 2nd lien Deed of Trust in favor of the Bank on the Debtor’s residence located at 1986 Sunnyside, Brentwood, Williamson County, Tennessee (the “Collateral”) same being of record in Book 5313 Page 469 and as modified in Book 6481 Page 60 in the Register’s Office for Williamson County, Tennessee (“Trust Deed”).

5. The Bank has filed a secured claim evidenced by the Note and Trust Deed in the amount

of \$54,650.33.

6. The Collateral is also encumbered by a 1st lien deed of trust in favor of Bank of America, N.A. who purported holds a claim in the amount of \$240,182.77.

7. The Debtor's proposed Chapter 13 plan proposes for the Debtor to sell the Collateral within 180 days of confirmation with no payments being made to the Bank nor Bank of America, N.A.

8. The Plan does not provide if the Collateral is currently being listed and marketed for sale, does not provide a date certain by which the Collateral must sell or the direction as to what the Debtor will do if the Collateral fails to sell.

9. Further, the Debtor's proposed Chapter 13 plan fail to comply with provisions of 11 USC § 1322 (b) (2) in that it attempts to modify the rights of the Bank as the holder of a claim secured only by a security interest in the Debtor's principal residence.

WHEREFORE, PREMISES CONSIDERED the Bank respectfully requests that the Court sustain the Bank's Objection and deny confirmation of the Debtor's Plan and/or grant the Bank such other relief as the Court deems just and proper.

Respectfully submitted,

SPRAGINS, BARNETT, & COBB PLC

/s/Jerry P. Spore
JERRY P. SPORE #15033
Attorney for BancorpSouth Bank
312 E Lafayette
Jackson, TN 38301
(731) 424-0461
jpsore@spraginslaw.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing has been served on:

Mary Elizabeth Ausbrooks
Rothchild & Ausbrooks
1222 16th Ave. South
Nashville, TN 37212-2926

Henry Edward Hildebrand III
Chapter 13 Trustee
P.O. Box 340019
Nashville, Tennessee 37203-0019

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

by Notice of Electronic Filing, hand-delivery and/or by placing a copy of the same in the United States Mail, postage prepaid, to the person, at the address shown above, on this the 4th day of June, 2019.

/s/Jerry P. Spore
JERRY P. SPORE

CERTIFICATE OF SERVICE

I certify that on this 5th day of June, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to:

Asst. U.S. Trustee
Henry E. Hildebrand, III, Chapter 13 Trustee

By U.S. Postal Service, postage prepaid to:

To the Debtor at the address provided above; to IRS Insolvency, ATTN: Officer Agent or Manager, P.O. Box 7346, Philadelphia, PA 19101-7346; to IRS Insolvency, ATTN: Valerie Ogilvie, 801 Broadway, MS MDP 146, Nashville, TN 37203; to TN Attorney General, P.O. Box 20207, Nashville, TN 37202; to US Attorney, 110 9th Ave S #A961, Nashville, TN 37203; and to US Attorney General, US Dept of Justice, 950 Pennsylvania Ave, Washington, DC 20530.

By U.S. Postal Service, Certified Mail to:

N/A

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks-CMK

6 TOTAL USPS MAILINGS: \$6.00

0 TOTAL CERTIFIED MAILINGS: \$0.00

Fill in this information to identify your case

Debtor 1 **Fawn ██████ Fenton**

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number (If known) **3:19-bk-02693**

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income 12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. **Fill in your employment information.**

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
Occupation	Architect	
Employer's name	Adkisson & Associates, Architects, Inc.	
Employer's address	3322 West End Ave. Suite 103 Nashville, TN 37203	
How long employed there?	August 2006	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ 6,250.00	\$ N/A
3. Estimate and list monthly overtime pay.	+\$ 0.00	+\$ N/A
4. Calculate gross income. Add line 2 + line 3.	\$ 6,250.00	\$ N/A

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) **3:19-bk-02693**

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ <u>6,250.00</u>	\$ <u>N/A</u>
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ <u>1,284.32</u>	\$ <u>N/A</u>
5b. Mandatory contributions for retirement plans	5b.	\$ <u>0.00</u>	\$ <u>N/A</u>
5c. Voluntary contributions for retirement plans	5c.	\$ <u>0.00</u>	\$ <u>N/A</u>
5d. Required repayments of retirement fund loans	5d.	\$ <u>0.00</u>	\$ <u>N/A</u>
5e. Insurance	5e.	\$ <u>0.00</u>	\$ <u>N/A</u>
5f. Domestic support obligations	5f.	\$ <u>0.00</u>	\$ <u>N/A</u>
5g. Union dues	5g.	\$ <u>0.00</u>	\$ <u>N/A</u>
5h. Other deductions. Specify: _____	5h.+	\$ <u>0.00</u> +	\$ <u>N/A</u>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ <u>1,284.32</u>	\$ <u>N/A</u>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ <u>4,965.68</u>	\$ <u>N/A</u>
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ <u>0.00</u>	\$ <u>N/A</u>
8b. Interest and dividends	8b.	\$ <u>0.00</u>	\$ <u>N/A</u>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ <u>0.00</u>	\$ <u>N/A</u>
8d. Unemployment compensation	8d.	\$ <u>0.00</u>	\$ <u>N/A</u>
8e. Social Security	8e.	\$ <u>0.00</u>	\$ <u>N/A</u>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f.	\$ <u>0.00</u>	\$ <u>N/A</u>
8g. Pension or retirement income	8g.	\$ <u>0.00</u>	\$ <u>N/A</u>
8h. Other monthly income. Specify: _____	8h.+	\$ <u>0.00</u> +	\$ <u>N/A</u>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ <u>0.00</u>	\$ <u>N/A</u>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ <u>4,965.68</u> +	\$ <u>N/A</u> = \$ <u>4,965.68</u>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11.	+\$	<u>0.00</u>
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ <u>4,965.68</u> Combined monthly income	
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: Debtor's salary was decreased starting May 2019			

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN [REDACTED] FENTON	)	CHAPTER:	13
SSN: XXX-XX-2065	)	CASE NO.:	19-02693
[REDACTED]	)	JUDGE:	WALKER
BRENTWOOD, TN 37027)		
)		
DEBTORS)		

NOTICE OF AMENDED SCHEDULE I

COME THE DEBTORS through counsel, Rothschild and Ausbrooks, and pursuant to Rule 1009, Federal Rules of Bankruptcy Procedure, hereby gives notice of filing amended Schedule I.

Respectfully submitted,

/s/ Jodie Thresher
 Jodie Thresher
 ROTHSCHILD & ASSOCIATES, PLLC
 Attorney for Debtor(s)
 1222 16th Avenue South, Suite 12
 Nashville, TN 37212
 (615) 242-3996 (telephone)
 (615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

CERTIFICATE OF SERVICE

I certify that on this 5th day of June, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to: Henry Hildebrand III; and to the US Trustee
By U.S. Postal Service, postage prepaid to: The Debtors at the above listed address.

/s/ Jodie Thresher
 Jodie Thresher
TOTAL USPS MAILINGS 1=\$1.00

mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED] CIRLCE
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO: CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203
--

PLEASE INCLUDE ON ALL PAYMENTS: NAME: FAWN [REDACTED] FENTON CASE NUMBER: 319-02693
--

FOR INQUIRIES: PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241
--

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 6/13/2019



mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027
SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO: CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203	PLEASE INCLUDE ON ALL PAYMENTS: NAME: FAWN TIFFANY FENTON CASE NUMBER: 319-02693	FOR INQUIRIES: PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241
--	---	--

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN TIFFANY FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN ██████████ FENTON

CASE NO. 19-02693-CW3-13
HEARING DATE: July 15, 2019
JUDGE CHARLES M WALKER
06/13/2019

**TRUSTEE'S MOTION TO CONVERT OR DISMISS FOR CAUSE FOR FAILURE TO
CONFIRM A PROPOSED PLAN PURSUANT TO 11 U.S.C. § 1307(c)(5)**

Henry E. Hildebrand, III, Standing Trustee for Chapter 13 matters in the Middle District of Tennessee, hereby moves the Court to convert or dismiss the above-styled case, whichever is in the best interest of creditors and the estate, for cause, pursuant to 11 U.S.C. § 1307(c)(5) for denial of confirmation of a plan under § 1325 and denial of a request made for additional time for filing another plan or modification of a plan.

In support of this motion, the Trustee would state that the Trustee has requested a hearing on confirmation of the debtor's proposed Chapter 13 plan based upon an objection to confirmation of the debtor's proposed plan. In the event the objection to confirmation is sustained, the debtor's proposed plan is not confirmed and request by the debtor, if any, for additional time to file another plan or a modification of the proposed plan is denied, the Trustee would request this Court convert or dismiss the case, whichever is in the best interest of creditors and the estate, for cause, pursuant to 11 U.S.C. § 1307(c)(5).

The Trustee requests the Court set a hearing on this motion to convert or dismiss on the same date and time as the hearing on confirmation of the proposed plan.

WHEREFORE, THE PREMISES CONSIDERED, the Trustee respectfully moves this Court to convert or dismiss, whichever is in the best interest of creditors and the estate, for cause, the above-styled case, pursuant to 11 U.S.C. § 1307(c)(5), for failure to confirm a proposed plan.

Respectfully submitted,

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
PHONE: 615-244-1101
FAX: 615-242-3241
pleadings@ch13nsh.com

mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON

Case No. **19-02693-CW3-13**

Judge: **CHARLES M WALKER**

CONFIRMATION HEARING DATE: **July 15, 2019**

TIME OF HEARING: **8:30 AM**

SSN XXX-XX-2065

TRUSTEE'S MOTION AND REQUEST FOR A HEARING ON CONFIRMATION

The Standing Trustee for Chapter 13 matters in the Middle District of Tennessee, hereby requests this Court set the above-styled case for a confirmation hearing, and for cause therefore would state:

A creditor in attendance at the Meeting of Creditors objected to confirmation or has filed a written objection prior to the meeting of creditors.

As grounds for such request, the Trustee would state:

BANK OF AMERICA FILED AN OBJECTION. BANCORP SOUTH FILED AND OBJECTION.

Other parties requesting notice of hearing: **NATALIE BROWN**

Respectfully Submitted,

Printed: **06/13/2019**

cc: Debtor(s)
Debtor(s) Attorney
Objecting Creditor

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
615-244-1101
pleadings@ch13nsh.com

ROTHSCHILD AND AUSBROOKS PLLC

J.H.

CHAPTER 13 TRUSTEE'S FIRST MEETING OF CREDITORS QUESTIONNAIRE

JUN 13 2019

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED BY EACH DEBTOR TO THE TRUSTEE AT THE TIME OF YOUR MEETING OF CREDITORS

J

Name: [REDACTED]

Case No. 19-02693-CW3-13

341 Date: June 11, 2019 11:00 am

1. Is your current mailing address? Yes No

[REDACTED] CIRCLE, BRENTWOOD, TN 37027

If your address is not correctly listed, indicate your correct mailing address:

Email address: [REDACTED]

I consent to Trustee sending correspondence by email, unless noted here.

2. What is your current phone number?

Home phone: N/A Cell phone: [REDACTED]

3. Do you have a domestic support obligation YOU HAVE TO PAY such as child support, or alimony? Yes No

If yes, please provide the following : *Not yet - Divorce litigation is currently ongoing.*

Claimant's name (person you owe): _____

Address: _____

Payment amount: \$ _____

When will your obligation to pay end? _____

If yes, are you current on your domestic support obligation payments since filing your Chapter 13 case? Yes No

4. Have you filed all required tax returns for the past four years? Yes No

Not required to file a tax return _____

If no, why not and identify the specific years: _____

5. Have you previously filed bankruptcy? Yes No

If yes, under what chapter did you file, when did you file, where did you file and state if you received a discharge? _____

6. Are you currently employed at: Yes No

ADRISSON & ASSOCIATES, ARCHITECTS, INC. NASHVILLE, TN.

7. If you have had a change in employment since filing your Chapter 13 case-

Name & address of new employer _____

New monthly income amount \$ _____

How often are you paid ? Weekly ___ Every two weeks ___ Semi-Monthly Monthly ___

8. Did you personally read and then sign the petition, schedules, statements and related documents? Yes No ___

9. Is the signature on the petition and the schedules your own? Yes No ___

10. Did you list everyone you owe money to in your schedules and statements? Yes No ___

11. Did you list everything you own in your schedules and statements? Yes No ___

12. Do you have a lawsuit or potential lawsuit against any person or company? Divorce Yes No ___

13. I have reviewed my budget today. The budget is accurate and I can live on this budget. Yes No ___

14. Identify the attorney or other individual with whom you determined which chapter to file under.
 Rothschild & Ausbrooks Jodie Mreshin (Judge)

Identify the attorney or other individual who assisted you in the preparation of your Chapter 13 plan.
 Rothschild & Ausbrooks

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE HEREIN ARE TRUE AND CORRECT.

11 Jun 19
Date

[Signature]
Debtor's Signature

ROTHSCHILD AND AUSBROOKS PLLC
Debtors Attorney

FAWN [REDACTED] FENTON

For Trustee Use Only

Tax Return received

Pay Advices received

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: ko8454
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jun 13, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 15, 2019.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 15, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 13, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; jdabbs2@rubinlublin.com; uluecf@gmail.com; BKRL@ecf.courtdrive.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 5

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 6/13/2019



mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN ██████████ FENTON
██████████
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

**CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203**

PLEASE INCLUDE ON ALL PAYMENTS:

**NAME: FAWN TIFFANY FENTON
CASE NUMBER: 319-02693**

FOR INQUIRIES:

**PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241**

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN ██████████ FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

**THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.**

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 27, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 29, 2019.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 29, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2019 at the address(es) listed below:

- ALEXANDER S KOVAL on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- HENRY EDWARD HILDEBRAND, III hhecf@chl3nsh.com
- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; ruluecf@gmail.com; BKRL@ecf.courtdrive.com
- US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN ██████████ FENTON	)	CHAPTER	13
██████████	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor’s Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk’s Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 27, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 29, 2019.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 29, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2019 at the address(es) listed below:

- ALEXANDER S KOVAL on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; ruluecf@gmail.com; BKRL@ecf.courtdrive.com
- US TRUSTEE ustregion08.na.ecf@usdoj.gov

TOTAL: 6

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN ██████████ FENTON	)	CHAPTER	13
██████████	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

ORDER GRANTING EXPEDITED MOTION TO EMPLOY REAL ESTATE AGENT AND APPROVE COMMISSION

This matter came before the Court on September 25, 2019 upon the Debtor’s Expedited Motion to Employ Real Estate Agent and Approve Commission with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Tommy Anderson of HDN Auction, LLC shall be approved as the real estate agent and approved up to a six percent (6%) commission for the real estate at 1986 Sunnyside Drive, Brentwood, TN 37027 and items of personal property pursuant to the Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

Case No. **19-02693-CW3-13**
JUDGE CHARLES M WALKER

SSN XXX-XX-2065

TRUSTEE'S NOTICE OF CLAIMS FILED IN THE ABOVE STYLED CASE

Comes now the standing Chapter 13 Trustee who hereby serves notice that the following claims have been filed in the above styled case. The deadline for filing non government claims in this case was **July 05, 2019**. The deadline for filing claims by governmental units was **October 23, 2019**. After such examination the Trustee states that claims should be deemed allowed, or 'not filed' as indicated below:

NAME AND ADDRESS OF CREDITOR	AMOUNT	CLASSIFICATION
1305 CLAIM NO ADDRESS GIVEN , 00000	\$0.00 DATE FILED: NOT FILED	UNSECURED - 1305 (O) Disb level: 43 ACCT: COMM:
	TRUSTEE'S CLAIM NO: 1 PERCENT ALLOWED: 100.00 %	COURT'S CLAIM#
BANCORPSOUTH BANK P O BOX 4360 TUPELO, MS 38803	\$275.00 DATE FILED: 6/6/2019	MTG-ON GOING MTG PYMT (D) Disb level: 21 ACCT: 5759 COMM: HELOC 1986 SUNNY SIDE DR TO BE SOLD WITHIN 180 DAYS OF CONFIRMATION
	TRUSTEE'S CLAIM NO: 2 PERCENT ALLOWED: 100.00 %	COURT'S CLAIM# 6
SPECIALIZED LOAN SERVICING LLC P O BOX 636007 LITTLETON, CO 80163	\$0.00 DATE FILED: 6/27/2019	MTG-ON GOING MTG PYMT (D) Disb level: 0 PAID OUTSIDE ACCT: 9228 COMM: 1986 SUNNY SIDE DR TO BE SOLD WITHIN 180 DAYS OF CONFIRMATION PAID FROM SALE PROCEEDS
	TRUSTEE'S CLAIM NO: 3	COURT'S CLAIM# 8

PAGE 2 - CHAPTER 13 CASE NO. 19-02693-CW3-13

TOYOTA MOTOR CREDIT CORP
P O BOX 9490
CEDAR RAPIDS, IA 52409

\$12,600.00

DATE FILED: 6/25/2019

AUTOMOBILE LOAN (V)
Disb level: 21

ACCT: 6480
COMM: 2017 TOYOTA PRIUS

TRUSTEE'S CLAIM NO: 4 COURT'S CLAIM# 7
PERCENT ALLOWED: 100.00 % + 5.50%

UNITED STATES TREASURY
P O BOX 7317
PHILADELPHIA, PA 19101-7317

\$0.00

DATE FILED: 7/17/2019

PRIORITY CREDITOR (C)
Disb level: 22

ACCT: 2065
COMM: 2016 2017 INCOME TAXES
AMENDED

TRUSTEE'S CLAIM NO: 5 COURT'S CLAIM# 1
PERCENT ALLOWED: 100.00 %

[REDACTED]
BROOKSIDE PROPERTIES INC
2002 RICHARD JONES RD STE 200C
NASHVILLE, TN 37215

\$0.00

DATE FILED: NOT FILED

COSTED - LEASE PYMT/POST PET
Disb level: 0
PAID OUTSIDE
ACCT:
COMM: RESIDENTIAL LEASE

TRUSTEE'S CLAIM NO: 6 COURT'S CLAIM#
PERCENT ALLOWED: .00 %

BECKET AND LEE LLP
PO BOX 3001
MALVERN, PA 19355

\$9,518.02

DATE FILED: 5/29/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: 1006
COMM: AMERICAN EXPRESS NATIONAL
BANK

TRUSTEE'S CLAIM NO: 7 COURT'S CLAIM# 4
PERCENT ALLOWED: 100.00 %

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA, TN 37388

\$12,900.65

DATE FILED: 5/16/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: 6580
COMM: CREDIT CARD VISA

TRUSTEE'S CLAIM NO: 8 COURT'S CLAIM# 2
PERCENT ALLOWED: 100.00 %

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BANK OF AMERICA
P O BOX 982238
EL PASO, TX 79998

\$0.00

DATE FILED: NOT FILED

UNSECURED CREDITOR (H)
Disb level: 41

ACCT:
COMM: CREDIT CARD

TRUSTEE'S CLAIM NO: 9
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM#

CAPITAL ONE BANK USA NA
BY AMERICAN INFOSOURCE AS AGENT
P O BOX 71083
CHARLOTTE, NC 28272

\$9,906.18

DATE FILED: 6/5/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **1267**
COMM:

TRUSTEE'S CLAIM NO: 10
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 5

CHASE CARD
P O BOX 15298
WILMINGTON, DE 19850-5298

\$0.00

DATE FILED: NOT FILED

NOTICE ONLY (N)
Disb level: 0

ACCT:
COMM:

TRUSTEE'S CLAIM NO: 11
PERCENT ALLOWED: **.00 %**

COURT'S CLAIM#

US ATTORNEY GENERAL
US DEPT OF JUSTICE
950 PENNSYLVANIA AVE
WASHINGTON, DC 20530

\$0.00

DATE FILED: NOT FILED

NOTICE ONLY (N)
Disb level: 0

ACCT:
COMM:

TRUSTEE'S CLAIM NO: 12
PERCENT ALLOWED: **.00 %**

COURT'S CLAIM#

UNITED STATES TREASURY
P O BOX 7317
PHILADELPHIA, PA 19101-7317

\$0.00

DATE FILED: 7/17/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **2065**
COMM: 2015 INCOME TAX AMENDED

TRUSTEE'S CLAIM NO: 13
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 1

PAGE 4 - CHAPTER 13 CASE NO. 19-02693-CW3-13

ASCEND FEDERAL CREDIT UNION
 P O BOX 1210
 TULLAHOMA, TN 37388

\$5,000.00

DATE FILED: 5/16/2019

UNSECURED/MODIFIED (M)
 Disb level: 31

ACCT: 8090
 COMM: VISA

TRUSTEE'S CLAIM NO: 14 COURT'S CLAIM# 3
 PERCENT ALLOWED: 100.00 % + 9.50%

BANCORPSOUTH BANK
 P O BOX 4360
 TUPELO, MS 38803

\$0.00

DATE FILED: 6/6/2019

MTG-PRE-PETITION ARREARS (E)
 Disb level: 0

ACCT:
 COMM: NO PAYMENTS TO BE MADE ON
 PRE-PETITION ARREARS /0/

TRUSTEE'S CLAIM NO: 15 COURT'S CLAIM# 6
 PERCENT ALLOWED: 100.00 %

BANCORPSOUTH BANK
 P O BOX 4360
 TUPELO, MS 38803

\$825.00

DATE FILED: 6/6/2019

MTG-GAP PYMTS (POST PET/PRE
 Disb level: 22

ACCT:
 COMM: MAY 2019-JULY 2019

TRUSTEE'S CLAIM NO: 16 COURT'S CLAIM# 6
 PERCENT ALLOWED: 100.00 %

BANCORPSOUTH BANK
 P O BOX 4360
 TUPELO, MS 38803

\$1,023.40

DATE FILED: 9/5/2019

MTG-FEES, COSTS & EXPENSES
 Disb level: 22

ACCT: 5759
 COMM: ATTORNEY FEES

TRUSTEE'S CLAIM NO: 17 COURT'S CLAIM# 6
 PERCENT ALLOWED: 100.00 %

TOTAL \$56,850.25

The Trustee proposes to pay on such claims in accordance with the confirmed plan, unless such claims are disallowed.

Accordingly, the Trustee notifies the court and the debtor that those claims which have been filed be deemed allowed for the purpose of distribution pursuant to the confirmed plan.

PAGE 5 - CHAPTER 13 CASE NO. **19-02693-CW3-13**

11/22/19
DATE

DT
INITIALS

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
PHONE: 615-244-1101
FAX: 615-242-3241
pleadings@ch13nsh.com

cc: HENRY E. HILDEBRAND, III
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

ROTHSCHILD AND AUSBROOKS PLLC
1222 16TH AVE SOUTH SUITE 12
NASHVILLE, TN 37212

**United States Bankruptcy Court
Middle District of Tennessee**

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No. **3:19-bk-02693**
Chapter **7**

NOTICE OF CONVERSION FROM CHAPTER 13 TO CHAPTER 7

PLEASE TAKE NOTICE that on ____, the above-captioned Chapter 13 case was converted to Chapter 7 pursuant to 11 U.S.C. §1307(a) and Federal Rule of Bankruptcy Procedure 1017(f)(3).

Date **December 5, 2019**

Signature **/s/ Fawn [REDACTED] Fenton**
Fawn [REDACTED] Fenton
Debtor

Attorney **/s/ Mary Beth Ausbrooks**
Mary Beth Ausbrooks

**Rothschild & Ausbrooks PLLC
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996
Fax: (615) 242-2003
notice@rothschildbklaw.com**

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number (if known) 3:19-bk-02693

Chapter you are filing under:

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

Check if this is an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a joint case—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses Debtor 1 and Debtor 2 to distinguish between them. In joint cases, one of the spouses must report information as Debtor 1 and the other as Debtor 2. The same person must be Debtor 1 in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Fawn
First name
Middle name

Fenton
Last name and Suffix (Sr., Jr., II, III)

First name
Middle name

Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

Fawn
Fawn

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-2065

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

I have not used any business name or EINs.

I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s)

Business name(s)

EINs

EINs

5. Where you live

If Debtor 2 lives at a different address:

[REDACTED]
Brentwood, TN 37027
Number, Street, City, State & ZIP Code

Number, Street, City, State & ZIP Code

Davidson
County

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

Number, P.O. Box, Street, City, State & ZIP Code

6. Why you are choosing this district to file for bankruptcy

Check one:

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason.
Explain. (See 28 U.S.C. § 1408.)

I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) **3:19-bk-02693**

Part 2: **Tell the Court About Your Bankruptcy Case**

7. **The chapter of the Bankruptcy Code you are choosing to file under** *Check one.* (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

8. **How you will pay the fee**

- I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. **Have you filed for bankruptcy within the last 8 years?**

- No.
- Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____
District _____	When _____	Case number _____

10. **Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?**

- No
- Yes.

Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	
Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	

11. **Do you rent your residence?**

- No. Go to line 12.
- Yes. Has your landlord obtained an eviction judgment against you?
 - No. Go to line 12.
 - Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

- No. Go to Part 4.
- Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

- No.
- Yes.
 - What is the hazard? _____
 - If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity.
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability.
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty.
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity.
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability.
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty.
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
 No. Go to line 16b.
 Yes. Go to line 17.
- 16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
 No. Go to line 16c.
 Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?
 No. I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?
 Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
 No
 Yes

18. How many Creditors do you estimate that you owe?
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

19. How much do you estimate your assets to be worth?
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

20. How much do you estimate your liabilities to be?
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input checked="" type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

Part 7: Sign Below

For you I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn ██████ Fenton
Fawn ██████ Fenton
 Signature of Debtor 1

 Signature of Debtor 2

Executed on December 5, 2019 Executed on _____
 MM / DD / YYYY MM / DD / YYYY

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

For your attorney, if you are represented by one

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

If you are not represented by an attorney, you do not need to file this page.

/s/ Mary Beth Ausbrooks
Signature of Attorney for Debtor

Date **December 5, 2019**
MM / DD / YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996**

Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 6,250.00

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

	Total claim
From Part 4 on Schedule E/F, copy the following:	
9a. Domestic support obligations (Copy line 6a.)	\$ <u>0.00</u>
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ <u>0.00</u>
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ <u>0.00</u>
9d. Student loans. (Copy line 6f.)	\$ <u>0.00</u>
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ <u>0.00</u>
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ <u>0.00</u>
9g. Total. Add lines 9a through 9f.	\$ <u>0.00</u>

Fill in this information to identify your case and this filing:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:19-bk-02693

Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
- Yes

3.1 Make: Toyota
 Model: Prius
 Year: 2017
 Approximate mileage: 30,000
 Other information:

VIN: [REDACTED]

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$14,500.00 Current value of the portion you own? \$14,500.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
- Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$14,500.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own? Do not deduct secured claims or exemptions.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
- Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items

\$1,500.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
- Yes. Describe.....

Cellphone, Laptop, TV, Tablet

\$1,000.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
- Yes. Describe.....

Breyer Horses

\$900.00

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
- Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
- Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101

\$2,700.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
- Yes. Describe.....

Clothing/Shoes/Purse

\$500.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
- Yes. Describe.....

Wedding Ring \$1500 and Costume jewelry

\$1,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Dog, 2 Bunnies, Fish **\$0.00**

14. Any other personal and household items you did not already list, including any health aids you did not list

- No
- Yes. Give specific information.....

Items in storage
Books, Luggage, Pet Supplies, Christmas Decorations **\$1,000.00**

2 Aquarium located at [REDACTED] **\$500.00**

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here **\$9,600.00**

Part 4 Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
- Yes.....

Cash **\$200.00**

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
- Yes..... Institution name:

17.1. Checking **First Farmers & Merchants** **\$5,000.00**

17.2. Checking **Ascend Federal CU** **\$120.00**

17.3. Savings **First Farmers & Merchants** **\$850.00**

17.4. Savings **Ascend Federal CU** **\$0.00**

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
- Yes..... Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

- No
- Yes. Give specific information about them.....
Name of entity: % of ownership:

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
- Yes. Give specific information about them
Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
- Yes. List each account separately.
Type of account: Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
- Yes.
Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
- Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).
 No
 Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

No

Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

No

Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

No

Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

No

Yes. Describe each claim.....

35. Any financial assets you did not already list

No

Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$6,170.00

Part 5 Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

No. Go to Part 6.

Yes. Go to line 38.

Part 6 Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

No. Go to Part 7.

Yes. Go to line 47.

Part 7 Describe All Property You Own or Have an Interest In That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

No

Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 8 List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$0.00
56. Part 2: Total vehicles, line 5	\$14,500.00	
57. Part 3: Total personal and household items, line 15	\$9,600.00	
58. Part 4: Total financial assets, line 36	\$6,170.00	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
	+	
62. Total personal property. Add lines 56 through 61...	\$30,270.00	Copy personal property total \$30,270.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$30,270.00

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 30,000 miles VIN: [REDACTED] Line from <i>Schedule A/B</i> : 3.1	\$14,500.00	<input checked="" type="checkbox"/> \$1,130.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from <i>Schedule A/B</i> : 10.1	\$2,700.00	<input checked="" type="checkbox"/> \$2,700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Clothing/Shoes/Purse Line from <i>Schedule A/B</i> : 11.1	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Cash Line from <i>Schedule A/B</i> : 16.1	\$200.00	<input checked="" type="checkbox"/> \$200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from <i>Schedule A/B</i> : 17.1	\$5,000.00	<input checked="" type="checkbox"/> \$5,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

Debtor 1 Fawn ██████ Fenton		Case number (if known) 3:19-bk-02693	
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Checking: Ascend Federal CU Line from Schedule A/B: 17.2	\$120.00	<input checked="" type="checkbox"/> \$120.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	\$850.00	<input checked="" type="checkbox"/> \$850.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

3. **Are you claiming a homestead exemption of more than \$170,350?**
 (Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
- Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- No
- Yes

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1 List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion if any
\$11,672.82	\$14,500.00	\$0.00

2.1 Toyota Motor Credit Co.

Creditor's Name
Attn Officer Manager or Agent
PO Box 9013
Addison, TX 75001
Number, Street, City, State & Zip Code

Describe the property that secures the claim:

2017 Toyota Prius 30,000 miles
VIN: [REDACTED]

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed
- Nature of lien. Check all that apply.**
- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset) **PMSI**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred **09/15/2016** Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:
 If this is the last page of your form, add the dollar value totals from all pages.
 Write that number here:

\$11,672.82
\$11,672.82

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
 First Name Middle Name Last Name

Debtor 2
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
 (if known)

Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2.
- Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount	
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	Last 4 digits of account number	\$0.00	\$0.00	\$0.00
	When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of PRIORITY unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____				
	Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				

Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.
- Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

4.1 **American InfoSource as agent** Last 4 digits of account number **\$9,906.18**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 71083
Charlotte, NC 28272-1083
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____
 As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
 Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **re: Capital One Bank USA NA**

4.2 **Ascend Federal Credit Union** Last 4 digits of account number **\$12,900.65**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____
 As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
 Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Credit Card**

4.3 **Ascend Federal Credit Union** Last 4 digits of account number **\$4,212.89**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____
 As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
 Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Credit Card**

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

4.4 BanCorp South Last 4 digits of account number _____ \$0.00
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 4360
Tupelo, MS 38803
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **1986 Sunny Side Drive Brentwood, TN 37027 Notice**

4.5 Bank of America Last 4 digits of account number _____ \$11,793.22
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Credit Card**

4.6 Becket & Lee LLP Last 4 digits of account number _____ \$9,518.02
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 3001
Malvern, PA 19355-0701
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **re: American Express**

Debtor 1 **Fawn Fenton**

Case number (if known) **3:19-bk-02693**

4.7 Chase Card Last 4 digits of account number _____ **\$0.00**

Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850

Number Street City State Zip Code
 Who incurred the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Notice**

4.8 Specialized Loan Servicing, LLC Last 4 digits of account number _____ **\$0.00**

Nonpriority Creditor's Name
Attn: Officer Manager or Agent
8742 Lucent Blvd., Suite 300
Highlands Ranch, CO 80129

Number Street City State Zip Code
 Who incurred the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **1986 Sunny Side Drive Brentwood, TN 37027 Notice**

4.9 Virginia Lee Story Last 4 digits of account number _____ **\$11,514.50**

Nonpriority Creditor's Name
Attn: Officer Manager or Agent
136 Fourth Ave. South
Franklin, TN 37064

Number Street City State Zip Code
 Who incurred the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Attorney Fees - Divorce Proceeding**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line **2.1** of (Check one):

- Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line **2.1** of (Check one):

- Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
Total claims from Part 1	6a. Domestic support obligations	6a. \$	0.00
	6b. Taxes and certain other debts you owe the government	6b. \$	0.00
	6c. Claims for death or personal injury while you were intoxicated	6c. \$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. \$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e. \$	0.00
Total claims from Part 2	6f. Student loans	6f. \$	0.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$	0.00
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i. \$	59,845.46
	6j. Total Nonpriority. Add lines 6f through 6i.	6j. \$	59,845.46

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. Do you have any executory contracts or unexpired leases?

- No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease
Name, Number, Street, City, State and ZIP Code

State what the contract or lease is for

2.1 **[REDACTED]**
c/o Brookside Properties, Inc.
2002 Richard Jones Road, Suite 200-C
Nashville, TN 37215

Assume Residential Lease
Ends 08/2020

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- No
- Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.
- Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor
Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt
 Check all schedules that apply:

3.1
 Name _____
 Number Street State ZIP Code
City

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

3.2
 Name _____
 Number Street State ZIP Code
City

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

Fill in this information to identify your case.

Debtor 1 **Fawn Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number (If known) **3:19-bk-02693**

Check if this is:

- An amended filing
- A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 1061

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

How long employed there?

Debtor 1

Employed

Not employed

Debtor 2 or non-filing spouse

Employed

Not employed

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
--	--------------	-----------------------------------

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2.	\$	0.00	\$	N/A
----	----	------	----	-----

3. Estimate and list monthly overtime pay.

3.	+\$	0.00	+\$	N/A
----	-----	------	-----	-----

4. Calculate gross income. Add line 2 + line 3.

4.	\$	0.00	\$	N/A
----	----	------	----	-----

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ <u>0.00</u>	\$ <u>N/A</u>
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ <u>0.00</u>	\$ <u>N/A</u>
5b. Mandatory contributions for retirement plans	5b.	\$ <u>0.00</u>	\$ <u>N/A</u>
5c. Voluntary contributions for retirement plans	5c.	\$ <u>0.00</u>	\$ <u>N/A</u>
5d. Required repayments of retirement fund loans	5d.	\$ <u>0.00</u>	\$ <u>N/A</u>
5e. Insurance	5e.	\$ <u>0.00</u>	\$ <u>N/A</u>
5f. Domestic support obligations	5f.	\$ <u>0.00</u>	\$ <u>N/A</u>
5g. Union dues	5g.	\$ <u>0.00</u>	\$ <u>N/A</u>
5h. Other deductions. Specify: _____	5h.+	\$ <u>0.00</u> + \$	<u>N/A</u>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ <u>0.00</u>	\$ <u>N/A</u>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ <u>0.00</u>	\$ <u>N/A</u>
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ <u>0.00</u>	\$ <u>N/A</u>
8b. Interest and dividends	8b.	\$ <u>0.00</u>	\$ <u>N/A</u>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ <u>0.00</u>	\$ <u>N/A</u>
8d. Unemployment compensation	8d.	\$ <u>1,191.67</u>	\$ <u>N/A</u>
8e. Social Security	8e.	\$ <u>0.00</u>	\$ <u>N/A</u>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: Anticipated Food Stamps	8f.	\$ <u>100.00</u>	\$ <u>N/A</u>
8g. Pension or retirement income	8g.	\$ <u>0.00</u>	\$ <u>N/A</u>
8h. Other monthly income. Specify: _____	8h.+	\$ <u>0.00</u> + \$	<u>N/A</u>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ <u>1,291.67</u>	\$ <u>N/A</u>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ <u>1,291.67</u> + \$	\$ <u>N/A</u> = \$ <u>1,291.67</u>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11.	+\$	<u>0.00</u>
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ <u>1,291.67</u> Combined monthly income	
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain:	Debtor was let go from her prior employer and received severance through September 30, 2019. She has applied for unemployment and is looking for a new job. Anticipated income is listed on Schedule I.		

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
 (If known)

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY _____

Official Form 106J
Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1 Describe Your Household

1. **Is this a joint case?**
- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
- No
- Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.
2. **Do you have dependents?** No
- Do not list Debtor 1 and Debtor 2. Yes. Fill out this information for each dependent.....
- | Dependent's relationship to Debtor 1 or Debtor 2 | Dependent's age | Does dependent live with you? |
|--|-----------------|-------------------------------|
| _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes |
| _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes |
| _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes |
| _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes |
- Do not state the dependents names.
3. **Do your expenses include expenses of people other than yourself and your dependents?** No Yes

Part 2 Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. **The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.
4. \$ 1,229.00
- If not included in line 4:**
- 4a. Real estate taxes 4a. \$ 0.00
- 4b. Property, homeowner's, or renter's insurance 4b. \$ 15.00
- 4c. Home maintenance, repair, and upkeep expenses 4c. \$ 0.00
- 4d. Homeowner's association or condominium dues 4d. \$ 0.00
5. **Additional mortgage payments for your residence,** such as home equity loans 5. \$ 0.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>90.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>100.00</u>
6d. Other. Specify: _____	6d. \$ <u>0.00</u>
7. Food and housekeeping supplies	7. \$ <u>500.00</u>
8. Childcare and children's education costs	8. \$ <u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>89.00</u>
10. Personal care products and services	10. \$ <u>50.00</u>
11. Medical and dental expenses	11. \$ <u>10.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>150.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>0.00</u>
14. Charitable contributions and religious donations	14. \$ <u>25.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>170.00</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>300.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: Storage	17c. \$ <u>127.00</u>
17d. Other. Specify: _____	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	19. \$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: Pet Supplies - 1 Dog & 2 Bunnies & Fish	21. +\$ <u>200.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>3,055.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ _____
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>3,055.00</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ <u>1,291.67</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>3,055.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$ <u>-1,763.33</u>

24. Do you expect an increase or decrease in your expenses within the year after you file this form?
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

No.

Yes.

Explain here: **Health Insurance through prior employer ended on September 30, 2019. She is unsure how much her medical expenses will be moving forward.**

Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
 First Name Middle Name Last Name

Debtor 2
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
 (if known)

Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of person _____ Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Fawn [redacted] Fenton X _____
 Fawn [redacted] Fenton Signature of Debtor 2
 Signature of Debtor 1

Date December 5, 2019 Date _____

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 107
Statement of Financial Affairs for Individuals Filing for Bankruptcy 4/19

Be as *complete* and *accurate* as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- Married
- Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- No
- Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: May 2011 - April 2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- No
- Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2: Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- No
- Yes. Fill in the details.

	Debtor 1	Debtor 2
From January 1 of current year until the date you filed for bankruptcy:	Sources of income <small>Check all that apply.</small>	Sources of income <small>Check all that apply.</small>
	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business 	<ul style="list-style-type: none"> <input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business
	Gross income <small>(before deductions and exclusions)</small>	Gross income <small>(before deductions and exclusions)</small>
	\$60,625.00	

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

	Debtor 1		Debtor 2
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.
For last calendar year: (January 1 to December 31, 2018)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,108.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business
For the calendar year before that: (January 1 to December 31, 2017)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,677.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business

5. Did you receive any other income during this year or the two previous calendar years?
 Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- No
- Yes. Fill in the details.

Debtor 1	Gross income from each source (before deductions and exclusions)	Debtor 2	Gross income (before deductions and exclusions)
Sources of income Describe below.		Sources of income Describe below.	

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?
 No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825* or more?

- No. Go to line 7.
- Yes. List below each creditor to whom you paid a total of \$6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**
 During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- No. Go to line 7.
- Yes. List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No
- Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**

Include payments on debts guaranteed or cosigned by an insider.

- No
- Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
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Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**

List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- No
- Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	Divorce Proceeding	Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
 Check all that apply and fill in the details below.

- No. Go to line 11.
- Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
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11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- No
- Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
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12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- No
- Yes

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- No
 Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address: Walden's Puddle Wildlife Rehab PO Box 641 Joelton, TN 37080	\$25.00 Monthly	2016 - Present	\$250.00

Person's relationship to you:

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No
 Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600	Describe what you contributed	Dates you contributed	Value
Charity's Name Address (Number, Street, City, State and ZIP Code)			

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No
 Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss	Date of your loss	Value of property lost
	Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .		

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
 Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc.	Credit Counseling	04/01/2019	\$15.00
Debtor			
Rothschild & Ausbrooks PLLC 1222 16th Avenue South, Suite 12 Nashville, TN 37212-2926 notice@rothschildbklaw.com	Attorney Fees	10/15/19	\$1,000.00
Debtor			

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Rothschild & Ausbrooks PLLC 1222 16th Avenue South, Suite 12 Nashville, TN 37212-2926 notice@rothschildbklaw.com Chapter 13 Trustee	Attorney Fees	Paid through Chapter 13	\$2,310.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

Person Who Received Transfer Address	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person's relationship to you Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	2003 Buick LeSabre	None	January 2019
Greg Golden 101 Creekside Xing, #170195 Brentwood, TN 37027	324,360.00 Sale Price 1986 Sunnyside Drive Brentwood, TN	\$324,360.00 Sale Price Pursuant to Divorce Proceeding	10/29/2019
None			

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- No
- Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
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Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- No
- Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No
- Yes. Fill in the details.

Name of Financial Institution	Who else had access to it?	Describe the contents	Do you still have it?
Address (Number, Street, City, State and ZIP Code)	Address (Number, Street, City, State and ZIP Code)		

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No
- Yes. Fill in the details.

Name of Storage Facility	Who else has or had access to it?	Describe the contents	Do you still have it?
Address (Number, Street, City, State and ZIP Code)	Address (Number, Street, City, State and ZIP Code)		
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	Fawn [REDACTED] Fenton [REDACTED] Brentwood, TN 37027	Books, Luggage, Pet Supplies, Christmas decorations	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No
- Yes. Fill in the details.

Owner's Name	Where is the property?	Describe the property	Value
Address (Number, Street, City, State and ZIP Code)	Address (Number, Street, City, State and ZIP Code)		

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Fill in the details.

Name of site	Governmental unit	Environmental law, if you know it	Date of notice
Address (Number, Street, City, State and ZIP Code)	Address (Number, Street, City, State and ZIP Code)		

25. Have you notified any governmental unit of any release of hazardous material?

- No
- Yes. Fill in the details.

Name of site	Governmental unit	Environmental law, if you know it	Date of notice
Address (Number, Street, City, State and ZIP Code)	Address (Number, Street, City, State and ZIP Code)		

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
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Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- A member of a limited liability company (LLC) or limited liability partnership (LLP)
- A partner in a partnership
- An officer, director, or managing executive of a corporation
- An owner of at least 5% of the voting or equity securities of a corporation

- No. None of the above applies. Go to Part 12.
- Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed
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28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No
- Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ **Fawn [REDACTED] Fenton**

Fawn [REDACTED] Fenton
Signature of Debtor 1

Signature of Debtor 2

Date **December 5, 2019**

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No
- Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 108
Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- creditors have claims secured by your property, or
- you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Toyota Motor Credit Co.	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 2017 Toyota Prius 30,000 miles VIN: [REDACTED]		

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases	Will the lease be assumed?
Lessor's name: [REDACTED]	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of leased Property: Assume Residential Lease Ends 08/2020	

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Part 3 Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor 1

X _____
Signature of Debtor 2

Date December 5, 2019

Date _____

Fill in this information to identify your case

Debtor 1 **Fawn** **Fenton**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number **3:19-bk-02693**
(if known)

Check one box only as directed in this form and in Form 122A-1 Supp

1. There is no presumption of abuse

2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).

3. The Means Test does not apply now because of qualified military service but it could apply later.

Check if this is an amended filing

Official Form 122A - 1
Chapter 7 Statement of Your Current Monthly Income

12/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1 Supp) with this form.

Part 1: Calculate Your Current Monthly Income

- What is your marital and filing status? Check one only.
 - Not married. Fill out Column A, lines 2-11.
 - Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
 - Married and your spouse is NOT filing with you. You and your spouse are:
 - Living in the same household and are not legally separated. Fill out both Columns A and B, lines 2-11.
 - Living separately or are legally separated. Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse								
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 6,250.00	\$ 0.00								
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00								
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$ 0.00								
5. Net income from operating a business, profession, or farm	<table border="0"> <tr> <td colspan="2" style="text-align: center;">Debtor 1</td> </tr> <tr> <td>Gross receipts (before all deductions)</td> <td>\$ 0.00</td> </tr> <tr> <td>Ordinary and necessary operating expenses</td> <td>-\$ 0.00</td> </tr> <tr> <td>Net monthly income from a business, profession, or farm</td> <td>\$ 0.00</td> </tr> </table>		Debtor 1		Gross receipts (before all deductions)	\$ 0.00	Ordinary and necessary operating expenses	-\$ 0.00	Net monthly income from a business, profession, or farm	\$ 0.00
Debtor 1										
Gross receipts (before all deductions)	\$ 0.00									
Ordinary and necessary operating expenses	-\$ 0.00									
Net monthly income from a business, profession, or farm	\$ 0.00									
6. Net income from rental and other real property	<table border="0"> <tr> <td colspan="2" style="text-align: center;">Debtor 1</td> </tr> <tr> <td>Gross receipts (before all deductions)</td> <td>\$ 0.00</td> </tr> <tr> <td>Ordinary and necessary operating expenses</td> <td>-\$ 0.00</td> </tr> <tr> <td>Net monthly income from rental or other real property</td> <td>\$ 0.00</td> </tr> </table>		Debtor 1		Gross receipts (before all deductions)	\$ 0.00	Ordinary and necessary operating expenses	-\$ 0.00	Net monthly income from rental or other real property	\$ 0.00
Debtor 1										
Gross receipts (before all deductions)	\$ 0.00									
Ordinary and necessary operating expenses	-\$ 0.00									
Net monthly income from rental or other real property	\$ 0.00									
7. Interest, dividends, and royalties	\$ 0.00	\$ 0.00								

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation	\$ 0.00	\$ 0.00
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ 0.00	
For your spouse	\$ 0.00	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	\$ 0.00	\$ 0.00
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act; payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total amounts from separate pages, if any.	+ \$ 0.00	\$ 0.00

11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.

\$ 6,250.00	+	\$ 0.00	=	\$ 6,250.00
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Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11 Copy line 11 here=> \$ **6,250.00**

Multiply by 12 (the number of months in a year) x 12

12b. The result is your annual income for this part of the form 12b. \$ **75,000.00**

13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live. TN

Fill in the number of people in your household. 1

Fill in the median family income for your state and size of household. 13. \$ **47,214.00**

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

14. How do the lines compare?

14a. Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.

14b. Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
 Signature of Debtor 1

Date **December 5, 2019**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period **10/01/2018** to **03/31/2019**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: **Adkisson & Associates (Ended 9.30.19)**

Constant income of **\$6,250.00** per month.

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

- Chapter 7 - Liquidation
- Chapter 11 - Reorganization
- Chapter 12 - Voluntary repayment plan for family farmers or fishermen
- Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7: Liquidation

\$245	filing fee
\$75	administrative fee
+	\$15 trustee surcharge
<hr/>	
\$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

- most taxes;
- most student loans;
- domestic support and property settlement obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$550	administrative fee
	\$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	<u>\$275</u>	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	<u>\$310</u>	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts.

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days **before** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

B2030 (Form 2030) (12/15)

**United States Bankruptcy Court
 Middle District of Tennessee**

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No. **3:19-bk-02693**

Chapter **7**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept.....	\$	<u>1,000.00</u>
Prior to the filing of this statement I have received.....	\$	<u>1,000.00</u>
Balance Due.....	\$	<u>0.00</u>

2. The source of the compensation paid to me was:

Debtor Other (specify):

3. The source of compensation to be paid to me is:

Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]

For the agreed upon fee, Rothschild & Ausbrooks, PLLC has agreed to perform all regular and routine services to be rendered in this Chapter 13/7 proceeding, which include but are not limited to advice rendered to the debtor before and during the pendency of the case concerning the nature and effect of Chapter 13/7 bankruptcy, preparation and filing of statements and schedules, attendance at the meeting of creditors and confirmation hearing, preparation of defense in the event of a motion for relief from stay, preparation of motions by debtor to amend the plan, add creditors, or suspend payments, and preparation and filing of discharge documents. Other services such as dealing with creditors during the life of the plan, submitting requests for payment reports from the trustee, and other regular and routine services not specifically stated herein, are included without additional charge to the debtor.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

The debtor has acknowledged that matters may arise in connection with the bankruptcy case which are not included in the regular and routine services to be rendered for the fee quoted. Charges for such additional services will be assessed at our standard hourly rate for the particular attorney working on the case, and shall be in addition to the quoted fee. Debtor has been advised that these charges must be submitted to the Bankruptcy Court for approval. Such services would include, but are not limited to, attendance at depositions or Rule 2004 examinations and other pretrial hearings in regard to objections to confirmation and/or adversary proceedings concerning discharge of debt, research, preparation of briefs, preparation for trial, and court time at trial in such litigated matters.

In re **Fawn [REDACTED] Fenton**

Case No. **3:19-bk-02693**

Debtor(s)

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)
(Continuation Sheet)

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

December 5, 2019

Date

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Signature of Attorney

Rothschild & Ausbrooks PLLC

1222 16th Avenue South, Suite 12

Nashville, TN 37212-2926

(615) 242-3996 Fax: (615) 242-2003

notice@rothschildbkllaw.com

Name of law firm

**United States Bankruptcy Court
Middle District of Tennessee**

In re Fawn [REDACTED] Fenton Debtor(s) Case No. 3:19-bk-02693
Chapter 7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: December 5, 2019

/s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
PO BOX 4360
TUPELO MS 38803

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BECKET & LEE LLP
ATTN: OFFICER MANAGER OR AGENT
PO BOX 3001
MALVERN PA 19355-0701

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203

SPECIALIZED LOAN SERVICING, LLC
ATTN: OFFICER MANAGER OR AGENT
8742 LUCENT BLVD., SUITE 300
HIGHLANDS RANCH CO 80129

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530


C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

VIRGINIA LEE STORY
ATTN: OFFICER MANAGER OR AGENT
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064

Fill in this information to identify your case.

Debtor 1 Fawn [REDACTED] Fenton

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:19-bk-02693
(if known)

Check the appropriate box as directed in lines 40 or 42:

According to the calculations required by this Statement:

1. There is no presumption of abuse.

2. There is a presumption of abuse.

Check if this is an amended filing

Official Form 122A - 2 Chapter 7 Means Test Calculation

04/19

To fill out this form, you will need your completed copy of *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form, include the line number to which additional information applies. On the top any additional pages, write your name and case number (if known).

Part 1: Determine Your Adjusted Income

1. Copy your total current monthly income. _____ Copy line 11 from Official Form 122A-1 here=>..... \$ 6,250.00

2. Did you fill out Column B in Part 1 of Form 122A-1?

No. Fill in \$0 for the total on line 3.

Yes. Is your spouse Filing with you?

No. Go to line 3.

Yes. Fill in \$0 the total on line 3.

3. Adjust your current monthly income by subtracting any part of your spouse's income not used to pay for the household expenses of you or your dependents. Follow these steps:

On line 11, Column B of Form 122A-1, was any amount of the income you reported for your spouse NOT regularly used for the household expenses of you or your dependents?

No. Fill in 0 for the total on line 3.

Yes. Fill in the information below:

State each purpose for which the income was used
For example, the income is used to pay your spouse's tax debt or to support other than you or your dependents.

Fill in the amount you are subtracting from your spouse's income

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total..... \$ 0.00

Copy total here=>... - \$ 0.00

4. Adjust your current monthly income. Subtract line 3 from line 1.

\$ 6,250.00

Debtor 1 **Fawn Fenton**

Case number (if known) **3:19-bk-02693**

Part 2: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not deduct any amounts that you subtracted from your spouse's income in line 3 and do not deduct any operating expenses that you subtracted from income in lines 5 and 6 of form 122A-1.

If your expenses differ from month to month, enter the average expense.

Whenever this part of the form refers to *you*, it means both you and your spouse if Column B of Form 122A-1 is filled in.

5. The number of people used in determining your deductions from income

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household.

1

National Standards You must use the IRS National Standards to answer the questions in lines 6-7.

6. Food, clothing, and other items: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items. \$ 647.00

7. Out-of-pocket health care allowance: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories—people who are under 65 and people who are 65 or older—because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

People who are under 65 years of age

7a. Out-of-pocket health care allowance per person \$ 52.00

7b. Number of people who are under 65 X 1

7c. Subtotal. Multiply line 7a by line 7b. \$ 52.00 Copy here=> \$ 52.00

People who are 65 years of age or older

7d. Out-of-pocket health care allowance per person \$ 114.00

7e. Number of people who are 65 or older X 0

7f. Subtotal. Multiply line 7d by line 7e. \$ 0.00 Copy here=> +\$ 0.00

7g. Total. Add line 7c and line 7f \$ 52.00 Copy total here=> \$ 52.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Local Standards You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- Housing and utilities - Insurance and operating expenses
- Housing and utilities - Mortgage or rent expenses

To answer the questions in lines 8-9, use the U.S. Trustee Program chart.

To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. **Housing and utilities - Insurance and operating expenses:** Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. \$ **490.00**

9. **Housing and utilities - Mortgage or rent expenses:**

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses. \$ **1,447.00**

9b. Total average monthly payment for all mortgages and other debts secured by your home.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of the creditor	Average monthly payment
-NONE-	\$

Total average monthly payment \$ **0.00** Copy here=> -\$ **0.00** Repeat this amount on line 33a.

9c. Net mortgage or rent expense.

Subtract line 9b (total average monthly payment) from line 9a (mortgage or rent expense). If this amount is less than \$0, enter \$0. \$ **1,447.00** Copy here=> \$ **1,447.00**

10. **If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim.** \$ **0.00**

Explain why:

11. **Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

- 0. Go to line 14.
- 1. Go to line 12.
- 2 or more. Go to line 12.

12. **Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area. \$ **196.00**

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

13. **Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

Vehicle 1 Describe Vehicle 1: **2017 Toyota Prius 30,000 miles VIN: ██████████**

13a. Ownership or leasing costs using IRS Local Standard..... \$ **497.00**

13b. Average monthly payment for all debts secured by Vehicle 1.
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you filed for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
Toyota Motor Credit Co.	\$ 300.00

Total Average Monthly Payment \$ **300.00** Copy here => -\$ **300.00** Repeat this amount on line 33b.

13c. Net Vehicle 1 ownership or lease expense
Subtract line 13b from line 13a. if this amount is less than \$0, enter \$0..... \$ **197.00** Copy net Vehicle 1 expense here => \$ **197.00**

Vehicle 2 Describe Vehicle 2: _____

13d. Ownership or leasing costs using IRS Local Standard..... \$ **0.00**

13e. Average monthly payment for all debts secured by Vehicle 2. Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
_____	\$ _____

Total Average Monthly Payment \$ _____ Copy here => -\$ **0.00** Repeat this amount on line 33c.

13f. Net Vehicle 2 ownership or lease expense
Subtract line 13e from line 13d. if this amount is less than \$0, enter \$0. \$ **0.00** Copy net Vehicle 2 expense here => \$ **0.00**

14. **Public transportation expense:** If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation* expense allowance regardless of whether you use public transportation. \$ **0.00**

15. **Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*. \$ **0.00**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Other Necessary Expenses In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

- 16. **Taxes:** The total monthly amount that you will actually owe for federal, state and local taxes, such as income taxes, self-employment taxes, Social Security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.
Do not include real estate, sales, or use taxes. \$ 1,654.96
- 17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.
Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. \$ 0.00
- 18. **Life Insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance. Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. \$ 0.00
- 19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.
Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. \$ 0.00
- 20. **Education:** The total monthly amount that you pay for education that is either required:
 - as a condition for your job, or
 - for your physically or mentally challenged dependent child if no public education is available for similar services.\$ 0.00
- 21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool. Do not include payments for any elementary or secondary school education. \$ 0.00
- 22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7. Payments for health insurance or health savings accounts should be listed only in line 25. \$ 0.00
- 23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.
Do not include payments for basic home telephone, internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 122A-1, or any amount you previously deducted. + \$ 0.00
- 24. **Add all of the expenses allowed under the IRS expense allowances.** \$ 4,683.96
Add lines 6 through 23.

Debtor 1 **Fawn Fenton**

Case number (if known) **3:19-bk-02693**

Additional Expense Deductions These are additional deductions allowed by the Means Test.

Note: Do not include any expense allowances listed in lines 6-24.

25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.

Health insurance	\$	<u>0.00</u>
Disability insurance	\$	<u>0.00</u>
Health savings account	+ \$	<u>0.00</u>

Total	\$	<u>0.00</u>	Copy total here=>	\$	<u>0.00</u>
-------	----	-------------	-------------------	----	-------------

Do you actually spend this total amount?

- No. How much do you actually spend?
- Yes

\$ _____

26. **Continued contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLE program. 26 U.S.C. § 529A(b).

\$ 0.00

27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply.

By law, the court must keep the nature of these expenses confidential.

\$ 0.00

28. **Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

29. **Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than \$170.83* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

* Subject to adjustment on 4/01/22, and every 3 years after that for cases begun on or after the date of adjustment.

\$ 0.00

30. **Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

31. **Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 26 U.S.C. § 170(c)(1)-(2).

+\$ 25.00

32. **Add all of the additional expense deductions.**
Add lines 25 through 31.

\$ 25.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Deductions for Debt Payment

33. For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Mortgages on your home:

33a. Copy line 9b here \Rightarrow **Average monthly payment**
\$ **0.00**

Loans on your first two vehicles:

33b. Copy line 13b here \Rightarrow \$ **300.00**

33c. Copy line 13e here \Rightarrow \$ **0.00**

33d. List other secured debts:

Name of each creditor for other secured debt	Identify property that secures the debt	Does payment include taxes or insurance?	
-NONE-		<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	+\$ _____

33e. Total average monthly payment. Add lines 33a through 33d **\$ 300.00** Copy total here \Rightarrow **\$ 300.00**

34. Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?

- No. Go to line 35.
- Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount	Monthly cure amount
-NONE-		\$ _____	+ 60 = \$ _____

Total **\$ 0.00** Copy total here \Rightarrow **\$ 0.00**

35. Do you owe any priority claims such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case? 11 U.S.C. § 507.

- No. Go to line 36.
- Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims **\$ 0.00 + 60 = \$ 0.00**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

36. Are you eligible to file a case under Chapter 13? 11 U.S.C. § 109(e).
 For more information, go online using the link for *Bankruptcy Basics* specified in the separate instructions for this form. *Bankruptcy Basics* may also be available at the bankruptcy clerk's office.

- No. Go to line 37.
- Yes. Fill in the following information.

Projected monthly plan payment if you were filing under Chapter 13 \$ 1,190.00

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts) X 3.50

To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

Average monthly administrative expense if you were filing under Chapter 13 \$ 41.65 Copy total here=> \$ 41.65

37. Add all of the deductions for debt payment.
 Add lines 33e through 36.

\$ 341.65

Total Deductions from Income

38. Add all of the allowed deductions.

Copy line 24, All of the expenses allowed under IRS expense allowances \$ 4,683.96
 Copy line 32, All of the additional expense deductions \$ 25.00
 Copy line 37, All of the deductions for debt payment +\$ 341.65

Total deductions \$ 5,050.61 Copy total here.....=> \$ 5,050.61

Part 3: Determine Whether There is a Presumption of Abuse

39. Calculate monthly disposable income for 60 months

39a. Copy line 4, adjusted current monthly income \$ 6,250.00
 39b. Copy line 38, Total deductions - \$ 5,050.61

39c. Monthly disposable income. 11 U.S.C. § 707(b)(2).
 Subtract line 39b from line 39a \$ 1,199.39 Copy here=> \$ 1,199.39

For the next 60 months (5 years) x 60

39d. Total. Multiply line 39c by 60 \$ 71,963.40 Copy here=> \$ 71,963.40

40. Find out whether there is a presumption of abuse. Check the box that applies:

- The line 39d is less than \$8,175*. On the top of page 1 of this form, check box 1, *There is no presumption of abuse*. Go to Part 5.
- The line 39d is more than \$13,650*. On the top of page 1 of this form, check box 2, *There is a presumption of abuse*. You may fill out Part 4 if you claim special circumstances. Go to Part 5.
- The line 39d is at least \$8,175*, but not more than \$13,650*. Go to line 41.

*Subject to adjustment on 4/01/22, and every 3 years after that for cases filed on or after the date of adjustment.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

41. 41a. **Fill in the amount of your total nonpriority unsecured debt.** If you filled out *A Summary of Your Assets and Liabilities and Certain Statistical Information Schedules* (Official Form 106Sum), you may refer to line 3b on that form. 41a. \$ _____

x .25

41b. **25% or your total nonpriority unsecured debt.** 11 U.S.C. § 707(b)(2)(A)(i)(I)
Multiply line 41a by 0.25.....

\$ _____	Copy here=>	\$ _____
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42. **Determine whether the income you have left over after subtracting all allowed deductions is enough to pay 25% of your unsecured, nonpriority debt.**
Check the box that applies:

- Line 39d is less than line 41b.** On the top of page 1 of this form, check box 1, *There is no presumption of abuse.* Go to Part 5.
- Line 39d is equal to or more than line 41b.** On the top of page 1 of this form, check box 2, *There is a presumption of abuse.* You may fill out Part 4 if you claim special circumstances. Then go to Part 5.

Part 4: Give Details About Special Circumstances

43. **Do you have any special circumstances that justify additional expenses or adjustments of current monthly income for which there is no reasonable alternative?** 11 U.S.C. § 707(b)(2)(B).

- No. Go to Part 5.
- Yes. Fill in the following information. All figures should reflect your average monthly expense or income adjustment for each item. You may include expenses you listed in line 25.

You must give a detailed explanation of the special circumstances that make the expenses or income adjustments necessary and reasonable. You must also give your case trustee documentation of your actual expenses or income adjustments.

Give a detailed explanation of the special circumstances	Average monthly expense or income adjustment
Debtor lost job - last paydate 9.30.19	\$ 6,250.00
_____	\$ _____
_____	\$ _____
_____	\$ _____

Part 5: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor 1

Date December 5, 2019
MM/DD/YYYY

Information to identify the case:			Social Security number or ITIN	xxx-xx-2065
Debtor 1	Fawn ██████ Fenton		EIN	__-_____-
	First Name	Middle Name	Last Name	
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name		Social Security number or ITIN	_____
			EIN	__-_____-
United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE			Date case filed in chapter	13 4/26/19
Case number: 3:19-bk-02693			Date case converted to chapter	7 12/6/19

**Form 309A Conversion (For Individuals or Joint Debtors)
Notice of Chapter 7 Bankruptcy Case -- No Asset**

12/17

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn ██████ Fenton	
2. All other names used in the last 8 years	████████████████████ ████████████████████	
3. Address	████████████████████ Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. Bankruptcy trustee Name and address	JOHN C. MCLEMORE LAW OFFICE OF JOHN C. MCLEMORE, PLLC 2000 RICHARD JONES RD., STE. 250 NASHVILLE, TN 37215	Contact phone: 615 383-9495 Email: None

For more information, see page 2 >

Form 309Acon (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Asset

page 1

Debtor Fawn ██████ Fenton

Case number 3:19-bk-02693

<p>6. Bankruptcy clerk's office</p> <p>Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.</p>	<p>701 Broadway Room 170 Nashville, TN 37203</p>	<p>Hours open: 8:00AM-4:00PM Monday-Friday</p> <p>Contact phone: 615-736-5584</p> <p>Date: 12/6/19</p>
<p>7. Meeting of creditors</p> <p>Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p>January 6, 2020 at 01:00 PM</p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p>	<p>Location:</p> <p>Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>*** Valid photo identification required ***</p>		
<p>8. Presumption of abuse</p> <p>If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.</p>	<p>The Presumption of abuse does not arise.</p>	
<p>9. Deadlines</p> <p>The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p>File by the deadline to object to discharge or to challenge whether certain debts are dischargeable: Filing deadline: 3/6/20</p> <p>You must file a complaint:</p> <ul style="list-style-type: none"> if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6). <p>You must file a motion:</p> <ul style="list-style-type: none"> if you assert that the discharge should be denied under § 727(a)(8) or (9). 	
<p>Deadline to object to exemptions: Filing deadline: 30 days after the conclusion of the meeting of creditors</p> <p>The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>		
<p>10. Proof of claim</p> <p>Please do not file a proof of claim unless you receive a notice to do so.</p>	<p>No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.</p>	
<p>11. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p>12. Exempt property</p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.</p>	

KM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:

CHAPTER 13

FAWN [REDACTED] FENTON

CASE NO. 19-02693-CW3-13

[REDACTED]
BRENTWOOD, TN 37027

CHARLES M WALKER

SSN XXX-XX-2065

12/06/2019

**ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER**

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN [REDACTED] FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

xc:

FAWN [REDACTED] FENTON

ROTHSCHILD AND AUSBROOKS PLLC

Henry E. Hildebrand

FAWN [REDACTED] FENTON

[REDACTED]
BRENTWOOD, TN 37027

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 2 Date Rcvd: Dec 06, 2019
Form ID: 309Alcon Total Noticed: 31

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 08, 2019.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
aty JERRY PAUL SPORE, SPRAGINS BARNETT & COBB PLC, PO BOX 2004, JACKSON, TN 38302-2004
aty +NATALIE BROWN, RUBIN LUBLIN, LLC, 119 S MAIN ST, SUITE 500, MEMPHIS, TN 38103-3659
tr +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. MCLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty E-mail/Text: marybeth@rothschildbkklaw.com Dec 06 2019 23:37:05 MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
ust E-mail/Text: ustregion08.na.ecf.usdoj.gov Dec 06 2019 23:38:35 US TRUSTEE, OFFICE OF THE UNITED STATES TRUSTEE, 701 BROADWAY STE 318, NASHVILLE, TN 37203-3966
6897904 E-mail/Text: bankruptcy@ascendfcu.org Dec 06 2019 23:37:15 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748 E-mail/Text: bankruptcy@ascendfcu.org Dec 06 2019 23:37:15 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6897903 +EDI: AMEREXPR.COM Dec 07 2019 04:23:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 EDI: BECKLEE.COM Dec 07 2019 04:23:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
6897906 EDI: BANKAMER.COM Dec 07 2019 04:23:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503 EDI: BL-BECKET.COM Dec 07 2019 04:23:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6941837 EDI: BANKAMER.COM Dec 07 2019 04:23:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6924463 EDI: CAPITALONE.COM Dec 07 2019 04:23:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 EDI: CAPITALONE.COM Dec 07 2019 04:23:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897909 +EDI: CHASE.COM Dec 07 2019 04:23:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897911 +EDI: IRS.COM Dec 07 2019 04:23:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897912 EDI: TFSR.COM Dec 07 2019 04:23:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 14

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
7055504* ++CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298

District/off: 0650-3

User: jmw0113
Form ID: 309Alcon

Page 2 of 2
Total Noticed: 31

Date Rcvd: Dec 06, 2019

***** BYPASSED RECIPIENTS (continued) *****

6897901* +Fawn ██████████ Fenton, ██████████ Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009
7055511* +██████████ C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 12, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 08, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 6, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com,
wanda@sraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn ██████████ Fenton marybeth@rothschildbklaw.com,
rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com,
lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmos@rlselaw.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Information to identify the case:			Social Security number or ITIN	xxx-xx-2065
Debtor 1	Fawn [REDACTED] Fenton		EIN	__-____-
	First Name	Middle Name	Last Name	
Debtor 2	[REDACTED]		Social Security number or ITIN	____-
(Spouse, if filing)	First Name	Middle Name	Last Name	
	[REDACTED]		EIN	__-____-
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE		Date case filed in chapter	13 4/26/19
Case number:	3:19-bk-02693		Date case converted to chapter	7 12/6/19

**Form 309A Conversion (For Individuals or Joint Debtors)
Notice of Chapter 7 Bankruptcy Case -- No Asset**

12/17

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn [REDACTED] Fenton	
2. All other names used in the last 8 years	[REDACTED]	
3. Address	[REDACTED] Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbkllaw.com
5. Bankruptcy trustee Name and address	JOHN C. MCLEMORE LAW OFFICE OF JOHN C. MCLEMORE, PLLC 2000 RICHARD JONES RD., STE. 250 NASHVILLE, TN 37215	Contact phone: 615 383-9495 Email: None

For more information, see page 2 >

Form 309Alcon (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Asset

page 1

Debtor Fawn ██████ Fenton

Case number 3:19-bk-02693

<p>6. Bankruptcy clerk's office</p> <p>Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.</p>	<p>701 Broadway Room 170 Nashville, TN 37203</p>	<p>Hours open: 8:00AM-4:00PM Monday-Friday</p> <p>Contact phone: 615-736-5584</p> <p>Date: 12/6/19</p>
<p>7. Meeting of creditors</p> <p>Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p>January 6, 2020 at 01:00 PM</p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p> <p>*** Valid photo identification required ***</p>	<p>Location:</p> <p>Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>8. Presumption of abuse</p> <p>If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.</p>	<p>The Presumption of abuse does not arise.</p>	
<p>9. Deadlines</p> <p>The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p>File by the deadline to object to discharge or to challenge whether certain debts are dischargeable:</p> <p>Filing deadline: 3/6/20</p> <p>You must file a complaint:</p> <ul style="list-style-type: none"> • if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or • if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6). <p>You must file a motion:</p> <ul style="list-style-type: none"> • if you assert that the discharge should be denied under § 727(a)(8) or (9). 	
	<p>Deadline to object to exemptions:</p> <p>The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p> <p>Filing deadline: 30 days after the conclusion of the meeting of creditors</p>	
<p>10. Proof of claim</p> <p>Please do not file a proof of claim unless you receive a notice to do so.</p>	<p>No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.</p>	
<p>11. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p>12. Exempt property</p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.</p>	

Form 309Alcon (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Asset

page 2

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 12/9/2019



KM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

SSN XXX-XX-2065

12/06/2019

**ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER**

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN [REDACTED] FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

xc:

FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN TIFFANY FENTON
102 PLUM NELLY CIRCLE
BRENTWOOD, TN 37027

THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Dec 09, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 11, 2019.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 11, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 9, 2019 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhoela@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoos@rlselaw.com
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 5

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 12/9/2019



KM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

SSN XXX-XX-2065

12/06/2019

**ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER**

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN TIFFANY FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

xc:

FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE TENNESSEE DIVISION

In re:

FAWN [REDACTED] FENTON
Debtor(s)

Case No. 19-02693-CW3-13

Chapter 13 Trustee's Final Report and Account

Henry E. Hildebrand, III, chapter 13 trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C. § 1302(b)(1). The trustee declares as follows:

- 1) The case was filed on 04/26/2019.
- 2) The plan was confirmed on 07/30/2019.
- 3) The plan was modified by order after confirmation pursuant to 11 U.S.C. § 1329 on NA.
- 4) The trustee filed action to remedy default by the debtor in performance under the plan on NA.
- 5) The case was converted on 12/06/2019.
- 6) Number of months from filing to last payment: 5.
- 7) Number of months case was pending: 8.
- 8) Total value of assets abandoned by court order: NA.
- 9) Total value of assets exempted: \$10,500.00.
- 10) Amount of unsecured claims discharged without payment: \$0.00.
- 11) All checks distributed by the trustee relating to this case have not cleared the bank.

UST Form 101-13-FR-S (9/1/2009)

Receipts:

Total paid by or on behalf of the debtor	\$6,783.00
Less amount refunded to debtor	\$33.75
NET RECEIPTS:	\$6,749.25

Expenses of Administration:

Attorney's Fees Paid Through the Plan	\$2,386.94
Court Costs	\$310.00
Trustee Expenses & Compensation	\$236.09
Other	\$0.00
TOTAL EXPENSES OF ADMINISTRATION:	\$2,933.03
Attorney fees paid and disclosed by debtor:	\$0.00

Scheduled Creditors:

Creditor Name	Class	Claim Scheduled	Claim Asserted	Claim Allowed	Principal Paid	Int. Paid
1305 CLAIM	Unsecured	NA	NA	NA	0.00	0.00
ASCEND FEDERAL CREDIT UNION	Unsecured	17,811.23	12,900.65	12,900.65	0.00	0.00
ASCEND FEDERAL CREDIT UNION	Unsecured	NA	5,000.00	5,000.00	787.11	73.77
BANCORPSOUTH BANK	Secured	NA	54,863.24	825.00	825.00	0.00
BANCORPSOUTH BANK	Secured	NA	0.00	0.00	0.00	0.00
BANCORPSOUTH BANK	Secured	NA	0.00	825.00	825.00	0.00
BANCORPSOUTH BANK	Secured	NA	1,023.40	0.00	0.00	0.00
BANK OF AMERICA	Unsecured	11,793.22	NA	NA	0.00	0.00
BECKET AND LEE LLP	Unsecured	9,518.02	9,518.02	9,518.02	0.00	0.00
CAPITAL ONE BANK USA NA	Unsecured	9,818.83	9,906.18	9,906.18	0.00	0.00
CHASE CARD	Unsecured	NA	NA	NA	0.00	0.00
SPECIALIZED LOAN SERVICING LLC	Secured	NA	240,727.38	0.00	0.00	0.00
TOYOTA MOTOR CREDIT CORP	Secured	12,600.00	12,600.00	12,600.00	927.18	378.16
UNITED STATES TREASURY	Unsecured	NA	0.00	0.00	0.00	0.00
UNITED STATES TREASURY	Priority	NA	0.00	0.00	0.00	0.00
US ATTORNEY GENERAL	Unsecured	NA	NA	NA	0.00	0.00
[REDACTED]	Secured	NA	NA	NA	0.00	0.00

UST Form 101-13-FR-S (9/1/2009)

Case No. 19-02693

Summary of Disbursements to Creditors:			
	<u>Claim Allowed</u>	<u>Principal Paid</u>	<u>Interest Paid</u>
Secured Payments:			
Mortgage Ongoing	\$825.00	\$825.00	\$0.00
Mortgage Arrearage	\$825.00	\$825.00	\$0.00
Debt Secured by Vehicle	\$12,600.00	\$927.18	\$378.16
All Other Secured	\$0.00	\$0.00	\$0.00
TOTAL SECURED:	\$14,250.00	\$2,577.18	\$378.16
Priority Unsecured Payments:			
Domestic Support Arrearage	\$0.00	\$0.00	\$0.00
Domestic Support Ongoing	\$0.00	\$0.00	\$0.00
All Other Priority	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY:	\$0.00	\$0.00	\$0.00
GENERAL UNSECURED PAYMENTS:	\$37,324.85	\$787.11	\$73.77

Disbursements:		
Expenses of Administration	<u>\$2,933.03</u>	
Disbursements to Creditors	<u>\$3,816.22</u>	
TOTAL DISBURSEMENTS :		<u>\$6,749.25</u>

12) The trustee certifies that the foregoing summary is true and complete and all administrative matters for which the trustee is responsible have been completed. The trustee requests that the trustee be discharged and granted such relief as may be just and proper.

Dated: 01/02/2020

By: /s/ Henry E. Hildebrand, III
Trustee

STATEMENT: This Unified Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

In the Matter of:)	
	)	Case No. 19-02693-CMW-7
FAWN [REDACTED] FENTON)	
	)	Chapter 7
Debtor.)	
)	
TOYOTA MOTOR CREDIT CORP.)	
Creditor.)	
)	
VS)	
)	
FAWN [REDACTED] FENTON)	
Respondent.)	

MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [REDACTED] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On January 19, 2007, the Debtor executed a Retail Installment Sales Contract purchasing one (1) 2017 Toyota Prius, VIN: [REDACTED] Copies of the Retail Installment Sales Contract and Certificate of Title are attached hereto collectively as Exhibit "A" and incorporated herein by reference.

Fenton; File #20-16010-BK

- 3. That TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.
- 4. That TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of \$1,424.66.
- 5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.
- 6. TMCC also claims fees and costs for the filing of this motion.
- 7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III
 Paul J. Spina, III,
 Attorney for Toyota Motor Credit Corp
 One Perimeter Park South, Suite 400N
 Birmingham, AL 35203
 Phone: (205) 298-1800
 Fax: (205) 298-1801
 E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

OF COUNSEL:

SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 13th day of January, 2020.

/s/ Paul J. Spina, III

Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbkllaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 15th day of **January, 2020**.

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

**MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST - TENNESSEE**



Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)

FAWN FENTON
1986 SUNNY SIDE DR
Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS

Beaman Motor Co.
1525 BROADWAY
NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle
2016 Toyota Prius 5dr HB Two

New, Used, or Demo New	Vehicle Identification Number [REDACTED]	Primary Purpose Personal	Odometer Mileage 90
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Trade-in Vehicle
2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of
0.00 %	\$ 0.00	\$ 21,600.00	\$ 21,600.00	\$ 7,267.47 is \$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	\$ N/A	N/A
72 Regular Payments of	\$300.00	Monthly, beginning 10/30/2016
One Final Payment of	\$ N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

**THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER.
THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT
TO RECEIVE A PART OF THE FINANCE CHARGE.**

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

\$ N/A Deductible Collision and either:

\$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Optional, if desired - Towing and Labor Costs Rental Reimbursement CB Radio Equipment Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

Credit Life - Single Coverage Joint Coverage Term (Months) N/A Premium \$ N/A

I want the specified credit life coverage.

Buyer Signature <u>N/A</u>	Date <u>N/A</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
-------------------------------	--------------------	----------------------------------	--------------------

Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium \$ N/A

I want the specified credit disability coverage.

Buyer Signature <u>N/A</u>	Date <u>N/A</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
-------------------------------	--------------------	----------------------------------	--------------------

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A.

Insurance Company N/A

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company CNA NATIONAL WARRANTY CORP. \$ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature <u>[Signature]</u>	Date <u>09/15/2016</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
---------------------------------------	---------------------------	----------------------------------	--------------------

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature <u>N/A</u>	Date <u>N/A</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
-------------------------------	--------------------	----------------------------------	--------------------

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessions installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate

them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, prepossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



16. **Delay in Enforcing Rights and Changes in this Contract.** The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. **Warranties Seller Disclaims.** You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. **Governing Law.** This contract will be governed by the laws of the State of Tennessee.

19. **Used and Demonstration Car Buyer's Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenidas en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. **Electronic Contracting and Signature Acknowledgement.** You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature		Date	09/15/2016
Name:	FAWN FENTON		
Co-Buyer Signature	N/A	Date	N/A
Name:			
Seller Signature		Date	09/15/2016
Name:	Beaman Motor Co.		

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2017

TOYT

PRI

4H

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP

PO BOX 105386

ATLANTA GA 30348

FIRST LIEN RELEASED BY

SIGNATURE

RELEASE DATE

TOYOTA MOTOR CREDIT CORP

PO BOX 105386

ATLANTA GA 30348

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2017

TOYT

PRI

4H

NEW USED DEMO

PREVIOUS TITLE NO

PREV STATE

SALES OR USE TAX

CO

ODOMETER

X

TN

94

502

DATE TITLE ISSUED

09-20-2017

REMARKS

DATE VEHICLE ACQUIRED

01-19-2017

ACTUAL MILEAGE

FAWN FENTON

1986 SUNNY SIDE DRIVE

BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER TENNESSEE CODE ANNOTATED, 55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED ABOVE IS VESTED IN THE OWNER'S NAME HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE

RELEASE DATE

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP

PO BOX 105386

ATLANTA GA 30348

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

3:19-bk-02693

STATE OF TENNESSEE

11/15/20 15:49:06

Exhibit A Page 8 of 8

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)
)
Fawn ██████ Fenton)
)
Debtor.)
)
)
)
Toyota Motor Credit Corp.)
Secured Claimant.)

Case No. 19-02693-CMW-7
Relief from stay to enforce lien
Date of Scheduled Hearing:

Affected Collateral: one (1) 2017 Toyota Prius, VIN: ██████████

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III

Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#

Form preliminar

United States Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE

In re:

Fawn [REDACTED] Fenton

Case No. **3:19-bk-02693**

Chapter: **7** Judge: **Charles M Walker**

Movant: **TOYOTA MOTOR CREDIT CORP.**

v.

Respondents: **FAWN [REDACTED] FENTON**

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON **2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file no later than 4:00 p.m. on the 3rd business day before the preliminary hearing, a "PREHEARING STATEMENT" containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014-1

1. If no timely response is filed and served, LBR 9014-1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
 - a. The Required Disclosures in LBR 9014-1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
 - b. The Required Disclosures in LBR 9014-1d(1)(c) shall be completed no later than 14 days before any final hearing.
 - c. The Pretrial Disclosures in LBR 9014-1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19-bk-02693
Chapter: 7
Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:
xxx-xx-2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s)' case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate. Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:)	
	)	Case No. 19-02693-CMW-7
FAWN [REDACTED] FENTON)	
	)	Chapter 7
Debtor.)	
)	
TOYOTA MOTOR CREDIT CORP.)	
Creditor.)	
)	
VS)	
)	
FAWN [REDACTED] FENTON)	
Respondent.)	
)	

AMENDED MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [REDACTED] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On September 15, 2016, the Debtor executed a Retail Installment Sales Contract purchasing one (1) 2017 Toyota Prius, VIN: [REDACTED] Copies of the Retail Installment Sales Contract and Certificate of Title are attached hereto collectively as Exhibit "A" and incorporated herein by reference. A correction of the VIN number on the original Retail Installment Contract was issued to the Debtor on June 22, 2017. A copy of the correction is

Fenton; File #20-16010-BK

attached to the Retail Installment Contract as part of Exhibit "A".

3. TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.

4. TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of \$1,424.66.

5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.

6. TMCC also claims fees and costs for the filing of this motion.

7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 17th day of January, 2020.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 17th day of **January, 2020**.

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

**MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
 SIMPLE INTEREST - TENNESSEE**



Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)

FAWN FENTON
 1986 SUNNY SIDE DR
 Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS

Beaman Motor Co.
 1525 BROADWAY
 NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle

2016 Toyota Prius 5dr HB Two

New, Used, or Demo

New

Vehicle Identification Number

[REDACTED]

Primary Purpose

Personal

Odometer Mileage

90

Trade-In Vehicle

2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of
0.00 %	\$ 0.00	\$ 21,600.00	\$ 21,600.00	\$ 7,267.47 is \$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	\$ N/A	N/A
72 Regular Payments of	\$300.00	Monthly, beginning 10/30/2016
One Final Payment of	\$ N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

**THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER.
 THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT
 TO RECEIVE A PART OF THE FINANCE CHARGE.**

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

- \$ N/A Deductible Collision and either:
- \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Optional, if desired - Towing and Labor Costs Rental Reimbursement CB Radio Equipment Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

Credit Life - Single Coverage Joint Coverage Term (Months) N/A Premium \$ N/A

I want the specified credit life coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium \$ N/A

I want the specified credit disability coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A.

Insurance Company N/A

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company GNA NATIONAL WARRANTY CORP. \$ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>[Signature]</u>	<u>09/15/2016</u>	<u>N/A</u>	<u>N/A</u>

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST – TENNESSEE



Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessories installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate

them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, pre-repossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST – TENNESSEE



16. Delay in Enforcing Rights and Changes in this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. Warranties Seller Disclaims. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. Governing Law. This contract will be governed by the laws of the State of Tennessee.

19. Used and Demonstration Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenidas en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. Electronic Contracting and Signature Acknowledgement. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature		Date	09/15/2016
Name:	FAWN FENTON		
Co-Buyer Signature	N/A	Date	N/A
Name:			
Seller Signature		Date	09/15/2016
Name:	Beaman Motor Co.		

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



3200 WEST RAY ROAD SUITE #110
CHANDLER, AZ 85226

DATE: 06/22/17

DEALER: BEAMAN TOYOTA CO.

DATE OF CONTRACT: 09/15/16

BUYER: FAWN FENTON

CO-BUYER:

DESCRIPTION OF VEHICLE: 2007
RIUS

VEHICLE IDENTIFICATION NUMBER:

FAWN FENTON
1986 SUNNY SIDE DR
BRENTWOOD

TN 37027-5404

CONTRACT CORRECTION NOTICE

We are pleased to have purchased your Retail Installment Contract. On reviewing the contract, we noticed the error(s)/omission(s) which have been corrected on our records:

The APR should read _____, Finance Charge should be _____, Total of Payments should be _____, Total Sale Price should be _____, Payment Amount should be _____.

All blank spaces on this contract should have been filled in with "N/A".

This is to confirm the data printed on this contract is misaligned, but all spaces have the correct information provided.

The Creditor's Name should be shown as _____.

The Description of Vehicle section on the contract is not correct. The _____ should read _____.

The Odometer reading was omitted or incorrect. The Odometer reading should have indicated _____.

The provider for the Guaranteed Auto Protection plan (GAP) should be _____.

Under the Optional Mechanical Breakdown Protection section, it should read: The term of the protection should be _____ or until the odometer reads _____, Benefits payable will not exceed _____, MBP company is _____, Deductible is _____.

The Vehicle Identification Number is incorrect or missing on the contract. It should read _____.

Keep this notice as your record of the changes made. **Your response is not required.** However, if you have any questions concerning this notice please call us at (800) 874-8822 between 8am and 8pm, Monday through Friday, or write to us at the address listed above.

TOYOTA FINANCIAL SERVICES

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

93 Doc 89-1 Filed 01/17/20 Entered 01/17/20 14:11:08
Exhibit A Page 8 of 9

06/12

VEHICLE IDENTIFICATION NUMBER YEAR MAKE MODEL BODY TYPE TITLE NUMBER

2017 TOYT PRI 4H

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348
FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER YEAR MAKE MODEL BODY TYPE TITLE NUMBER

2017 TOYT PRI 4H

NEW USED DEMO PREVIOUS TITLE NO PREV STATE SALES OR USE TAX CO ODOMETER
X [REDACTED] TN 94 502

DATE TITLE ISSUED 09-20-2017 REMARKS
DATE VEHICLE ACQUIRED 01-19-2017 ACTUAL MILEAGE

FAWN FENTON
1986 SUNNY SIDE DRIVE
BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)
)
Fawn [REDACTED] Fenton)
)
Debtor.)
)
)
)
Toyota Motor Credit Corp.)
Secured Claimant.)

Case No. 19-02693-CMW-7
Relief from stay to enforce lien
Date of Scheduled Hearing:

Affected Collateral: one (1) 2017 Toyota Prius, VIN: [REDACTED]

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III

Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON
Debtor

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CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn ██████████ Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a \$5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is \$4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of \$2,990.00.
3. The debt owed to Ascend in the amount of \$2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of \$2,990.00 with a 4% annual percentage rate by remitting monthly payments of \$150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

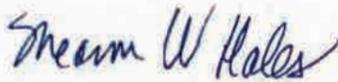
IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher

Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com



ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: leq0323
Form ID: prelimhr

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jan 16, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 18, 2020.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 18, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 6

Form preliminar

United States Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE

In re:
Fawn [REDACTED] Fenton

Case No. ~~3:19-bk-02693~~
Chapter: 7 Judge: Charles M Walker

Movant: TOYOTA MOTOR CREDIT CORP.

v.

Respondents: FAWN [REDACTED] FENTON

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON 2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file no later than 4:00 p.m. on the 3rd business day before the preliminary hearing, a "PREHEARING STATEMENT" containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014-1

1. If no timely response is filed and served, LBR 9014-1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
 - a. The Required Disclosures in LBR 9014-1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
 - b. The Required Disclosures in LBR 9014-1d(1)(c) shall be completed no later than 14 days before any final hearing.
 - c. The Pretrial Disclosures in LBR 9014-1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: ntcabuse

Page 1 of 2
Total Noticed: 27

Date Rcvd: Jan 17, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 19, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
- 6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6919358 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
- 6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
- 7055503 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6941837 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897909 +Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
- 6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6924463 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:02:59 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:01:17 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +E-mail/Text: cio.bncmail@irs.gov Jan 18 2020 02:58:18 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811

TOTAL: 5

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
- 7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
- 7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
- 7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346

District/off: 0650-3

User: jmw0113
Form ID: ntcabuse

Page 2 of 2
Total Noticed: 27

Date Rcvd: Jan 17, 2020

***** BYPASSED RECIPIENTS (continued) *****

7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009

7055511* + [REDACTED] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 12, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 19, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmooss@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

TOTAL: 6

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19-bk-02693

Chapter: 7

Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Fawn [REDACTED] Fenton [REDACTED]

[REDACTED]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:

xxx-xx-2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s)' case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate. Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
	)	CHAPTER:	7
FAWN [REDACTED] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor)		
)		
)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [REDACTED] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a \$5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is \$4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of \$2,990.00.
3. The debt owed to Ascend in the amount of \$2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of \$2,990.00 with a 4% annual percentage rate by remitting monthly payments of \$150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher

Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com



ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Fill in this information to identify your case and this filing:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:19-bk-02693

Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
- Yes

3.1 Make: Toyota
 Model: Prius
 Year: 2017
 Approximate mileage: 30,000
 Other information:
 VIN: [REDACTED]

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$14,500.00	\$14,500.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
- Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$14,500.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
 Do not deduct secured claims or exemptions.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
- Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items

\$1,420.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
- Yes. Describe.....

TV, Tablet

\$575.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
- Yes. Describe.....

Breyer Horses

\$450.00

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
- Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
- Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101

\$2,750.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
- Yes. Describe.....

Clothing/Shoes/Purse

\$500.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
- Yes. Describe.....

Wedding Ring \$1200 and Costume jewelry

\$1,200.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

Debtor 1 **Fawn [REDACTED] Fenton** Case number (if known) **3:19-bk-02693**

Dog, 2 Bunnies, Fish **\$0.00**

14. Any other personal and household items you did not already list, including any health aids you did not list

- No
 Yes. Give specific information.....

**Items in storage
Books, Luggage, Pet Supplies, Christmas Decorations** **\$435.00**

2 Aquarium located at [REDACTED] **\$425.00**

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here **\$7,755.00**

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following? **Current value of the portion you own?
Do not deduct secured claims or exemptions.**

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
 Yes.....

Cash **\$200.00**

17. **Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
 Yes..... Institution name:

17.1. **Checking** **First Farmers & Merchants** **\$1,349.36**

17.2. **Checking** **Ascend Federal CU** **\$0.00**

17.3. **Savings** **First Farmers & Merchants** **\$1,350.65**

17.4. **Savings** **Ascend Federal CU** **\$272.60**

17.5. **Checking** **MIT FCU** **\$255.00**

17.6. **Savings** **MIT FCU** **\$200.55**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
- Yes..... Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

- No
- Yes. Give specific information about them.....
Name of entity: % of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
- Yes. Give specific information about them
Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
- Yes. List each account separately.
Type of account: Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company. Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
- Yes. Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
- Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

- No
- Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No
- Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- No
- Yes. Describe each claim.....

35. Any financial assets you did not already list

- No
- Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$3,628.16

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

- No. Go to Part 6.
- Yes. Go to line 38.

Current value of the portion you own?
Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

- No
- Yes. Describe.....

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

- No
- Yes. Describe.....

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) **3:19-bk-02693**

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade
- No
- Yes. Describe.....

Cellphone, Laptop Freelance Architecture - Self employment	\$550.00
---	-----------------

41. Inventory
- No
- Yes. Describe.....

42. Interests in partnerships or joint ventures
- No
- Yes. Give specific information about them.....
- Name of entity:

% of ownership:

43. Customer lists, mailing lists, or other compilations
- No.
- Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?
- No
- Yes. Describe.....

44. Any business-related property you did not already list
- No
- Yes. Give specific information.....

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....

\$550.00

Part 6 Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest in.
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?
- No. Go to Part 7.
- Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?
Examples: Season tickets, country club membership
- No
- Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 3 List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$0.00
56. Part 2: Total vehicles, line 5	\$14,500.00	
57. Part 3: Total personal and household items, line 15	\$7,755.00	
58. Part 4: Total financial assets, line 36	\$3,628.16	
59. Part 5: Total business-related property, line 45	\$550.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	+ \$0.00	
62. Total personal property. Add lines 56 through 61...	\$26,433.16	Copy personal property total \$26,433.16
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$26,433.16

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1. Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 30,000 miles VIN: [REDACTED] Line from <i>Schedule A/B</i> : 3.1	\$14,500.00	<input checked="" type="checkbox"/> \$316.84 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items Line from <i>Schedule A/B</i> : 6.1	\$1,420.00	<input checked="" type="checkbox"/> \$1,420.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
TV, Tablet Line from <i>Schedule A/B</i> : 7.1	\$575.00	<input checked="" type="checkbox"/> \$575.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Breyer Horses Line from <i>Schedule A/B</i> : 8.1	\$450.00	<input checked="" type="checkbox"/> \$450.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from <i>Schedule A/B</i> : 10.1	\$2,750.00	<input checked="" type="checkbox"/> \$2,750.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

Debtor 1 Fawn ██████ Fenton		Case number (if known) 3:19-bk-02693	
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Clothing/Shoes/Purse Line from Schedule A/B: 11.1	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Items in storage Books, Luggage, Pet Supplies, Christmas Decorations Line from Schedule A/B: 14.1	\$435.00	<input checked="" type="checkbox"/> \$435.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
2 Aquarium located at ██████ Line from Schedule A/B: 14.2	\$425.00	<input checked="" type="checkbox"/> \$425.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Cash Line from Schedule A/B: 16.1	\$200.00	<input checked="" type="checkbox"/> \$200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from Schedule A/B: 17.1	\$1,349.36	<input checked="" type="checkbox"/> \$1,349.36 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	\$1,350.65	<input checked="" type="checkbox"/> \$1,350.65 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from Schedule A/B: 17.4	\$272.60	<input checked="" type="checkbox"/> \$272.60 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: MIT FCU Line from Schedule A/B: 17.5	\$255.00	<input checked="" type="checkbox"/> \$255.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: MIT FCU Line from Schedule A/B: 17.6	\$200.55	<input checked="" type="checkbox"/> \$200.55 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Cellphone, Laptop Freelance Architecture - Self employment Line from Schedule A/B: 40.1	\$550.00	<input checked="" type="checkbox"/> \$550.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-111(4)

3. **Are you claiming a homestead exemption of more than \$170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

No

Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

No

Yes

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)	
)	
FAWN ██████████ FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
██████████	)	JUDGE: WALKER
BRENTWOOD, TN 37027)	
)	
DEBTOR)	

NOTICE OF AMENDED SCHEDULE A/B AND C

COME THE DEBTOR through counsel, Rothschild and Ausbrooks, and pursuant to Rule 1009, Federal Rules of Bankruptcy Procedure, hereby gives notice of filing amended Schedule A/B and C to correct the debtor's list of assets, value of those assets at the time of the conversion and exemptions.

Respectfully submitted,

/s/ Jodie Thresher
 Jodie Thresher
 ROTHSCHILD & ASSOCIATES, PLLC
 Attorney for Debtor(s)
 1222 16th Avenue South, Suite 12
 Nashville, TN 37212
 (615) 242-3996 (telephone)
 (615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

CERTIFICATE OF SERVICE

I certify that on this 21st day of January, 2020, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to: John C. McLemore; and to the US Trustee
By U.S. Postal Service, postage prepaid to: The Debtors at the above listed address.

/s/ Jodie Thresher
 Jodie Thresher
TOTAL USPS MAILINGS 1=\$1.00

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CM7
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jan 21, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 23, 2020.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 23, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 21, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com; jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; ruluecf@gmail.com; BKRL@ecf.courtdrive.com; rmoos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
	)	CHAPTER:	7
FAWN [REDACTED] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor)		
)		
)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [REDACTED] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a \$5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is \$4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of \$2,990.00.
3. The debt owed to Ascend in the amount of \$2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of \$2,990.00 with a 4% annual percentage rate by remitting monthly payments of \$150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

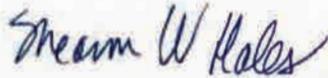
IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher

Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com



ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Form B2040 (Form 2040I) (12/15)

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

Case No. 3:19-bk-02693

Chapter 7

In re:

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]

Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

**NOTICE OF NEED TO FILE PROOF OF CLAIM
DUE TO RECOVERY OF ASSETS**

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at [HTTPS://ECF.TNMB.USCOURTS.GOV](https://ecf.tnmb.uscourts.gov). Non-registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self-addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: <http://www.tnmb.uscourts.gov/forms>, the United States Court Web Site: <http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx> or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:

701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615-736-5584

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: 20401

Page 1 of 2
Total Noticed: 27

Date Rcvd: Feb 04, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 06, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
- 6897903 +EDI: AMEREXPR.COM Feb 05 2020 06:53:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6919358 EDI: BECKLEE.COM Feb 05 2020 06:53:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 6897906 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
- 7055503 EDI: BL-BECKET.COM Feb 05 2020 06:53:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
- 6941837 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
- 6924463 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897909 +EDI: CHASE.COM Feb 05 2020 06:53:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897911 +EDI: IRS.COM Feb 05 2020 06:53:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
- 6897912 EDI: TFSR.COM Feb 05 2020 06:53:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 12

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388)
- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
- 7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
- 7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
- 7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

District/off: 0650-3

User: jmw0113
Form ID: 20401

Page 2 of 2
Total Noticed: 27

Date Rcvd: Feb 04, 2020

***** BYPASSED RECIPIENTS (continued) *****

7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009
7055511* C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 06, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 3, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com,
wanda@sraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com,
rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com,
lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ec
f.courtdrive.com;rmos@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation
pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org,
bankruptcy@ascendfcu.org
US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Form B2040 (Form 2040I) (12/15)

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

Case No. 3:19-bk-02693

Chapter 7

In re:

Fawn [REDACTED] Fenton
[REDACTED]
[REDACTED]
Brentwood, TN 37027
Social Security No.:
xxx-xx-2065

**NOTICE OF NEED TO FILE PROOF OF CLAIM
DUE TO RECOVERY OF ASSETS**

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at [HTTPS://ECF.TNMB.USCOURTS.GOV](https://ecf.tnmb.uscourts.gov). Non-registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self-addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: <http://www.tnmb.uscourts.gov/forms>, the United States Court Web Site: <http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx> or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:
701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615-736-5584

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON ██████-██-2065 ████████████████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: 3/2/2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 3/10/2020, 9:00 A.M.,
COURTROOM TWO, 701 BROADWAY, NASHVILLE, TN 37203

NOTICE OF MOTION OF TRUSTEE TO SELL PROPERTY

John C. McLemore, Trustee, has asked the court for the following:

Permission of the Court to sell property for the benefit of the bankruptcy estate in the above-styled matter.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before 3/2/2020, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>.**

If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: U.S. Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, Tennessee (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is 3/2/2020, the date of the scheduled hearing is 3/10/2020 and the motion to which you are responding is *Motion of Trustee to Sell Property*.**
3. You must serve your response or objection by electronic service through the Electronic Filing system described above. You must also mail a copy of your response or objection to:

John C. McLemore, Trustee
2000 Richard Jones Rd. Ste. 250
Nashville, TN 37215

United States Trustee
701 Broadway, Customs House Suite 318
Nashville, TN 37203

If a timely response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at www.tnmb.uscourts.gov.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

MOTION OF THE TRUSTEE TO SELL PROPERTY

The Trustee, John C. McLemore, moves the Court for the entry of an order authorizing him to proceed with the private sale of the following property of the estate:

Proposed Buyer: The Debtor, Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027

Property Description: Equity in a 2017 Toyota Prius, VIN [REDACTED]

Sale Price: \$4,400.00

This sale is in the best interest of the estate because it is being accomplished without the expense of an auctioneer. Bobby Colson of Bill Colson Auction & Realty Co. valued the property for the Trustee. It is estimated the property would bring \$17,500.00 at auction. The cost of selling at auction would be 10% or \$1,750.00. Toyota Motor Credit Corp. has filed a proof of claim for \$10,995.00. The Debtor has a claimed a \$316.84 exemption making the balance remaining in the bankruptcy estate \$4,438.16.

The Debtor is borrowing the money necessary for the sale from her mother, Diane Winters. A check in the amount of \$4,400.00 has been received by the Trustee.

A minimum upset bid of \$500.00 will be accepted. The bid may be entered by notifying the Trustee in writing or by email. An upset bid may also be entered by filing an objection to sale with the Court which states the objecting party is increasing the bid by at least \$500.00.

Unless an objection and application for hearing is filed with the United States Bankruptcy Clerk, First Floor Customs House, 701 Broadway, Nashville, Tennessee 37203; and a copy served on the United States Trustee's Office, 318 Customs House, 701 Broadway, Nashville, Tennessee 37203; and upon the Trustee in accordance with the Notice of Motion of the Trustee to Sell Property, the Trustee will proceed with the sale of the herein described property.

PROPERTY IS TO BE SOLD AS IS, WHERE IS, AND FREE AND CLEAR OF ANY LIENS. ANY VALID AND PROPER LIEN WILL ATTACH TO THE PROCEEDS OF THE SALE. TRUSTEE WILL CONVEY BY VALID BANKRUPTCY TRUSTEE'S DEED, OR APPROPRIATE INSTRUMENT, THE RIGHT, TITLE AND INTEREST THAT TRUSTEE HAS THE RIGHT TO CONVEY. TRUSTEE WILL PAY EXEMPTIONS AND LIENHOLDERS AS FOLLOWS:

1st Lienholder: No liens will be paid by the Bankruptcy Estate.

Debtor(s) Statutory Exemption: Exemptions were taken into consideration when the Trustee calculated the equity in the vehicle.

This sale does not include Personal Identifiable Information (PII).

It is anticipated that there is sufficient equity in the property to pay all 506(c) expenses and that this sale will result in a distribution being made to unsecured creditors.

This sale is an "arm's length" transaction. The Trustee, his employees and Bankruptcy court officials are prohibited from bidding.

WHEREFORE, the Trustee prays that the Court enter an Order authorizing him to proceed with the sale of this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

The Trustee further prays that the 14 day stay of the sale of this property following the entry of this order as provided for in FRBP 6004(h) be waived.

Dated this 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

IN RE: FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker
---	---

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Proposed

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn ██████████ Fenton, ██████████ Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. S., Ste. 12, Nashville, TN 37212-2926; all creditors, and all parties requesting notice, as reflected on the mailing matrix attached to the original of this pleading on file with the Clerk of this Court.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Attachments:

- (1) Notice of Motion of Trustee to Sell Property
- (2) Motion of the Trustee to Sell Property
- (3) Proposed Order to Sell Property

American Express
Attn: Officer Manager or Agent
PO Box 981537
El Paso TX 79998-1537

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA TN 37388-1210

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37064-3003

BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
PO BOX 31785
Tampa FL 33631-3785

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-2413

BECKET & LEE LLP
ATTN: OFFICER MANAGER/AGENT
PO BOX 3001
MALVERN PA 19355-0701

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER/AGENT
PO BOX 15298
WILMINGTON DE 19850-5298

Fawn ██████████ Fenton ██████████
██████████ ██████████
Brentwood TN 37027-4628

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203-3811

MARY ELIZABETH AUSBROOKS
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO STE 12
NASHVILLE, TN 37212-2926

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001-9013

TOYOTA MOTOR CREDIT
CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
c/o Spina & Lavelle PC
One Perimeter Park South
Suite 400N
Birmingham, AL 35243-2327

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530-0009

██████████ ██████████
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD,
SUITE 200-C
NASHVILLE TN 37215-2963

VIRGINIA LEE STORY
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064-2622

FOR THE MIDDLE DISTRICT OF TENNESSEE
IN THE UNITED STATES BANKRUPTCY COURT

IN RE:

FAWN [REDACTED] FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
[REDACTED]	)	JUDGE: WALKER
BRENTWOOD, TN 37027)	
)	
Debtor)	

MOTION TO DEFER ENTRY OF DISCHARGE

Comes the debtor, through counsel, Rothschild & Ausbrooks, PLLC, and brings this motion pursuant to Fed. R. Bankr. P. 4004(c)(2) and 4008(a) to defer the entry of an order granting a discharge until March 27, 2020.

As grounds, the Debtor is in need of additional time, to enter into a reaffirmation agreement with Toyota Motor Corporation.

Respectfully submitted,

/s/ Jodie Thresher
 JODIE THRESHER
 ROTHSCHILD & AUSBROOKS, PLLC
 Attorney for Debtor
 1222 16th Avenue South, Suite 12
 Nashville, TN 37212
 (615) 242-3996 (telephone)
 (615) 242-2003 (facsimile)
 jodie@rothschildbkllaw.com

CERTIFICATE OF SERVICE

I certify that on this 26th day of February, 2020, I mailed via USPS 1st Class Mail or e-mailed a copy of the foregoing to the Chapter 7 Trustee, John C. McLemore; to the Office of the U.S. Trustee, Customs House, 701 Broadway, Nashville, TN 37203; to the debtor at the above referenced address.

/s/ Jodie Thresher
 JODIE THRESHER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON
SSN: XXX-XX-2065
██████████
BRENTWOOD, TN 37027

Debtor

) CHAPTER: 7
) CASE NO.: 19-02693
) JUDGE: WALKER
)
)
)
)
)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:)	
	)	Case No. 19-02693-CMW
Fawn [REDACTED] Fenton)	
Debtor(s).	)	Chapter 7
)	
Toyota Motor Credit Corp)	
Creditor.)	
)	
VS)	
)	
Fawn [REDACTED] Fenton)	
Respondents)	
)	

**NOTICE OF WITHDRAWAL OF MOTION FOR RELIEF FROM AUTOMATIC STAY
OF SECTION 362 (a)**

COMES NOW Paul J. Spina, III, Attorney for Toyota Motor Credit Corp. (hereinafter "TMCC and requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay filed in this case on or about the 17th day of January, 2020. The debtor is current with payments to TMCC.

WHEREFORE, PREMISES CONSIDERED, Toyota Motor Credit Corp. requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

OF COUNSEL:

SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Withdrawal upon the following, or via ECF e-mail on this the 27th day of **February, 2020**.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P O Box 15824
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 2/28/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON
SSN: XXX-XX-2065
██████████
BRENTWOOD, TN 37027

Debtor

) CHAPTER: 7
) CASE NO.: 19-02693
) JUDGE: WALKER
)
)
)
)
)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Feb 28, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 01, 2020.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 01, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 28, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcapan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 2/28/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [REDACTED] FENTON)
SSN: XXX-XX-2065)
[REDACTED])
BRENTWOOD, TN 37027)

CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

Debtor)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Charles M. Walker

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Mar 03, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 05, 2020.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 05, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 3, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbkllaw.com, rothschildbkllawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
--	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN ██████████ for \$4,400.00
The Buyer is the Debtor, Fawn ██████████ Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx.xx.2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE CHARLES M. WALKER</p>
---	--

TRUSTEE'S STATEMENT OF SALE

Comes now the Trustee, John C. McLemore, and makes the following statement of the sale of certain personal property of the above estate by a private sale on March 18, 2020. Notice of this sale was provided to all creditors and parties in interest by the Notice of Motion of Trustee to Sell Property and Motion of the Trustee to Sell Property mailed on February 10, 2020 (Dkt. No. 99), and by Order to Sell Property signed and entered on March 3, 2020 (Dkt. No. 107). By signature below, the Trustee hereby certifies that no objections were properly made. The sale was advertised as follows: N/A.

No property was abandoned subsequent to the sale, withdrawn from the sale, missing at the time of the sale, or sold for below its appraised value or reasonable value, except as follows: N/A.

Attached to this statement are documents reflecting the number of bidders, items sold, name of purchaser and amount paid for each item or lot (or for the property as a whole if sold in bulk). Also attached are copies of vouchers or receipts for all claimed expenses. The gross proceeds totaled \$4,400.

The following parties have claimed a security interest in the proceeds of the sale:

1st Lienholder: No liens will be paid by the Bankruptcy Estate.

The calculation of compensation allowable under the order of appointment and pursuant to Local Rule 6005-1 is as follows:

<u>Auctioneer's Commission:</u>	\$N/A
10% Commission for Sale of Real Property & Vehicles	
TOTAL	\$N/A

Other deductions are as follows (detail each): N/A

Dated: March 19, 2020

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
~~(615) 292-9848 (fax)~~
jmclemore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

TRUSTEE'S BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that John C. McLemore, as Trustee in Bankruptcy of this estate, party of the first part, for and in consideration of the sum of \$4,400.00 to him in hand paid by:

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

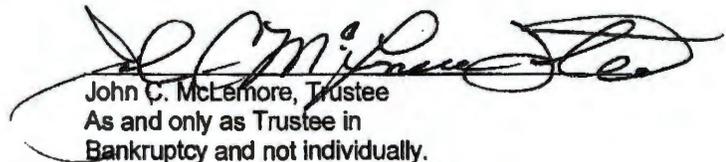
party of the second part, receipt whereof is hereby acknowledged, and notice of this sale having been given and no objection having been made, the party of the first part has bargained and sold and by these presents does hereby grant and convey to the party of the second part, its successors and assigns, all of his right, title and interest in and to the following described property:

Personal Property Description

Equity in a 2017 Toyota Prius, VIN [REDACTED]

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns forever. This sale and conveyance is made without any representations or warranties of any kind.

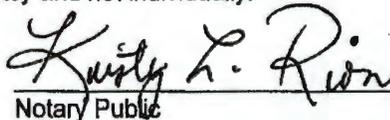
IN WITNESS WHEREOF, the party of the first part has hereunto set his hand on this date:
March 18, 2020.

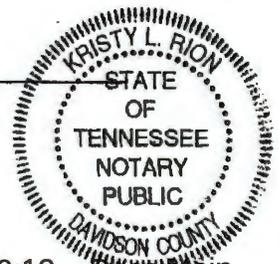


John C. McLemore, Trustee
As and only as Trustee in
Bankruptcy and not individually.
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On the 18th day of March, 2020, before me personally appeared **John C. McLemore** to me known and known to me to be the person described in the foregoing instrument, and he duly acknowledged to me that he executed the same as Trustee in Bankruptcy and not individually.


Notary Public



My Commission Expires: 1-4-2021

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

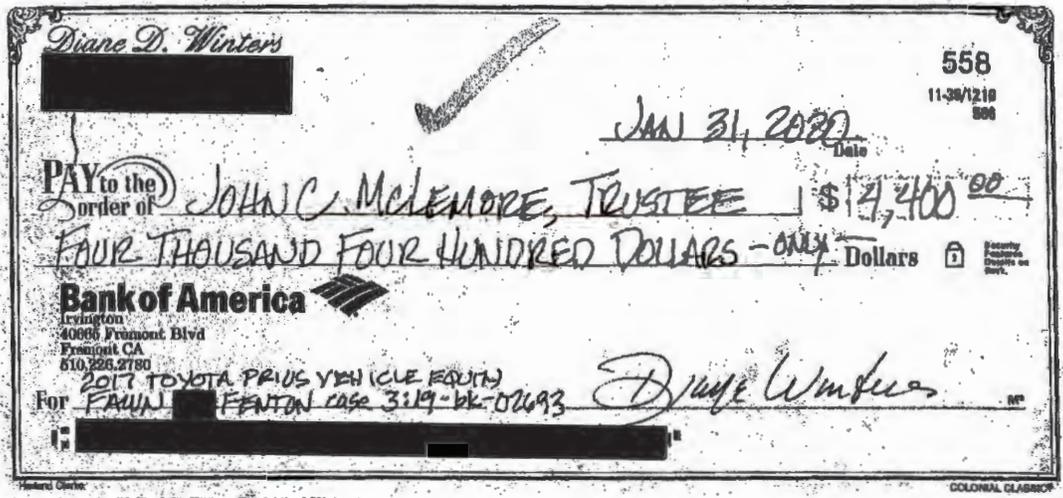
It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@qmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.



FOR THE MIDDLE DISTRICT OF TENNESSEE
IN THE UNITED STATES BANKRUPTCY COURT

IN RE:

FAWN ██████████ FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
████████████████████	)	JUDGE: WALKER
BRENTWOOD, TN 37027)	
)	
Debtor)	

MOTION TO DEFER ENTRY OF DISCHARGE

Comes the debtor, through counsel, Rothschild & Ausbrooks, PLLC, and brings this motion pursuant to Fed. R. Bankr. P. 4004(c)(2) and 4008(a) to defer the entry of an order granting a discharge until April 27, 2020.

As grounds, the Debtor is in need of additional time, to enter into a reaffirmation agreement with Toyota Motor Corporation.

Respectfully submitted,

/s/ Jodie Thresher
 JODIE THRESHER
 ROTHSCHILD & AUSBROOKS, PLLC
 Attorney for Debtor
 1222 16th Avenue South, Suite 12
 Nashville, TN 37212
 (615) 242-3996 (telephone)
 (615) 242-2003 (facsimile)
 jodie@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 26th day of March, 2020, I mailed via USPS 1st Class Mail or e-mailed a copy of the foregoing to the Chapter 7 Trustee, John C. McLemore; to the Office of the U.S. Trustee, Customs House, 701 Broadway, Nashville, TN 37203; to the debtor at the above referenced address.

/s/ Jodie Thresher
 JODIE THRESHER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [REDACTED] FENTON)
SSN: XXX-XX-2065)
[REDACTED])
BRENTWOOD, TN 37027)

CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

Debtor)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to April 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com



Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/27/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON)
SSN: XXX-XX-2065)
██████████)
BRENTWOOD, TN 37027)

CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

Debtor)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to April 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Mar 27, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 29, 2020.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 29, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 27, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Fill in this information to identify the case:

Debtor 1 Fawn [redacted] Fenton

Debtor 2 _____

United States Bankruptcy Court for the: Middle District of Tennessee
(State)

Case number 3:19-bk-02693

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor? Toyota Motor Credit Corporation
Name of the creditor

2. How much is the debt?
On the date that the bankruptcy case is filed \$ 9,268.00
To be paid under the reaffirmation agreement \$ 9,268.00
\$300.00 per month for 31 months (if fixed interest rate)

3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)
Before the bankruptcy case was filed 0.0000%
Under the reaffirmation agreement 0.0000% Fixed rate
 Adjustable rate

4. Does collateral secure the debt? No Yes. Describe the collateral. 2017 TOYOTA PRIUS, VIN: [redacted]
Current market value \$ 20,500.00

5. Does the creditor assert that the debt is nondischargeable? No Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.

6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.

Income and expenses reported on Schedule I and J	Income and expenses stated on the reaffirmation agreement
6a. Combined monthly income from line 12 of Schedule I \$ <u>1,291.87</u>	6a. Monthly income from all sources after payroll deductions \$ <u>1,291.87</u>
6b. Monthly expenses from line 22c of Schedule J \$ <u>3,055.00</u>	6f. Monthly expenses \$ <u>3,055.00</u>
6c. Monthly payments on all reaffirmed debts not listed on Schedule J \$ <u>0</u>	6g. Monthly payments on all reaffirmed debts not included in monthly expenses \$ <u>0</u>
6d. Scheduled net monthly income \$ <u>(1,763.33)</u> Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.	6h. Present net monthly income \$ <u>(1,763.33)</u> Subtract lines 6f and 6g from 6a. If the total is less than 0, put the number in brackets.

Debtor 1 Fawn [Redacted] Fenton Case number (if known) 3:19-bk-02693
First Name Middle Name Last Name

7. Are the income amounts on lines 8a and 8c different? No Yes. Explain why they are different and complete line 10. _____

8. Are the expense amounts on lines 8b and 8f different? No Yes. Explain why they are different and complete line 10. _____

9. Is the net monthly income in line 8h less than 0? No Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.
Family providing financial assistance temporarily; Debtor's job income is gradually increasing, and will seek additional work and income until independently financially stable soon.

10. Debtor's certification about lines 7-9. I certify that each explanation on lines 7-9 is true and correct.
If any answer on lines 7-9 is Yes, the debtor must sign here. [Signature]
If all the answers on lines 7-9 are No, go to line 11. Signature of Debtor Signature of Debtor 2 (Spouse Only in a Joint Case)

11. Did an attorney represent the debtor in negotiating the reaffirmation agreement? No Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? No Yes

Explained Part

Part 2: Sign Here

Whoever fills out this form must sign here. I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.

/s/ John Rafferty Date 4/13/20
Signature MM/DD/YYYY

Printed Name
Craig A. Edelman
Jason Cottrill
John Rafferty
Mukta Suri
Natalie Lee
14841 Dallas Parkway, Suite 425
Dallas, Texas 75254
(972) 643-8600
(972) 643-6688
E-mail: consumer7@nbsdefaultservices.com

Check one:
 Debtor or Debtor's Attorney
 Creditor or Creditor's Attorney
 Creditor's Authorized Agent

B2400A (12/15)

<p>Check One.</p> <p><input checked="" type="checkbox"/> Presumption of Undue Hardship</p> <p><input type="checkbox"/> No Presumption of Undue Hardship</p> <p><i>See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.</i></p>
--

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In Re: Fawn ██████ Fenton
Debtor

§
§
§
§

Case No. 3:19-bk-02693
Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: Toyota Motor Credit Corporation

Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Motor Vehicle Lien

B. **AMOUNT REAFFIRMED:** \$9,268.00
The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before February 21, 2020, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 0.0000%.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) Fixed Rate Variable Rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

B2400A (12/15)

Page 3

C. If your answer to EITHER question A. or B. above is "No" complete 1. and 2. below.

1. Your present monthly income and expenses are:

- a. Monthly income from all sources after payroll deductions (take-home pay plus any other income) \$1,291.67
- b. Monthly expenses (including all reaffirmed debts except this one) \$2755.00
- c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$1463.33
- d. Amount of monthly payment required for this reaffirmed debt \$300.00

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Family will provide temporary financial assistance, and my income from job/work is gradually increasing. Will continue to acquire additional work opportunities and income until financially stable/independent soon.

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

- You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

B2400A (12/15)

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PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

- (1). I (We) agree to reaffirm the debt described above.
- (2). Before signing this Reaffirmation Agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3). The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4). I am (We are) entering into this agreement voluntarily and am (are) fully informed of my (our) rights and responsibilities; and
- (5). I (We) have received a copy of this completed and signed Reaffirmation Documents form.

PLEASE SIGN & DATE

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign):

Date 3/11/2020 Signature Fawn Fekler
 Date _____ Signature _____

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor	Toyota Motor Credit Corporation	14841 Dallas Parkway, Suite 425, Dallas, Texas 75254
	Print Name	Address
Print Name of Representative	/s/ John Rafferty	
Craig A. Edelman	Signature	Date
Jason Cottrill		4/13/20
John Rafferty		
Mukta Suri		
Natalie Lea		

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is(are) able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 2.24.20 Signature of Debtor's Attorney Mary Elizabeth Ausbrooks by JHE
 Print Name of Debtor's Attorney Mary Elizabeth Ausbrooks

B2400A (12/15)

Page 5

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, detailed in Part B below, are not completed, the reaffirmation agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the reaffirmation agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this Reaffirmation Documents package requiring signature, have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

B2400A (12/15)

Page 6

6. **When will this reaffirmation agreement be effective?**
 - a. **If you were represented by an attorney during the negotiation of your reaffirmation agreement**
 - i. **If the creditor is not a Credit Union, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship in which case the agreement becomes effective only after the court approves it;**
 - ii. **If the creditor is a Credit Union, your reaffirmation agreement becomes effective when it is filed with the court.**
 - b. **If you were not represented by an attorney during the negotiation of your reaffirmation agreement, the reaffirmation agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing, at which time the judge will review your reaffirmation agreement. If the judge decides that the reaffirmation agreement is in your best interest, the agreement will be approved and will become effective. However, if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your reaffirmation agreement.**
7. **What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the reaffirmation agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.**

B. INSTRUCTIONS

1. **Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.**
2. **Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.**
3. **If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney section (Part IV above).**
4. **You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 427).**
5. **If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your reaffirmation agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B2400B to do this.**

B2400A (12/15)

Page 7

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs arising on or before the date you sign this agreement that you are agreeing to pay. Your credit agreement may obligate you to pay additional amounts that arise after the date you sign this agreement. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this agreement.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

Information to identify the case:

Debtor 1 **Fawn [REDACTED] Fenton** Social Security number or ITIN **xxx-xx-2065**
 First Name Middle Name Last Name EIN _____

Debtor 2 _____ Social Security number or ITIN _____
 (Spouse, if filing) First Name Middle Name Last Name EIN _____

United States Bankruptcy Court **MIDDLE DISTRICT OF TENNESSEE**

Case number: **3:19-bk-02693**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Fawn [REDACTED] Fenton
 [REDACTED]

4/15/20

By the court: Charles M Walker
 United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: 318

Page 1 of 2
Total Noticed: 27

Date Rcvd: Apr 15, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on
Apr 17, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South,
Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083,
CHARLOTTE NC 28272-1083
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360,
TUPELO MS 38803)
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road,
Franklin TN 37064-3003
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12,
Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT,
8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300,
Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013,
ADDISON TX 75001-9013
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue,
Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH,
FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C,
Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Apr 16 2020 02:40:22 Ascend Federal Credit Union,
Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Apr 16 2020 02:40:22 Ascend Federal Credit Union,
P. O. Box 1210, Tullahoma, TN 37388
- 6897903 +EDI: AMEREXPR.COM Apr 16 2020 06:23:00 American Express, Attn: Officer Manager or Agent,
PO Box 981537, El Paso TX 79998-1537
- 6919358 EDI: BECKLEE.COM Apr 16 2020 06:23:00 American Express National Bank,
c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 6897906 EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, Attn: Officer Manager or Agent,
PO Box 982238, El Paso TX 79998
- 7055503 EDI: BL-BECKET.COM Apr 16 2020 06:23:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT,
PO BOX 3001, MALVERN PA 19355-0701
- 6941837 EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, N.A., PO BOX 31785,
Tampa FL 33631-3785
- 6897907 +EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, NA,
Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6924463 EDI: CAPITALONE.COM Apr 16 2020 06:23:00 Capital One Bank (USA), N.A.,
by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 EDI: CAPITALONE.COM Apr 16 2020 06:23:00 Capital One Bank USA NA,
Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +EDI: IRS.COM Apr 16 2020 06:23:00 IRS Insolvency, 801 Broadway Room 285, MDP 146,
Nashville TN 37203-3811
- 6897909 EDI: JPMORGANCHASE Apr 16 2020 06:23:00 Chase Card, Attn: Officer Manager or Agent,
PO Box 15298, Wilmington DE 19850
- 6897912 EDI: TFSR.COM Apr 16 2020 06:23:00 Toyota Motor Credit Co., Attn Officer Manager or Agent,
5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 13

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: Ascend Federal Credit Union, P. O. Box 1210,
Tullahoma, TN 37388)
- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT,
PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238,
EL PASO TX 79998)
- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
- 7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
- 7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

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Imaged Certificate of Notice Page 1 of 4

District/off: 0650-3

User: slw0703
Form ID: 318

Page 2 of 2
Total Noticed: 27

Date Rcvd: Apr 15, 2020

***** BYPASSED RECIPIENTS (continued) *****

6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055504* ++JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01,
MONROE LA 71203-4774
(address filed with court: CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298,
WILMINGTON DE 19850)

7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009

7055511* + [REDACTED] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 17, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 15, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

TOTAL: 8

Information to identify the case:

Debtor 1 **Fawn [REDACTED] Fenton** Social Security number or ITIN **xxx-xx-2065**
 First Name Middle Name Last Name EIN -- - - - - - - - - - -
 Debtor 2 (Spouse, if filing) **[REDACTED]** Social Security number or ITIN **-----**
 First Name Middle Name Last Name EIN -- - - - - - - - - - -

United States Bankruptcy Court **MIDDLE DISTRICT OF TENNESSEE**

Case number: **3:19-bk-02693**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Fawn [REDACTED] Fenton
[REDACTED]

4/15/20

By the court: Charles M Walker
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- debts that are domestic support obligations;
- debts for most student loans;
- debts for most taxes;
- debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- some debts which the debtors did not properly list;
- debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: 6/26/2020 (30 DAY NOTICE PERIOD)
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 7/7/2020, 9:00 A.M.,
COURTROOM TWO, 701 BROADWAY, NASHVILLE, TN 37203**

NOTICE OF MOTION FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS

John C. McLemore, Trustee, has asked the court for the following: to allow or disallow claims.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before 6/26/2020, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>.**

If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: U.S. Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, Tennessee (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is 6/26/2020, the date of the scheduled hearing is 7/7/2020 and the motion to which you are responding is *Motion for Allowance or Disallowance of Claims*.**
3. You must serve your response or objection by electronic service through the Electronic Filing system described above. You must also mail a copy of your response or objection to:

John C. McLemore, Trustee
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215

United States Trustee
701 Broadway, Customs House Suite 318
Nashville, TN 37203

If a timely response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk’s office at (615) 736-5584 or viewing the case on the Court’s website at www.tnmb.uscourts.gov.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

IN RE: FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker
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CHAPTER 7 TRUSTEE'S MOTION FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS

The Chapter 7 Trustee, John C. McLemore, moves the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to this motion.

All claims filed against this Chapter 7 Bankruptcy Estate before the claims bar deadline of May 4, 2020, have been reviewed and are included in the recommendations set forth in Exhibit A to this motion. If a creditor has not filed a claim, its name does not appear on Exhibit A and its claim is not allowed. Each claim is identified by the claim number and the creditor name. The "Claim Status" column indicates whether the Trustee recommends allowance or disallowance of a claim. If a claim is disallowed there will be a brief explanation on the line titled "Claim Notes." The "Amount Allowed" column states the amount of a claim to be allowed. It **does not** indicate the amount to be paid.

The Trustee files this motion and recommendations pursuant to his duties under 11 U.S.C. §704(5). All recommendations are subject to review by the Court. The order resulting from this motion will be a final determination regarding the allowance or disallowance of all claims listed on Exhibit A.

WHEREFORE, the Trustee prays for the entry of an order allowing or disallowing the claims as set forth in the attached Exhibit A, and for such other and further relief as is just.

Dated this 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

CLAIM ANALYSIS REPORT

Page No: 1

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 5/27/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
1	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	\$0.00	\$32.75	\$32.75	\$0.00	\$0.00	\$0.00	\$32.75
	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	General Unsecured	Allowed	7100-000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Allow/Zero Balance												
2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$12,900.65	\$12,900.65	\$0.00	\$0.00	\$0.00	\$12,900.65
Claim Notes: Allow/Unsecured												
3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$5,000.00	\$2,990.00	\$0.00	\$0.00	\$0.00	\$2,990.00
Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)												
4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,518.02	\$9,518.02	\$0.00	\$0.00	\$0.00	\$9,518.02
Claim Notes: Allow/Unsecured												
5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,906.18	\$9,906.18	\$0.00	\$0.00	\$0.00	\$9,906.18
Claim Notes: Allow/Unsecured												
6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Disallow/Secured												

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLenore
 Date: 5/27/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Disallow/Secured												
8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Disallow/Secured												
							\$345,548.52	\$35,347.60	\$0.00	\$0.00	\$0.00	\$35,347.60

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 5/27/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
General Unsecured	\$37,324.85	\$35,314.85	\$0.00	\$0.00	\$0.00	\$35,314.85
Secured	\$308,190.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Expenses - Ch 7	\$32.75	\$32.75	\$0.00	\$0.00	\$0.00	\$32.75

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Proposed

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. So., Ste. 12, Nashville, TN 37212-2926; all creditors, and all parties requesting notice, as reflected on the mailing matrix attached to the original of this pleading on file with the Clerk of this Court.

This 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Attachments:

- (1) Notice of Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (2) Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (3) Proposed Order Allowing and Disallowing Claims

American Express
Attn: Officer Manager or Agent
PO Box 981537
El Paso TX 79998-1537

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA TN 37388-1210

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37064-3003

BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
PO BOX 31785
Tampa FL 33631-3785

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-2413

BECKET & LEE LLP
ATTN: OFFICER MANAGER/AGENT
PO BOX 3001
MALVERN PA 19355-0701

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER/AGENT
PO BOX 15298
WILMINGTON DE 19850-5298

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood TN 37027-4628

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203-3811

MARY ELIZABETH AUSBROOKS
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO STE 12
NASHVILLE, TN 37212-2926

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001-9013

TOYOTA MOTOR CREDIT
CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
c/o Spina & Lavelle PC
One Perimeter Park South
Suite 400N
Birmingham, AL 35243-2327

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530-0009

[REDACTED]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD,
SUITE 200-C
NASHVILLE TN 37215-2963

VIRGINIA LEE STORY
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064-2622

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Form hrgnot

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

701 Broadway Room 170
Nashville, TN 37203

Bankruptcy Proceeding No. 3:19-bk-02693
Chapter 7
Judge Charles M Walker

In Re:

Fawn [REDACTED] Fenton
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security No.
xxx-xx-2065

Employer's Tax I.D. No.

PLEASE TAKE NOTICE that a hearing will be held at:

Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203 on 7/14/20 at 10:00 AM

to consider and act upon the following:

117 – Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of \$See Exhibit .
Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on
7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses
due by 6/26/2020. (MCLEMORE, JOHN)

Dated: 6/30/20

/s/ TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: leq0323
Form ID: hrgnot

Page 1 of 2
Total Noticed: 34

Date Rcvd: Jun 30, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 02, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- aty JERRY PAUL SPORE, SPRAGINS BARNETT & COBB PLC, PO BOX 2004, JACKSON, TN 38302-2004
- aty MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
- aty +NATALIE BROWN, RUBIN LUBLIN, LLC, 119 S MAIN ST, SUITE 500, MEMPHIS, TN 38103-3659
- aty +PAUL JOSEPH SPINA, III, SPINA & LAVELLE PC, 1 Perimeter Park S, Suite 400N, BIRMINGHAM, AL 35243-2327
- aty +SHEARON WEEMS HALES, ASCEND FEDERAL CREDIT UNION, PO BOX 1210, 520 AIRPORT DRIVE, TULLAHOMA, TN 37388-8212
- tr +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. MCLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
- 6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6919358 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
- 6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
- 7055503 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6941837 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
- 6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- ust E-mail/Text: ustpreregion08.na.ecf@usdoj.gov Jul 01 2020 04:14:25 US TRUSTEE, OFFICE OF THE UNITED STATES TRUSTEE, 701 BROADWAY STE 318, NASHVILLE, TN 37203-3966
- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Jul 01 2020 04:13:56 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Jul 01 2020 04:13:56 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
- 6924463 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jul 01 2020 04:12:42 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jul 01 2020 04:13:01 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +E-mail/Text: sbse.cio.bnc.mail@irs.gov Jul 01 2020 04:14:10 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
- 6897909 E-mail/PDF: ais.chase.ebn@americaninfosource.com Jul 01 2020 04:12:58 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850

TOTAL: 7

District/off: 0650-3

User: leq0323
Form ID: hrgnot

Page 2 of 2
Total Noticed: 34

Date Rcvd: Jun 30, 2020

**** BYPASSED RECIPIENTS (continued) ****

**** BYPASSED RECIPIENTS (undeliverable, * duplicate) ****

aty* +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. MCLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250,
NASHVILLE, TN 37215-2885

cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: Ascend Federal Credit Union, P. O. Box 1210,
Tullahoma, TN 37388)

cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)

7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT,
PO BOX 1210, TULLAHOMA TN 37388)

6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)

7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238,
EL PASO TX 79998)

6897901* +Fawn ██████████ Fenton, ██████████ Brentwood TN 37027-4628

7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346

7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346

7055504* ++JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01,
MONROE LA 71203-4774
(address filed with court: CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298,
WILMINGTON DE 19850)

7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009

7055511* +██████████ C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 14, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g) (4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 02, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 30, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com

JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net

JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net

MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn ██████████ Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com

NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com

PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com

SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org

US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Form hrgnot

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

701 Broadway Room 170
Nashville, TN 37203

Bankruptcy Proceeding No. 3:19-bk-02693
Chapter 7
Judge Charles M Walker

In Re:

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security No.
xxx-xx-2065

Employer's Tax I.D. No.

PLEASE TAKE NOTICE that a hearing will be held at:

Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203 on 7/14/20 at 10:00 AM

to consider and act upon the following:

117 – Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of \$See Exhibit .
Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on
7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses
due by 6/26/2020. (MCLEMORE, JOHN)

Dated: 6/30/20

/s/ TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
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THE DEADLINE FOR FILING A TIMELY RESPONSE IS: AUGUST 20, 2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE HELD ON: SEPTEMBER 8, 2020,
AT 10:00 A.M., BY AT&T CONFERENCE LINE NUMBER 1-888-363-4749, ACCESS CODE 7250422#

NOTICE OF AMENDED MOTION FOR ALLOWANCE AND DISALLOWANCE OF CLAIMS

John C. McLemore, Trustee, has asked the Court for the following relief: to allow or disallow claims.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

If you need assistance with Electronic Filing, you may call the Clerk's Intake Department at (615) 736-5584.

2. Your response must state that the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter the attached order granting that relief.

This 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

IN RE: FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker
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**CHAPTER 7 TRUSTEE'S AMENDED MOTION
FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS**

The Chapter 7 Trustee, John C. McLemore, moves the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to this motion.

All claims filed have been allowed in their face amounts as general unsecured claims with the exception of the following three:

Claim #6: Bancorp South Bank—This was a real estate secured claim. During the pendency of the bankruptcy, the collateral was sold as part of the Debtor's divorce and the debt was paid in full. No further action is necessary regarding this claim.

Claim #7: Toyota Motor Credit—This obligation was reaffirmed by the Debtor. No further action is necessary regarding this claim.

Claim #8: Bank of America—This was a real estate secured claim. During the pendency of the bankruptcy, the collateral was sold as part of the Debtor's divorce and the debt was paid in full. No further action is necessary regarding this claim.

All claims filed against this Chapter 7 Bankruptcy Estate before the claims bar deadline of May 4, 2020, have been reviewed and are included in the recommendations set forth in Exhibit A to this motion. If a creditor has not filed a claim, its name does not appear on Exhibit A and its claim is not allowed. Each claim is identified by the claim number and the creditor name. The "Claim Status" column indicates whether the Trustee recommends allowance or disallowance of a claim. If a claim is disallowed there will be a brief explanation on the line titled "Claim Notes." The "Amount Allowed" column states the amount of a claim to be allowed. It **does not** indicate the amount to be paid.

The Trustee files this motion and recommendations pursuant to his duties under 11 U.S.C. §704(5). All recommendations are subject to review by the Court. The order resulting from this motion will be a final determination regarding the allowance or disallowance of all claims listed on Exhibit A.

WHEREFORE, the Trustee prays for the entry of an order allowing or disallowing the claims as set forth in the attached Exhibit A, and for such other and further relief as is just.

Dated this 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 7/21/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	\$0.00	\$70.47	\$70.47	\$0.00	\$0.00	\$0.00	\$70.47
1	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	General Unsecured	Allowed	7100-000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Allow/Zero Balance

2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$12,900.65	\$12,900.65	\$0.00	\$0.00	\$0.00	\$12,900.65
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Claim Notes: Allow/Unsecured

3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$5,000.00	\$2,990.00	\$0.00	\$0.00	\$0.00	\$2,990.00
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Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)

4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,518.02	\$9,518.02	\$0.00	\$0.00	\$0.00	\$9,518.02
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Claim Notes: Allow/Unsecured

5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,906.18	\$9,906.18	\$0.00	\$0.00	\$0.00	\$9,906.18
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Claim Notes: Allow/Unsecured

6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Claim Notes: Paid in Full/No Further Action is Necessary

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 7/21/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Reaffirmed by Debtor/No Further Action is Necessary

8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
---	---	------------	---------	------------	----------	--------	--------------	--------	--------	--------	--------	--------

Claim Notes: Paid in Full/No Further Action is Necessary

\$345,586.24 \$35,385.32 \$0.00 \$0.00 \$0.00 \$35,385.32

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF: 003,1462.00

TNJudicial.org/cv/jr003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 462 of 508

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 7/21/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
General Unsecured	\$37,324.85	\$35,314.85	\$0.00	\$0.00	\$0.00	\$35,314.85
Secured	\$308,190.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Expenses - Ch 7	\$70.47	\$70.47	\$0.00	\$0.00	\$0.00	\$70.47

FRBP Violated: #3:19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF:003:1463.00

TNJudicial.org/calf/r003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 463 of 508

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Proposed

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

IN RE: FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker
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CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. So., Ste. 12, Nashville, TN 37212-2926; BankcorpSouth Bank, c/o Jerry Paul Spore, Spragins, Barnett & Cobb, PLC, 312 East Lafayette Street, Jackson, TN 38301; Peter Knapp, Authorized Agent of Toyota Motor Credit Corporation, Bonial & Associates, P.O. Box 9013, Addison, TX 75501; Specialized Loan Servicing, LLC, Bankruptcy Department, 8742 Lucent Blvd., Suite 300, Highlands Ranch, CO 80129.

This 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Attachments:

- (1) Notice of Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (2) Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (3) Proposed Order Allowing and Disallowing Claims

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
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ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 8/27/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
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ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 27, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 29, 2020.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 29, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 27, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybethrothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreigion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 8/27/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
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ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Form boc

United States Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE

In Re:

Fawn [REDACTED] Fenton

Bankruptcy Case No.
3:19-bk-02693

Chapter 7

NOTICE OF BILL OF COSTS FOR COURT FEES

You are hereby notified that the Clerk of Court requires **JOHN C. MCLEMORE, TRUSTEE** to pay **181.00 – MOTION TO SELL PROPERTY FREE & CLEAR OF LIENS UNDER SECTION 363(F)** in costs for the filing of the following in the above styled case:

Dated:9/3/20

/s/TERESA C. AZAN
Court Clerk

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re: § Case No. 3:19-BK-02693
§
 FAWN ██████████ FENTON §
§
§
§
§
§
 Debtor §

TRUSTEE'S FINAL REPORT (TFR)

The undersigned trustee hereby makes this Final Report and states as follows:

1. A petition under chapter 13 of the United States Bankruptcy Code was filed on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The undersigned trustee was appointed on 12/06/2019.
2. The trustee faithfully and properly fulfilled the duties enumerated in 11 U.S.C. § 704.
3. All scheduled and known assets of the estate have been reduced to cash, released to the debtor as exempt property pursuant to 11 U.S.C. § 522, or have been or will be abandoned pursuant to 11 U.S.C. § 554. An individual estate property record and report showing the disposition of all property of the estate is attached as **Exhibit A**.

4. The trustee realized gross receipts of \$4,400.00

Funds were disbursed in the following amounts:

Payments made under an interim distribution	\$0.00
Administrative expenses	\$181.00
Bank service fees	\$6.33
Other Payments to creditors	\$0.00
Non-estate funds paid to 3 rd Parties	\$0.00
Exemptions paid to the debtor	\$0.00
Other payments to the debtor	\$0.00
 Leaving a balance on hand of ¹	 \$4,212.67

The remaining funds are available for distribution.

5. Attached as **Exhibit B** is a cash receipts and disbursements record for each estate bank account.

¹ The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursements will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of the disbursement of the additional interest.

UST Form 101-7-TFR (5/1/2011)

- 6. The deadline for filing non-governmental claims in this case was 05/04/2020 and the deadline for filing government claims was _____. All claims of each class which will receive a distribution have been examined and any objections to the allowance of claims have been resolved. If applicable, a claims analysis, explaining why payment on any claim is not being made, is attached as **Exhibit C**.
- 7. The Trustee's proposed distribution is attached as **Exhibit D**.
- 8. Pursuant to 11 U.S.C. § 326(a), the maximum compensation allowable to the trustee is \$1,100.00. To the extent that additional interest is earned before case closing, the maximum compensation may increase.

The trustee has received \$0.00 as interim compensation and now requests the sum of \$1,100.00, for a total compensation of \$1,100.00². In addition, the trustee received reimbursement for reasonable and necessary expenses in the amount of \$0.00, and now requests reimbursement for expenses of \$83.69, for total expenses of \$83.69.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Date: 10/20/2020

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

² If the estate is administratively insolvent, the dollar amounts reflected in this paragraph may be higher than the amounts listed in the Trustee's Proposed Distribution (Exhibit D).

UST Form 101-7-TFR (5/1/2011)

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 1

Exhibit A

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN [REDACTED]
For the Period Ending: 10/20/2020

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [REDACTED]	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at [REDACTED]	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 2

Exhibit A

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN
 For the Period Ending: 10/20/2020

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020 PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)
 07/02/2020 PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.
 05/27/2020 Filed Mt to Allow/Disallow Claims.
 05/13/2020 Email to Jodie Thresher re: claims.
 04/15/2020 Fawn Fenton picked up her ring.
 04/01/2020 Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring
 03/19/2020 Filed Report of Sale.
 03/19/2020 Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.
 02/19/2020 Gave diamond ring and wedding band to Bobby Colson who will get a valuation.
 02/10/2020 Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.
 02/03/2020 Claims bar 5/4/2020.
 01/30/2020 Debtor wants to buy equity in vehicle
 01/30/2020 Email to Jodie Thresher about wedding ring.
 01/28/2020 Calculation of value of equity in 2017 Toyota Prius
 01/20/2020 PC with Paul Spina counsel for Toyota Motor Credit.
 01/08/2020 Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.
 01/07/2020 Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **..***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 10/20/2020

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67

TOTALS:	\$4,400.00	\$187.33	\$4,212.67
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	<u>\$4,400.00</u>	<u>\$187.33</u>	
Less: Payments to debtors	\$0.00	\$0.00	
Net	<u>\$4,400.00</u>	<u>\$187.33</u>	

For the period of 4/26/2019 to 10/20/2020

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	<u>\$4,400.00</u>
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$187.33
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	<u>\$187.33</u>
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 02/03/2020 to 10/20/2020

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	<u>\$4,400.00</u>
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$187.33
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	<u>\$187.33</u>
Total Internal/Transfer Disbursements:	\$0.00

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **_***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 10/20/2020

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET DISBURSE

ACCOUNT BALANCES

\$4,400.00

\$187.33

\$4,212.67

For the period of 4/26/2019 to 10/20/2020

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

 Total Compensable Disbursements: \$187.33
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$187.33
 Total Internal/Transfer Disbursements: \$0.00

For the entire history of the case between 12/06/2019 to 10/20/2020

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

 Total Compensable Disbursements: \$187.33
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$187.33
 Total Internal/Transfer Disbursements: \$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 10/20/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	\$0.00	\$83.69	\$83.69	\$0.00	\$0.00	\$0.00	\$83.69
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	09/03/2020	Trustee Compensation	Allowed	2100-000	\$0.00	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
	U.S. BANKRUPTCY COURT CLERK	09/03/2020	Court Costs and Fees	Allowed	2700-000	\$0.00	\$181.00	\$181.00	\$181.00	\$0.00	\$0.00	\$0.00
1	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	Priority	Allowed	5800-000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Allow/Zero Balance

2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$0.00	\$0.00	\$0.00	\$12,900.65
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Claim Notes: Allow/Unsecured

3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$0.00	\$0.00	\$0.00	\$2,990.00
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Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)

4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$0.00	\$0.00	\$0.00	\$9,518.02
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Claim Notes: Allow/Unsecured

5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$0.00	\$0.00	\$0.00	\$9,906.18
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Claim Notes: Allow/Unsecured

CLAIM ANALYSIS REPORT

Page No: 2

Exhibit C

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 10/20/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Paid in Full/No Further Action is Necessary

7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Claim Notes: Reaffirmed by Debtor/No Further Action is Necessary

8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Claim Notes: Paid in Full/No Further Action is Necessary

\$346,880.46 \$36,679.54 \$181.00 \$0.00 \$0.00 \$36,498.54

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF:003.1478.00

TNJudicial.org/ca/fr003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 478 of 508

CLAIM ANALYSIS REPORT

Page No: 3

Exhibit C

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN [REDACTED]
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 10/20/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
Court Costs and Fees	\$181.00	\$181.00	\$181.00	\$0.00	\$0.00	\$0.00
General Unsecured	\$37,324.85	\$35,314.85	\$0.00	\$0.00	\$0.00	\$35,314.85
Priority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Secured	\$308,190.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Compensation	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
Trustee Expenses - Ch 7	\$83.69	\$83.69	\$0.00	\$0.00	\$0.00	\$83.69

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF: 003.1479.00

TNJudicial.org/calf/r003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 479 of 508

Exhibit D

TRUSTEE'S PROPOSED DISTRIBUTION

Case No.: 3:19-BK-02693
 Case Name: FAWN ██████████ FENTON
 Trustee Name: John C. McLemore

Balance on hand: \$4,212.67

Claims of secured creditors will be paid as follows: NONE

Total to be paid to secured creditors: \$0.00
 Remaining balance: \$4,212.67

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
John C. McLemore, Trustee Fees	\$1,100.00	\$0.00	\$1,100.00
John C. McLemore, Trustee Expenses	\$83.69	\$0.00	\$83.69
U.S. Bankruptcy Court Clerk, Clerk of the Court Costs	\$181.00	\$181.00	\$0.00

Total to be paid for chapter 7 administrative expenses: \$1,183.69
 Remaining balance: \$3,028.98

Applications for prior chapter fees and administrative expenses have been filed as follows:
 NONE

Total to be paid to prior chapter administrative expenses: \$0.00
 Remaining balance: \$3,028.98

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling \$0.00 must be paid in advance of any dividend to general (unsecured) creditors.

Allowed priority claims are: NONE

Total to be paid to priority claims: \$0.00
 Remaining balance: \$3,028.98

The actual distribution to wage claimants included above, if any, will be the proposed payment less applicable withholding taxes (which will be remitted to the appropriate taxing authorities).

Timely claims of general (unsecured) creditors totaling \$35,314.85 have been allowed and will be paid *pro rata* only after all allowed administrative and priority claims have been paid in full. The timely allowed general (unsecured) dividend is anticipated to be 8.6 percent, plus interest (if applicable).

Timely allowed general (unsecured) claims are as follows:

Claim No.	Claimant	Allowed Amt. of Claim	Interim Payments to Date	Proposed Amount
2	Ascend Federal Credit Union	\$12,900.65	\$0.00	\$1,106.50
3	Ascend Federal Credit Union	\$2,990.00	\$0.00	\$256.45
4	American Express National Bank	\$9,518.02	\$0.00	\$816.37
5	Capital One Bank (USA), N.A.	\$9,906.18	\$0.00	\$849.66

Total to be paid to timely general unsecured claims: \$3,028.98
 Remaining balance: \$0.00

Tardily filed claims of general (unsecured) creditors totaling \$0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and timely filed general (unsecured) claims have been paid in full. The tardily filed claim dividend is anticipated to be 0.0 percent, plus interest (if applicable).

Tardily filed general (unsecured) claims are as follows: NONE

Total to be paid to tardily filed general unsecured claims: \$0.00
 Remaining balance: \$0.00

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling \$0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows: NONE

Total to be paid for subordinated claims: \$0.00
 Remaining balance: \$0.00

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re: § Case No. 3:19-BK-02693
 §
 FAWN ██████████ FENTON §
 §
 §
 Debtor(s) §

**SUMMARY OF TRUSTEE'S FINAL REPORT
AND APPLICATIONS FOR COMPENSATION**

The Final Report shows receipts of \$4,400.00
and approved disbursements of \$187.33
leaving a balance on hand of¹: \$4,212.67

Claims of secured creditors will be paid as follows: NONE

Total to be paid to secured creditors: \$0.00
 Remaining balance: \$4,212.67

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
John C. McLemore, Trustee Fees	\$1,100.00	\$0.00	\$1,100.00
John C. McLemore, Trustee Expenses	\$83.69	\$0.00	\$83.69
U.S. Bankruptcy Court Clerk, Clerk of the Court Costs	\$181.00	\$181.00	\$0.00

Total to be paid for chapter 7 administrative expenses: \$1,183.69
 Remaining balance: \$3,028.98

Applications for prior chapter fees and administrative expenses have been filed as follows: NONE

¹ The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursement will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of disbursement of the additional interest.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re: **FAWN [REDACTED] FENTON**

Case No: **3:19-02693-CMW**

Debtor(s)

§
§
§

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: Nov 23, 2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 10:00 a.m. ; Dec 1, 2020 ;
Court Room 2, Customs House 701 Broadway , Nashville TN 37203

**NOTICE OF SUMMARY OF TRUSTEE’S FINAL REPORT AND
APPLICATION FOR COMPENSATION
AND DEADLINE TO OBJECT (NFR)**

Pursuant to Fed.R.Bankr.P. 2002(a)(6) and 2002(f)(8), please take notice that **John C McLemore**, trustee of the above styled estate, has filed a Final Report and the trustee and the trustee’s professionals have filed final fee applications, which are summarized in the attached Summary of Trustee’s Final Report and Application for Compensation.

The complete Final Report and all applications for compensation are available for inspection at the Office of the Clerk, at the following address:

U.S. Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203
(Monday - Friday, 8:00 a.m. - 4:00 p.m.)

Any person wishing to object to any fee application that has not already been approved or to the Final Report must file a written objection by **Nov 23, 2020** , together with a request for a hearing and serve a copy of both upon the trustee, any party whose application is being challenged and the United States Trustee. A hearing on the fee application and any objection to the Final Report will be held at 10:00 a.m. on Dec 1, 2020 ; Court Room 2 , Customs House 701 Broadway Nashville, TN 37203. If no objections are timely filed, the court will act on the fee application and approve the trustee’s compensation and expenses, and disbursements will be made as proposed pursuant to FRBP 3009 without further order of the Court.

YOUR RIGHTS MAY BE AFFECTED. Absent timely response, the court will approve the trustee’s compensation and expenses and the pending fee application and disbursements will be made as proposed. If you do not want the court to grant the motion or the trustee to make the disbursements as proposed, then on or before **Nov 23, 2020** , you or your attorney must:

1. File with the Court your written response or objection explaining your position:

Electronically: <https://ecf.tnmb.uscourts.gov> (Required for registered Filers and Users who have accepted electronic notice in this case.)
By Mail at: US Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203
In Person: US Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN (Monday - Friday, 8:00 a.m. - 4:00 p.m.)

2. **Your response must state the deadline for filing responses is Nov 23, 2020 the date of the scheduled hearing is Dec 1, 2020 , and the NOTICE to which you are responding is the Trustee's Final Report.** If you want a file stamped copy returned, you must include an extra copy and self-addressed, stamped envelope.
3. **If you do not file your response electronically, you must also mail a copy of your response to:**
John C McLemore, 2000 Richard Jones Rd, Ste. 250, Nashville TN 37215
United States Trustee, 318 Customs House, 701 Broadway, Nashville, TN 37203

If a timely response is filed, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk's office at 615-736-5584 or viewing the case on the Court's website at ecf.tnmb.uscourts.gov. If you received this notice by mail, you may have three additional days in which to file a timely response under Rule 9006(f) of the Federal Rules of Bankruptcy Procedure.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the notice, motion and proposed order and may enter an order granting that relief.

Date: **Oct 23, 2020**

By: TERESA C. AZAN
Clerk
BY: /s/ SLW
Deputy Clerk

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re: § Case No. 3:19-BK-02693
 §
 FAWN ██████████ FENTON §
 §
 §
 §
 Debtor(s) §

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Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling \$0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows: NONE

Total to be paid for subordinated claims:	<u>\$0.00</u>
Remaining balance:	<u>\$0.00</u>

Prepared By: /s/ John C. McLemore
Trustee

John C. McLemore
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

Form npubstfr (12/13)

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

**Case No. 3:19-bk-02693
Chapter 7**

In re:

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF PUBLICATION OF SUMMARY OF TRUSTEE'S FINAL REPORT

You are hereby notified that a Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object has been filed in the case referenced above. The deadline for objections and responses is contained in the published Notice.

The Notice and its attached complete Summary of Trustee's Final Report and Application for Compensation and Deadline to Object may be viewed on and downloaded from the court's website at www.tnmb.uscourts.gov/summary-trustees-final-reports free of charge. If no electronic viewing means is available, you may request a free copy by calling the U.S. Bankruptcy Court at (615) 736-5584, or by writing to or visiting the Clerk's office located at 701 Broadway, Room 170, Nashville, Tennessee 37203.

Dated: 10/23/20

TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

BY: /s/ slw
Deputy Clerk

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor(s)

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3
Date Rcvd: Oct 23, 2020

User: slw0703
Form ID: npubstfr

Page 1 of 3
Total Noticed: 27

The following symbols are used throughout this certificate:

- | Symbol | Definition |
|--------|--|
| + | Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP. |
| ++ | Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4). |

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 25, 2020:

Recip ID	Recipient Name and Address
db	+ Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
cr	+ Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr	+ Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499	AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
6897903	+ American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358	American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
7055501	++ BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 address filed with court., BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803
6897906	++ BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 address filed with court., Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503	BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6897905	+ BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6941837	Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6897907	+ Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902	Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508	+ SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363	+ Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509	+ TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6897912	++ TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 address filed with court., Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634
6940151	+ Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913	+ US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512	+ VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914	+ [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

TOTAL: 21

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
6897904	Email/Text: bankruptcy@ascendfcu.org	Oct 24 2020 02:54:00	Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748	Email/Text: bankruptcy@ascendfcu.org	Oct 24 2020 02:54:00	Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6924463	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Oct 24 2020 02:40:30	Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Oct 24 2020 02:37:15	Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911	+ Email/Text: sbse.cio.bnc.mail@irs.gov	Oct 24 2020 02:54:00	IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897909	Email/PDF: ais.chase.ebn@americaninfosource.com	Oct 24 2020 02:38:54	Chase Card, Attn: Officer Manager or Agent, PO

District/off: 0650-3
Date Rcvd: Oct 23, 2020

User: slw0703
Form ID: npubstfr

Page 2 of 3
Total Noticed: 27

Box 15298, Wilmington DE 19850

TOTAL: 6

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr	*P++	ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210, address filed with court., Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
cr	*P++	BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360, address filed with court., BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360
7055500	*P++	ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210, address filed with court., ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388
6925939	*P++	BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360, address filed with court., BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803
7055502	*P++	BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238, address filed with court., BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998
6897901	*+	Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
7055505	*	IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506	*+	IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507	*+	IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910	*	IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055504	*P++	JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774, address filed with court., CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850
7055510	*+	US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511	*+	[REDACTED] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTAL: 0 Undeliverable, 13 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 25, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 23, 2020 at the address(es) listed below:

Name	Email Address
JERRY PAUL SPORE	on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com wanda@sraginslaw.com
JOHN C. MCLEMORE	gmyecfkr@gmylaw.com jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS	on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN	on behalf of Creditor BANK OF AMERICA N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;rulecf@gmail.com;BKRL@ecf.courtdrive.com

District/off: 0650-3
Date Rcvd: Oct 23, 2020

User: slw0703
Form ID: npubstfr

Page 3 of 3
Total Noticed: 27

PAUL JOSEPH SPINA, III

on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com

SHEARON WEEMS HALES

on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org bankruptcy@ascendfcu.org

US TRUSTEE

ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Form npubstfr (12/13)

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
Case No. 3:19-bk-02693
Chapter 7**

In re:

[REDACTED]
[REDACTED]
[REDACTED]

Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF PUBLICATION OF SUMMARY OF TRUSTEE'S FINAL REPORT

You are hereby notified that a Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object has been filed in the case referenced above. The deadline for objections and responses is contained in the published Notice.

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Dated: 10/23/20

TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

BY: /s/ slw
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

In re: §
§
FAWN [REDACTED] FENTON § Case No. 19-02693-CW3-7
§ Chapter 7
§ Judge Charles M Walker
§
Debtor(s) §

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of \$1,100.00 and trustee expenses of \$83.69, for a total of \$1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in 11 U.S.C. § 326.

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 11/30/2020



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

In re:

FAWN ██████████ FENTON

Debtor(s)

§
§
§ Case No. 19-02693-CW3-7
§ Chapter 7
§ Judge Charles M Walker
§
§

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This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor(s)

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3
Date Rcvd: Nov 30, 2020

User: slw0703
Form ID: pdf001

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 02, 2020:

Recip ID	Recipient Name and Address
db	+ Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).
NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.
NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 02, 2020
Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 30, 2020 at the address(es) listed below:

Name	Email Address
JERRY PAUL SPORE	on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com wanda@spraginslaw.com
JOHN C. MCLEMORE	gmyecfkr@gmylaw.com jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS	on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN	on behalf of Creditor BANK OF AMERICA N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;ruluuecf@gmail.com;BKRL@ecf.courtdrive.com
PAUL JOSEPH SPINA, III	on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com

District/off: 0650-3
Date Rcvd: Nov 30, 2020

User: slw0703
Form ID: pdf001

Page 2 of 2
Total Noticed: 1

SHEARON WEEMS HALES

on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org bankruptcy@ascendfcu.org

US TRUSTEE

ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 11/30/2020



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

In re: §
FAWN ██████████ FENTON § Case No. 19-02693-CW3-7
Debtor(s) § Chapter 7
§ Judge Charles M Walker
§
§

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of \$1,100.00 and trustee expenses of \$83.69, for a total of \$1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in 11 U.S.C. § 326.

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re: § Case No. 3:19-BK-02693
§
FAWN ██████████ FENTON §
§
§
§
Debtor(s) §

**CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT
CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED
AND APPLICATION TO BE DISCHARGED (TDR)**

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: <i>(without deducting any secured claims)</i>	\$1,250.00	Assets Exempt:	\$11,000.00
Total Distributions to Claimants:	\$3,028.98	Claims Discharged Without Payment:	\$55,593.59
Total Expenses of Administration:	\$1,371.02		

3) Total gross receipts of \$4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of \$0.00 (see **Exhibit 2**), yielded net receipts of \$4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from Exhibit 3)	\$11,672.82	\$308,190.92	\$0.00	\$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from Exhibit 4)	NA	\$1,371.02	\$1,371.02	\$1,371.02
Prior Chapter Admin. Fees and Charges (from Exhibit 5)	NA	\$0.00	\$0.00	\$0.00
Priority Unsecured Claims (From Exhibit 6)	\$0.00	\$0.00	\$0.00	\$0.00
General Unsecured Claims (from Exhibit 7)	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98
Total Disbursements	\$71,518.28	\$346,886.79	\$36,685.87	\$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**EXHIBITS TO
FINAL ACCOUNT**

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [REDACTED]	1129-000	\$4,400.00
TOTAL GROSS RECEIPTS		\$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00
7	Toyota Motor Credit Corporation	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00
8	Specialized Loan Servicing LLC	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00
TOTAL SECURED CLAIMS			\$11,672.82	\$308,190.92	\$0.00	\$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	\$1,100.00	\$1,100.00	\$1,100.00
John C. McLemore, Trustee	2200-000	NA	\$83.69	\$83.69	\$83.69
Pinnacle Bank	2600-000	NA	\$6.33	\$6.33	\$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	\$181.00	\$181.00	\$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES			NA	\$1,371.02	\$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS
-------	----------	---------	--------	--------	--------	--------

NUMBER	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY UNSECURED CLAIMS			\$0.00	\$0.00	\$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$1,106.50
3	Ascend Federal Credit Union	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$256.45
4	American Express National Bank	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$816.37
5	Capital One Bank (USA), N.A.	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$849.66
	BanCorp South	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$11,793.22	\$0.00	\$0.00	\$0.00
	Chase Card	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Specialized Loan Servicing, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Virginia Lee Story	7100-000	\$11,514.50	\$0.00	\$0.00	\$0.00
TOTAL GENERAL UNSECURED CLAIMS			\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 1

Exhibit 8

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [REDACTED]	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at [REDACTED]	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

JRF:003:1505:00

TNJudicial.org/c/a/jf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 505 of 508

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 2

Exhibit 8

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN
 For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020	PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)
07/02/2020	PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.
05/27/2020	Filed Mt to Allow/Disallow Claims.
05/13/2020	Email to Jodie Thresher re: claims.
04/15/2020	Fawn Fenton picked up her ring.
04/01/2020	Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring
03/19/2020	Filed Report of Sale.
03/19/2020	Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.
02/19/2020	Gave diamond ring and wedding band to Bobby Colson who will get a valuation.
02/10/2020	Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.
02/03/2020	Claims bar 5/4/2020.
01/30/2020	Debtor wants to buy equity in vehicle
01/30/2020	Email to Jodie Thresher about wedding ring.
01/28/2020	Calculation of value of equity in 2017 Toyota Prius
01/20/2020	PC with Paul Spina counsel for Toyota Motor Credit.
01/08/2020	Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.
01/07/2020	Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

FRBP Violated: #3:19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

JRF: 003:1506:00

TNJudicial.org/cv/rf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 506 of 508

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **_***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to / Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00

TOTALS:	\$4,400.00	\$4,400.00	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$4,400.00	\$4,400.00	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$4,400.00	\$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **.*4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET DISBURSE

ACCOUNT BALANCES

\$4,400.00

\$4,400.00

\$0.00

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

For the entire history of the case between 12/06/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

REAL ESTATE DEED FRAUD | ADA FINANCIAL EXPLOITATION

U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENNESSEE

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

APPENDIX - 11

STATEMENT OF CLAIM: 2023 Property Value/Loss by Conspiracy Against Rights & Property Under Color of Law, Office, and/or Official Right, ADA Coercion, Extortion, Retaliation (worth \$900k today, while we only owed \$300k) 1

TRIANGLE OF FRAUD: State and Federal Jurisdictions 1

Potential Parties to Fenton Case **The scanned version of this document represents** 1

Incentive for Fraud: ALIMONY **an exact copy of the original as submitted to the** 1

Incentive for Fraud: EQUITY & POSSESSION **Clerk's Office. The original has not been retained.** 1

Incentive for Fraud: EMPLOYER RETIRING (known a year in advance) 1

RESPONSIBLE PARTIES 1

2023 Home Values on Sunnyside Drive (mapped by Zillow) 2

Surrounded by hundreds of acres of protected woodlands, including "Owl's Hill Nature Sanctuary" 3

Our "Yard Pets" at 1986 Sunnyside Drive, Brentwood, TN 37027 (our back porch) 4

2020 CENSUS - Brentwood Tennessee Compared to Fenton Michigan: Consequential Damages, Incidental Damages, Loss of Opportunity and Future Employment, Loss of Enjoyment of Life, Liquidated Damages 5

2020 CENSUS: Median Value of Owner Occupied Homes 6

2020 CENSUS: Median Household Income 7

2022 OUR MILLION DOLLAR RETIREMENT INVESTMENT and HOME, STOLEN (worth over \$800k a year ago, while we only owed \$300k) 9

CURRENT USAGE 12

SALES PRICES (Improvements & Appreciation) 13

MOVE from my pre-marital Duplex at 772-774 Huntington Pkwy, Nashville to our Marital Residence & Retirement Investment at 1986 Sunnyside Drive, Brentwood, TN 37027 15

Additional Investments in Property to make Home Safe, Healthy, and Comfortable. (Not "

bling" for a quick flip.) After our purchase, we invested another \$200k+ (along with 9-years of my primary work product) _____ 16

Sunnyside Crawl Space BEFORE Mold Remediation, Entire HVAC, Ductwork, and Electrical Systems Replaced with High-End Systems _____ 16

Sunnyside Crawl Space AFTER work was done: Carrier Infinity Greenspeed Heat Pump, Custom Duct Work around Perimeter to Maximize Storage, New Electrical Service with Cutler-Hammer CH Series Panels & Whole-House Surge Protectors, Lighting, Mold Remediation _____ 17

\$25k Custom Energy Efficient Roof: Roofing Disaster (Water Damage Demolition) _____ 18

Guest Bedrooms where Ex-wife Could Finally get her Stuffed Animals out of Storage _____ 19

Our Family (Pets) with Custom Manufactured Aquarium _____ 20

State of Tennessee Real Estate License for 16.5-YEARS from 10/9/2004 to 7/25/2021 (over a year after our divorce) with access to Hundreds-Of-Millions of Dollars worth of Inventory, without a SINGLE COMPLAINT (Judge Binkley and Attorney Story treated me as if I couldn't even be trusted with MY OWN PROPERTY) That is so obscenely fraudulent _____ 21

Real Estate Listing Brochure Cover for 6393 Chartwell Court in the Arden Woods subdivision, in Brentwood Tennessee (obviosly I could be trusted with my OWN HOUSE) _____ 22

TN License Search and Verification _____ 23

Real Estate Continuing Education _____ 24

Attorneys Story and Ausbrooks testified in BOTH Federal and State Courts that I didn't have any financial investment in the Property. Insisting that I was on the DEED ONLY (I had more PREMARITAL RETIREMENT FUNDS Invested into the PURCHASE of OUR PROPERTY than my Ex-wife DID). While the rest was all TENANCY by the ENTIRETY. (This was a mute point, since myself and my two tenants/roommates were entitled to NOTICE and HEARING(S), in FEDERAL Courts Regardless, per the FRBP) _____ 26

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027 _____ 26

4/30/2010 ASCEND FCU Bank Statement (HOUSE FUND) Showing Electronic Transfers from Jeff's VANGUARD Pre-Marital Retirement Funds _____ 26

JEFF'S 2010 VANGUARD 1099-R _____ 27

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN SUNNYSIDE (Vanguard Rothe IRA - REIT) _____ 28

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8/29/2019 Chancery Court Order - CHECK THE TRANSCRIPTS (R.v4, Pages 495-523). Fraudulent Order & Claims, Fraud Upon the Court by Officer(s) of the Court, Obstruction of Justice, Grossly Biased and Abusive Hearing, Violently TAKING Property with LIES - NOT Seeking JUSTICE. Inconsistent with Prior 8/1/2019 Hearing & Order. Willful, Wonton, and Careless Disregard for the Supreme Law of the Land, the FRBP, the Judicial Canons, the RPC, and MY LIFE 51

PRO SE Litigant Discrimination: Opposing Counsel literally gets to Write the Court Orders without any Opportunity to Correct or Claim that the "PROPOSED" Written Order does NOT match the VERBAL Order given in Court (while the court has NO recording devices or clerk taking notes of who is present or what is said). Per the Local Rules of Practice for the 21st Judicial District, including Williamson County, they discriminate against the financially

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2019-10-09 Email where Auctioneer Tommy Anderson promised to have the Title Company send me a copy of the final, fully executed, HUD-1 Settlement Statement (repeatedly requested from every party, never received to date) _____ 70

2019-10-06 Email where Auctioneer Tommy Anderson is THREATENING ME per Ms. Story's Request and comes to MY HOME and shockingly beats on the back door to hurry me and my elderly mother in our efforts to quickly pack and move, terrifying my mother. (Reporting back to Story, though I get no cell service at my house, and didn't receive any of their nasty correspondances, from Anderson and Story, until I left the property.) AUCTION did not close for THREE MORE WEEKS, there was NO REASON to BULLY and RUSH me MORE _____ 70

(DOJ) ACTING UNITED STATES TRUSTEE FOR REGION 8 (Districts of Tennessee and Kentucky) _____ 71

Paul A. Randolph (USTP) Email Confirmation and Assignment of 19-02693 Fenton: Fraud

Referral _____ 72

BUSTED: Nashville USTP Bankruptcy Fraud Investigation _____ 73

DOJ-USTP Megan Seliber - Confirmation of NO CONSTITUTIONAL NOTICE as Required in the Federal Rules of Bankruptcy Procedure and subsequent Federal Bankruptcy Laws _____ 73

BUSTED: The Bankruptcy Attorney HAD TO KNOW that Judge Binkley would "PLAY BALL" 97-DAYS before I entered his Court _____ 74

WARRANTY DEED provided by USTP Megan Seliber, showing that they used my COERCED, FORGED, VOID, REVOKED Signature to SELL my home Regardless (REAL ESTATE DEED FRAUD) Court, Counsel, Auctioneers, Closing Company, all REFUSED to provide me this or a HUD-1 for over THREE YEARS _____ 75

BUSTED: FINAL "BANKRUPTCY RELIEF" was only \$44k, while likely paying \$100k+/- in Combined Legal Fees, Losing \$250k CASH on the DAY OF THE AUCTION, and another \$400k in APPRECIATION since the AUCTION. While I've been OFFICIALLY OPPRESSED, LITIGIOUSLY TORTURED, and CRIMINALLY DESTROYED, DAY & NIGHT for Well Over THREE-YEARS now, as has been my Elderly Mother who is terrified at what the COURT will CRIMINALLY do NEXT, to HARM and SILENCE ME (I DEMAND TO BE ALLOWED TO PRESS FORMAL CRIMINAL CHARGES, AGAINST THE MEMBERS OF ALL THREE COURTS) _____ 77

TRUTH & AUTHENTICITY are my HIGEST VALUES - This entire loss was completely avoidable, with the tiny bit of ethical care, impartiality, and common sense, used to fairly help us BOTH survive this divorce. Yet the Court and Counsel repeatedly refused(Subsequent Pain and Suffering, Official Oppression, ADA Interference, and Hobbs Act Extortion, wasting a fortune along with years of my life) _____ 85

THE GAME: PROMISING TO PAY ME ALIMONY & NO MORE LEGAL ATTACKS by ATTORNEYS _____ 86

THE GAME: Ex-wife is a Highly Trained and Equiped Firearms EXPERT and Tennessee Licensed Concealed Carry INSTRUCTOR (With two military grade assault rifles, a half-dozen of the best handguns in the world, and over 5,000 rounds of ammunition when she moved out) NEVER was she "at fear for her safety" from LONG ANGRY but non-threatening emails or text messages, which she could have easily BLOCKED (I wrote her a 30-PAGE letter, openly putting everything on the table, BEFORE she married me) Everything I write is long, there is no crime or crying "FIRE" fifteen-years later _____ 87

ADA REQUEST FOR MODIFICATION (NEVER HONORED, nor have I been provided with any NOTICE that any part was DENIED, or alternate modifications SUGGESTED) I've been denied repeated requests for the final two pages of this for each

filing, with the Presiding Judge's Signature 88

Requested "Judgement Based upon the LAWS - not just the Technical Codes which I am able to Research and Cite (ignorance of the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either)." COA NEVER HONORED - Complete Cover-Up, in every division of the Tennessee Courts. 89

Jim Hivner and John Coke have so far REFUSED to provide me with the last TWO pages of each ADA request, so that I can see what ADA Modifications and suggested Alternate Modifications the Judge(s) agreed to, but NOPE. It appears the only way to get a response is to SUE everybody. (Which is ridiculous, and discriminates against the most vulnerable in society, which legally they are required to protect, with mandatory reporting, yet they appear not to CARE 91

DEFAULT 6-YEAR OUT OF JURISDICTION, ORDER OF PROTECTION (Hobbs Act EXTORTION OF MY SILENCE, Under Color of Official Right), without NOTICE 92

"TORTURE" as Defined by the Universal Declaration of Human Rights 93

The TRUTH ABOUT "STALKING" and My Ex-Wife's Physical and Emotional MELT DOWN (highly compounded by a dozen felonies the Court and Counsel ushered her into, while her Counsel Portrayed ME as the Problem (FRAUD UPON THE COURT) 94

STALKING: What an INSULT, I specifically confirmed with Ex-wife on February 5th, 2019 that "stalking" was absolutely NOT a concern 96

CONFLICT between Hormone Therapy for Menopause and Xyrem Medication she took for Narcolepsy 97

EX-WIFE'S THEORY ON ROOT CAUSE OF NIGHT SWEATS (causing her to only sleep 1-2 Hours at a time, making her MISERABLE, destroying her health) 98

JOKING about having institutions where you can drop your Wife off at for a Decade, During Menopause. Ex agrees that sounds GOOD right now 99

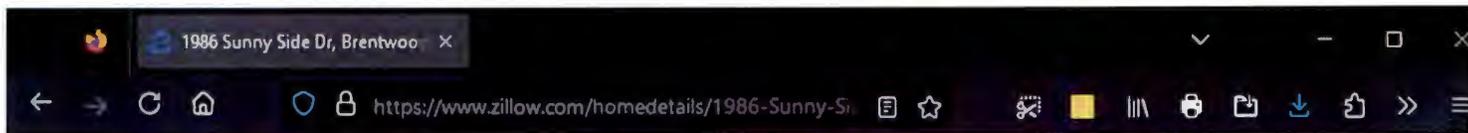
WIFE has struggled with Chronic Depression (dubbed "Doomsday Syndrome" by her brother) most of her life, compounded by Narcolepsy, and some other legitimate health problems. As seen in the texts above, we got along FINE, except when the DIVORCE GAMES were going on. (She wanted to remain "friends" after our divorce, because "there really are a lot of parts about (me) that (she) love(s)" 101

The Strong Man Principal 102

OATH OF OFFICE: Judge Michael W. Binkley (Repugnantly Violated, Countless Times) 104

RETIREMENT/PROPERTY INVESTMENT VALUE APPRECIATION AS OF 5/31/2023

Will Easily Reach \$1,000,000 VALUE within the Next Decade as Planned, while without Interference
It would have been completely PAID-OFF within that period, with less WORK than I'm doing NOW!
CAPITAL GAINS TAX does NOT apply for a PRIMARY RESIDENCE, this would have been TAX FREE!



STATEMENT OF CLAIM

Sign in

Edit Save Share More



4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

● Off market Zestimate®: **\$884,500** Rent Zestimate®: **\$3,999**

Est. refi payment: \$5.237/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

Home value



Zestimate

\$884,500



Zestimate range

\$814,000 - \$973,000



Last 30-day change

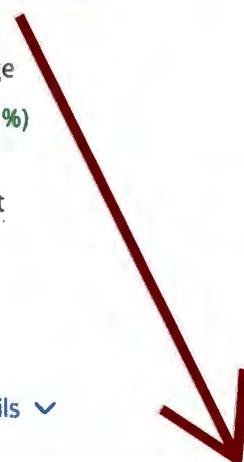
+\$16,116 (+1.9%)



Zestimate per sqft

\$335

Zestimate history & details



6:49 AM
5/31/2023

Now with a Court Judgment, the recovery will be subject to an estimated 37% Tax Rate, placing this at roughly a 1.5 Million Dollar Lifetime Property Loss & Claim. In addition to damages, incidental, consequential, compensatory, loss of consortium, liquidated, loss of use, loss of enjoyment, loss of life, liberty, property & the pursuit of happiness. Plus legal fees, pain & suffering (compounding daily), litigious TORTURE of an ADA Party, since 9/3/2019, until a cure is obtained.

INSIDE THE STATE OF TENNESSEE'S LEGISLATURE/COURTS/AOC/TBI, BJC & BPR JURISDICTION:

ARRESTS, IMPEACHMENTS, DISBARMENTS, DISCIPLINARY ACTIONS, STATE CRIMINAL CHARGES, CORRECTIONS, EXPUNGEMENTS, RESTITUTION, DAMAGES, SANCTIONS, POLICY CHANGES TO INCREASE TRANSPARENCY AND ACCOUNTABILITY WITHIN ALL TENNESSEE COURTS. MORE UNIFORM POLICIES STATE-WIDE TO REDUCE DISCRIMINATION BY LOCAL RULES.

MANDATORY DISCLOSURES & RECUSALS OF HEARING CASES BY "FRIENDS".

OUTSIDE DOJ/FBI JURISDICTION:
DUE TO THE INFLUENCE OF THE "PLAYERS", NOBODY WITHIN THE STATE OF TENNESSEE HAS SHOWN ANY INTEREST IN ENFORCING THE "RULE OF LAW" OR HOLDING THE COURT AND COUNSEL ACCOUNTABLE TO THEIR "OATHS OF OFFICE", THE JUDICIAL CANONS, OR THE RULES OF PROFESSIONAL CONDUCT. THE BOARD OF PROFESSIONAL RESPONSIBILITY HAS REFUSED TO FILE, VET AND ACT UPON MY "SERIOUS COMPLAINT" SUBMITTED WELL OVER TWO YEARS-AGO; AGAINST ATTORNEYS VIRGINIA LEE STORY, MARY BETH AUSBROOKS, ELAINE BEELER, AND "FRIENDS".



INSIDE DOJ/FBI JURISDICTION

BANKRUPTCY CASE 3:19-BK-02693

- FRBP 7001 ADVERSARY PROCEEDINGS
- FRBP 9011 ATTORNEY CERTIFICATION
- 28 USC §§ 1927, 1334, 1335 — JURISDICTION
- 11 USC §§ 363(b)(1), (e) NOTICE & HEARING
- 11 USC § 363(h) SELL IF BENEFIT TO ESTATE
- 11 USC §§ 541, 542, 543 Estate Property/Turnover
- 18 USC § 241 CONSPIRACY AGAINST RIGHTS
- 18 USC § 242 DEPRIVATION (COLOR OF LAW)
- 18 USC §§ 157, 1341 BK FRAUD(s) & SWINDLES
- 18 USC § 1503 OBSTRUCTION OF JUSTICE**
- 18 USC § 1519 FALSIFYING BK RECORDS
- 18 USC § 1951 HOBBS' ACT EXTORTION
- 18 USC § 1957 UNLAWFUL PROPERTY TRANS.

IN DOJ/FBI/TBI JURISDICTION

CONSTITUTIONAL, STATE, AND — FEDERAL CRIMES —

COMMITTED BY BOTH COURTS AND COUNSEL COLLUSIVELY:
CONSPIRACY AGAINST RIGHTS, DEPRIVATION OF PROPERTY AND LIBERTY UNDER COLOR OF LAW, WITHOUT NOTICE/EQUAL OR DUE PROCESS. MALICIOUS LITIGATION, ABUSE, CRUELTY, FAILURE TO INTERVENE, NEGLECT TO PREVENT, CIVIL RIGHTS INTIMIDATION, COERCION, THEFT, EXTORTION, UNDER COLOR OF OFFICIAL RIGHT, ADA COERCION THREATS, INTERFERENCE, RETALIATION.

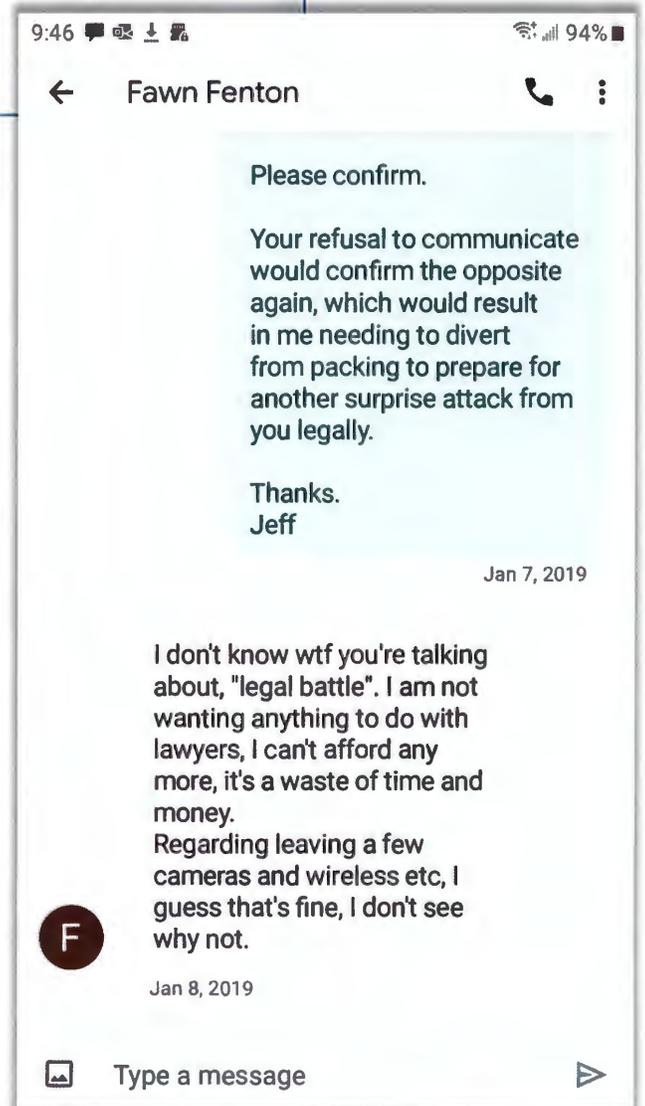
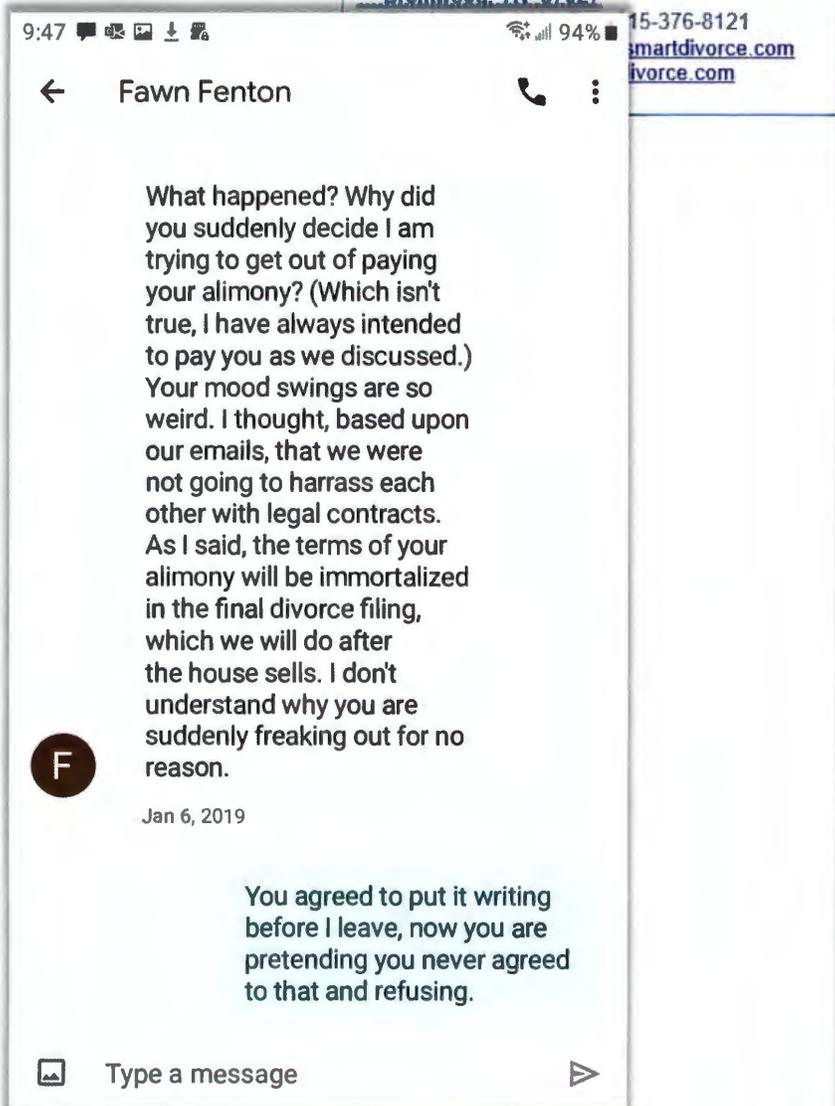
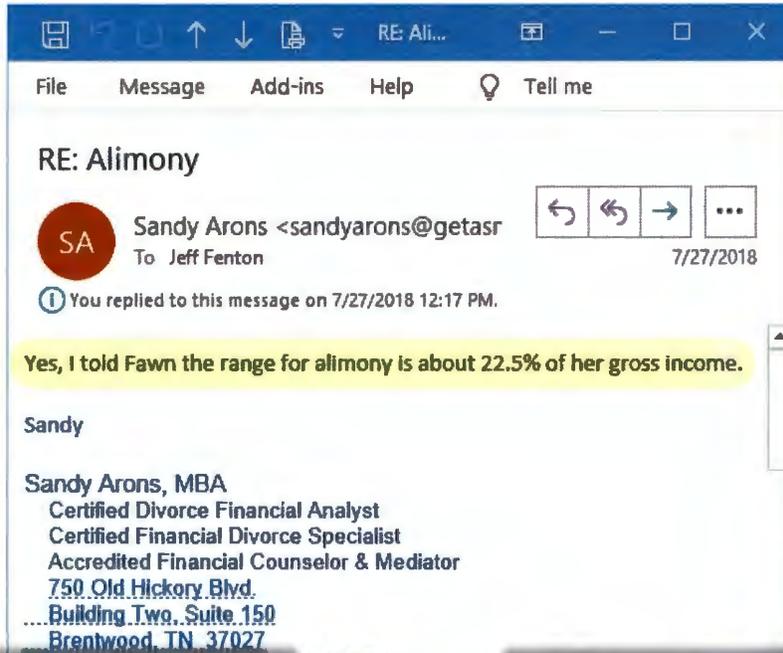
SYNOPSIS: Family Court Attorney, Virginia Lee Story (in Williamson County Chancery Court) Conspired with Bankruptcy Specialist, Attorney Mary Elizabeth Maney Ausbrooks (in U.S. Bankruptcy Court for the Middle District of Tennessee), well over a Month in Advance of my Ex-wife's **secret** Divorce Filing & Ambush. The Crux of this Conspiracy Conducted by Counsel, with the Fraudulent Assistance by BOTH Courts, was to CIRCUMVENT the "Federal Rules of Bankruptcy Procedure" (FRBP) and a Multitude of Federal Bankruptcy Laws, so they could Illegally FORCE the Deprivation of Multiple Property Interests (purchased/owned/held) by MYSELF in 1986 Sunnyside Drive, Brentwood, TN 37027; as well as by my two Roommates/Tenants State & Federally Protected "Leasehold Property Interests". Each of which Required an "Adversarial Proceeding", including **NOTICES & HEARINGS in Federal District Court**, or Federal Bankruptcy Court. Under the circumstances, the State Courts were specifically FORBIDDEN from Exercising Jurisdiction. The BK Trustee was REQUIRED to REMOVE the PROPERTY from my Ex-wife's **secret** "BANKRUPTCY ESTATE", as a "BURDENSOME ASSET", long before I met Judge Michael W. Binkley.

POTENTIAL PARTIES TO FENTON CASE

To be clear, I believe to have been legally due approximately \$250,000 from Ms. Fenton, at the time of our divorce, over three years ago. Based upon the calculations of Sandy Arons, MBA, Certified Divorce Financial Analyst, Certified Financial Divorce Practitioner, Certified Financial Divorce Specialist, Financial Counselor & Mediator whom we hired for a “Collaborative Divorce”. That was before any of the professionals below got involved. That was when we were both operating in “good faith”. That was before the parties below worked together (primarily knowingly, with a few exceptions) for this massive Conspiracy Against MY Rights / Bankruptcy Fraud / Fraud Upon the Court(s) / Deprivation of Property without Notice or Due Process of Law, secretly executed simultaneously, both in Williamson County Chancery Court as well as the U.S. Bankruptcy Court for the Middle District of TN, while deceptively and cruelly “leveraging” each Court’s Orders against the other.

While I was intentionally omitted as a party to the actions in the U.S. Bankruptcy Court for the Middle District of TN, though I legally should NOT have been. As an equally invested and equally deeded OWNER of our Marital Residence, at 1986 Sunnyside Drive, Brentwood, TN 37027. Which we referred to as our “Forever Home”, or so we swore to each other. Which I had more of my premarital retirement funds invested into for our down-payment and purchase than Ms. Fenton did. I likewise had invested proceeds from my premarital “Duplex/Home”, as we jointly invested approximately \$200k (beyond the purchase price) into core improvements, for the long-term safety and health of both our home and our family, amongst some desired amenities. Most of which I performed and managed by myself, as I personally invested nearly a decade of my life, my hard work, and my meticulous craftsmanship into improving our “forever home”.

+ 2019-01-04 MS. FENTON DEFAULTED ON OUR "VERBAL SETTLEMENT AGREEMENT" to AVOID PAYING ME ALIMONY AS AGREED at 22.5% of Her Gross Income for HALF the TERM of Our Marriage \$1,750 PER MONTH for 6-YEARS Repeatedly PROMISED by Ms. Fenton



2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE! (Regretfully She Declined)

OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

 **Jeff Fenton**
To: Sandy Arons
Cc: Fawn Fenton; Fawn Fenton

Mon 8/6/2018 1:26 AM

 You forwarded this message on 8/6/2018 1:44 AM. This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.

- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat \$75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal in agreement writing prior

RE: Financial Const... - Message (HTML)

File Message Add-ins Help Tell me what you want to do

RE: Financial Considerations to Keep in Mind

 **Fawn Fenton**
To: Jeff Fenton
Cc: Sandy Arons

8/23/2018

 You replied to this message on 8/23/2018 3:18 PM.

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.

Beyond that, we'll have to see where things stand with you, and with my company.

(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

While I have suffered a host of nearly unfathomable losses and damages either caused by or in conjunction with the actions, inactions, work, negligence, harassment, abuse, cruelty, and terror performed by the following parties:

VOID

- **ATTORNEY VIRGINIA LEE STORY** | BPR# 011700 | STORY, ABERNATHY, & CAMPBELL, PLLP | 136 4TH AVE S, FRANKLIN, TN 37064-2622
- **ATTORNEY KATHRYN LYNN YARBROUGH** | BPR# 032789 | STORY, ABERNATHY, & CAMPBELL, PLLP | 136 4TH AVE S, FRANKLIN, TN 37064-2622
- **PARALEGAL HEIDI MACY** | STORY, ABERNATHY, & CAMPBELL, PLLP | 136 4TH AVE S, FRANKLIN, TN 37064-2622

VOID

- **JUDGE MICHAEL WEIMAR BINKLEY** | BPR# 005930 | WILLIAMSON COUNTY CHANCERY COURT | 135 4TH AVE S STE 286, FRANKLIN, TN 37064-2564
- **CLERK & MASTER ATTORNEY ELAINE BEATY BEELER** | BPR# 016583 | WILLIAMSON COUNTY CHANCERY COURT | 135 4TH AVE S STE 236, FRANKLIN, TN 37064-2538

VOID

- **ATTORNEY MARY ELIZABETH AUSBROOKS** (AKA MARY BETH AUSBROOKS, MARY ELIZABETH MANEY) | BPR# 018097 | ROTHSCHILD & AUSBROOKS, PLLC | 1222 16TH AVE S STE 12, NASHVILLE, TN 37212-2926 | RESIDENCE: JASON SCOTT AUSBROOKS AND MARY BETH MANEY AUSBROOKS, 120 MEADOWS RD, WHITE HOUSE, TN 37188-9500
- **ATTORNEY ALEXANDER SERGEY KOVAL** | BPR# 029541 | ROTHSCHILD & AUSBROOKS, PLLC | [HTTPS://WWW.LINKEDIN.COM/IN/ALEXKOVAL](https://www.linkedin.com/in/alexkoyal) | CURRENTLY EMPLOYED AS MANAGING ATTORNEY AT: CLARK & WASHINGTON, P.C., 237 FRENCH LANDING DR, NASHVILLE, TN 37228-1601 | [HTTPS://WWW.BANKRUPTCY-NASHVILLE.COM/](https://www.bankruptcy-nashville.com/)

- **ATTORNEY HENRY EDWARD HILDEBRAND, III** | BPR# 032168 | OFFICE OF THE CHAPTER 13 TRUSTEE | 2416 21ST AVE S STE 303, NASHVILLE, TN 37212-5318
- **JUDGE CHARLES M. WALKER** | BPR# 019884 | U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TN | 701 BROADWAY STE 260, NASHVILLE, TN 37203-3983
- **ATTORNEY SAMUEL FORREST ANDERSON** | BPR# 017022 | BANKERS TITLE & ESCROW | 5107 MARYLAND WAY STE 115, BRENTWOOD, TN 37027-7555
- **PARALEGAL KIM MURRAY** | BANKERS TITLE & ESCROW | 5107 MARYLAND WAY STE 115, BRENTWOOD, TN 37027-7555
- **BROKER & AUCTIONEER THOMAS "TOMMY" E. ANDERSON** | TN PRINCIPAL AUCTIONEER LICENSE: #3809 | TN BROKER LICENSE: #254363 | PREVIOUSLY: HND REALTY, LLC (DBA HND AUCTIONS LLC) | TN FIRM LICENSE #255602 | 421 EAST IRIS DRIVE, SUITE 300, NASHVILLE, TN 37204 | WWW.HNDREALTY.COM | CURRENT RE FIRM (SINCE 8/30/2021): ADARO REALTY INC. | TN FIRM LICENSE #261466 | 1187 OLD HICKORY BLVD, BRENTWOOD, TN, 37027 | CURRENT AU FIRM: PRUDENTIAL WOODMONT REALTY AUCTIONS | FL FIRM LICENSE: #5257 | 5107 MARYLAND WAY, STE 100, BRENTWOOD, TN 37027 | WWW.FFBAUGH.COM
- **BROKER & AUCTIONEER ROY PATRICK "PAT" MARLIN** | TN PRINCIPAL AUCTIONEER LICENSE: #5243 | TN AFFILIATE BROKER LICENSE: #284361 | RE: MCARTHUR SANDERS REAL ESTATE (SINCE 03/16/2006) | FIRM LICENSE: #59746 | 203 N. ROYAL OAKS BLVD., FRANKLIN, TN 37067 | REAL ESTATE BROKER/AFFILIATE/TIMESHARE SALES | EXPIRED AU: MANHEIM TENNESSEE, INC. D/B/A MANHEIM REALTY & AUCTION | EXPIRED TN FIRM LICENSE (SINCE 05/12/2016): 261268 | MOUNT JULIET, TN, 37122, WILSON COUNTY | NO CURRENT AUCTION AFFILIATION FOUND

- **JUDGE FRANK G. CLEMENT** | BPR# 006619 | TENNESSEE COURT OF APPEALS, MIDDLE DIVISION | 401 7TH AVE N 215, NASHVILLE, TN 37219-1400
- **JUDGE ANDY DWANE BENNETT** | BPR# 009894 | TENNESSEE COURT OF APPEALS, MIDDLE DIVISION | 401 7TH AVE N, NASHVILLE, TN 37219-1400
- **JUDGE WILLIAM NEAL McBRAYER** | BPR# 013879 | TENNESSEE COURT OF APPEALS, MIDDLE DIVISION | 401 7TH AVE N STE 203, NASHVILLE, TN 37219-1400
- **ATTORNEY JAMES MICHAEL HIVNER** | BPR# 020405 | TENNESSEE CLERK OF THE APPELLATE & SUPREME COURTS | SUPREME COURT BUILDING, 401 7TH AVE N, NASHVILLE, TN 37219-1407
- **ATTORNEY JOHN BRANDON COKE** | BPR# 029107 | ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS | NASHVILLE CITY CENTER, 511 UNION ST STE 600, NASHVILLE, TN 37219-1768



➤ **ATTORNEY SANDRA JANE LEACH GARRETT** | BPR# 013863 | CHIEF DISCIPLINARY COUNSEL, BOARD OF PROFESSIONAL RESPONSIBILITY, OF THE SUPREME COURT OF TENNESSEE | 10 CADILLAC DR STE 220, BRENTWOOD, TN 37027-5078

➤ **ATTORNEY BEVERLY P. SHARPE** | BPR# 010529 | DIRECTOR, CONSUMER ASSISTANCE PROGRAM, BOARD OF PROFESSIONAL RESPONSIBILITY, OF THE SUPREME COURT OF TENNESSEE | 10 CADILLAC DR STE 220, BRENTWOOD, TN 37027-5078



➤ I ALSO BELIEVE THAT **Ms. FENTON DESERVES THREE TIMES HER FEES AND COMMISSIONS REFUNDED BY EACH PARTY ABOVE, ATTORNEYS AND AUCTIONEERS ALIKE. SINCE NONE OF THEM SHOULD PROFIT FROM PARTICIPATING IN UNCONSCIONABLE CRIMES, WHICH INEVITABLY DESTROYED US BOTH!**



Buy Rent Sell Home Loans Agent finder

Manage Rentals Advertise Help Sign in

18 results

Sunnyside Dr

849K

531K

742K

1.01M

960K

985K

880K

888K

940K

909K

506K

920K

579K

\$888K
4 bd, 3 ba
2,640 sqft

888K

Sunnyside Dr

Map >

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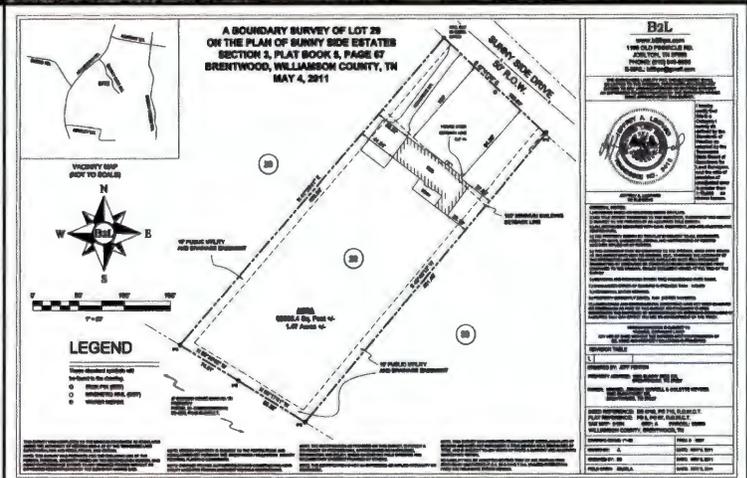
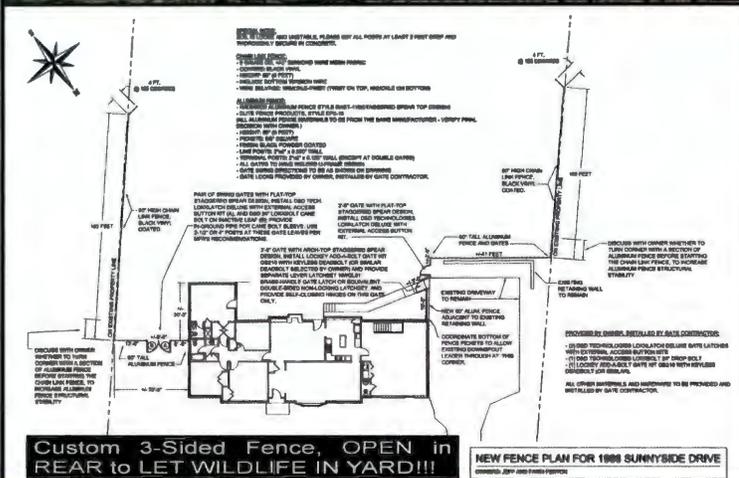
Is this your home?
 Claim this home to track its value and nearby sales activity
 I'm the owner

Get a local Redfin Agent's opinion on your home's value and the state of the Brentwood market.
\$566,000 - \$626,000

1986 Sunny Side Dr, Brentwood, TN 37027
\$595,494 4 2.5 2,640
 Redfin Estimate Beds Baths Sq Ft

Off Market
 This home last sold for \$540,000 on Feb 18, 2020.

LOCATED at the NEXUS of Green Hills, Brentwood, Grassland, Franklin! SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!!!



CERTIFIED WILDLIFE Habitat™

NATIONAL WILDLIFE FEDERATION

This habitat is certified in the National Wildlife Federation's worldwide network of wildlife habitats. Because of the owner's conscientious planning, landscaping and sustainable gardening, wildlife may find quality habitat—food, water, cover, and places to raise their young.

I KNOW OF NOTHING WHICH WIFE LOVES MORE THAN ANIMALS OF ALL KINDS!!!

Fawn's Wildlife Habitat

No. 161,066

David Mizgala
 David Mizgala
 National Wildlife Federation
 1100 National Mall, N.W. | WASHINGTON, DC 20004

NATIONAL WILDLIFE FEDERATION







QuickFacts What's New & FAQs >
Brentwood city, Tennessee; Williamson County, Tennessee; Genesee County, Michigan; Fenton city, Michigan; Argentine township, Genesee County, Michigan; United States
 QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
PEOPLE						
Population						
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
Population Estimates, July 1, 2021, (V2021)	45,491	255,735	404,208	11,989	7,031	332,031,554
Population estimates base, April 1, 2020, (V2022)	NA	NA	NA	NA	NA	331,449,520
Population estimates base, April 1, 2020, (V2021)	45,377	247,726	406,211	12,048	7,076	331,449,520
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	NA	NA	NA	NA	NA	0.6%
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	0.3%	3.2%	-0.5%	-0.5%	-0.6%	0.2%
Population, Census, April 1, 2020	45,373	247,726	406,211	12,050	7,091	331,449,281
Population, Census, April 1, 2010	37,060	183,182	425,790	11,756	6,913	308,745,538
Age and Sex						
Persons under 5 years, percent	3.7%	5.4%	5.7%	5.8%	3.2%	5.7%
Persons under 18 years, percent	28.8%	26.2%	22.3%	23.2%	18.5%	22.2%
Persons 65 years and over, percent	14.1%	14.1%	18.2%	16.4%	16.9%	16.8%
Female persons, percent	49.1%	50.6%	51.5%	55.6%	47.1%	50.5%
Race and Hispanic Origin						
White alone, percent	85.8%	88.0%	75.0%	93.0%	97.2%	75.8%
Black or African American alone, percent (a)	3.1%	4.4%	20.3%	1.6%	0.3%	13.6%
American Indian and Alaska Native alone, percent (a)	0.0%	0.3%	0.6%	0.0%	0.0%	1.3%
Asian alone, percent (a)	7.7%	5.4%	1.1%	0.5%	0.5%	6.1%

All Topics	Brentwood city, Tennessee ✓	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan ✗	Argentine township, Genesee County, Michigan	United States
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.1%	2	0.0%	0.0%	0.3%
Two or More Races, percent	3.0%	1.9%	3.1%	4.7%	1.4%	2.9%
Hispanic or Latino, percent (b)	3.5%	5.2%	3.9%	5.1%	2.1%	18.9%
White alone, not Hispanic or Latino, percent	83.6%	83.3%	71.8%	89.5%	96.7%	59.3%
Population Characteristics						
Veterans, 2017-2021	1,577	9,735	22,795	703	427	17,431,290
Foreign born persons, percent, 2017-2021	8.6%	7.8%	2.8%	1.7%	2.5%	13.6%
Housing						
Housing units, July 1, 2021, (V2021)	X	94,657	183,563	X	X	142,153,010
Owner-occupied housing unit rate, 2017-2021	90.8%	80.3%	70.5%	61.4%	93.9%	64.6%
Median value of owner-occupied housing units, 2017-2021	\$711,900	\$497,500	\$133,700	\$168,800	\$240,900	\$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	\$2,986	\$2,306	\$1,272	\$1,364	\$1,648	\$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	\$766	\$608	\$504	\$583	\$593	\$538
Median gross rent, 2017-2021	\$2,124	\$1,670	\$829	\$1,116	\$880	\$1,163
Building permits, 2021	X	2,980	510	X	X	1,736,982
Families & Living Arrangements						
Households, 2017-2021	14,550	85,311	164,905	5,025	2,657	124,010,992
Persons per household, 2017-2021	3.04	2.84	2.43	2.34	2.63	2.60
Living in same house 1 year ago, percent of persons age 1 year+, 2017-2021	91.2%	86.0%	87.9%	84.4%	92.0%	86.6%
Language other than English spoken at home, percent of persons age 5 years+, 2017-2021	10.1%	8.9%	3.9%	3.0%	2.4%	21.7%
Computer and Internet Use						
Households with a computer, percent, 2017-2021	97.9%	97.7%	90.8%	94.5%	96.9%	93.1%
Households with a broadband Internet subscription, percent, 2017-2021	97.1%	95.0%	83.7%	90.8%	91.8%	87.0%
Education						
High school graduate or higher, percent of persons age 25 years+, 2017-2021	98.3%	95.8%	91.2%	96.7%	95.6%	88.9%
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	75.6%	61.9%	22.2%	29.2%	28.1%	33.7%
Health						
With a disability, under age 65 years, percent, 2017-2021	3.0%	4.3%	13.7%	8.8%	9.5%	8.7%
Persons without health insurance, under age 65 years, percent	3.1%	7.1%	6.2%	8.9%	10.0%	9.8%
Economy						
In civilian labor force, total, percent of population age 16 years+, 2017-2021	64.5%	68.4%	57.9%	66.7%	61.9%	63.1%
In civilian labor force, female, percent of population age 16 years+, 2017-2021	56.3%	60.5%	54.3%	59.7%	60.8%	58.7%

All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Transportation						
Total accommodation and food services sales, 2017 (\$1,000) (c)	192,505	808,891	707,341	75,425	NA	938,237,077
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	968,503	2,141,352	3,165,657	70,669	D	2,527,903,275
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	182,711	414,318	457,204	3,356	NA	895,225,411
Total retail sales, 2017 (\$1,000) (c)	1,259,796	4,563,108	8,429,666	574,399	17,170	4,949,601,481
Total retail sales per capita, 2017 (c)	\$29,498	\$20,157	\$20,678	\$50,791	\$2,613	\$15,224
Income & Poverty						
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	26.0	27.8	26.6	30.7	38.5	26.8
Median household income (in 2021 dollars), 2017-2021	\$165,948	\$116,492	\$54,052	\$70,745	\$86,239	\$69,021
Per capita income in past 12 months (in 2021 dollars), 2017-2021	\$76,194	\$56,545	\$30,561	\$37,049	\$38,043	\$37,638
Persons in poverty, percent	2.6%	4.0%	16.3%	9.7%	5.8%	11.6%
BUSINESSES						
Businesses						
Total employer establishments, 2020	X	7,696	7,528	X	X	8,000,178
Total employment, 2020	X	134,020	119,084	X	X	134,163,349
Total annual payroll, 2020 (\$1,000)	X	9,105,963	5,137,721	X	X	7,564,809,878
Total employment, percent change, 2019-2020	X	1.0%	-1.2%	X	X	0.9%
Total nonemployer establishments, 2019	X	30,877	28,457	X	X	27,104,006
All employer firms, Reference year 2017	1,693	5,634	5,970	511	S	5,744,643
Men-owned employer firms, Reference year 2017	880	3,185	3,738	S	S	3,480,438
Women-owned employer firms, Reference year 2017	310	1,020	1,050	76	S	1,134,549
Minority-owned employer firms, Reference year 2017	169	551	499	S	S	1,014,958
Nonminority-owned employer firms, Reference year 2017	1,167	4,202	4,799	S	S	4,371,152
Veteran-owned employer firms, Reference year 2017	75	284	275	S	S	351,237
Nonveteran-owned employer firms, Reference year 2017	1,254	4,310	4,961	S	S	4,968,606
GEOGRAPHY						
Geography						
Population per square mile, 2020	1,103.7	425.0	637.8	1,811.8	204.6	93.8
Population per square mile, 2010	899.9	314.4	668.5	1,760.5	199.5	87.4
Land area in square miles, 2020	41.11	582.86	636.94	6.65	34.66	3,533,038.28
Land area in square miles, 2010	41.18	582.60	636.98	6.68	34.65	3,531,905.43
FIPS Code	4708280	47187	26049	2627760	2604903420	1

[About datasets used in this table](#)

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2021 5-year ACS Comparison Guidance](#) page.

Fact Notes

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Measuring America's People, Places, and Economy



4 bd 3 ba 2,640 sqft

1986 Sunnyside Dr, Brentwood, TN 37027

Sold: **\$540,000** Sold on 02/18/20 Zestimate®: **\$814,200**

Home value



Zestimate

\$814,200



Zestimate range

\$749,000 - \$887,000



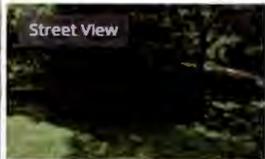
Last 30-day change

+ \$13,226 (+1.7%)



Zestimate per sqft

\$308



Inside the Zestimate

The Zestimate is Zillow's best estimate of a home's value. It is based on a blend of valuation methods, each of which may produce a different estimate depending on the available data.

ESTIMATE BASED ON

Comparable homes

\$891,193 ▾

Local tax assessments

\$767,843 ▾



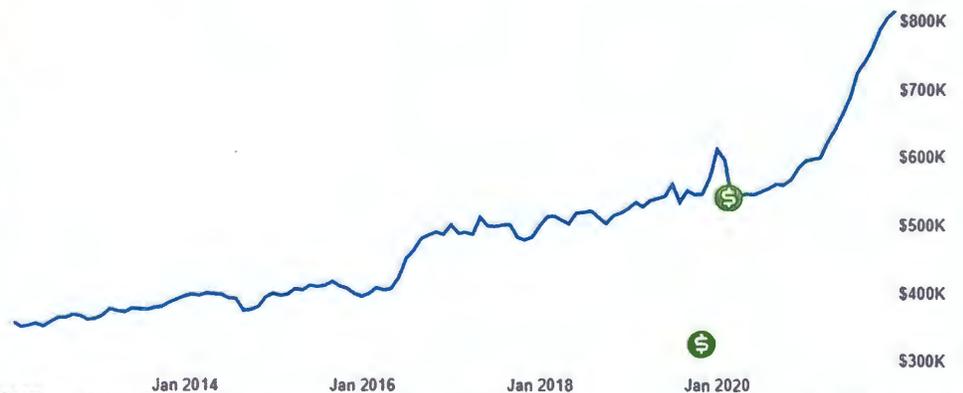
Local Home Values ▾

1 year

5 years

10 years

— This home --





RENTAL ZESTIMATE : \$3,221/mo

Report Generated on January 3rd, 2022

Close ^

Estimated net proceeds

\$325,558

Est. selling price of your home \$ 814,200

Est. remaining mortgage ? \$ 416,931

Est. prep & repair costs ? \$6,000

Est. closing costs ? \$65,712

Est. total selling costs (9%) \$71,712

All calculations are estimates and provided for informational purposes only. Actual amounts may vary.

Comparable homes

These are recently sold homes with similar features to this home, such as bedrooms, bathrooms, location, and square footage.

OUR NEIGHBOR'S HOUSE



This home
\$814,200

Sold
4 beds
3 baths
2640 sqft
\$308 / sqft



1 1969 Sunny Side Dr
\$820,000

Sold 8 months ago
3 beds
3 baths
2598 sqft
\$316 / sqft



2 2011 Sunny Side Dr
\$720,000

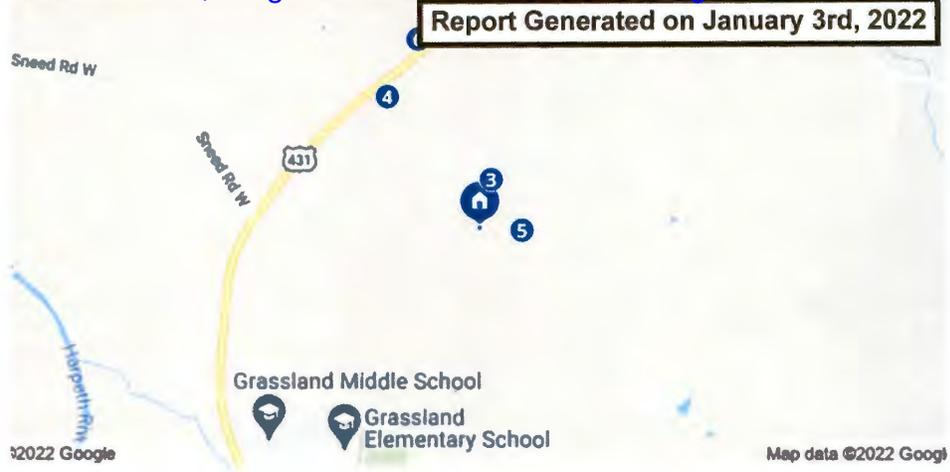
Sold 12 months ago
4 beds
3 baths
3429 sqft
\$210 / sqft



3 201 Sunny Side Dr
\$720,000

Sold
4 beds
3 baths
3429 sqft
\$210 / sqft

Report Generated on January 3rd, 2022



Comparative value

Here's how this home's value estimate compares to similar homes nearby.



Overview

ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Facts and features

Edit

- Singlefamily
- Built in 1977
- Forced air, electric
- Central
- 5 Parking spaces
- 1.05 Acres

Interior details

Bedrooms and bathrooms

Bedrooms: 4
Bathrooms: 3
Full bathrooms: 2
1/2 bathrooms: 1

Basement

Basement: Unfinished

Flooring

Flooring: Hardwood

Heating

Heating features: Forced air, Electric

Cooling

Cooling features: Central

Appliances

Appliances included: Dishwasher, Garbage disposal, Microwave, Range / Oven

Other interior features

Total interior livable area: 2,640 sqft
Fireplace: Yes

Property details

Report Generated on January 3rd, 2022



Parking

Total spaces: 5
Parking features: Garage - Attached, Off-street, Covered

Lot

Lot size: 1.05 Acres

Property

Exterior features: Shingle, Brick, Cement / Concrete
View description: Park, Mountain

Other property information

Parcel number: 094013JA03500

Construction details

Type and style

Home type: SingleFamily

Condition

Year built: 1977

Material information

Foundation: Crawl/Raised
Roof: Asphalt

Utility

Water information: City Water

Community and Neighborhood Details

Location

Region: Brentwood

Other financial information

Annual tax amount: \$2,147

Other facts

Basement Description: Crawl
Floor Types: Finished Wood
Oven Source: Electric
Sewer System: Septic Tank
Bedroom 1 Description: Master BR Downstairs
Construction Type: All Brick
Cooling System: Central
Garage Capacity: 2
Heating Source: Electric
Heating System: Central
Water Source: City Water
Garage Description: Attached - SIDE
Interior Other: Ceiling Fan, Storage, Wood Burning FP
Living Room Description: Fireplace
Oven Description: Double Oven
Range Description: Cooktop
Patio/Deck: Deck
Built Information: Renovated
Basement Type: Other
Kitchen Description: Eat-In
Master Bath Description: Ceramic
Dining Room Description: Separate

Range Source: Gas
Fence Type: Partial
Area: 10-Williamson County
County: Williamson County, TN
Cooling Source: Gas
Contingency Type: Inspection
Property Class: Residential
Sq. Ft. Measurement Source: Prior Appraisal
Acreage Source: Calculated from Plat
Full Baths Main: 2
New Construction: 0
Number Of Fireplaces: 1
Number Of Stories: 2.00
Half Baths Main: 1
Kitchen Dimensions: 13x11
Rec Room Dimensions: 25x20
Tax Amount: 2080
Sq. Ft. Main Floor: 2640
Mls Status: Under Contract - Showing
Standard Status: Active Under Contract
Listing Type: STAND

Report Generated on January 3rd, 2022.

As of the date of this report, the Owner appears to be using the Property as a Rental.

Though it seems strange to pay \$540k to purchase a home for a RENTAL. Based upon my 17-Years as a Licensed Tennessee Real Estate Agent, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt.

As the VALUE of this property exponentially INCREASES over the next 10-15 years.

Due to the LOCATION, the massive growth of the Greater Nashville Area, along with the unique characteristics of this property, I had estimated that it would be worth a MILLION DOLLARS and that we would have it completely paid-off within that time period. (Our Retirement "Nest Egg".)

So far the property has been outperforming even my investment expectations. Between 2/18/2020 & 1/3/2022, it appreciated another \$300k in VALUE. WORTH over \$800k, while we only owed \$300k.

Which is the RETURN on our Pre-Marital Retirement Funds, INVESTED in Williamson County Real Estate!

STOLEN: "Under Color of Law" by Judge Michael W. Binkley, Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, with the help of a HALF-DOZEN of their POWERFUL FRIENDS and ASSOCIATES!

OUR COURT ORDERED AUCTION
After WE INVESTED \$200k MORE
PLUS 9-Years of Hard Work!

We INSTANTLY LOST about \$250k
the DAY that our home AUCTIONED!

Price history

Date	Event	Price	
2/18/2020	Sold	\$540,000 (-10%)	\$205/sqft
Source: Public Record Report			
1/13/2020	Price change	\$599,990 (-3.2%)	\$227/sqft
Source: Benchmark Realty, LLC Report			
12/27/2019	Price change	\$619,900 (-3.1%)	\$235/sqft
Source: Benchmark Realty, LLC Report			
12/5/2019	Listed for sale	\$639,900 (+97.3%)	\$242/sqft
Source: Benchmark Realty, LLC Report			
10/30/2019	Sold	\$324,359 (-7.3%)	\$123/sqft
5/12/2011	Sold	\$350,000	\$133/sqft
Source: Public Record Report			
4/22/2011	Listing removed	\$360,000	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
9/30/2010	Listed for sale	\$360,000 (+42.3%)	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
7/13/2005	Sold	\$253,000 (+11%)	\$96/sqft
Source: Public Record Report			
8/10/1998	Sold	\$228,000	\$86/sqft
Source: Public Record Report			

Auction Investor Resold 4-Months Later
On the Market for a \$200,000 Profit!

Our Initial Purchase. Home Needed Massive
Core Improvements for Health & Safety!

Public tax history

Year	Property Taxes	Tax Assessment
2020	\$2,147	\$96,725
2019	\$2,147 (+3.2%)	\$96,725
2018	\$2,080	\$96,725
2017	\$2,080	\$96,725
2016	--	\$96,725 (+23.7%)
2015	--	\$78,175
2014	--	\$78,175
2013	--	\$78,175
2012	--	\$78,175
2011	--	\$78,175 (+23.5%)

Report Generated on January 3rd, 2022

2007	\$1,462	\$63,278
2006	\$1,462 (+9.8%)	\$63,278 (+35%)
2005	\$1,331	\$46,873

Neighborhood: 37027

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



Nearby homes



\$540,000
 4 bd 3 ba 2.6k sqft
 1986 Sunny Side Dr, Brentwood, TN 370...
 Sold

MLS ID #2103371



\$728,100
 -- bd 2 ba 80 sqft
 1980 Sunny Side Dr, Brentwood, TN 370...
 Off Market

Nearby schools in Brentwood

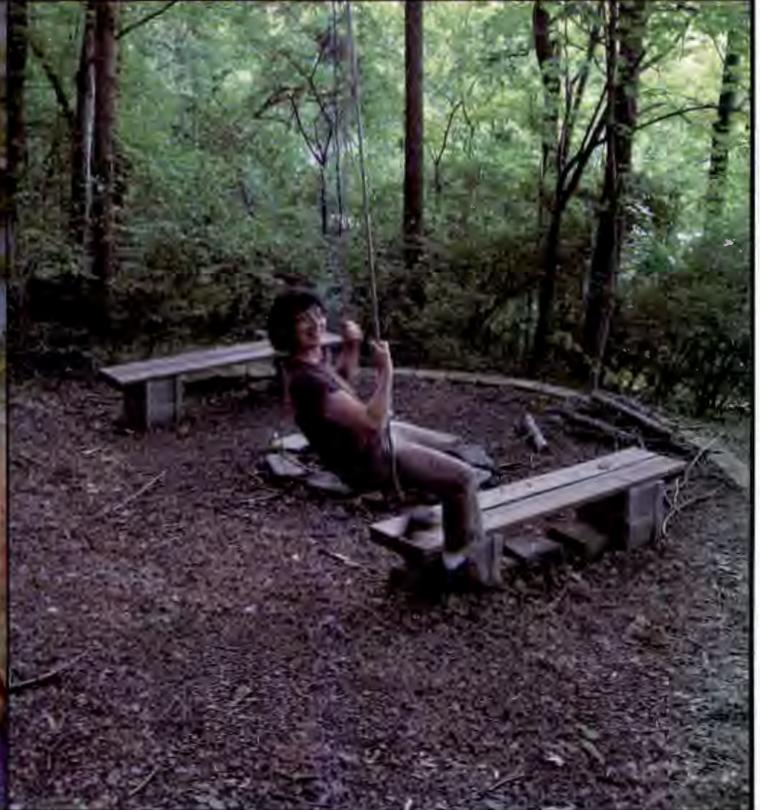
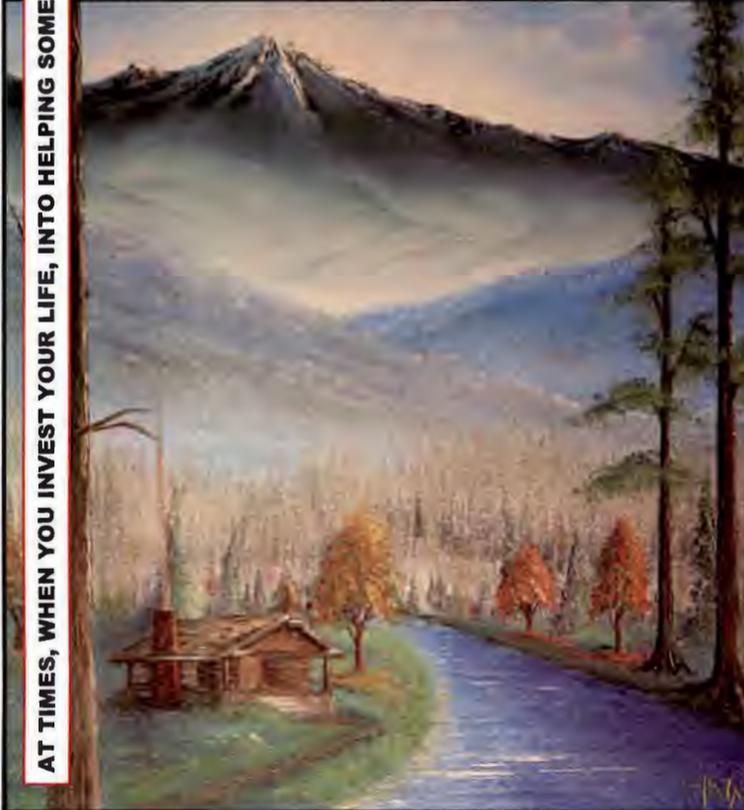
Elementary: Grassland Elementary
 Middle: Grassland Middle School
 High: Franklin High School

GreatSchools rating

- 7/10** **Grassland Elementary**
Grades: K-5 Distance: 0.8 mi
- 9/10** **Grassland Middle School**
Grades: 6-8 Distance: 0.9 mi
- 9/10** **Franklin High School**
Grades: 8-12 Distance: 5 mi

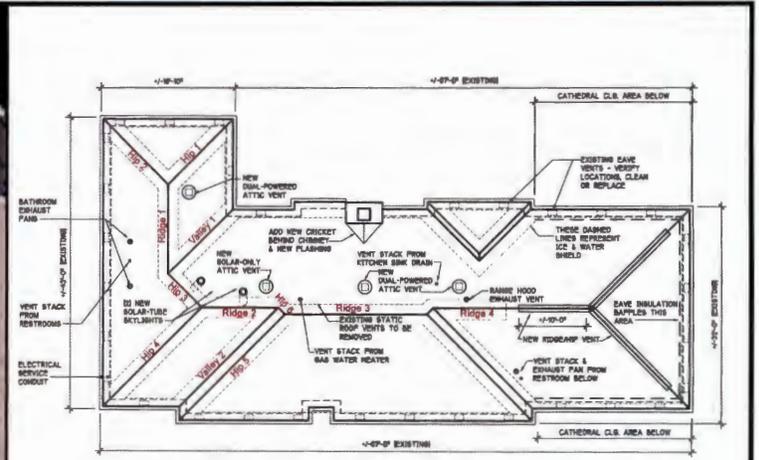
Report Generated on January 3rd, 2022

AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.

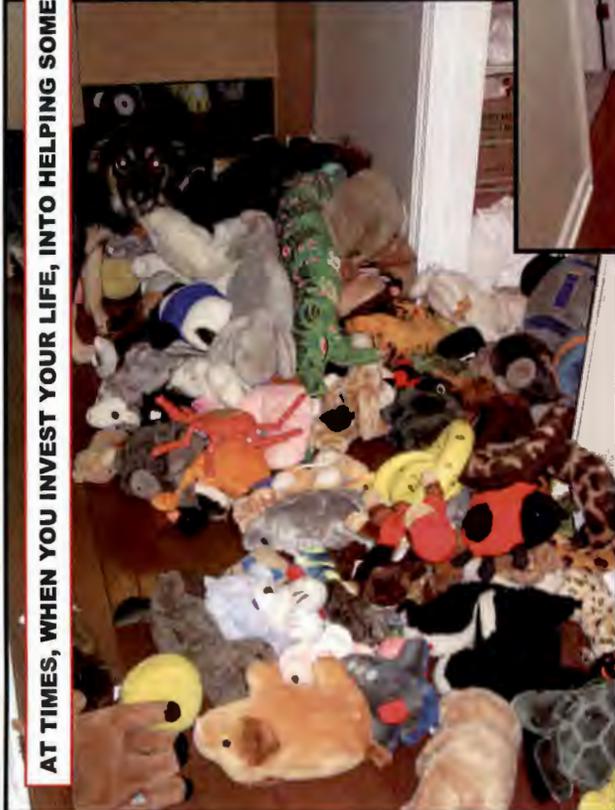








AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.





I was a LICENSED Real Estate Agent "Affiliate Broker" in the State of Tennessee for SEVENTEEN (17) Years (until long after our divorce), with access to hundreds of millions of dollars worth of inventory, without ever a single complaint or issue of any sort! Everyone who worked with me: clients, lenders, property owners, investors, inspectors, contractors, buyers, both unrepresented and with their agents, co-workers, paralegals and closing attorneys, had only the greatest of respect for me and my work.

Neither my ex-wife nor I know of anyone who gave people more for their money, or worked in their client's best interests, more than I did!

c/oJEFFREY "JEFF" RYAN FENTON
1986 SUNNYSIDE DRIVE
BRENTWOOD, TN 37027



My marketing was second to none, as were my contract skills. My attention to detail and background in both printing, graphic arts, and amateur web design, brought compliments from competing agents who were recognized as the "best" from their firms. I devoted two-weeks (80+ hours) to marketing each and every listing I had, while most agents would never dream of investing that much time. But I listed every house to SELL, and every house I did, for top-dollar with minimal time on the market, except for ONE condo, during my 17-Years.

I quit working as a full-time agent upon the realization that 60% of the business was getting the listing not selling it. While a politician I am not.

Attorney Virginia Lee Story made me out to be a "monster" in Judge Michael W. Binkley's Court, with ZERO history to substantiate ANY of it, just her WORD. She lied repeatedly about matters of Real Estate Law, Binkley never once corrected her or exercised his judicial supervisory DUTY.



To view more pictures of this breathtaking property, please visit our website at Brentwood21.com.



- Arden Woods -
6393 Chartwell Court
Brentwood, Tennessee



License Search and Verification

License verification is moving to [License, Permit, Registration Search](#) on August 15, 2021.

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith% s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the [Public Record Request form](#).

[<< Click Here To Go Back To The Search Page](#)

License Details	
License Status	Expired
License #	295752
License ID	295752
Expiration Date	Jul 25 2021
Original Date	Dec 9 2004
Profession Code	2501
Profession Name	Real Estate Agent
First Name	JEFFREY "JEFF"
Middle Name	RYAN
Last Name	FENTON
City	BRENTWOOD
State	TN
Zip Code	37027
Rank	Affiliate Broker

License Activity Description Expired-Grace

Continuing Education

License ID	Course Name	Provider Name	End Date	Credit Hours
295752	TREC CORE 2015-2016(PP)	MCKISSOCK, INC	Jul 24 2015	6
295752	SUCCESS IN COMM REALESTATE(CR	CCIM INSTITUTE	Jul 24 2014	16
295752	2013-2014 TREC CORE(1338) (I)	MCKISSOCK, INC	Jul 2 2013	6
295752	LEINS,TAXES & FORECLOSURES(I)	MCKISSOCK, INC	Jul 2 2013	4
295752	NATL MARK,NEG,CLOSE SALE (I)	MCKISSOCK, INC	Jul 2 2013	3
295752	SHORT SALES (I)	MCKISSOCK, INC	Jul 2 2013	3
295752	EFFECTIVE LISTING PRES (I)	MCKISSOCK, INC	Jul 3 2011	4
295752	TREC CORE 11/12 (1338) (I)	MCKISSOCK, INC	Jul 1 2011	6
295752	SHORT SALES (I)	MCKISSOCK, INC	Jun 29 2011	3
295752	FHA 203K RENOV LOAN (CR)	REAL ESTATE LEADERSHIP SCHOOL	Apr 12 2011	3
295752	CONCISE GUIDE TO RE TAX (I)	MCKISSOCK, INC	Jan 16 2009	4
295752	LOAN TYPES/INSTRU OF FIN (I)	MCKISSOCK, INC	Jan 7 2009	3
295752	TITLE INSURANCE/CURRENT (I)	MCKISSOCK, INC	Dec 31 2008	2
295752	TAX OF R E CAPITAL GAIN (I)	MCKISSOCK, INC	Dec 30 2008	3
295752	TREC CORE 07/08 (1338)(I)	MCKISSOCK, INC	Dec 29 2008	4

Department of Commerce & Insurance Administration License Roster Search

<https://verify.tn.gov/Details.aspx>

295752	APPRAISAL PROCESS AGENTS (DB)	MCKISSOCK, INC	Oct 23 2006	4
295752	TREC CORE 05/06 (1338)(I)	MCKISSOCK, INC	Oct 17 2006	4
295752	REALTRACS PLUS (CR)	REALTRACS SOLUTIONS (MTRMLS,INC)	Jun 5 2006	2
295752	BECAUSE IT'S RIGHT THING (CR)	WILLIAMSON COUNTY ASSN. OF REALTORS	May 18 2006	4
295752	WHAT YOU SAY WILL HURT U (CR)	WILLIAMSON COUNTY ASSN. OF REALTORS	May 18 2006	2
295752	COURSE FOR NEW AFFILIATES(CR)	NASHVILLE SCHOOL OF REAL ESTATE	Aug 13 2004	30
295752	REAL ESTATE FUNDAMENTALS (CR)	NASHVILLE SCHOOL OF REAL ESTATE	Aug 6 2004	60



550 William Northern Blvd., P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01APR10		30APR10
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	
KN E-STMT		

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

MORTGAGE SPECIAL!

Now through May 31 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 1-800-342-3086 for details.

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 12049.92 28APR DEPOSIT-ACH-A-INVEST MY Premarital Retirement Funds 9758.76 = 21808.68 VGI-REIT IX IN (INVESTMENT) (After the 2008 Market Crisis) 28APR DEPOSIT-ACH-INVESTMENT 8023.32 = 29832.00 VGI-STR EQUITY (INVESTMENT) 30APR DIVIDEND through 30APR2010 11.93 = 29843.93 ANNUAL PERCENTAGE YIELD EARNED: 1.05% FOR A 30 DAY PERIOD Average Daily Balance: 13828.13 Your new balance on 30APR10.....\$ 29843.93 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">Total for this period</td> <td style="width: 20%; text-align: center;">Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </table> Dividends Paid To You In 2010 On Suffix 0 \$ 46.01 <hr/> No. 1002576580.. Balance at the beginning of the period.....\$ 611.75 Additions and miscellaneous withdrawals: 30APR DIVIDEND through 30APR2010 0.20 ANNUAL PERCENTAGE YIELD EARNED: 0.40% FOR A 30 DAY PERIOD Average Daily Balance: 611.75 0 Withdrawals = 0.00 1 Deposits = 0.20 0 Drafts Cleared Your new balance on 30APR10.....\$ 611.95 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">Total for this period</td> <td style="width: 20%; text-align: center;">Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </table> Dividends Paid To You In 2010 On Suffix 7 \$ 0.95 To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655. <hr/> Your Financial Summary Your total Draft balances.....\$ 611.95 Your total Share balances.....\$ 29,843.93 YTD Tax Summary YEAR-TO-DATE INFORMATION FOR TAX PURPOSES: Total non-IRA dividends earned (May be reported to IRS as interest for this calendar year)..\$ 46.96		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
	Total for this period	Total year-to-date																	
TOTAL OVERDRAFT ITEM FEES	0.00	0.00																	
TOTAL RETURNED ITEM FEES	0.00	0.00																	
	Total for this period	Total year-to-date																	
TOTAL OVERDRAFT ITEM FEES	0.00	0.00																	
TOTAL RETURNED ITEM FEES	0.00	0.00																	

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

*ASTERISK NEXT TO

2010 Form 1099-R

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

1-800-862-2739

PAGE 2 OF 3

Vanguard

P.O. BOX 2600 · VALLEY FORGE, PA 19482-2600

JEFFREY RYAN FENTON
PO BOX 111777
NASHVILLE TN 37222-1777

PAYER'S name
Vanguard Fiduciary Trust Company

PAYER'S federal identification number
23-2640992

RECIPIENT'S identification number
XXX-XX-5069

This information is being furnished to the Internal Revenue Service,
 Department of the Treasury - Internal Revenue Service

Plan Name		Fund Name		Account number		Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)	IRA/ SEP/ SIMPLE	Box 10: State tax withheld	Box 11: State/Payer's state no.	Box 12: State distribution
ROTH IRA		STRATEGIC EQUITY FUND		09984339759		8,023.32		X	0.00	J				
		REIT INDEX FUND INV		09984339759		9,758.76		X	0.00	J				

JEFF'S TOTAL RETIREMENT DISTRIBUTION
 (After 2007-2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
 on 4/25/2010
\$17,782.08

Form 1099-R
 OMB No. 1545-0119

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.

2-3

01035809





Vanguard

Confirmation



Confirmation number W206391736

Thank you. You can print this page for your records.

Vanguard received your transaction on **04/24/2010**, at **3:58 a.m.**, Eastern time.

Redemption requests received before **4 p.m.**, Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after **4 p.m.**, Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

Notice of your confirmation will be sent to the Web-registered address below. You can [change your e-mail address](#) at any time.

E-mail address Business@FentonMail.com

Fund information

Account Jeffrey Ryan Fenton—Roth IRA

Fund name REIT Index Fund Inv (VGSIX)

Fund & account 0123-09984339759

Method and amount

Sale amount 100%

Redemption method Electronic Bank Transfer

Fee information

Redemption fee \$0.00

Restrictions

Restricted until 06/25/2010

Information on Vanguard's frequent-trading policy is available in each fund's prospectus. You can review our [redemption policies](#). 06/25/2010.

Bank instructions

Routing number 264181626

Vanguard - Confirmation

Name of bank	ASCEND FCU
Bank account number	*****6580
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)
Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information	
Federal withholding	Do not withhold

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Confirmation



Confirmation number W206391261

Thank you. You can print this page for your records.

Vanguard received your transaction on **04/24/2010**, at **4:02 a.m.**, Eastern time.

Redemption requests received before 4 p.m., Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after 4 p.m., Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

Notice of your confirmation will be sent to the Web-registered address below. You can **change your e-mail address** at any time.

E-mail address Business@FentonMail.com

Fund information

Account Jeffrey Ryan Fenton—Roth IRA

Fund name Strategic Equity Fund (VSEQX)

Fund & account 0114-09984339759

Method and amount

Sale amount 100%

Redemption method Electronic Bank Transfer

Restrictions

Restricted until 06/25/2010

Information on Vanguard's frequent-trading policy is available in each fund's prospectus. You can review our redemption policies. 06/25/2010.

Bank instructions

Routing number 264181626

Name of bank ASCEND FCU

Bank account number *****6580

Bank account type Savings (JOINT HOUSE INVESTMENT FUND)

Vanguard - Confirmation

Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information

Federal withholding	Do not withhold
---------------------	-----------------

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550 William Northern Blvd., P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01OCT09		31OCT09
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	
KN E-STMT		

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

****REQUIRED CARD ACT NOTIFICATION****
Please note that your loan payment will not be considered late until the 24th of the month. *This applies only to loans under an open end plan. *This does not apply to closed end Real Estate, Indirect Auto and Credit Card loans or loans currently delinquent. *This does not apply to loans with payments that are due after the 24th of month.

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 620.58 05OCT WITHDRAWAL E-Branch -600.00 = 20.58 Transfer "STD" 600.00 to share 7 20OCT DEPOSIT 453.02 = 473.60 DBO Deposit Funds Transfer From 064005203 20OCT WITHDRAWAL -453.02 = 20.58 DBO Withdraw Funds For Credit Distribution 23OCT DEPOSIT Fawn's Premarital Retirement Funds 10797.02 = 10817.60 31OCT DIVIDEND through 31OCT2009 (After the 2008 Market Crisis) 3.16 = 10820.76 ANNUAL PERCENTAGE YIELD EARNED: 1.16% FOR A 31 DAY PERIOD Average Daily Balance: 3232.62 Your new balance on 31OCT09.....\$ 10820.76 Dividends Paid To You In 2009 On Suffix 0 \$ 42.41
AUTO Loan 1 Prius Paid Off from Fawn's Vanguard Retirement Remainder Deposited for Marital Residence	Your balance at the beginning of the period.....\$ 1793.13 4.75% ***ANNUAL PERCENTAGE RATE*** .013014% Daily Periodic Rate **FINANCE** (PAYMENT)**CHARGE**PRINCIPAL 20OCT PAYMENT (453.02) 6.77 446.25 = 1346.88 DBO distribution \$453.02 from account ****580...064005203 23OCT PAYMENT (1347.41) 0.53 1346.88 = 0.00 Your new balance on 31OCT09.....\$ 0.00 FINANCE CHARGES PAID IN 2009 ON LOAN 1 \$ 65.53
SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of the period....\$ 10.26 Additions and miscellaneous withdrawals: 05OCT DEPOSIT E-Branch 600.00 Transfer "STD" 600.00 from share 0 31OCT DIVIDEND through 31OCT2009 0.23 ANNUAL PERCENTAGE YIELD EARNED: 0.51% FOR A 31 DAY PERIOD Average Daily Balance: 532.84 0 Withdrawals = 0.00 2 Deposits = 600.23 0 Drafts Cleared Your new balance on 31OCT09.....\$ 610.49 Dividends Paid To You In 2009 On Suffix 7 \$ 0.48 To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.
Your Financial Summary	Your total Draft balances.....\$ 610.49 Your total Share balances.....\$ 10,820.76 Your total Loan balances.....\$ 0.00

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

*ASTERISK NEXT TO

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

Deposit Slip Copy

Ascend

Federal Credit Union

Raising Possibilities

ASCEND FEDERAL CREDIT UNION
P.O. BOX 1210
TULLAHOMA
TN 37388

ACCT: 2576580
FAWN FENTON

ACCOUNT-SF	AMOUNT	SEQ	
TO AUTO			
2576580-L1	1347.41	181	← amount put towards Prius
BALANCE:	0.00		← current car loan resulting balance
PREVIOUS:	1346.88		
PRINCIPAL:	1346.88		← amount owed on car to date
INTEREST:	0.53		
CARRYOVER:	10797.02		← remainder of Vanguard checks
TO SHARE			
2576580-S0	10797.02	182	← Vanguard checks remainder deposit to Savings
BALANCE:	10817.60		← current resulting savings balance
PREVIOUS:	20.58		
AVAILABLE:	10812.60		

CHECKS:	12144.43		← Total Vanguard checks

7092588 23 OCT 09 11:54 AM
BR 8 TLR 754

IMPORTANT NOTICE

REMINDER: Ascend Federal Credit Union does not guarantee funds for checks drawn on other financial institutions. Please remember that even after funds have been made available to you, and you have withdrawn the funds, you are still responsible for checks you deposit or cash that are returned to us unpaid for any other problems involving your transaction.

FAWN'S TOTAL RETIREMENT DISTRIBUTION
(After 2007-2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
on 10/23/2009

\$12,144.43

2009 Form 1099-R

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.



P.O. BOX 2600 - VALLEY FORGE, PA 19482-2600

PAGE 1 of 1

1-888-285-4563

FAWN TIFFANY FENTON
 PO BOX 111777
 NASHVILLE TN 37222-1777

PAYER'S name
 Vanguard Fiduciary Trust Company

PAYER'S federal identification number
 23-2640992

RECIPIENT'S identification number
 [REDACTED] - 2065

This information is being furnished to the Internal Revenue Service.
 Department of the Treasury - Internal Revenue Service

Plan Name		Account number			IRA/SEP/SIMPLE	Box 10: State tax withheld	Box 11: State / Payer's state no.	Box 12: State distribution
Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)				
ROTH IRA								
REIT INDEX FUND INV	2,984.96	X	88016994559 0.00	J				
TARGET RETIREMENT 2035	5,235.30	X	88016994559 0.00	J				
DIVERSIFIED EQUITY INV	3,924.17	X	88016994559 0.00	J				

FAWN'S TOTAL RETIREMENT DISTRIBUTION
 (After 2007-2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
 on 10/23/2009

\$12,144.43

Form 1099-R
 OMB No. 1545-0119

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.



Vanguard

OCTOBER 13, 2009

**Vanguard Diversified Equity Fund
Investor Shares**

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
\$.00

**CHECK
CONFIRMATION**

FUND NUMBER 608
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15491307

ACCOUNT SERVICE
CALL 1-800-662-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
10/13	BEGINNING BALANCE				228.548
	Early roth distribution	-3,924.17	17.17	-228.548	

PAID THIS CALENDAR YEAR Income Dividends + Short-term Gains + Long-term Gains = TOTAL DISTRIBUTIONS



Detach this confirmation and retain for your records before cashing or depositing check.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND

REDEMPTION CHECK

**Vanguard Diversified Equity Fund
Investor Shares**

Check Number 15491307 Date Of Check 10/13/2009 88016994559

Dollars	Cents
3,924	17

Pay To The Order Of
FAWN TIFFANY FENTON

60-182
433

PAYABLE AT
PNC BANK
PNC BANK, National Association
JEANNETTE, PA

Please cash this check within six (6) months.

Vanguard

Richard D. Carpenter
Authorized Signature

⑈0015491307⑈ ⑆043301627⑆ 1002419133⑈



Vanguard

OCTOBER 13, 2009

**Vanguard REIT Index Fund
Investor Shares**

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
\$.00

**CHECK
CONFIRMATION**

FUND NUMBER 123
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15490981

ACCOUNT SERVICE
CALL 1-800-862-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
	BEGINNING BALANCE				220.781
10/13	Early roth distribution	-2,984.96	13.52	-220.781	
PAID THIS CALENDAR YEAR					
	Income Dividends	96.44			
	Short-term Gains				
	Long-term Gains				
	TOTAL DISTRIBUTIONS	96.44			



Detach this confirmation and retain for your records before cashing or depositing check.

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REDEMPTION CHECK

**Vanguard REIT Index Fund
Investor Shares**

Check Number: 15490981
Date Of Check: 10/13/2009
88016994559

Dollars	Cents
XXXXXXXX2,984	96

Pay To The Order Of
FAWN TIFFANY FENTON

00-182
433

PAYABLE AT
PNC BANK
PNC BANK, National Association
JEANNETTE, PA

Please cash this check within six (6) months.

Vanguard

Richard D. Carpenter
Authorized Signature

⑈0015490981⑈ ⑆043301627⑆ 1002419133⑈



Vanguard

OCTOBER 13, 2009

Vanguard Target Retirement 2035 Fund

FAWN TIFFANY FENTON
 PO BOX 111777
 NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
 \$. 00

**CHECK
 CONFIRMATION**

FUND NUMBER 305
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15491088

ACCOUNT SERVICE
 CALL 1-800-862-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
10/13	BEGINNING BALANCE				456.037
	Early roth distribution	-5,235.30	11.48	-456.037	

PAID THIS CALENDAR YEAR Income Dividends + Short-term Gains + Long-term Gains = TOTAL DISTRIBUTIONS



Detach this confirmation and retain for your records before cashing or depositing check.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND

REDEMPTION CHECK

Vanguard Target Retirement 2035 Fund

Check Number: 15491088 Date of Check: 10/13/2009 88016994559

Dollars	Cents
5,235	30

Pay To The Order Of
FAWN TIFFANY FENTON

60-182
 433

PAYABLE AT
PNC BANK
 PNC BANK, National Association
 JEANNETTE, PA

Please cash this check within six (6) months.

Vanguard

Richard D. Carpenter
 Authorized Signature

⑈0015491088⑈ ⑆043301627⑆ 1002419133⑈



520 Airpark Drive, P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01MAR11		31MAR11
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	

KN E-STMT

The Best Financing for Your Home!
From April 15 to June 10 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 800-342-3086 for details.

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 42117.72 12MAR* DEPOSIT 2885.00 = 45002.72 31MAR DIVIDEND through 31MAR2011 22.41 = 45025.13 ANNUAL PERCENTAGE YIELD EARNED: 0.60% FOR A 31 DAY PERIOD Average Daily Balance: 43979.01									
	Your new balance on 31MAR11.....\$ 45025.13									
	<table border="1"> <tr> <td></td> <td>Total for this period</td> <td>Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </table>		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
	TOTAL OVERDRAFT ITEM FEES	0.00	0.00							
	TOTAL RETURNED ITEM FEES	0.00	0.00							
	Dividends Paid To You In 2011 On Suffix 0 \$ 63.22									
	=====									
	SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of the period.....\$ 609.97 Additions and miscellaneous withdrawals: 31MAR DIVIDEND through 31MAR2011 0.05 ANNUAL PERCENTAGE YIELD EARNED: 0.10% FOR A 31 DAY PERIOD Average Daily Balance: 609.97								
		0 Withdrawals = 0.00 1 Deposits = 0.05 0 Drafts Cleared Your new balance on 31MAR11.....\$ 610.02								
<table border="1"> <tr> <td></td> <td>Total for this period</td> <td>Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </table>			Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
TOTAL OVERDRAFT ITEM FEES		0.00	0.00							
TOTAL RETURNED ITEM FEES		0.00	0.00							
Dividends Paid To You In 2011 On Suffix 7 \$ 0.20										
To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.										
=====										
Your Financial Summary		Your total Draft balances.....\$ 610.02 Your total Share balances.....\$ 45,025.13								
	YTD Tax Summary YEAR-TO-DATE INFORMATION FOR TAX PURPOSES: Total non-IRA dividends earned (May be reported to IRS as interest for this calendar year)..\$ 63.42									

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*ASTERISK NEXT TO

Transaction Result Page

Apr. 05, 2011 14:09
POST DATE: Apr. 05, 2011 The transfer of **5,000.00** from 0 : HOUSE SAVINGS
To 7 : TENANT DEPOSITS
was successful.

Please refer to the following reference information if you have any questions about this transaction.

e-branch Apr. 05, 2011 14:09 Ref: 365729

The following information reflects changes to the accounts or loans involved in this transaction

0 : HOUSE SAVINGS		7 : TENANT DEPOSITS	
Previous Available Balance	45,020.13	Previous Available Balance	610.02
Previous Balance	45,025.13	Previous Balance	610.02
New Available Balance	40,020.13	New Available Balance	5,610.02
New Balance	40,025.13	New Balance	5,610.02

FAWN FENTON CELL 308-4350
JEFFREY R FENTON
 P.O. BOX 111777
 NASHVILLE, TN 37222

2016
 87-8162/2641

APRIL 3, 2011 DATE

PAY TO THE ORDER OF ZEITLIN & CO REALTORS \$ 5000⁰⁰

FIVE THOUSAND ——— ONLY ——— DOLLARS


AEDC FEDERAL CREDIT UNION
 Nashville, Tennessee 37214

FOR 1986 SUNNYSIDE EARNEST MONEY *Jaw Fenton*

⑆ 264181626 ⑆ 10025765800 ⑆ 2016

DATE	TELLER	TRANSACTION / TYPE	ACCOUNT-SFX	PREV BAL	CHK AMT	END BAL
28APR11	723-176	Cashier's Check Sal	2576580-0		34500.00	
Payee: TOUCHSTONE TITLE AND ESCROW LLC						
	S (0)	SD (7)				
	5525.13	610.02				
	Loan (1)	Loan (85)	Loan (90)			
	0.00	0.00	0.00			

CHECK NO : 219813

TOUCHSTONE TITLE AND ESCROW LLC***



DETACH THIS PORTION BEFORE DEPOSITING

WARNING: THIS CHECK IS PROTECTED BY SECURITY FEATURES. DETAILS ON BACK.



520 Airpark Drive P.O. Box 1210
Tullahoma, Tennessee 37388
(931) 455-5441

28APR11 87-8162
2641

CHECK NO : 219813

AMOUNT

\$ **34500.00

VOID AFTER 90 DAYS

PAYTHE THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100
SUMOF DOLLARS

PAYTO THE TOUCHSTONE TITLE AND ESCROW LLC***
ORDER OF

Remitter: FAWN FENTON

CASHIER'S CHECK

Caren C. Gehrig
AUTHORIZED SIGNATURE
Alisha L. Conner
2nd SIGNATURE REQUIRED FOR CHECKS OVER \$5,000

⑈00219813⑈ ⑆264181626⑆ 646226183⑈

The Brand Promise

Our brand promise is to educate and help you become an effective financial steward. We deliver this promise by asking you questions and offering our full, undivided attention to understand your current life situation and future plans before offering solutions.

Our tagline is "Raising Possibilities." All that we do to define and differentiate ourselves from other financial institutions derives from this. We want to help you recognize and raise all the possibilities as we assist you with personal financial solutions.





520 Airpark Drive, P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01APR11		30APR11
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	
KN E-STMT		

The Best Financing for Your Home!
From April 15 to June 10 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 800-342-3086 for details.

NOTICE: See reverse side for important information

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011 After Purchase SHARE DRAFT Suffix 7 Drafts Your Financial Summary YTD Tax Summary	Your balance at the beginning of the period.....\$ 45025.13 05APR WITHDRAWAL E-Branch -5000.00 = 40025.13 Transfer "STD" 5,000.00 to share 7 28APR WITHDRAWAL -34500.00 = 5525.13 30APR DIVIDEND through 30APR2011 18.37 = 5543.50 ANNUAL PERCENTAGE YIELD EARNED: 0.60% FOR A 30 DAY PERIOD Average Daily Balance: 37241.80 Your new balance on 30APR11.....\$ 5543.50									
	<table border="1"> <thead> <tr> <th></th> <th>Total for this period</th> <th>Total year-to-date</th> </tr> </thead> <tbody> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
	TOTAL OVERDRAFT ITEM FEES	0.00	0.00							
	TOTAL RETURNED ITEM FEES	0.00	0.00							
	Dividends Paid To You In 2011 On Suffix 0 \$ 81.59									
	=====									
	No. 1002576580. Balance at the beginning of the period.....\$ 610.02 Additions and miscellaneous withdrawals: 05APR DEPOSIT E-Branch 5000.00 Transfer "STD" 5,000.00 from share 0 30APR DIVIDEND through 30APR2011 0.08 ANNUAL PERCENTAGE YIELD EARNED: 0.10% FOR A 30 DAY PERIOD Average Daily Balance: 943.35									
	ITEM-----AMOUNT----DATE-----ITEM-----AMOUNT----DATE 2016 5000.00 07APR (* next to number indicates skipped numbers)									
	1 Withdrawals = 5000.00 2 Deposits = 5000.08 1 Drafts Cleared Your new balance on 30APR11.....\$ 610.10									
	<table border="1"> <thead> <tr> <th></th> <th>Total for this period</th> <th>Total year-to-date</th> </tr> </thead> <tbody> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
	TOTAL OVERDRAFT ITEM FEES	0.00	0.00							
	TOTAL RETURNED ITEM FEES	0.00	0.00							
	Dividends Paid To You In 2011 On Suffix 7 \$ 0.28									
To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.										
=====										
Your total Draft balances.....\$ 610.10 Your total Share balances.....\$ 5,543.50										

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*ASTERISK NEXT TO



**JEFFREY R FENTON
FAWN T FENTON**

PRIORITY CHOICES CHECKING

Account Number: 0000000000102196610

For the Period: 04/08/2011 - 05/06/2011

Beginning Balance	\$3,005.73
Deposits	+ \$20,079.18
Withdrawals	- \$6,178.71
Ending Balance	= \$16,906.20

5 Deposits Totaling \$20,079.18

Date	Amount	Description
4/18/11	\$2,099.59	DEPOSIT
5/2/11	\$2,099.59	DEPOSIT
5/2/11	\$10,105.00	DEPOSIT -Benchmark Realty Commission Fenton Jeff
5/5/11	\$775.00	DEPOSIT
5/5/11	\$5,000.00	DEPOSIT

81 Account Transactions Totaling \$6,178.71

Checks

Date	Amount	Description
4/12/11	\$320.00	000001904
4/14/11	\$85.00	000001893
4/18/11	\$100.00	000001895
4/19/11	\$149.14	000001905
4/19/11	\$131.50	000001894
4/21/11	\$159.01	000001906
5/2/11	\$480.00	000001907
5/3/11	\$85.00	000001908

Other Withdrawals

Date	Amount	Description	Card #
4/8/11	\$14.25	WITHDRAWAL -BK OF AMER VI/MC ONLINE PMT CKF113652653POS	
4/11/11	\$7.86	PURCHASE - SONIC DRIVE IN FRANKLIN TN DATE 04/07REF 244273310977200396	9465
4/11/11	\$26.43	WITHDRAWAL -ATT Payment 468900001EPAYR	9465
4/11/11	\$44.95	PURCHASE - WWW.1AND1.COM 877-4612631 PA DATE 04/06REF 244129010977000003	
4/11/11	\$83.01	POS DB KROGER 9040 04/08 5713 EDMONDSON P NASHVILLE TN	4556

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4/12/11	\$13.50	POS DB CVS 06434 9040 04/12 06434-- COOKEVILLE TN	4556
4/12/11	\$16.57	POS DB WHOLE FOOD 9040 04/11 4039 HILLSBORO R NASHVILLE TN	4556
4/12/11	\$24.24	PURCHASE - KROGER #537 NASHVILLE TN DATE 04/10REF 244457111003002573	9465
4/12/11	\$25.62	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/08REF 243160510995487120	4556
4/12/11	\$46.16	PURCHASE - LOGANS #489 NASHVILLE TN DATE 04/09REF 244450011003002573	9465
4/13/11	\$5.23	PURCHASE - SCHLOTZSKY'S 1 NASHVILLE TN DATE 04/11REF 242316811022000000	9465
4/13/11	\$14.17	POS DB SOU MICHAEL 9040 04/12 719 THOMPSON LN NASHVILLE TN	4556
4/13/11	\$77.00	WITHDRAWAL -1ST NATL BK OMAH CR CRD PMT 3D0C5F5113EFC	4556
4/14/11	\$21.83	POS DB PETSMA I 9040 04/13 719 THOMPSON LN NASHVILLE TN	4556
4/14/11	\$22.82	PURCHASE - LOGANS #489 NASHVILLE TN DATE 04/11REF 244450011022000899	4556
4/14/11	\$85.00	POS DB WALGREEN C 9040 04/13 WEST END & 31ST NASHVILLE TN	4556
4/14/11	\$199.19	POS DB WAL WAL-MA 9040 04/13 3717 WAL-SAMS NASHVILLE TN	4556
4/15/11	\$6.54	PURCHASE - SCHLOTZSKY'S 1 NASHVILLE TN DATE 04/13REF 242316811042000000	9465
4/18/11	\$5.59	POS DB USPS 47615 9040 04/18 USPS 4761580291 NASHVILLE TN	4556
4/18/11	\$38.00	WITHDRAWAL -COMPASSION INT'L DONATIONS 1301489	4556
4/18/11	\$49.34	POS DB KROGER 9040 04/15 5713 EDMONDSON P NASHVILLE TN	4556
4/19/11	\$4.84	PURCHASE - KROGER #537 NASHVILLE TN DATE 04/17REF 244457111073002846	9465
4/19/11	\$10.90	PURCHASE - LOWES #02725* NASHVILLE TN DATE 04/17REF 246921611070007404	9465
4/19/11	\$20.18	PURCHASE - LOWES #02725* NASHVILLE TN DATE 04/17REF 246921611070007404	9465
4/19/11	\$26.70	PURCHASE - CASA FIESTA ME ANTIOCH TN DATE 04/17REF 240133911070101093	9465
4/19/11	\$33.50	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/15REF 243160511065487170	4556
4/19/11	\$53.95	PURCHASE - KROGER #537 NASHVILLE TN	9465

4/20/11	\$50.53	DATE 04/17REF 244457111073002846 POS DB KROGER 9040 04/19 5713 EDMONDSON P NASHVILLE TN	4556
4/21/11	\$19.12	PURCHASE - EVERGREEN EXPR NASHVILLE TN	4556
4/21/11	\$22.82	DATE 04/19REF 242753911099000190 PURCHASE - LOGANS #489 NASHVILLE TN	4556
4/21/11	\$37.49	DATE 04/18REF 244450011092000937 PURCHASE - BOOKSFREE.COM 703-748-2390 VA	4556
4/21/11	\$186.78	DATE 04/18REF 242236911097024772 WITHDRAWAL -Comcast - Nashvi CABLE SVC 40521808	4556
4/22/11	\$7.64	PURCHASE - BAJA FRESH 101 NASHVILLE TN	4556
4/22/11	\$20.00	DATE 04/19REF 243230111105452420 PURCHASE - ASPCA-PS 800-628-0028 MD	4556
4/22/11	\$45.93	DATE 04/19REF 243889411106703391 POS DB PETSMA I 9040 04/21 719 THOMPSON LN NASHVILLE TN	4556
4/22/11	\$210.00	CHECKING 170 100409362	4556
4/25/11	\$4.36	POS DB PETSMA I 9040 04/24 719 THOMPSON LN NASHVILLE TN	4556
4/25/11	\$16.38	PURCHASE - BAR-B-CUTIE NASHVILLE TN	9465
4/25/11	\$61.90	DATE 04/21REF 242107311122068873 POS DB KROGER 9040 04/23 5713 EDMONDSON P NASHVILLE TN	4556
4/25/11	\$106.48	WITHDRAWAL -AT&T PAYMENT 545007448097TNK	4556
4/25/11	\$161.15	WITHDRAWAL -N E S NEAT 05542180263302	4556
4/26/11	\$13.09	PURCHASE - SCHLOTZSKY'S 1 NASHVILLE TN	9465
4/26/11	\$16.75	DATE 04/22REF 242316811132000000 PURCHASE - TACOS Y MARISC NASHVILLE TN	9465
4/26/11	\$21.31	DATE 04/23REF 244310511142007910 PURCHASE - KROGER #537 NASHVILLE TN	9465
4/26/11	\$22.58	DATE 04/24REF 244457111143002302 POS DB WALGREEN C 9040 04/26 WEST END & 31ST NASHVILLE TN	4556
4/27/11	\$13.96	PURCHASE - QDOBA #273 BRENTWOOD TN	4556
4/27/11	\$22.89	DATE 04/25REF 244356511162063990 POS DB PUBLIX SUP 9040 04/26 15544 OLD HICKOR NASHVILLE TN	4556
4/27/11	\$23.92	PURCHASE - RAFFERTY'S #72 NASHVILLE TN	9465
4/27/11	\$32.15	DATE 04/24REF 247619711152747210 POS DB KROGER 9040 04/26 5713 EDMONDSON P NASHVILLE TN	4556

4/27/11	\$95.32	WITHDRAWAL -BANCORPSOUTH ICPAYMENT 000161000417291	4556
4/27/11	\$425.00	WITHDRAWAL -SETTLEMENTONE ACH 041811 62745	4556
4/28/11	\$29.78	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/25REF 243160511165486310	4556
4/28/11	\$87.25	NOPIN PMTPULSE 9040 04/27 ORCC RALEIGH NC	
4/29/11	\$13.31	POS DB WHOLE FOOD 9040 04/28 4039 HILLSBORO R NASHVILLE TN	4556
5/2/11	\$5.95	PURCHASE - EVERGREEN EXPR NASHVILLE TN DATE 04/28REF 242753911189000199	4556
5/3/11	\$2.69	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/29REF 243160511205487430	9465
5/3/11	\$13.96	PURCHASE - QDOBA #273 BRENTWOOD TN DATE 05/01REF 244356511222063990	4556
5/3/11	\$15.48	PURCHASE - SONIC DRIVE IN FRANKLIN TN DATE 04/29REF 244273311197200439	9465
5/3/11	\$20.40	PURCHASE - CANTON CHINESE FRANKLIN TN DATE 04/30REF 240710511213301004	9465
5/3/11	\$54.53	POS DB PETSMA RT I 9040 05/02 719 THOMPSON LN NASHVILLE TN	4556
5/3/11	\$59.30	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/29REF 243160511205487440	9465
5/3/11	\$93.33	WITHDRAWAL -MTN LAUREL ASSC INS PREM 12170434 ,Fawn	9465
5/4/11	\$7.64	PURCHASE - BAJA FRESH 101 NASHVILLE TN DATE 04/29REF 243230111225452520	4556
5/4/11	\$77.30	POS DB KROGER 9040 05/03 2131 ABBOTT MART NASHVILLE TN	4556
5/5/11	\$210.00	CHECKING 170 100409362	4556
5/6/11	\$22.82	PURCHASE - LOGANS #489 NASHVILLE TN DATE 05/03REF 244450011243001921	4556
5/6/11	\$29.41	PURCHASE - SHELL OIL 5754 NASHVILLE TN DATE 05/03REF 243160511245487710	4556
5/6/11	\$57.88	WITHDRAWAL -METRO WATER UT BILL 005611510147562	4556
5/6/11	\$72.34	WITHDRAWAL -Benchmark Realty Agent Fee Fenton Jeff	4556
5/6/11	\$1,149.37	WITHDRAWAL -WF HOME MTG AUTO PAY 0373217686	4556

First Banking Reserve Summary

Previous Reserve In Use	\$0.00
Periodic Interest Rate	1.5 %
Payments on Reserve	\$0.00

Annual Percentage Rate	18.0 %
Reserve Transactions	\$0.00
Approved Reserve	\$1,000.00
Finance Charge	\$0.00
Available Reserve	\$1,000.00
New Reserve In Use	\$0.00
Average Daily Reserve In Use Subject To FINANCE CHARGE	\$0.00

Daily Balance Account Summary

Date	Balance	Reserve In Use
04/07/11	\$3,005.73	\$0.00
04/08/11	\$2,991.48	\$0.00
04/11/11	\$2,829.23	\$0.00
04/12/11	\$2,351.74	\$0.00
04/13/11	\$2,255.34	\$0.00
04/14/11	\$1,841.50	\$0.00
04/15/11	\$1,834.96	\$0.00
04/18/11	\$3,741.62	\$0.00
04/19/11	\$3,310.91	\$0.00
04/20/11	\$3,260.38	\$0.00
04/21/11	\$2,835.16	\$0.00
04/22/11	\$2,551.59	\$0.00
04/25/11	\$2,201.32	\$0.00
04/26/11	\$2,127.59	\$0.00
04/27/11	\$1,514.35	\$0.00
04/28/11	\$1,397.32	\$0.00
04/29/11	\$1,384.01	\$0.00
05/02/11	\$13,102.65	\$0.00
05/03/11	\$12,757.96	\$0.00
05/04/11	\$12,673.02	\$0.00
05/05/11	\$18,238.02	\$0.00
05/06/11	\$16,906.20	\$0.00

INQUIRY INFORMATION

ALL INQUIRIES FOR BALANCES, GENERAL INFORMATION, ACCOUNT ERRORS, ACCOUNT ACTIVITY, AUTOMATED TELLER MACHINE ACTIVITY AND FIRST CHECK TRANSACTIONS SHOULD BE DIRECTED TO (615)748-8380.

TO REPORT A LOST/STOLEN FIRST CHECK CARD: CALL (615)748-8380 IMMEDIATELY AND FOLLOW THE VOICE PROMPTS, STARTING WITH OPTION #1.

DIRECT INQUIRIES CONCERNING PREAUTHORIZED ELECTRONIC FUNDS TRANSFER TO (615)734-6000.

YOU MAY MAIL INQUIRIES CONCERNING AUTOMATED TELLER MACHINE ACTIVITY, FIRST CHECK TRANSACTIONS, AND PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS TO:

FIRST TENNESSEE BANK N.A. NASHVILLE
 P.O. BOX 28100
 NASHVILLE, TN 37202

INQUIRY INFORMATION

DIRECT INQUIRIES CONCERNING ERRORS FOR FIRST BANKING RESERVE TO:

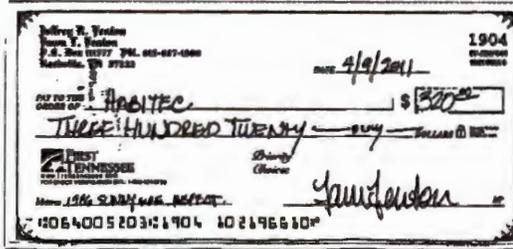
FIRST TENNESSEE BANK
 ATTENTION: FIRST BANKING SUPERVISOR
 P. O. BOX 28100
 NASHVILLE, TN. 37202

A MESSAGE FOR YOU

PROTECTING YOUR FINANCIAL INFORMATION IS VERY IMPORTANT TO US. OUR FRAUD DETECTION SYSTEM USES STATE-OF-THE-ART TECHNOLOGIES TO MONITOR SUSPICIOUS ACTIVITY AND PROTECT YOU 24 HOURS A DAY. IN ADDITION TO EVERYTHING WE DO TO PROTECT YOUR ACCOUNTS, YOU SHOULD ALSO CAREFULLY REVIEW YOUR CHECKING ACCOUNT STATEMENT EACH MONTH. REMEMBER, THE "LIABILITY FOR UNAUTHORIZED TRANSACTIONS" PROVISION IN YOUR DEBIT CARDHOLDER AGREEMENT EXPLAINS HOW TO LIMIT YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS RESULTING FROM FRAUDULENT USE OF YOUR DEBIT CARD. IF YOU'RE EVER CONCERNED THAT YOU MIGHT BE A VICTIM OF FRAUD OR IDENTITY THEFT, CALL US. WE'RE AVAILABLE 24 HOURS A DAY AT THE CUSTOMER SERVICE NUMBER SHOWN ABOVE.

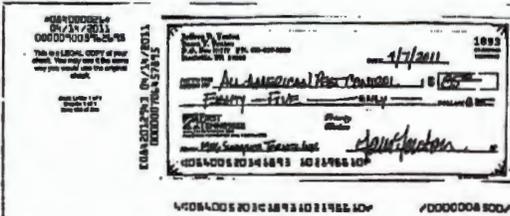
Check Images

Your image cannot be displayed at this time. Please allow 24 hours for your request to be processed, and log back in to see your statement.

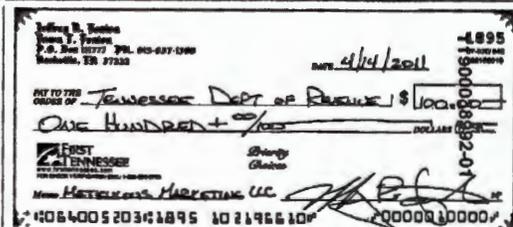


CK: 1904 REF: 92140424 DT: 4/12/11 AMT: \$320.00

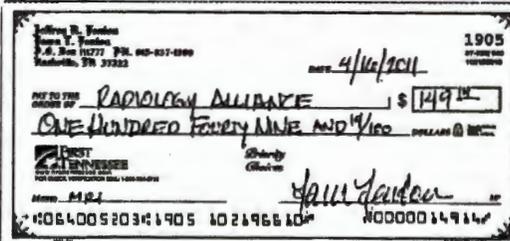
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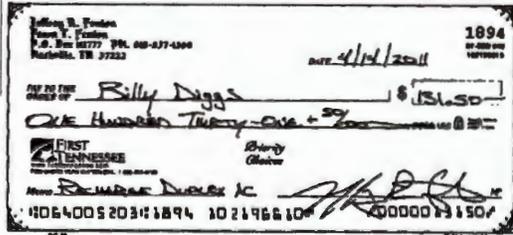
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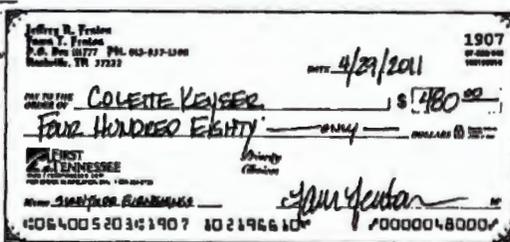
CK: 1895 REF: 29599248 DT: 4/18/11 AMT: \$100.00



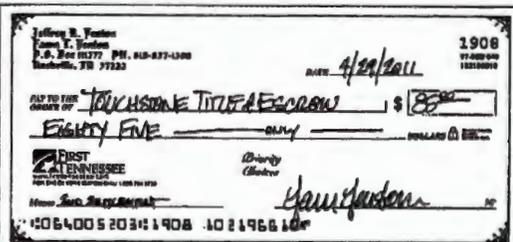
CK: 1905 REF: 93587543 DT: 4/19/11 AMT: \$149.14



CK: 1894 REF: 92856740 DT: 4/19/11 AMT: \$131.50



CK: 1907 REF: 92052170 DT: 5/2/11 AMT: \$480.00



CK: 1908 REF: 92321004 DT: 5/3/11 AMT: \$85.00

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

Tennessee Law Course
Property Law

I. Concurrent Ownership in Tennessee

Tennessee law recognizes three (3) forms of concurrent ownership: tenancy by the entirety; joint tenancy with right of survivorship; and tenancy in common. As discussed below, although common law joint tenancy has been abolished in Tennessee, a joint tenancy may still be created as a matter of contract.

A. Tenancy by Entirety

1. While the tenancy in common and joint tenancy with right of survivorship are available in most jurisdictions, tenancy by entirety is recognized in about half of the states. See Joseph William Singer, Property (Aspen Student Treatise Series, 5th Edition), page 360.

2. Ownership as Tenancy by Entirety is only available to married couples. Under Tennessee law, a married couple can own property (both real and personal property) as tenants by the entirety. See Bryant v. Bryant, 522 S.W.3d 392, 400 (Tenn. 2017) (citing Griffin v. Prince, 632 S.W.2d 532, 534-35 (Tenn. 1982); Tenn. Code Ann. §§ 36-3-505, 31-1-108).

3. A conveyance (in which the 5 unities exist – interest, title, time, possession, and person) to a married couple results in tenancy by the entireties, unless the instrument expressly states that the married couple take ownership by a different form. See Bryant v. Bryant, 522 S.W.3d 392, 400 (Tenn. 2017)

4. Characteristics of the Tenancy by Entirety

a) Tenancy by the entirety is based on the concept that those who are married are not separate persons; rather, they "are but one person." Tindell v. Tindell, 37 S.W. 1105, 1106 (Tenn. Ct. App. 1896) (quoting Den v. Hardenbergh, 10 N.J.L. 42, 45 (1828)); see Taul v. Campbell, 15 Tenn. (7 Yer.) 319, 333, 15 Tenn. 318 (1835) (noting that a husband and wife "take but one estate, as a corporation would take, being by the common law deemed but one person").

b) Co-tenants in a tenancy by the entirety do not hold their interest by moieties (by parts), they hold by the entirety: "Each is not seised of an undivided moiety, but both are . . . seised of the whole. They are seised, not per my et per tout [by the half and by the whole], but solely and simply per tout [by the whole]." Tindell, 37 S.W. at 1106 (quoting Den, 10 N.J.L. at 45).

c) Accordingly, "When property is held in a tenancy by the entirety, upon the death of one spouse, the survivor continues to own the whole in fee simple," Bryant at 400, and the laws of descent and distribution do not apply. Grahl v. Davis, 971 S.W.2d 373, 378 (Tenn. 1998) (citing Sloan v. Jones, 192 Tenn. 400, 241 S.W.2d 506, 509 (Tenn. 1951)).

d) Because spouses in a tenancy by the entirety are treated as one person, when the property is real estate, a spouse in such a tenancy cannot sever it



unilaterally by transferring a portion of the property without the assent of the other spouse – doing so would destroy the other spouse’s ownership interest in the whole. See Bryant 522 S.W.3d 392, 401 (citing *Tindell*, 37 S.W. at 1106). *But see* *In re Estate of Fletcher* 538 S.W.3d 444 (Tenn. 2017), which held that when funds are withdrawn from a bank account held by a married couple as tenants by the entirety, such funds cease to be entireties property.

e) This means that a deed of trust/mortgage signed by one spouse only does not create an encumbrance on the real property except as to the signer’s right of survivorship. A judgment lien does not become a lien on the real property (even when recorded as required under Tennessee law). Under Tennessee law, however, a creditor of one spouse may get a lien on the survivorship interest of such debtor -spouse. See *In re Walls*, 45 Bankr. 145 (Bankr. E.D. Tenn. 1984).

RECEIVED BY
Judge Chambers
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
vs.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 AUG 29 PM 2:34

FILED FOR ENTRY 8-29-19

No. 48419B

ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, RESETTING MOTION FOR VIOLATION OF ORDER OF PROTECTION, WAIVING MEDIATION AND SETTING FINAL HEARING, ORDER TO VACATE AND ORDER ALLOWING WIFE TO SIGN ALL NECESSARY CONTRACTS TO COMPLETE THE SALE OF THE MARITAL HOME AND CLOSING

This matter came on to be heard on the 29th day of August, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as

a whole that the following shall be the Order of this Court.

FYI... my opposing counsel (Virginia Story) WROTE this "Order". This does NOT match "the record as a whole". Please compare the 8/1 & 8/29 Transcripts!

It is therefore ORDERED, ADJUDGED and DECREED that the Husband was again

advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as **No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone!** an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se.

The Motion for Violation of the Order of Protection will be continued pending further Orders of **The "OP" meant NOTHING but LEVERAGE! ALL they wanted was MY HOUSE and ME OUT of it!** the Court as Husband had filed a very lengthy response on the morning of the hearing being **The alleged "Order of Protection" was just used (and still is) for EXTORTION, to BIND and SILENCE me!** August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final

Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and **I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date,** to Waive Mediation in this cause is appropriate and the same is granted. **the results of our Auction & "OP".**

AT NO TIME did I understand this to involve the END of our DIVORCE, as we hadn't even BEGUN DISCOVERY yet, which I spent over an hour on the phone with my last counsel to learn how to navigate myself. (Call is recorded as proof!) **PLUS** Attorney Story had granted my Counsel an **EXTENTION** (which I have evidence of) on filing the **"Divorce Answer and Counter Complaint"**, so that she could focus on her primary agenda, **which was TAKING MY HOUSE!**

SO much HORRIBLE FAITH, dishonesty, deceit, bullying, legal trickery, discrimination, bias, all GAMES with NO regard for JUSTICE, that ALL PLEADINGS must do SUBSTANTIAL JUSTICE, with NO RESPECT for ANY RULE OF LAW or my LIFE!

The Ex Parte Order of Protection shall remain in full force pending further hearing in this cause set for October 21, 2019 at 9:00 a.m. The form "Order Extending Ex Parte/Temporary Order of Protection" shall be executed and forwarded to the appropriate authorities.

X Husband signed the listing agreement for the martial home with the Auctioneer, **FORCED TO SIGN BY JUDGE BINKLEY, UNDER THE THREAT OF INCARCERATION, without even READING IT!**
X Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts
X Afterwards I NOTIFIED everyone, that I was FORCED to SIGN under DURESS. I Canceled the Listing: NULL & VOID! to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN
X YET Mr. Tommy Anderson said he was AUCTIONING MY HOME regardless! To do whatever I want! Unethical and illegal! 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The **JUST FIVE-DAYS NOTICE!**

X Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!) vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal

property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton

X filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with This is FALSIFYING COURT RECORDS, a FELONY in TN! I EMAILED Attorney Story the TRUTH the Night Before!
X the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for \$1,000
X To CORRECT her "misunderstanding", in hopes of avoiding MORE theatrical FRAUD UPON THE COURT, to DISRUPT!
X and that he had sold a commercial dehumidifier which was at the marital residence for \$2,500.
X SHE smiled at me, LIED ANYWAY, to enrage the Judge, then WROTE THE FRAUD directly into the COURT RECORDS!
X These amounts will be accounted for at the Final Hearing and any other property sold will also be
X The next day, I saw the Court Order, I called the Court to try to correct. Emailed Ms. Story, then she LIED to me AGAIN!
X addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall
X FRAUD UPON THE COURT BY OFFICER(S) OF THE COURT - Binkley signed the INCORRECT/FALSIFIED Order!
X tag all items that he would like the Court to consider to be awarded to him. Any items that he does
X PURELY to FURTHER ABUSE me, "under color of law". That's when I lost ALL Respect for Ms. Story and her CRIMES!
X not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife
X ACTUALLY, according to the 8/1 Court Order,
X has tagged the items that she would request to be awarded when she conducted the walk through
X This was supposed to be completed by 8/11/2019, but WASN'T until 8/23/2019. Costing me a loss of thousands of dollars!
X pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14,
X Because the Court had evicted my TENANTS, I had no money to MOVE, so the Court allowed me to SELL what was MINE.
X 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45
X But my Counsel strongly urged that I NOT SELL ANYTHING until AFTER the "10-Day Walk-through." Since it was done
X days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.
X So LATE, I had no TIME to SELL anything that was MINE, to fund my MOVE. When I returned, much had been STOLEN!
X "Court Orders" (and LAWS in general) were only WEAPONS they used against ME. Ms. Story showed NO CARE for either.

R.v3 (381-383)

All other matters are reserved pending further Orders of this Court.

ENTERED on this 29th day of August 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff/Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

CERTIFICATE OF SERVICE

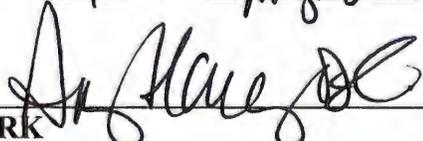
I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.



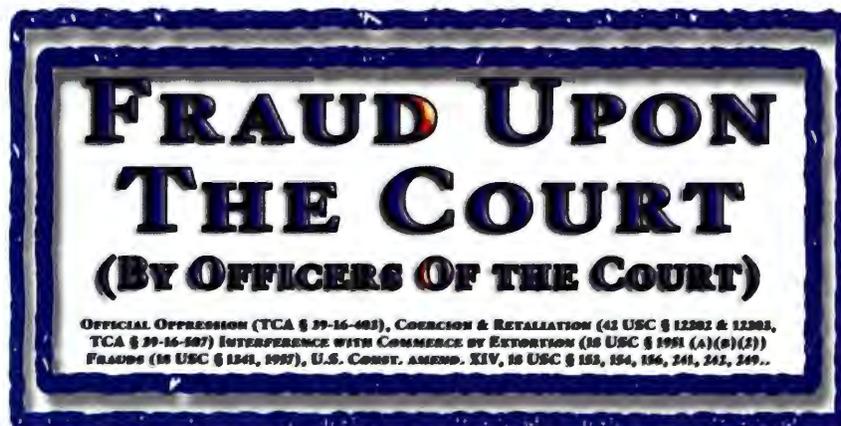
VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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CLERK

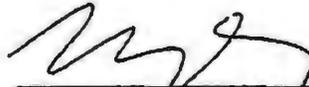


All other matters are reserved pending further Orders of this Court.

ENTERED on this 29th day of August, 2019.


MICHAEL W. BINKLEY, JUDGE

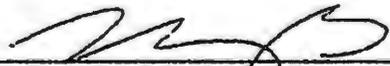
APPROVED FOR ENTRY:


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Attorney for Plaintiff/Wife
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virginia@tlnlaw.org

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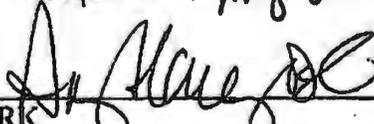
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VIRGINIA LEE STORY

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CLERK

BK: 7790 PG: 956-968
19045383

3 PGS:AL-ORDER	
625804	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTERED CLERK



**LOCAL RULES OF PRACTICE
 TWENTY-FIRST JUDICIAL DISTRICT
 HICKMAN, LEWIS, PERRY AND WILLIAMSON COUNTIES**

**RULES OF THE CIRCUIT AND CHANCERY COURTS
 FOR THE TWENTY-FIRST JUDICIAL DISTRICT**

**Adopted Effective September 1, 2004
 As Amended Through September 1, 2017
 And Further Amended March 1, 2019**

INTRODUCTION

JUDGES. The 21st Judicial District embraces Hickman, Lewis, Perry, and Williamson Counties. All Judges of the 21st Judicial District have full civil and criminal jurisdiction therein and are assigned areas of responsibility by the Presiding Judge.

CLERKS. Each county within the District has a Circuit Court Clerk and a Clerk and Master with powers and duties prescribed by statute for such offices generally. The Clerk and Master is also clerk of the Probate Division of the Chancery Court.

PRO SE Parties are NOT Allowed to Participate in this "Proposed Order" / "Agreed Order" / "Alternate Proposed Order" Process, in the 21st Judicial District in Tennessee (though allowed in other Tennessee Judicial Districts). Which means that your highly skilled opposing counsel, who already has a tremendous advantage over most Pro Se litigants, literally gets to WRITE THE COURT ORDERS AGAINST YOU! (With little IF any Accountability or Supervision!) This is DISCRIMINATION against PRO SE and financially disadvantaged people as a matter of COURT POLICY! By the Court's own "LOCAL RULES OF PRACTICE"! This is completely inappropriate, fosters misconduct, and must be changed for the Court to ever claim to honestly be impartial!

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

Unless the court directs otherwise, attorneys for prevailing parties will prepare proposed orders for entry by the court and shall file such proposed orders not more than seven (7) days following the day on which the ruling is made by the court. If the proposed order submitted reflects that it has been approved for entry by counsel for all parties, then the court will take action promptly to enter such proposed order, or, at the court's discretion, enter the court's own order with respect to the ruling. If the proposed order does not reflect that it has been approved for entry by counsel for all parties, then the court will take no action to enter such proposed order for seven (7) days after receipt of the proposed order to afford counsel for the opposing party to submit an alternative proposed order. If the opposing party submits an alternative proposed order, the court shall undertake promptly to enter either the original proposed order, the alternative proposed order, or the court's own order with respect to the ruling. All of the time periods in this section may, for good cause, be extended by the court.

A party's approval for entry of a proposed order, which does not by its express terms state that it is an agreed order, shall not be construed as anything other than the party's agreement that the proposed order accurately reflects the court's ruling on the particular matter and shall not be construed to imply that party's agreement with or consent to the ruling set out in the proposed order.

[Adopted Effective September 1, 2004; Amended Effective September 1, 2010; Further Amended December 1, 2014].



www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
TN Lic. #254363

Office: (615) 297-7711
Cell: (615) 969-5819
Fax: (615) 297-7184
Email: tom@tommyanderson.us

EXCLUSIVE AUCTION LISTING

The condition: "For so long as Mortgages are covered." was NOT on this CONTRACT when I signed it. (You can SEE that it is NOT on my Ex-wife's Contract.) It was ILLEGALLY added to the contract AFTER I SIGNED IT.

421 East Iris Drive, Suite 300
Nashville, TN 37204
Firm Lic.# 255602
TN FL #6200

I, we, Owners/Sellers, hereby authorize and give HND AUCTIONS LLC the exclusive right to sell the

REAL property known as HOME AND LOT : 1986 SUNNYSIDE DR. BRENTWOOD, TN. 37027 SUNNYSIDE ESTATES, SECTION 3 WILLIAMSON COUNTY, TN.

There was no DIVORCE DECREE yet. We hadn't even begun DISCOVERY. The Court NEVER heard my side of ANYTHING, or talked about our Divorce!

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

THIS PROPERTY IS TO BE SOLD AT ABSOLUTE AUCTION WITH NO BID TO BE REJECTED. Seller agrees not to inflate the bid or initiate or allow initiation of any situation damaging or impeding the normal progression of bidding before or during the auction.

I, we, authorize HND AUCTIONS LLC to accept deposit on purchase price and to execute a binding contract of sale for owner(s) seller(s). It is further agreed that when property is sold, seller will furnish acceptable title insurance, deed and closing statement on all Real Estate.

COURT AUCTION WITHOUT RESERVE *For so long as mortgages are covered.*

The property to be sold on the following terms:

ALL CASH TO SELLER TO BE APPROVED BY COURT. BANK FINANCING TO PUBLIC IF ARRANGED WITH F&M BANK BILLY WINFREE, 10% DOWN AT AUCTION, CLOSE WITHIN 30 DAYS OF SALE

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate

NA plus \$3500 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of

monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company. Seller further agrees to pay the full amount of sale expense as set out above. The sale expense is still due, after advertising schedule is started, if the sale is canceled for any reason or fails to close. If seller fails to pay sale expense for 30 days from billing, seller agrees for Auction Company to place a recorded lien on the property which will show on the title until paid. The lien will bear bank rate of interest at time of recording.

HND AUCTIONS LLC will be held harmless, by the seller, for actions of companies or persons it must deal with in its normal manner of advertising, preparation and conducting the sale.

This is an exclusive right to sell. In case of sale by owner, agent, or any other party before auction advertising has begun, said Company will receive full cash commission on the whole purchase price of said property. After auction advertising has begun, the property will sell by auction method only.

Seller will be responsible for furnishing HND AUCTIONS LLC with accurate information pertaining to the sale of real property prior to advertising in order that a true and accurate presentation shall be made to the public at time of sale.

On real property auctions, Seller agrees to pay, in addition to the other sale expense, tent, set up, and survey costs if HND AUCTIONS LLC determine they are necessary for a successful sale.

Seller will furnish prior to advertising, all information which could effect the transfer of sale of this property such as information regarding all mortgages, easements, restrictions, leases, rents, separate agreements or other encumbrances.

If at any time, the Auction Co., through its brokers or legal counsel, determines that an auction sale of the above listed property is not in the best interest of any party to this agreement, this listing can be voided by the Auction Co. with no recourse from the owner/seller.

COMMENTS: A 6% BUYERS PREMIUM PAID, ADDED TO FINAL BID TO ARRIVE AT CONTRACT PRICE - DIVIDED EQUALLY 3%-3% WITH McARTHUR-SANDERS REALTY, PAT MARLIN, REALTOR/AUCTIONEER

Seller understands that there are no guarantees or warranties by HND AUCTIONS LLC to this agreement, either expressed or implied, other than those set out herein. Seller has read and received a copy of this agreement.

(S) Seller's initial

DATE: _____

SELLER(S) NAME(S) PRINT : FAWN T. FENTON / JEFFRY R. FENTON

Atty Virginia Story

Atty: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION (S)

SELLERS AUTHORIZATION (S)

MAILING ADDRESS

MAILING ADDRESS

I WAS COERCED INTO SIGNING THIS CONTRACT IN COURT ON 8/29/2019, UNDER PROTEST, AT THE THREAT OF INCARCERATION! Without even having READ the CONTRACT! (Which I don't believe is LEGAL anywhere in the Country!) I emailed the Court, Ms. Beeler, Ms. Story, both Auctioneers, etc... afterwards and told them that I had been forced to sign this contract under extreme duress, without even reading it! Hence my signature was/is NULL AND VOID! Further emphasizing that this "Listing Agreement" is canceled, withdrawn, terminated, immediately!

I explained that I know "LISTING AGREEMENTS" are NOT binding upon a PROPERTY OWNER (except possibly for the broker's fees or losses to date), until there is a fully executed "PURCHASE AND SALE AGREEMENT", which has been acknowledged as received by all parties. Tommy Anderson told me to contact or do whatever I want. That the Auction would take place as planned, regardless. (Nobody cared that it was basically FORGED - they used it anyways!)

My Ex-wife was authorized to sign the CLOSING DOCUMENTS, but NOT the LISTING AGREEMENT! While TN Law says that the COURT CLERK should sign it rather than COERCING an unwilling party. I believe that triggers a "Redemption Period", they were coercing me to avoid. After reading the fraudulent Court Order written by Attorney Virginia Lee Story, she "colored" it as if I had VOLUNTARILY chosen to DISCARD my HOME and RELOCATE to MICHIGAN! FALSE!



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SUNNYSIDE ESTATES, SECTION 3
WILLIAMSON COUNTY, TN.

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

THIS PROPERTY IS TO BE SOLD AT ABSOLUTE AUCTION WITH NO BID TO BE REJECTED. Seller agrees not to inflate the bid or initiate or allow initiation of any situation damaging or impeding the normal progression of bidding before or during the auction.

I, we, authorize HND AUCTIONS LLC to accept deposit on purchase price and to execute a binding contract of sale for owner(s) seller(s). It is further agreed that when property is sold, seller will furnish acceptable title insurance, deed and closing statement on all Real Estate.

COURT AUCTION WITHOUT RESERVE

The property to be sold on the following terms: ALL CASH TO SELLER TO BE APPROVED BY COURT. BANK FINANCING TO PUBLIC IF ARRANGED WITH F&M BANK BILLY WINFREE, 10% DOWN AT AUCTION, CLOSE WITHIN 30 DAYS OF SALE

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate NA plus \$3500.00 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company. Seller further agrees to pay the full amount of sale expense as set out above. The sale expense is still due, after advertising schedule is started, if the sale is canceled for any reason or fails to close. If seller fails to pay sale expense for 30 days from billing, seller agrees for Auction Company to place a recorded lien on the property which will show on the title until paid. The lien will bear bank rate of interest at time of recording.

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COMMENTS: A 6% BUYERS PREMIUM PAID, ADDED TO FINAL BID TO ARRIVE AT CONTRACT PRICE - DIVIDED EQUALLY 3%-3% WITH McARTHUR-SANDERS REALTY, PAT MARLIN, REALTOR /AUCTIONEER

Seller understands that there are no guarantees or warranties by HND AUCTIONS LLC to this agreement, either expressed or implied, other than those set out herein. Seller has read and received a copy of this agreement.

[Signature] Seller's initial

DATE: _____

SELLER(S) NAME(S) PRINT : FAWN T. FENTON / JEFFRY R. FENTON

Atty Virginia Story Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION [Signature] SELLERS AUTHORIZATION [Signature]

MAILING ADDRESS _____ MAILING ADDRESS _____

CITY, ST, ZIP BRENTWOOD TN 37027 CITY, ST, ZIP _____

PHONE: (615) [Redacted] PHONE: _____

SELLERS AUTHORIZATION _____ SELLERS AUTHORIZATION _____

MAILING ADDRESS _____ MAILING ADDRESS _____

CITY, ST, ZIP _____ CITY, ST, ZIP _____

PHONE: _____ PHONE: _____

Jeff Fenton

From: Jeff Fenton
Sent: Monday, September 23, 2019 3:11 AM
To: elaine.beeler@tncourts.gov; lisa.marsh@tncourts.gov
Cc: Virginia Story; Heidi Macy; Kathryn Yarbrough
Subject: FW: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Importance: High

Ms. Beeler,

Please forward this email to Chancellor Binkley. If he doesn't have email, then please print this out and deliver it to him. I'm not sure how your communications work at the court house, but I read somewhere in the code about directly communicating with Judges, even in an ex parte capacity when needed.

However, since Ms. Story is copied on this email, this should not be considered an ex parte communication.

I'd simply prefer that Chancellor Binkley have an opportunity to read my words as written by me, before Ms. Story has a chance to twist them into an even more horribly offensive lie again.

Thank you very much mam!

Jeff Fenton

Docket: #48419B

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Saturday, September 21, 2019 6:10 AM
To: Jeff Fenton
Cc: Pat Marlin <pmarlin@mcarthursanders.com>; lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov; Virginia Story <virginia@tnlaw.org>
Subject: Re: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Jeff,
The Absolute Auction is next Saturday September 28th at 10am. Feel free to contact anyone you wish. Our name & reputation in Nashville and all of Williamson County is stellar.

Sincerely,
Tommy Anderson, Broker

From: Jeff Fenton

Sent: Saturday, September 21, 2019 3:33 AM

To: Tommy Anderson <tom@tommyanderson.us>; pmarlin@mcarthursanders.com

Cc: lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov

Subject: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURESSES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Importance: High

Mr. Anderson and Mr. Marlin,

So what price range do you realistically estimate that our house would sell through at? And what range would that make our net sales price?

I'm sure that Bancorp South is interested in the idea, because they will most likely get wiped-out in a foreclosure, being in second place. BUT my main concern is how much money **exwife** and I can expect (if any) to put into OUR pockets, after it is all done and said?

So yes, I understand how this will benefit BCS, and how it will benefit **exwife** by not being sued later by BCS, **but no one has yet given me a clue how this auction, rendering me homeless, and throwing away a few HUNDRED GRAND of MY net worth,** toward my quality of life now, as well as my retirement, along with nearly a decade of hard work, and my entire ROTH IRA retirement savings accounts, which were liquidated for the down payment on Sunnyside, will in ANY way benefit ME?

Without me having at least some realistic projections (that I believe are plausible), which are somewhat satisfactory to me, at least meeting the bottom-end of my basic needs, I will NEVER sign a sales contract. At the same time, let me NOTIFY you herein, that your LISTING AGREEMENT which I signed in court under extreme duress, was coerced illegally, without me EVER HAVING EVEN READ THE DOCUMENT, STILL TO THIS DAY, nor with the court allowing me the opportunity and time to do so, then and there upon demand. (I NEVER read it, because I NEVER planned to sign it, and I didn't believe that ANYONE had the authority to DEMAND that I SIGN MY NAME to something which I DO NOT AGREE WITH or CONSCENT TO! Which is the entire purpose behind SIGNING any DOCUMENT!) IF the court has the authority and the desire to FORCE the sale of MY HOME, regardless of my wishes, then let the JUDGE sign the Listing Agreement HIMSELF, or to order that MY HOME be sold without my signature, leaving me out of the transaction all together! No disrespect intended to the court or the Judge, but I never expected for a Judge to coerce and yell at me to commit an illegal act, in a court room, under the threat of incarceration, ENTIRELY based upon the OUTRAGEOUS LIES of Ms. Story, which for some reason Chancellor Binkley chose to believe without question. Ms. Story could have just as well been sitting at the bench, while cracking a whip at me!

Consequentially, your LISTING AGREEMENT with my coerced signature under extreme duress, without even having been allowed time to read your document, you are HEREIN NOTIFIED is now and forever declared NULL/VOID/CANCELLED and NEVER legally existed in the FIRST PLACE! Should you choose to move forward with this listing and auction anyways without my express permission AFTER the date of this email, coming directly from me, (by NEGOTIATION NOT FORCE), then I will be forced to pursue every legal remedy available to me, against your company, both collectively and individually, including complaints to the Real Estate Commission, and other agencies focused on professional accountability and consumer protections, along with the traditional court systems.

Anyhow, I expressly REVOKE my signature on that listing agreement, and declare it canceled, never legally executed, null and void, as I am now clearly notifying you.

While despite what lies which Ms. Story will probably tell you, the court order DOES NOT give **exwife** the AUTHORITY to sign the LISTING AGREEMENT for me (hence the Judge yelling at me and threatening me to sign it). The court ONLY gave **exwife** permission to sign any subsequent documents for closing, without me. (Because "logistically it could be difficult with me in Michigan" she declared in court, while that is done in title companies EVERY DAY, across the Country! (She just wanted CONTROL over the process after I signed the listing agreement, not expecting for me to stand-up for my rights, and challenge both HER and the Judge's actions during that portion of our hearing.)

Hence as explained, my signature was coerced illegally (EVEN IF BY A TRIAL COURT JUDGE), and will NOT stand-up to both documented and recorded scrutiny, in the eyes of the Tennessee Real Estate Commission, nor in the eyes of any Appellate Court, whether on a State or Federal level, which is where this is going next, should it be sold despite my expressed demands that it NOT BE!

I wish you both the BEST in your professional futures!

Sincerely,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Friday, September 20, 2019 11:18:24 PM
To: Jeff Fenton
Subject: Re: 11x17 (Ledger) & MARGIN.pdf

It all works well Jeff. My family has been having successful Real Estate Auctions for over 65 years. My dad is Clive Anderson, retired Auction license #1 in the State. Yes it will be on MLS and it is listed nationwide on Proxibid. I have filing cabinets full of closing statements for satisfied customers. We obtain near 90% of Zillow value and that of reasonable list price. I have talked to Bancorp South attorney already. It will sell well.

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer
HNDAUCTIONS.COM

ABSOLUTE AUCTION

SATURDAY, SEPTEMBER 28 at 10:00 AM CST
1986 Sunny Side Drive, Brentwood, TN 37027



Fine brick home at Sunny Side Estates in Brentwood.
4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

For more information, visit:
www.hndauctions.com

To place bids online, visit:
www.proxibid.com/HNDrealty



HND Auctions, LLC
FL #6200

**"Whether buying or selling, our
dedication and expertise in real
estate auctions works for you."**

ABSOLUTE AUCTION

LOCATION & DIRECTIONS



1986 Sunny Side Drive, Brentwood, TN 37027

From Nashville, take Hillsboro Road/US 431 South.
Then, turn left on Sunny Side Drive.
Home is on the right.

AUCTION TEAM



TOMMY ANDERSON
BROKER & AUCTIONEER
HND Auctions, LLC

Office: (615) 297-7711
Cell: (615) 969-5819
tom@tommyanderson.us



PAT MARLIN
BROKER & AUCTIONEER
McArthur Sanders Real Estate

Office: (615) 370-4663
pmarlin@mcarthursanders.com

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ABSOLUTE AUCTION

4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

Some personal property included immediately following auction.



DETAILS & DIMENSIONS

- Formal Living Room: 13 x 15
- Eat-In Kitchen: 12 x 15
- Formal Dining Room: 12 x 13
- Bonus Room Over Garage with Washer & Dryer Hookup: 23 x 25
- Den with Fireplace: 13 x 19
- Bedroom 1 with Full Bath: 13 X 15
- Bedroom 2: 11 x 12
- Bedroom 3: 13 x 13
- Bedroom 4: 11 x 12



HND Auctions, LLC
FL #6200

SATURDAY, SEPTEMBER 28 at 10:00 AM CST

1986 Sunny Side Drive, Brentwood, TN 37027



TERMS & CONDITIONS

Cash. Ten percent (10%) down at auction as earnest money. Please make all financial arrangements prior to auction and bring checkbook. Closing within thirty (30) days with Banker's Title & Escrow Attorney, Sam Anderson, (615) 661-7711. Deed and insured title furnished. For possible financing, contact F & M Bank, Billy Winfree, (615) 942-5877 to pre-qualify or use your own bank. Six percent (6%) buyer's premium added to final bid to arrive at contract price.

Announcements on day of sale take precedence over ALL other advertising.

For more information, visit:
www.hndauctions.com

To place bids online, visit:
www.proxibid.com/HNDrealty

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
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)
)
)

No. 48419B

2019 OCT 10 AM 9:56
FILED FOR ENTRY 10-10-19

COPY

ORDER

This matter came on to be heard on the 10th day of October, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion to Sell Remaining Contents of Marital Residence. It appearing to the Court based upon statements of counsel and the record as a whole that the following shall be the Order of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that Husband came to the home during the week of October 7, 2019 with a U-Haul truck and removed the items that he **COULD** ~~wanted~~. ~~The remaining items were Wife's and/or items to donate.~~ All property has now been removed so that the closing may take place on October 15, 2019. The auction brought sufficient funds to pay the costs of the sale and both first and second mortgages however there will not be anything proceeds remaining to disburse between the parties.

It is further ORDERED, ADJUDGED and DECREED that Wife is hereby granted authority to sign the deed conveying the property located at 1986 Sunnyside Drive, Brentwood, TN 37027, and another other necessary documents, to effectuate the payoff of the mortgages and for closing without Husband's signature.

All other matters are reserved pending further Orders of this Court.

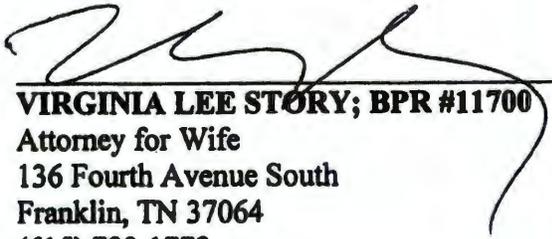
ENTERED on this 10 day of OCT, 2019.

ALL actions taken against me (in EVERY "Hearing"), were primarily "FRAUD UPON THE COURT(s) by OFFICERS OF THE COURT(s)". Through a complex "Conspiracy Against my Rights and my Property, Under Color of Law, Office, and Official Right", spanning BOTH State and Federal Courts in tandem. Strategically planned in advance and executed illegally in horrible-faith, to intentionally CIRCUMVENT my Federal Rights under the Federal Rules of Bankruptcy Procedure (ex-wife fraudulently filed in secret - with the help of multiple corrupt Attorneys & Judge(s)). The Court & Counsel committed roughly a dozen Title 18 Crimes Against me, about 50-100 Violations of Tennessee's Rules of Judicial & Professional Conduct, plus approximately a dozen Tennessee State Crimes (primarily felonies), viscerously destroying me beyond benefit to ANY party! Repeatedly denying me ANY "ADA Accommodations", as they targeted, attacked, and overwhelmed my known disabilities!

NOT ONE legal, lawful, honest, honorable, equal, equitable, fair, impartial, good-faith, or humane action took place between EITHER the Williamson County Chancery Court in Docket #48419B, OR the United States Bankruptcy Court for the Middle District of Tennessee in Case 3:19-bk-02693. NOT ONE!


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


VIRGINIA LEE STORY; BPR #11700
Attorney for Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

Unknown to me, and undisclosed by any party, my abusive, vexatious, unethical, opposing counsel, Attorney Virginia Lee Story (I believe the "mastermind" of this entire scam), is a close "FAMILY FRIEND" and vacationing/partying buddy of Presiding Judge Michael W. Binkley. Repeatedly exposed by the Tennessean Newspaper and admitted, while claiming their friendship does not jeopardize impartiality.

This **NEGLIGENTLY DENIES** the **LAWS** of **HUMANITY**, where the **KNOWN** and **TRUSTED PARTY** will always have an advantage over the **UNKNOWN PARTY!**

SEE: <https://www.facebook.com/judgebinkley> to discover the tip of the iceberg!

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.


CLERK

There went **\$250,000** of **OUR EQUITY**, our life's savings, our premarital retirement funds, and the proceeds of a **DECADE** of **MY HARD** and painstaking **LABOR!** As of the **DAY** the **ILLEGALLY FORCED AUCTION** took place! While the property has appreciated roughly **\$100k per YEAR** since! It was worth **\$800k in 2022**, while we only **owed \$300k** on the mortgages! Yet the Court and Counsel left us without a **PENNY** toward our relocation, survival, or retirement! **ABSOLUTELY NOTHING!**

PARTIES LIKELY INVOLVED IN CRIMES & MISCONDUCT IN THIS CASE: 2-Judges, 7-Attorneys, 2-Paralegals, and 2-Brokers (to START).

ENDING with the Involvement, Discrimination, Collusion, Conspiracy, and/or the Refusal to Assist by a Total of **5-Judges, 11-Attorneys, 2-Paralegals, and 2-Brokers**. While you can add a **USTP Trial Attorney** to that also now, who threatened that my ex-wife will be in danger, if I expose all these **POWERFUL CRIMINALS**, who are committing crimes against humanity!

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Wednesday, October 7, 2020 1:59 PM
To: Tommy Anderson; pmarlin@mcarthursanders.com
Cc: sam@banktitle.com; kim murray
Subject: 1986 Sunnyside Drive, Brentwood, Tennessee, 37027 (SOLD BY AUCTION)

Importance: High

Hello Mr. Anderson and Mr. Marlin,

Will you please send me a copy of the fully executed HUD-1 Settlement statement, for the auction/sale of my home at 1986 Sunnyside Drive, Brentwood, TN 37027? Along with a copy of the fully executed Listing Agreement? (Chancery Court says that they have neither of these on file, so I need to obtain them from one of you.)

I need those documents for my records. I also believe that I saw a charge which was \$1500 higher than I expected on a preliminary HUD, but it wasn't executed yet, and I know how often last minute corrections get made to the HUD, so without the fully executed final document, I need verification.

Additionally, can you please provide me with information about what happened to the items listed blow, which mysteriously disappeared between the time when I turned over possession of my home to you and when I returned to pickup my stuff. I had about \$10,000 worth of MY personal property disappear. Some of it I had specified was OK to SELL, but I never received any information or itemization about any of it selling, nor a penny of the proceeds from any sale. According to Chancellor Binkley's Court Order, all of the proceeds from both the HOME and any Personal Property Sold were supposed to be deposited with the Williamson County Chancery Court Clerk and Master's Office, though they told me that they don't have any records of ever receiving ANY monies related to the sale of our Home or any part of our estate.

Some of it I had specifically notified you NOT to sell, and one piece of furniture was even TAGGED with one of my stickers saying "HUSBAND KEEPS" with a catalog number on it. Since per the Court Order on 8/29/2019 by Chancellor Binkley, nothing would be sold that I wanted to keep, stating furthermore that any monies received for anything sold would be deposited with the Williamson County Chancery Clerk and Master's Office, to be held by the Court until our divorce was finalized. That raises some significant concerns about theft and the potential for unethical actions by one of the parties entrusted with access to our home, from the time when I was forced to leave by Court Order until I was allowed to return to pickup what was left of my personal property. The parties whom were responsible for the property and the contents thereof, during this period were yourselves and Ms. Story. Ms Fenton may have also had access, but should not have removed anything beyond what she

had listed and provided me notice of through Ms. Story, in addition to the pool table and ping-pong table.

One item which went missing was my \$5k Fort Knox Gun Vault, which was bolted through the floor, and someone took slate pieces from inside our garage to wedge beneath the wood steps on our deck to remove. Having had this safe moved twice in the past, I know that only a properly equipped professional could have moved such an item. Not seeing any signs of forced entry, surely you know what became of my Fort Knox Gun Vault. If not, that certainly brings the integrity of your company(s) into question, while adding criminal theft charges to the list of crimes which took place during the forced sale of my home.

The following items, which I owned, went missing from my home during the "auctioning" period:

- Brand New Treadmill (\$1,200 unit used less than a dozen times)
- Heavy-Duty Reclining Weight Bench & Leg Press, with Safety Catches, Two Full-Size 45lb Olympic Bars, Olympic Curl Bar, and Set of Olympic Dumbbells. Along with approximately 300lbs of Olympic Weights and Weight Rack
- TAN SOFA in the front Living Room
- Large matching TAN Chair (or Love Seat) in the front Living Room
- End Table with TILE top and Wood Frame
- Four-Leaf Solid Wood Bedroom Privacy Screen – TAGGED as "HUSBAND KEEPS" Cataloged as "Item #007". (Which I had purchased within the prior 2-3 months, and certainly could NEVER have been claimed as "marital property".)
- Fort Knox Guardian Gun Vault: Regarding the Gun Vault, this is a high-end gun vault, not something you can find at Bass Pro Shops or Academy Sports. It has twice as much steel in it, hence it weighs twice as much (and costs twice as much). The brand is Fort Knox (Guardian Series) <https://www.ftknox.com/vaults/guardian-vault/>. They are only available by special order, through a safe company. I recommend "The Safe House", if you need to move it. The vault has every upgrade available, at the time of purchase. It retails for around \$5k, weighs 1,200 lbs, and is bolted to the floor. (SURELY no one "walked-off" with this without being noticed!)
- I have the serial numbers for the Gun Vault along with extensive photographic evidence of each item, should that be required.

I want to give you an opportunity to answer for what happened to these items, before I start making accusations publicly or legally. I will need a response within the week though, due to my current deadlines set by the Tennessee Court of Appeals. If you have any knowledge about what became of any of these, if Ms. Fenton or Ms. Story took or sold them, if you took or sold them, if you have any knowledge about what any of them were sold for or to whom, as well as what became of those funds, I would greatly appreciate you providing me with that information.

Please send me this information as soon as you can, I've been asking you for nearly a year now (for the fully executed HUD-1) without a response from you. I can think of no other reasons than professional negligence, theft, collusion, or some other sort of foul-play to deny me this informaton about what happened with MY OWN PROPERTY, while in your care.

As this case is currently being looked at by the Tennessee Court of Appeals, including the potential charges of collusion, bias, discrimination, abuse of process, error, perjury by Ms. Story, violation of the Americans with Disabilities Act by both the Court and Ms. Story,, along with the Tennessee counterpart for that act. Further violating my 14th Amendment Constitutional Rights to EQUAL and DUE Process by a fair and unbiased tribunal, along with a slew of Federal charges, despite what either of those parties have told you, you all have a legal and ethical obligation to me, as licensed professional brokers, auctioneers, attorney(s), and paralegal, hired to sell MY HOME, to provide me with the information requested.

Furthermore, your loyalties to Ms. Story in this matter over myself, while selling MY HOME from which you were both paid very well for very little work, brings up serious concerns about your complicity in the illegal charges against her. Including any potential collusion charges, in addition to having stalked and harrassed me (and my mother) at the bequest of Ms. Story, playing the role of an "enforcer" when you had no legal right. Williamson County Sherriff's Office is fully capable of enforcing any LEGAL actions necessary.

Despite whatever Ms. Story or Judge Binkley have told you in an effort to deny me any information which I am legally entitled to, or your loaylties to them for future work, the exposure of this case is about to go public with official charges filed with both the TBI and the FBI, seeking Federal inditements to hold those parties accountable for refusing to live UNDER the same laws which they have been entrusted to defend, serve under, and administer.

I know, I'm just a little tiny fish in the pond, which nobody cares about. However, as a result of having lost everything in my life within just TWO 30-minute trials, which I have full legal documentation, audio recordings, and transcripts of, along with the subsequent Court Orders, it is extremely SIMPLE to prove the laws which were broken here. It is not a matter of "my word" against "Ms. Story's word" or even against "Judge Binkley's word". My entire canse can be proven with just a FEW documents, which are all in THEIR OWN WORDS. By comparing their own Court Orders and legally recorded Court testimony, between the two hearings. They not only don't match-up, but they reveal significant error, bias, discrimination, perjury by Ms. Story, and the list goes on... including the Federally Unconstitutional violations of my Rights as well as the ADA laws, which will get this case out of the Middle Tennessee Court System (nationally renowned for corruption) and into Federal District Court if need be to find Justice! While not only proving the failure to show care or consideration for the ADA laws, but for intentionally exploiting, targeting, harming, and abusing me in the exact areas of my disabilities.

Should you continue to deny me this information, then I will be forced to expose and include you both, along with Bank Title (whom I've twice requested the documents myself without response), in any charges made, whether to state or federal government agencies, and/or the media, who have already published pieces in the past about the UNETHICAL compromise to the PUBLIC which the "Binkley/Story Effect" has.



THE UNITED STATES DEPARTMENT OF JUSTICE

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UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

The United States Trustee Program is a component of the U.S. Department of Justice that supervises the administration of bankruptcy cases. The United States Trustee for Region 8 serves the federal judicial districts established for the Districts of Tennessee and Kentucky. The regional office is located in Memphis, TN. The links on this site contain information about the regional office of the United States Trustee and the field offices within Region 8.



FIND LOCAL RESOURCES

IMPORTANT NOTICES

USTP FORMS FOR THE FILING OF PERIODIC OPERATING REPORTS IN NON-SMALL BUSINESS CHAPTER 11 CASES NOW EFFECTIVE

Wednesday, July 21, 2021

On June 21, 2021, the United States Trustee Program's rule titled Procedures for Completing Uniform Periodic Reports in Non-Small Business Cases Filed Under Chapter 11 of Title 11, (28 C.F.R. § 58.8) became effective. The Final Rule governs the filing of pre-confirmation monthly operating reports (MORs) and quarterly post-confirmation reports (PCRs) by all debtors except those who are small business debtors or who, in accordance with the CARES Act, elect relief under subchapter V of chapter 11. To obtain the required MOR and PCR forms, instructions for completing and filing MOR and PCR forms, and other important information, please visit the United States Trustee Program's Chapter 11 Operating Reports resource page at www.justice.gov/ust/chapter-11-operating-reports.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC OR VIDEO SECTION 341 MEETING

Friday, August 28, 2020

The U.S. Trustee Program has extended the requirement that section 341 meetings be conducted by telephone or video appearance to all cases filed during the period of the President's "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued March 13, 2020, and ending on the date that is 60 days after such declaration terminates. However, the U.S. Trustee may approve a request by a trustee in a particular case to continue the section 341 meeting to an in-person meeting in a manner that complies with local public health guidance, if the U.S. Trustee determines that an in-person examination of the debtor is required to ensure the completeness of the meeting or the protection of estate property. This policy may be revised at the discretion of the Director of the United States Trustee Program.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC SECTION 341 MEETINGS TO CASES FILED THROUGH MAY 10, 2020

Wednesday, April 1, 2020

The U.S. Trustee Program is extending the requirement that section 341 meetings be conducted only through telephonic or other alternative means not requiring in-person appearance to all cases filed through May 10, 2020. Appropriate notice will be provided to parties in accordance with bankruptcy law and rules.



U.S. TRUSTEE PROGRAM REGION 8

LEADERSHIP

Paul A. Randolph
Acting United States Trustee

CONTACT

Office of The U. S. Trustee
(901) 544-3251

Paul A. Randolph
Forwarded Referral To:

Megan Seliber

Trial Attorney, Office of the United States Trustee

(615) 695-4060 (office)

megan.seliber@usdoj.gov

318 Customs House,
701 Broadway
Nashville, TN 37203

19-02693 Fenton: Fraud Referral

Paul A. Randolph (USTP)

Acting United States Trustee
Region 8 (Nashville)

202-590-8690 (work cell)

901-544-3251 (office)

314-539-2990 (fax)

paul.a.randolph@usdoj.gov

Assistant U.S. Trustee
Eastern District of Missouri
(Region 13)

19-02693 Fenton: Fraud Referral

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U.S. Bankruptcy Courts

Jeff Fenton

From: Randolph, Paul (USTP) <Paul.A.Randolph@usdoj.gov>
Sent: Tuesday, January 18, 2022 11:45 AM
To: Jeff Fenton
Subject: RE: [EXTERNAL] Fraud Upon the Court, Conspiracy Against Rights, Deprivation of Rights & Property Under Color of Law, ADA, FED, & HUD Violations - Protecting Disabled, Vulnerable, and Aged from Financial Exploitation: ALL Started with a Falsified Secret BK

Mr. Fenton:

I have received your six emails and will send them to our Nashville office to review. Please note that neither the U.S. Trustee nor any of its employees can provide you with legal representation or advice. You should take whatever legal steps you deem appropriate to protect your interests. Thank you for your referral.

Paul Randolph

Paul A. Randolph

Acting United States Trustee
Region 8 and
Assistant U.S. Trustee
Eastern District of Missouri (Region 13)
202-590-8690 (work cell)
314-539-2990 (fax)

Fenton 19-02693: sale motion complaint - Message (HTML)
File Message Add-ins Help Acrobat Tell me what you want to do
Save Undo Redo Previous Item Next Item Print Preview

Fenton 19-02693: sale motion complaint



Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
To Jeff Fenton

Reply Reply All Forward

Tue 3/15/2022 6:08 PM

fenton 319-02693 deed.pdf 247 KB

This email is from the USTP Trial Attorney in Nashville who was Assigned to Research my BANKRUPTCY FRAUD COMPLAINT by Region 8 Acting United States Trustee, Paul A. Randolph, who is over Tennessee and Kentucky. Mr. Randolph is who I contacted to REPORT BANKRUPTCY FRAUD and to seek information to help me understand what VIOLATIONS were made by whom.

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. Because Judge Binkley gave your ex-wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice. For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

Ms. Seliber ACTS like she is HELPING ME, but she really isn't. She does confirm that the Bankruptcy Court failed to provide me NOTICE about my Ex-wife's Secret Bankruptcy and the THREAT to MY HOME, but then she lies to me, provides me with misinformation, and plays the blame game, between Federal and State Courts being responsible for my damages.

Jeff Fenton

From: Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
Sent: Tuesday, March 15, 2022 6:08 PM
To: Jeff Fenton
Subject: Fenton 19-02693: sale motion complaint
Attachments: fenton 319-02693 deed.pdf

IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Trustee would have been FORCED by the Federal Bankruptcy Court or the Federal District Court to REMOVE the Marital Residence from my Ex-wife's "BANKRUPTCY ESTATE" as a "BURDENSOME ASSET" long before I ever even MET Judge Binkley! BOTH my INTERESTS and my TENANT'S LEASEHOLD INTERESTS were PROTECTED under Federal Bankruptcy Laws!

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

The State Court DID NOT have DUAL JURISDICTION, that is a LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED!

The State Court is actually SPECIFICALLY FORBIDDEN from taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed 39-DAYS before the DIVORCE!

REMEDIES are ALWAYS available for RACKETEERING and FRAUD, especially with as many bad-actors, in a Conspiracy to intentionally CIRCUMVENT the FRBP and FEDERAL BANKRUPTCY LAWS via CRIMES UNDER COLOR OF LAW, without EQUAL or DUE PROCESS, in a Corrupt State Court!

The CRIMINAL EVIDENCE of CONSPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is ALL in the TIME-LINE:

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when DIVORCE was FILED on 6/04/2019: 39-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was SERVED DIVORCE PAPERS 6/15/2019: 50-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when fraudulent "Order of Protection Ex Parte was Served on 6/20/2019: 55-DAYS

DAYS between when BANKRUPTCY was FILED on 4/26/2029 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL!") Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS

Section B

Maid

THIS INSTRUMENT WAS PREPARED BY
 Bankers Title & Escrow Corp.
 5107 Maryland Way, Ste. 115
 Brentwood, TN 37027
 P19-10267A-BW

STATE OF TENNESSEE
 COUNTY OF Williamson
 THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
 IS GREATER, FOR THIS TRANSFER IS \$ 324,360.00

Fawn T. Fenton
 Agent
 SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY
 OF October 2019

Samuel F. Anderson
 Notary Public
 MY COMMISSION EXPIRES: 11/3/20
 (AFFIX SEAL)

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:			SEND TAX BILLS TO:			MAP-PARCEL NUMBERS
GL Properties, LLC			Gl. Properties, LLC			
1986 Sunnyside Drive			101 Creekside Crossing #1700195			013J-A-035.00-000
Brentwood, TN 37027			Brentwood, TN 37027			
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)	(ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE
 HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS. THE
 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **Fawn T. Fenton**

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS
 DO TRANSFER AND CONVEY UNTO GL Properties, LLC, a Tennessee limited liability company

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR
 PARCEL OF LAND IN WILLIAMSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS,
 TO-WIT:

Land in Williamson County, Tennessee, being Lot No. 29 on the Plan of Section 3, Sunny Side Estates of
 record in Plat Book 5, Page 67 as amended in Book 330, Page 844, in the Register's Office for Williamson
 County, Tennessee, to which Plan reference is hereby made for a more complete description of the property

Said Lot No. 29 fronts 150.00 feet on the Southwesterly margin of Sunny Side Drive and extends back
 433.83 feet on the Northwesterly line and 401.46 feet on the Southeasterly line to a broken line in the rear,
 measuring 159.22 feet thereon.

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn T. Fenton by Warranty deed from
 Mangel Jerome Terrell and wife, Colette Keyser of record in Book 5313, page 452, Register's Office for
 Williamson County, Tennessee, dated April 29, 2011 and recorded on May 12, 2011.

Being the same property conveyed to Fawn T. Fenton by Quitclaim deed from Jeffrey R. Fenton of record in
 Book 6541, page 771, Register's Office for Williamson County, Tennessee, dated August 18, 2015 and
 recorded on August 20, 2015.

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn T. Fenton by Quitclaim deed from
 Fawn T. Fenton of record in Book 7314, page 759, Register's Office for Williamson County, Tennessee,
 dated August 21, 2015 and recorded on March 13, 2018 and Scriveners Affidavit recorded in Book 7354,
 Page 915. Fawn T. Fenton was granted authority to sign this deed and convey this property without
 husband's signature in Orders dated August 29, 2019, and October 10, 2019, in Case No. 48419B Chancery
 Court of Williamson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantee; (2)
 All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on
 the plan of record; (6) All applicable governmental and zoning regulations.

This is UNIMPROVED
 IMPROVED property known as 1986 Sunnyside Drive, Brentwood, TN 37027.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this the 29th day of October, 2019.

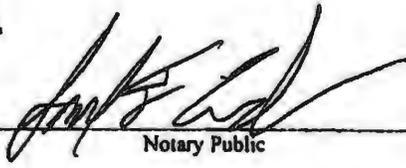

Fawn T. Fenton

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Fawn T. Fenton the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the within named bargainor, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 29th day of October, 2019.

My Commission expires: 11/3/20

 
Notary Public

BK: 7790 PG: 959-960	
19045384	
2 PGS AL-DEED	
625604	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	1200.13
RECORDING FEE	10.00
DP FEE	3.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1213.13
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SHERRY ANDERSON	
REGISTERED PROFESSIONAL	

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re: § Case No. 3:19-BK-02693
 §
FAWN TIFFANY FENTON §
 §
 §
 Debtor(s) §

**CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT
CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED
AND APPLICATION TO BE DISCHARGED (TDR)**

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: <i>(without deducting any secured claims)</i>	\$1,250.00	Assets Exempt:	\$11,000.00
Total Distributions to Claimants:	\$3,028.98	Claims Discharged Without Payment:	\$55,593.59
Total Expenses of Administration:	\$1,371.02	ATTORNEY STORY: (SEE PAGE-4)	— \$11,514.50 \$44,079.09

3) Total gross receipts of \$4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of \$0.00 (see **Exhibit 2**), yielded net receipts of \$4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from Exhibit 3)	\$11,672.82	\$308,190.92	\$0.00	\$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from Exhibit 4)	NA	\$1,371.02	\$1,371.02	\$1,371.02
Prior Chapter Admin. Fees and Charges (from Exhibit 5)	NA	\$0.00	\$0.00	\$0.00
Priority Unsecured Claims (From Exhibit 6)	\$0.00	\$0.00	\$0.00	\$0.00
General Unsecured Claims (from Exhibit 7)	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98
Total Disbursements	\$71,518.28	\$346,886.79	\$36,685.87	\$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**EXHIBITS TO
FINAL ACCOUNT**

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	1129-000	\$4,400.00
TOTAL GROSS RECEIPTS		\$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00
7	Toyota Motor Credit Corporation	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00
8	Specialized Loan Servicing LLC	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00
TOTAL SECURED CLAIMS			\$11,672.82	\$308,190.92	\$0.00	\$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	\$1,100.00	\$1,100.00	\$1,100.00
John C. McLemore, Trustee	2200-000	NA	\$83.69	\$83.69	\$83.69
Pinnacle Bank	2600-000	NA	\$6.33	\$6.33	\$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	\$181.00	\$181.00	\$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES			NA	\$1,371.02	\$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS
-------	----------	---------	--------	--------	--------	--------

NUMBER	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY UNSECURED CLAIMS			\$0.00	\$0.00	\$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$1,106.50
3	Ascend Federal Credit Union	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$256.45
4	American Express National Bank	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$816.37
5	Capital One Bank (USA), N.A.	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$849.66
	BanCorp South	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$11,793.22	\$0.00	\$0.00	\$0.00
	Chase Card	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Specialized Loan Servicing, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Virginia Lee Story	7100-000	\$11,514.50	\$0.00	\$0.00	\$0.00
TOTAL GENERAL UNSECURED CLAIMS			\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 1

Exhibit 8

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at 102 Plum Nelly Circle	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

Major Activities affecting case closing: Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46:21 Desc Main Document Page 5 of 8

FRBP Violated: #3-19-bk-02693

TENNESSEE: #AM2019-02059-COA-R3-CV (WILCO: 48419B)

JRF: 118.1081.00

TNJudicial.org/c/a/jr/118.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

DOC: 118 | Page 81 of 104

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 2

Exhibit 8

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020 PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)

07/02/2020 PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.

05/27/2020 Filed Mt to Allow/Disallow Claims.

05/13/2020 Email to Jodie Thresher re: claims.

04/15/2020 Fawn Fenton picked up her ring.

04/01/2020 Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring

03/19/2020 Filed Report of Sale.

03/19/2020 Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.

02/19/2020 Gave diamond ring and wedding band to Bobby Colson who will get a valuation.

02/10/2020 Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.

02/03/2020 Claims bar 5/4/2020.

01/30/2020 Debtor wants to buy equity in vehicle

01/30/2020 Email to Jodie Thresher about wedding ring.

01/28/2020 Calculation of value of equity in 2017 Toyota Prius

01/20/2020 PC with Paul Spina counsel for Toyota Motor Credit.

01/08/2020 Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.

01/07/2020 Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 Primary Taxpayer ID #: **-***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters	EX-WIFE'S MOM PAID TO KEEP NEW PRIUS!	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00	\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00

TOTALS:	\$4,400.00	\$4,400.00	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$4,400.00	\$4,400.00	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$4,400.00	\$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 Primary Taxpayer ID #: **_***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS	NET DEPOSITS	NET DISBURSE	ACCOUNT BALANCES
	<u>\$4,400.00</u>	<u>\$4,400.00</u>	<u>\$0.00</u>

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

For the entire history of the case between 12/06/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

MY TWO HIGHEST VALUES IN LIFE ARE: TRUTH and AUTHENTICITY!

When my ex-wife (previously Ms. Ferguson) began telling me that **SHE LOVED ME**, I was honestly caught off guard. I really enjoyed her company, and our times together, but I wasn't "looking" for another "serious" relationship then. Her declarations of love also forced me to examine my own **MOTIVES** and **ACTIONS** involving her.

ON A SIDE NOTE: I personally believe that whether financial, material, sexual or otherwise, that **"LOVE" CARES** more about the **OTHER** person, while **"LUST" CARES** more about **SELF**. That was one factor in my own "personal inventory".

So, against all the **INTERNAL AWKWARDNESS** and **PRESSURE** (which I very much felt) to reply with, "I LOVE YOU TOO", **instead I thanked her**, but I could not, in good faith, **honestly return the sentiment**.

This went on for **MONTHS** and **MONTHS!** Until finally, I could honestly tell Ms. Ferguson, in good conscience, that **I TRULY LOVE HER!** (As I always will.)

Having made her uncomfortably **WAIT** for so **LONG** to finally **HEAR** of MY reciprocated **LOVE** for **HER**, I wanted it to be **SPECIAL**, so I hired a **MIME!**



THAT IS MY COMMITMENT TO THE TRUTH!



I have invested over **20,000 HOURS** over the past **3+ YEARS**, during which I have written over **10,000** (only 1,000 pages of which I actually turned into the Court). While **NOT ONE WORD** has been used by **any** Court yet, in MY **DEFENSE!**

IF just **62-PAGES** of MY **TESTIMONY**, which I filed in Chancery Court on **8/29/2019** in R.v1-2 (119-181). The very **FIRST** day which I was "allowed" to file ANYTHING "PRO-SE" in Court. Had been given **EQUAL** (the same) "**BENEFIT OF THE DOUBT**", which **ALL** of my ex-wife's and Ms. **STORY'S FRAUDULENT CLAIMS** were given (had the Court **REALLY** been "**IMPARTIAL**"), then **NEITHER** of the "**DEFAULT JUDGMENTS**" could have ever been Ordered against me! (I had an **AGREED EXTENSION** plus an Ad-hoc "**ANSWER and COUNTER COMPLAINT**" on **FILE!**) While Attorney Story even promised me in open court on **8/29/2019**, to allow me to **PARTICIPATE** in the next hearing over the **PHONE!** Since they **KNEW** they were **FORCING** me out of the **STATE** of **TN**, to simply survive (which isn't even legal during an open case). **I'M ALL DONE BEGGING FOR BREAD!**

The "Court" **BURIED** my **8/29/2019 TRANSCRIPTS**. They kept **NONE** of their **PROMISES** in Court that day, while they didn't even **BOTHER** to provide me any **NOTICE**, a "Motion for Default" (as required), or **ANY opportunity to defend myself!**

IF EQUALLY CONSIDERED, I would have been **FREE** to **MOVE-FORWARD** with my **LIFE**, over **3-YEARS AGO!** Instead, to **COVER-UP** and **COERCE** me into **keeping SILENT** about their **CRIMES** against my family, they put an **ILLEGAL "ORDER OF PROTECTION"** on me for **6-YEARS**, by multiple **FRAUDULENT "Default Judgments"**! While they know I have **EVIDENCE** showing their **CRIMES**, but they don't seem to care! **Nobody in Tennessee has yet to hold them ACCOUNTABLE!**

I have acted more **HONESTLY, ETHICALLY**, and in **BETTER FAITH** than **EVERYONE ELSE** in this case **COMBINED!** Yet I continue to be **DISCRIMINATED** against, **DENIED PARTICIPATION** and **JUSTICE!**

9:47 [icons]

[signal] 94% [battery]

← Fawn Fenton [phone] [menu]

What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

F

Jan 6, 2019

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

[image] Type a message [send]

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Secure your future.

SANDY ARONS, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Practitioner
Certified Financial Divorce Specialist
Financial Counselor & Mediator

[icons]

[signal] 94% [battery]

Fawn Fenton [phone] [menu]

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff

Jan 7, 2019

I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money.

Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

Jan 8, 2019

F

[image] Type a message [send]

REPEATEDLY AGREED TERMS OF ALIMONY:

Transitional Alimony to be Paid

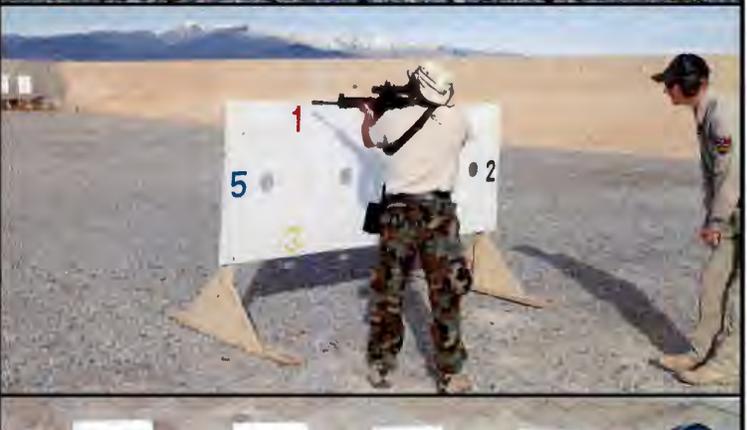
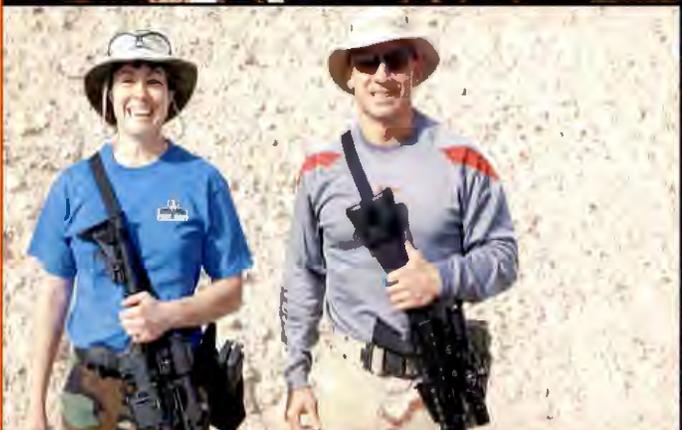
by Wife to Ex-Husband, in the amount of

\$1,750 Per Month for a Duration of Six-Years.

CALCULATED: at 22%-24% of Primary Breadwinner's Gross Income, for a Term Equal to half the Duration of our Marriage.

As we were Advised was "Fair with All Factors Considered" by "*Collaborative Divorce*" Financial Expert Sandy Arons, MBA.

NOT EVERY FEMALE IS FRAIL, WEAK, DEFENSELESS, AND AFRAID; EVEN IF THEY CLAIM TO BE, FOR A STRATEGIC ADVANTAGE DURING A DIVORCE.





TENNESSEE APPELLATE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

TO (COURT CLERK): IN THE COURT OF APPEALS OF TENNESSEE

WITH (COURT): MIDDLE TENNESSEE DIVISION (AT NASHVILLE)

CLERK'S FAX NUMBER: (615) 532-8757

CASE NAME: JEFFREY RYAN FENTON v FAWN TIFFANY FENTON

DOCKET NUMBER: M2019-02059-COA-R3-CV

TITLE OF DOCUMENT: (ADA) REQUEST FOR MODIFICATION

FROM (SENDER): JEFFREY RYAN FENTON

SENDER'S ADDRESS: 17195 SILVER PARKWAY, #150
FENTON, MICHIGAN 48430-3426

SENDER'S VOICE TELEPHONE NUMBER: (615) 837-1300

SENDER'S FAX TELEPHONE NUMBER: (810) 255-4438

DATE: 07/08/2020 TOTAL PAGES, INCLUDING COVER PAGE: 13

FILING INSTRUCTIONS/COMMENTS (attach additional sheet if necessary):

PLEASE FILE AND RESPOND ELECTRONICALLY, EITHER VIA EMAIL TO JEFF.FENTON@LIVE.COM OR VIA FAX TO (810) 255-4438. MY FAX IS A DEDICATED LINE SETUP SOLELY FOR COMMUNICATING WITH THE COURT, NO COVER PAGE OR SPECIAL INSTRUCTIONS REQUIRED.

THANK YOU!
JEFF FENTON

REQUEST FOR MODIFICATION

Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: Witness Juror Attorney Party Other (Specify Nature of Interest): _____

Name: JEFFREY RYAN FENTON
Telephone: (615) 837-1300
Address: 17195 Silver Parkway, #150
Fenton, MI 48430-3426

Court: COURT OF APPEALS OF TENNESSEE
MIDDLE DIVISION (AT NASHVILLE)
Judge: _____
Case No.: M2019-02059-COA-R3-CV

1. Type of proceeding. Criminal Civil
2. Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, trial): Appeal of Forced Sale of Home, Divorce Judgment, Stalking Charge, and Order of Protection

3. Dates modification needed (specify): Currently – Throughout Appeal

4. Disability necessitating modification (specify): Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24), Poverty, Forced Geographic Distance from Court

5. Type of modification requested (specify): Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!

6. Special requests or anticipated problems (specify): Additional TIME and Patience please. By disorder I'm a Perfectionist who has a nearly impossible time Focusing and Remaining On Task, especially when of Significant Consequence. Yet I can't afford to hire anyone to help Represent me. I also request that all Court Communications please be sent to me Electronically, via Email or Fax (I setup a dedicated fax number for the court), because it often takes a WEEK to receive Mail here in Michigan, plus in-house handling times. My Email is jeff.fenton@live.com, and my dedicated fax number for the court is (810) 255-4438.

7. Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: **During my trial on August 29th, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the fall."**

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020


(Signature of Applicant)

G The request for modification is GRANTED.

G OFFER OF REASONABLE ALTERNATE MODIFICATION _____

G The request for modification is DENIED because:

- the applicant is not a qualified individual with a disability
- the requested modification would fundamentally alter the nature of the judicial program, service or activity
- the requested modification would create an undue financial or administrative burden
- the applicant refused to comply with the Policy
- the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify) _____

DATE: _____

Local Judicial Program ADA Coordinator

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!



TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.

WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!

WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).



3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMAN, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)

Fawn Fenton

mobile

Did you leave me this little plant?? 🌱🌿🌴🌻🌳



F

Sorry I missed you! I was at the grocery store replenishing my junk food

Fawn Fenton (mobile) • Feb 4, 2019

Lol! I wasn't going to knock anyways. But I was a little afraid I had the wrong place... night time, raining, can't see.

So I drove back out your complex to make sure I was at the second entrance, then I looked up your address on my phone, and it said it was right. 😊

I thought that maybe you were at an AA meeting....

I like the fact that the wind doesn't blow much down in that cubby. It is pretty easy to leave stuff without worrying what will happen.

I figured you would be inside and you would find in the morning... I tried to step quiet so not to alert puppy.

It says that it's a "money tree". I figured that was what we could use right about now!



Feb 4, 2019

AA meeting... Hahaha... No, came home from work and fell asleep until about 8:pm, then got up and went to storage to drop off some of the stuff I picked up from you yesterday, then went grocery shopping.

F

Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4, 2019

Fawn Fenton

mobile

I almost got a little bonsai fern... but it didn't have any care instructions, so I was afraid you might kill it. It was pretty too though! So many choices!

Lol@

Were you at the brentwood krogers? If so we just missed each other... I had to pickup meds, get Kiwi carrots, and reload my ice cream.

I had my adhd group tonight. Kiwi is feeling all abandoned.

Time to give her some love. Hope it makes you smile from time to time.

Feb 4, 2019

Yep Brentwood Kroger.

Is your ADHD group helpful?

Thank you very much for the plant!!

Fawn Fenton (mobile) • Feb 4, 2019

First time I've gone to group in a long time, but I'm going to try to go every other week, then cut Terry back to twice per month, on the off weeks for the group.

That way it costs my mom half as much.

It was a good meeting.

You're welcome for the plant!

We must have literally driven past each other.

Feb 4, 2019

I wouldn't knock, just because I'm not trying to barge in on you without calling first and asking.

(Plus i have a bunch of frozen food melting in my car.)

The reason that I knocked on your birthday, is because with that bodacious baloon, I thought it had a zero percent chance of not getting fucked up with the wind, while waiting outside for you.

It's not because I wouldn't like to visit, but I don't want to intrude when I have not been invited.

Feb 5, 2019

Thank you, I appreciate that.



Fawn Fenton (mobile) • Feb 5, 2019

Fawn Fenton

mobile

I figure it isn't intrusive if I just leave a gift outside, without knocking or invading your space.
If you disagree, just let me know.
I don't ever want to get blamed for "stalking" just because I have the impulse to buy you a small spontaneous gift. So if that bothers you, just let me know.

I was thinking of getting you a balloon and tying it around your windshield wiper, for you to find in the morning, but it's a good thing I didn't go with that plan.

(Plus they had all these valentine's day balloons, and I didn't see any which were calling out "Tootie".)

Do you take Sarah to the grocery store?

Goodnight again.

I just woke up on the couch with a pile of bird poo beside me, while Tweetie was standing on the plywood sheet leaning against the couch.

You would be proud of me, right now I'm in Brentwood getting dinner, and because I painted both back doors today, they are both open, trying to dry... I put Tweetie in her cage, just in case a raccoon got inside.

How is that for "paranoid" for you?

Both back doors, not only unlocked, but open, with no alarm armed, and no cameras out back anymore.

Feb 5, 2019



Fawn Fenton (mobile) • Feb 5, 2019

No raccoons in the house when I got home.

Feb 5, 2019



Fawn Fenton (mobile) • Feb 5, 2019

You at another AA meeting tonight?

You seem to be enjoying your emojis lately.

Feb 5, 2019

Fawn Fenton

mobile



You sleeping any better?



Feb 6, 2019

Nope. I just had an appointment today with my sleep doc at the Frost clinic... He is upping my Adderall prescription, but other than xyrem, there isn't much to make me sleep better.

F

I also have been emailing with my GYN... Going to quit the hormones for now, they have more negative side effects and aren't really helping. Going to try to let my body detox for a month or two, then might try xyrem again later.

Fawn Fenton (mobile) • Feb 6, 2019

That sucks! Uppers alone is unsustainable. Did he check your bloodpressure, since you haven't had a physical lately?



Feb 6, 2019

F

Yes, they take my blood pressure every time I go in. It's been normal.

Fawn Fenton (mobile) • Feb 6, 2019

So you're not taking xyrem at all right now?

Adderall has an extended release capsule also... similar to my vyvance, which is supposed to last all day.



Feb 6, 2019

F

No, haven't taken xyrem at all for about 2 weeks now. Very tired, sleeping only in short 1-2 hour increments, but the night sweats are much milder without the xyrem.

Fawn Fenton (mobile) • Feb 6, 2019

Hungh... i wonder what to conclude about that?

The xyrem making you sleep through the sweating, or causing the sweating, or??



Feb 6, 2019

F

Yeah I discussed the extended-release Adderall with my doc today... But decided to keep me on the short-acting pills for now, so I can take them when I need depending on my schedule.

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton

mobile



Ok. Just thought worth mentioning. I've never taken them. I take the highest dose for Vyvance, and supplement with adderall as needed. My doc says can only do as long as bp is ok. Bp has been borderline this past year, have physical next month.



Feb 6, 2019

My theory is that the root cause of the night sweats is menopause, but for some reason the sweating is much worse during deeper sleep. Xyrem effectively wasn't doing its job anymore... Even on strong dose of xyrem, I would wake up drenched after like 1 hour.



Fawn Fenton (mobile) • Feb 6, 2019

Hungh... that makes sense. Too bad there isn't a test or a single doc who can diagnose this stuff. Same with so much of healthcare, relies on client feedback and educated self-diagnosis.

Was why I gave up on shrinks in my 20s.



Feb 6, 2019

The sweats have been terrible... On the xyrem, I would totally drench my clothes and all bed sheets about every 1 to 2 hours. Would wake up soaked, change all clothes and strip bed and change all sheets... Go back to sleep, and then wake up sopping wet again like another hour later. Could go through this like 4x per night. Wet clothes and linens hanging up everywhere.



Fawn Fenton (mobile) • Feb 6, 2019

Until our roof catastrophe, and I could no longer walk Sarah without having an anxiety attack. That's when I decided to see a shrink again.

I put food in corner to avoid rain... i see raccoon butt now.

That sounds pretty awful! Was Sarah like wtf mommie?



Feb 6, 2019

So NOT taking the xyrem, I usually only have one episode of sweating per night, towards early morning, like between 3:am - 5:am. And it's less sweating... Still have to change clothes and sheets, but it's not as bad. And for most of the night I can at least be comfortable, even if I'm not sleeping well.



Raccoon butt!!! ❤️

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton

mobile



Birdie is almost always drenched in the morning... even when I'm not sweaty. I think that wherever she clings to me, it creates extra heat between her body and mine, but she still wants to be completely under the covers.

That sounds like a rough compromise.



Feb 6, 2019

Dang, poor birdie drenched with Daddy funk

F

Yup, there is no good solution right now. My sleep is trashed either way. Menopause sucks ass.

Fawn Fenton (mobile) • Feb 6, 2019

So you can't get away with just changing your big towel? You need to change the sheets too?

Have you tried a lighter blanket or comforter? So less hot, before wet, so not to get chills?



Feb 6, 2019

F

My sleep doc says "well, at least it's temporary", and I said yeah, I might get better in another 6 to 8 years....

Fawn Fenton (mobile) • Feb 6, 2019

I agree with that assessment! Terry said his wife was batshit crazy during menopause... lucky they didn't get divorced.

Lol! Fuck... that's something to look forward to.



Feb 6, 2019

F

Right, sometimes I soak through towel to sheet below, and always soak the sheet on top of my body also. I have been putting 2-3 layers of sheets, and rotating them so some are hanging up to dry while others are on the bed.

Fawn Fenton (mobile) • Feb 6, 2019

I think we need special institutions you can drop your wife off at for a decade, not allow her to use any sharp objects or credit cards, and an orderly comes in hourly and changes your sheets.



Feb 6, 2019

F

That sounds kind of good right now.

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton

mobile

Lol!

Feb 6, 2019

F Gotta go for a bit... Cute-cute wants cuddles....

Fawn Fenton (mobile) • Feb 6, 2019

Goodnight! Nice chatting. I'll keep praying that your symptoms will get better. My mom is praying for you too.

Go ask cute-cute how something so cute can smell like piss all the time...

Feb 6, 2019



F

Fawn Fenton (mobile) • Feb 6, 2019

There's no better place to take a nap!

His butt is a little shaggy.

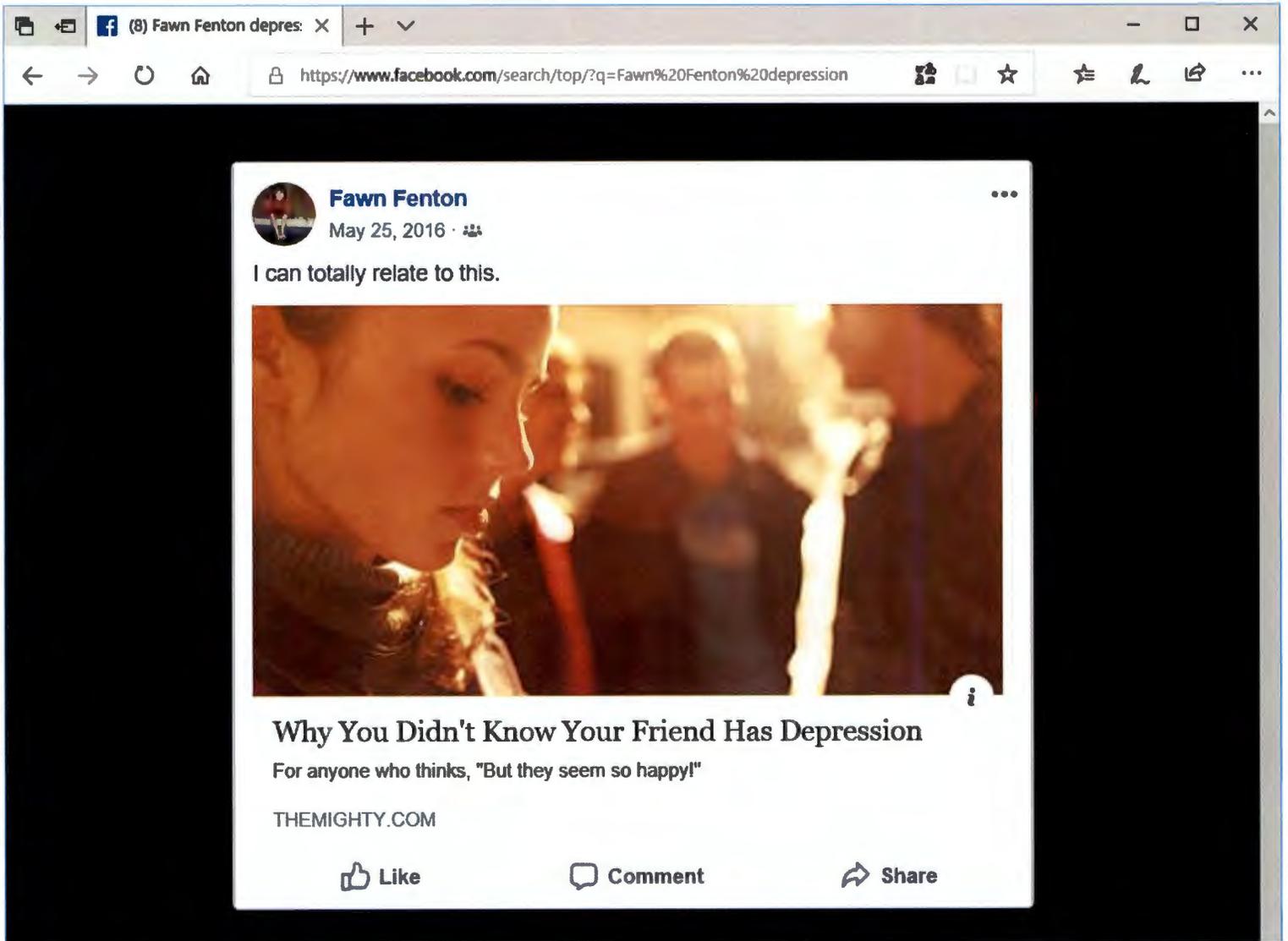
He is cute... looking a little older, but aren't we all.

Feb 6, 2019

WIFE has struggled with CHRONIC DEPRESSION most of her life, admittedly since her preteen years. Often accompanied by ruminating upon negative and self-defeating thoughts. When left unchecked and uncured, this can spiral into an OVERWHELMING sense of hopelessness, followed by what her brother referred to as her "Doomsday Syndrome".

At that point, Wife tries to identify/isolate the greatest source of recurring conflict in her life, concluding that SHE MUST ESCAPE IT, at ANY and ALL costs! That behavior, activity, belief, place, property, person, etc... MUST be gouged-out or cut-off of her life PERMANENTLY, regardless of the costs, conflict, pain, damages, destruction, and long-term consequences, both to herself and to anyone else.

Wife becomes 100% convinced that this ONE thing is the SOURCE of her "misery". Though regrettably the unforeseen and unconsidered consequences of "escaping" it, often actually create a deeper "misery" for her to endure, setting the cycle to repeat itself again. Not with the same person, place, or thing... since she exhaustively ENSURED that is FOREVER gone, but for herself to repeat, again and again.



She can't "see" this, especially while the conflict endures. She won't "believe" it, if confronted. It is her "blind spot", known by only a few. Wife is completely convinced that this "external" xyz... is the SOURCE of HER "misery". Yet it returns.

That's what hurts the most about the illegal deprivation of my rights during our divorce. Without my due, legal, and constitutional rights, I wasn't empowered to protect either of us from the permanent unrecoverable consequences of her chosen PATH to ESCAPE.

I could have helped her have a "softer-landing" than this, even if it frustrated her more in the short-term. It would have done far less permanent damage, to us both!

Unconscionably, I was illegally prevented from protecting her. For that I pray for JUSTICE and RESTITUTION for HER SAKE! The LAW is the LAW for a REASON! It is to be EQUALLY afforded to EVERYONE!

The Ancient Paths

Parents are responsible for the protection of their children. Unborn and small children are unable and not equipped to defend themselves against the schemes of the devil. As a result, God appointed agents to protect them and care for them. Again these agents are called parents. One day some years ago, the Lord opened up to me what I have since come to refer to as the **STRONG MAN PRINCIPLE**.

"Or how can anyone enter the strong man's house and carry off his property unless he first binds the strong man? And then he will plunder his house." (Matthew 12:29)

In this passage, Jesus is explaining how to expel demonic spirits. He says that there are different ranking spirits with which to deal. If you want to be rid of all the lower ranking spirits, you must first find their "chief," bind him, and then you can eliminate the others. **The "chief" is called the strong man.**

As I was studying this passage, one day the Lord spoke to me that the principle works exactly the same when the kingdom of darkness is attempting to invade your house. In the Greek language, the word translated "house" is the word "**OIKOS**." This word in this context is not referring to the physical dwelling place, but rather to the family. **OIKOS** literally means: "**the descendants thereof.**"

So when the enemy (the devil and demonic spirits) comes to plunder your house (**OIKOS**), he is

God's Blessing Through Cultural Traditions

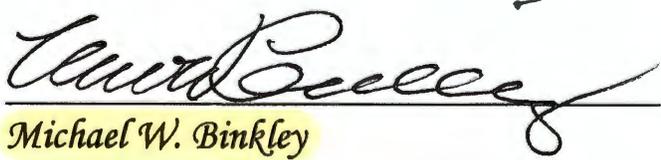
after your family. His purpose is to devastate and destroy your marriage, children, and grandchildren. **In order to do so, he must first bind the strong man.**

Who is the strong man of your house? The husband is the strong man to the wife, and both parents are strongmen to the children. **Thus, in the areas of life in which the enemy can bind the parents, he has access to the children.**

Oath of Office

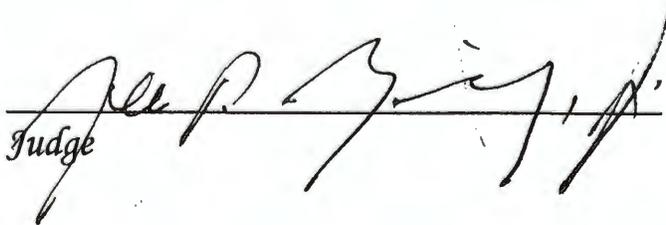
I, Michael W. Binkley, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 29th Day of August, 2014


Michael W. Binkley

I, JOE P. SINKLEY, JR. have this day administered the Oath of Office to Michael W. Binkley, Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, as prescribed and required by law.

This the 29th Day of August, 2014


Judge

OFFICE OF
SECRETARY OF STATE

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APPENDIX-12

CRIME & COURTS

Appeals court removes Tennessee judge from case with lawyer who revealed his secret arrest

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Judge: 'Revenge is mine'

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DURING THIS "SLIDE-SHOW", THE WORDS WHICH WERE SPOKEN THROUGHOUT THE VIDEO BY JUDGE MICHAEL W. BINKLEY, ARE DISPLAYED IN THE WHITE TEXT AT THE BOTTOM OF EACH VIDEO FRAME.

MY COMMENTARY WILL APPEAR IN A BOX LIKE THIS. THE REST OF THE PAGE CONTENT SHOULD REMAIN THE SAME THROUGHOUT.

"My day will come," Binkley told a courtroom of attorneys.

Just weeks later, it did, court records show.

Binkley slapped the attorney, Brian Manookian, and his legal partner with more than \$700,000 in sanctions in a hotly contested battle between warring lawyers in a lawsuit.

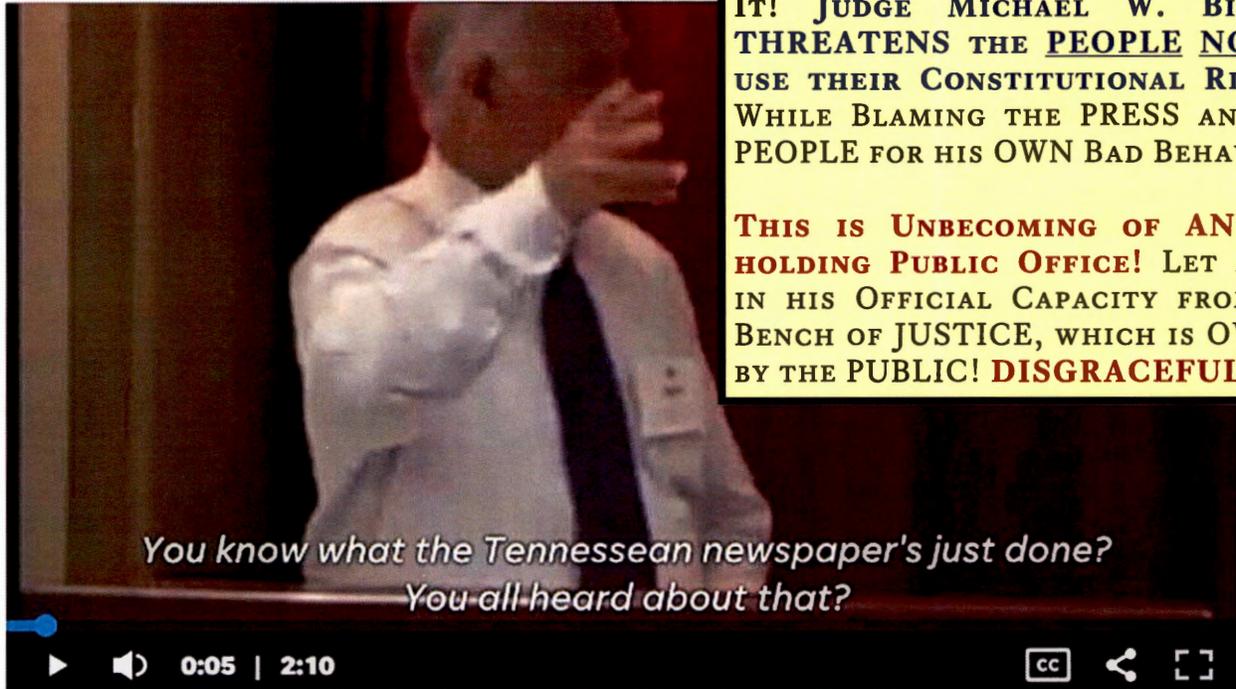
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JUDGE MICHAEL W. BINKLEY SWORE AN OATH OF OFFICE TO PROTECT THE FIRST AMENDMENT, BUT AS YOU CAN CLEARLY SEE HERE, HE HATES IT! JUDGE MICHAEL W. BINKLEY THREATENS THE PEOPLE NOT TO USE THEIR CONSTITUTIONAL RIGHTS! WHILE BLAMING THE PRESS AND THE PEOPLE FOR HIS OWN BAD BEHAVIOR!

THIS IS UNBECOMING OF ANYONE HOLDING PUBLIC OFFICE! LET ALONE IN HIS OFFICIAL CAPACITY FROM THE BENCH OF JUSTICE, WHICH IS OWNED BY THE PUBLIC! DISGRACEFUL!!!

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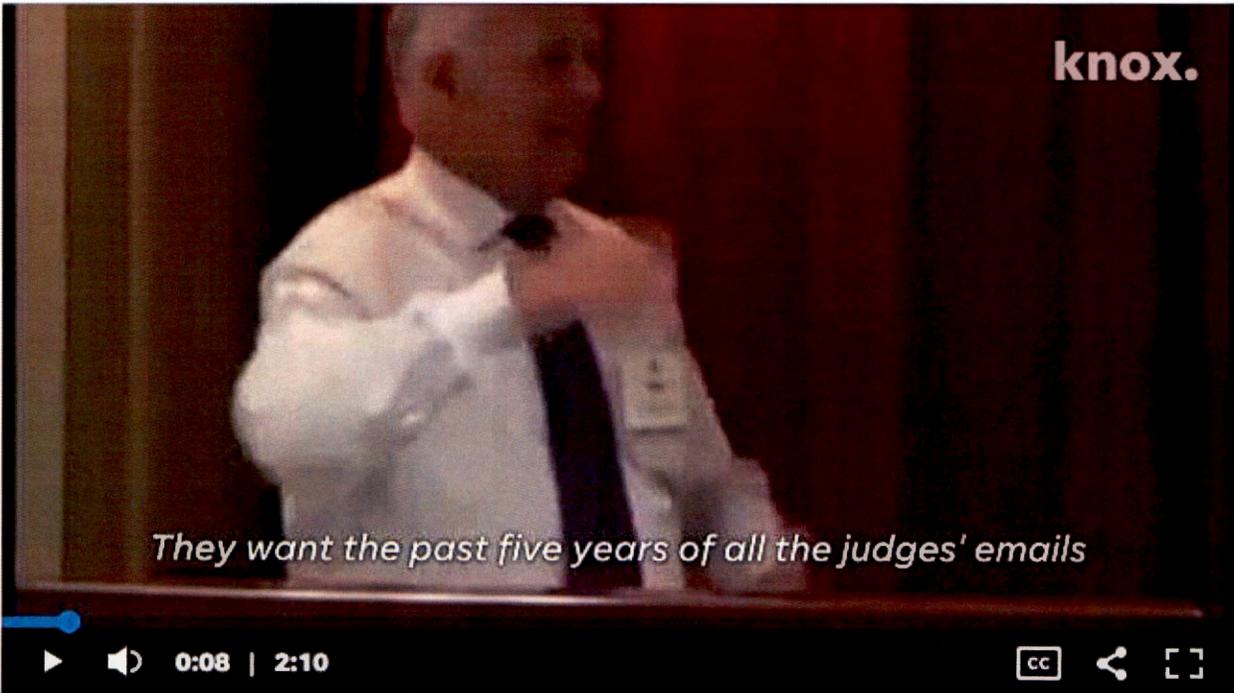
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JUDGE MICHAEL W. BINKLEY IS EXTREMELY PERSONABLE, HE IS A STRONG PUBLIC SPEAKER, AND HE HAS A GENUINE GIFT FOR BEING ABLE TO CONNECT WITH HIS AUDIENCE, AS IF SPEAKING DIRECTLY WITH THEM (MAKING YOU FEEL VALUED AND IMPORTANT.)

HOWEVER, IF YOU LISTEN CAREFULLY TO HIS LANGUAGE, JUDGE MICHAEL W. BINKLEY IS VERY MANIPULATIVE IN THE WORDS HE SPEAKS. HE PRESENTS HIS ARGUMENT AS IF IT WERE "MATTER OF FACT", AS IF ANY REASONABLE PERSON WOULD AGREE WITH HIM (OF COURSE); AND ONLY AN IDIOT WOULD SEE THINGS DIFFERENTLY!

I DON'T BELIEVE THAT IT REQUIRES AN IDIOT TO PRIORITIZE JUDICIAL INTEGRITY THROUGHOUT THE STATE OF TENNESSEE (WHICH HAS BEEN DESPERATELY LACKING FOR DECADES) AND HAVING A TRULY FAIR, EQUAL, AND IMPARTIAL TRIBUNAL! (AS IS CONSTITUTIONALLY REQUIRED TO HOLD ANY "COURT OF LAW"!) OVER THE PERSONAL INTERESTS OF A JUDGE OR ANY ACCLAIMED "SERVANT OF THE PEOPLE".

FOR ANYONE TO CLAIM THEY ARE ABOVE HUMAN FALIBILITY, TEMPTATION, THE NATURAL STRINGS OF THE HEART, IS BLASPHEMOSPHY! WHILE THE JUDICIAL CANONS DEMAND A JUDGE PRIORITIZE THE INTEGRITY OF THE JUDICIARY OVER PERSONAL INTERESTS. THAT'S THE JOB! OTHERWISE, THERE ARE LOTS OF OPPORTUNITIES WORKING IN THE PRIVATE SECTOR!

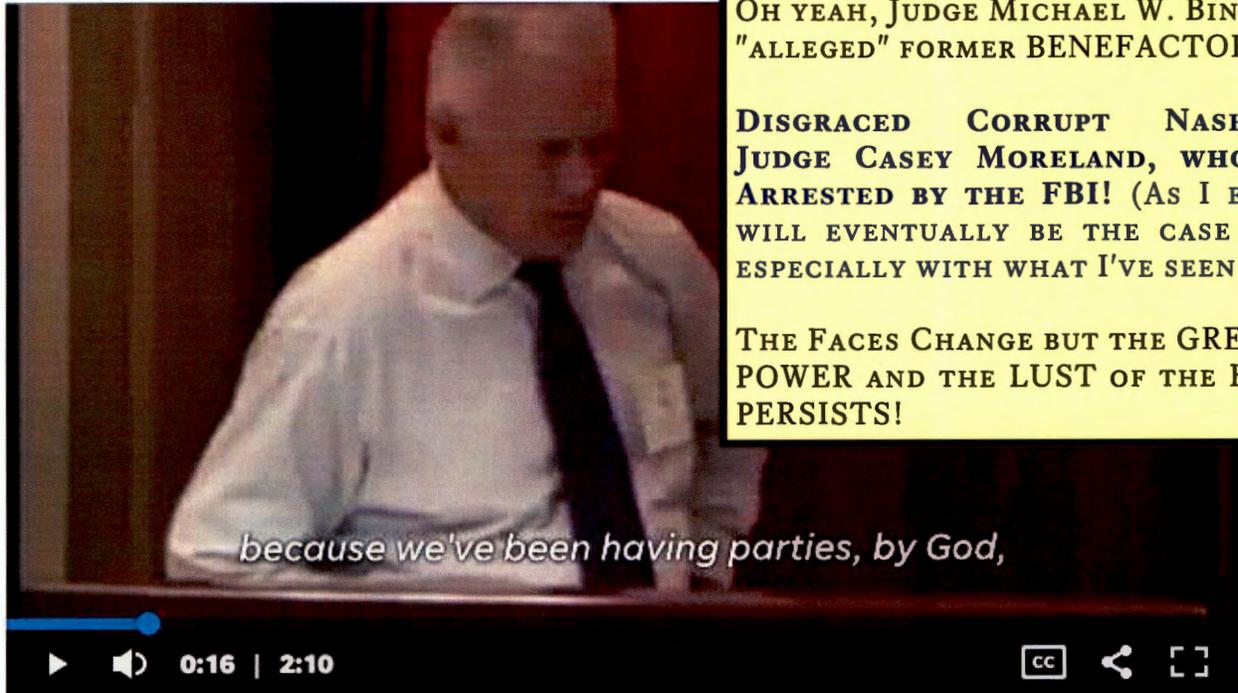
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WHO WAS THAT "OTHER JUDGE" WHO ENJOYED PARTIES & VACATIONS WITH ATTORNEYS?

OH YEAH, JUDGE MICHAEL W. BINKLEY'S "ALLEGED" FORMER BENEFACTOR!

DISGRACED CORRUPT NASHVILLE JUDGE CASEY MORELAND, WHO WAS ARRESTED BY THE FBI! (AS I EXPECT WILL EVENTUALLY BE THE CASE HERE, ESPECIALLY WITH WHAT I'VE SEEN!)

THE FACES CHANGE BUT THE GREED OF POWER AND THE LUST OF THE FLESH PERSISTS!

because we've been having parties, by God,

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THE CONSTITUTION OF THE STATE OF TENNESSEE
ARTICLE IX. DISQUALIFICATIONS: SECTION 2. NO PERSON WHO DENIES
THE BEING OF GOD, OR A FUTURE STATE OF REWARDS AND PUNISHMENTS, SHALL
HOLD ANY OFFICE IN THE CIVIL DEPARTMENT OF THIS STATE.

MATTHEW 15:19 (NASB)

FOR OUT OF THE HEART COME EVIL THOUGHTS, MURDERS, ADULTERIES,
FORNICATIONS, THEFTS, FALSE WITNESS, SLANDERS.

ROMANS 3:23 (AMP)

SINCE ALL HAVE SINNED AND CONTINUALLY FALL SHORT OF THE GLORY OF GOD.

ECCLESIASTES 7:20 (NASB)

INDEED, THERE IS NOT A RIGHTEOUS MAN ON EARTH WHO CONTINUALLY
DOES GOOD AND WHO NEVER SINS.

TENNESSEE IS THE BIBLE BELT OR THE BINKLEY BELT?

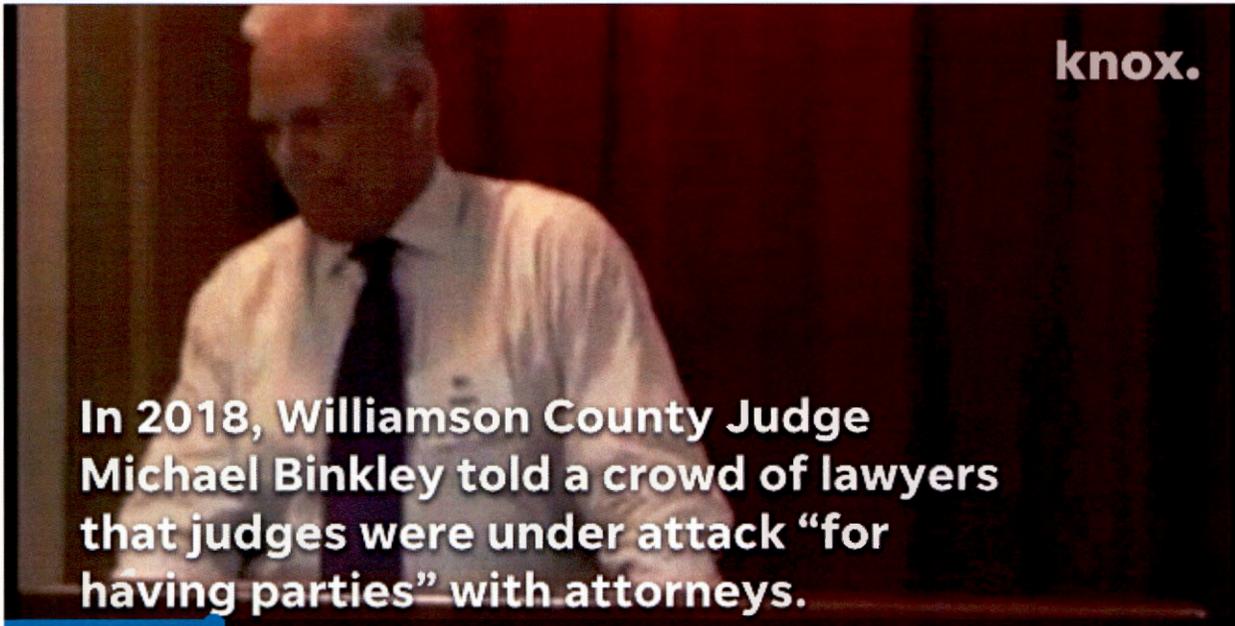
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In 2018, Williamson County Judge Michael Binkley told a crowd of lawyers that judges were under attack “for having parties” with attorneys.

THE CONSTITUTION OF THE STATE OF TENNESSEE
ARTICLE XI. MISCELLANEOUS PROVISIONS: SECTION 4. THE
LEGISLATURE SHALL HAVE NO POWER TO GRANT DIVORCES; BUT MAY AUTHORIZE
THE COURTS OF JUSTICE TO GRANT THEM FOR SUCH CAUSES AS MAY BE
SPECIFIED BY LAW; BUT SUCH LAWS SHALL BE GENERAL AND UNIFORM IN THEIR
OPERATION THROUGHOUT THE STATE.

These statements of fact are about Docket #48419B filed on 6/4/2019, by Story, Abernathy, & Campbell, PLLP in Williamson County Chancery Court. The Courthouse is located at 135 4th Avenue South, Franklin, TN 37064. The Chancery Court Clerk & Master Attorney Elaine Beaty Beeler (BPR# 016583), the presiding Chancellor was Judge Michael Weimar Binkley (BPR# 005930), while my opposing Counsel was Attorney Virginia Lee Story (BPR# 011700) and Attorney Kathryn Yarbrough (BPR# 032789) with Story, Abernathy, & Campbell, PLLP.

The actions taken in Williamson County Chancery Court, were directly tied to, in coordination with, and allegedly based upon my ex-wife's Chapter-13 bankruptcy action, Case 3:19-bk-02693 in The U.S. Bankruptcy Court for the Middle District of Tennessee, found at 701 Broadway Ste 260, Nashville, TN 37203-3983. The Federal Bankruptcy Court Judge presiding was Judge Charles M. Walker (BPR# 019884). The Chapter-13 Trustee responsible was Attorney Henry Edward Hildebrand, III (BPR# 032168). While Bankruptcy Counsel for my ex-wife was Attorney Mary Elizabeth Maney Ausbrooks (BPR# 018097) and Attorney Alexander Sergey Koval (BPR# 029541) both of ROTHSCILD & AUSBROOKS, PLLC.

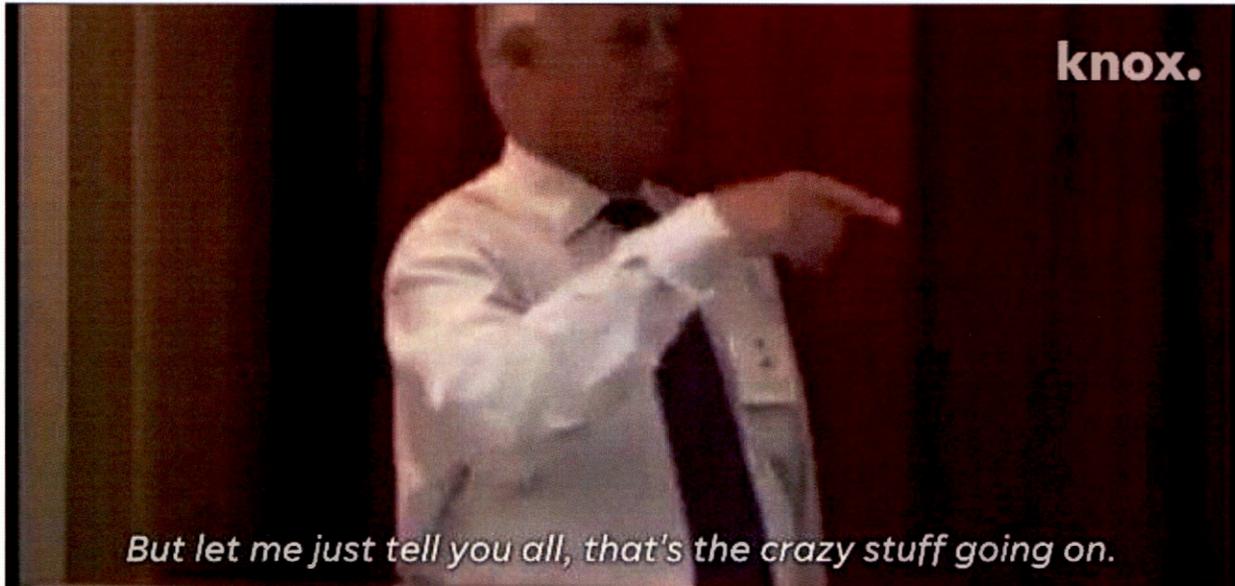
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REFERRING BACK TO THE PAGE PRIOR, TN CONST Art. XI, § 4: The Legislature shall have no power to grant divorces; but may authorize the Courts of Justice to grant them for such causes as may be specified by law; **but such laws shall be general and uniform in their operation throughout the state.**

So, besides a whole lot of other reasons WHY our bad-faith, litigious ambush, lack of jurisdiction, almost exclusively "fraudulent narrative" (by Story), taken as if 100% FACT (by Binkley), showing incredible BIAS and DISCRIMINATION from the very start, which only got worse. Incidentally, rendering everything therein and thereafter VOID, not "voidable", of absolutely NO LEGAL CONSEQUENCE. "An attempt to enforce it BEYOND THESE BOUNDARIES is NOTHING LESS than LAWLESS VIOLENCE!" If you go by the Supreme Law of the Land, with the United States Supreme Court, rather than "Plantation Law & Extortion by Binkley".

This cannot be ignored its fact recorded! Judgment is a void judgment if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process, *Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A., U.S.C.A. Const. Amend. 5 -Klugh v. U.S., 620 F.Supp. 892 (D.S.C. 1985)*.

The entire case was completely one-sided (not for my lack of trying to be heard), as I've invested over 10,000 hours to date, with over 1,000 pages filed between County and State Courts, so far (without ONE WORD used to my benefit), while I still struggle to find anyone within the State of Tennessee (or Federally) who will actually MAKE Judge Binkley and Attorney Story OBEY THE LAW, their oaths of office, the Judicial Canons, Federal and State Constitutions, the Supreme Law of the Land, or the Rules of Judicial and Professional Conduct. (Even the "Board of Professional Responsibility" has REFUSED to FILE my very serious COMPLAINT against Attorney Story, citing the improprieties between her and Judge Binkley, along with a half-dozen of their "friends". Instead they mailed me a few fliers on "legal aid services" and threw my extensive complaint and 500-pages of clear & convincing evidence in their "no further action" file.

Williamson County Chancery Court Docket #48419B, along with all actions, allegations, and "orders" therein, by both Judge Michael W. Binkley and Attorney Virginia Lee Story, is ALSO purely UNCONSTITUTIONAL per the Constitution of the State of Tennessee, in Art. XI § 4, as defined above. Because if nothing else, #48419B CERTAINLY was NOT "GENERAL AND UNIFORM IN OPERATION THROUGHOUT THE STATE." Hence the Court lacked the authority to perform such bias, cruel and lawless actions!

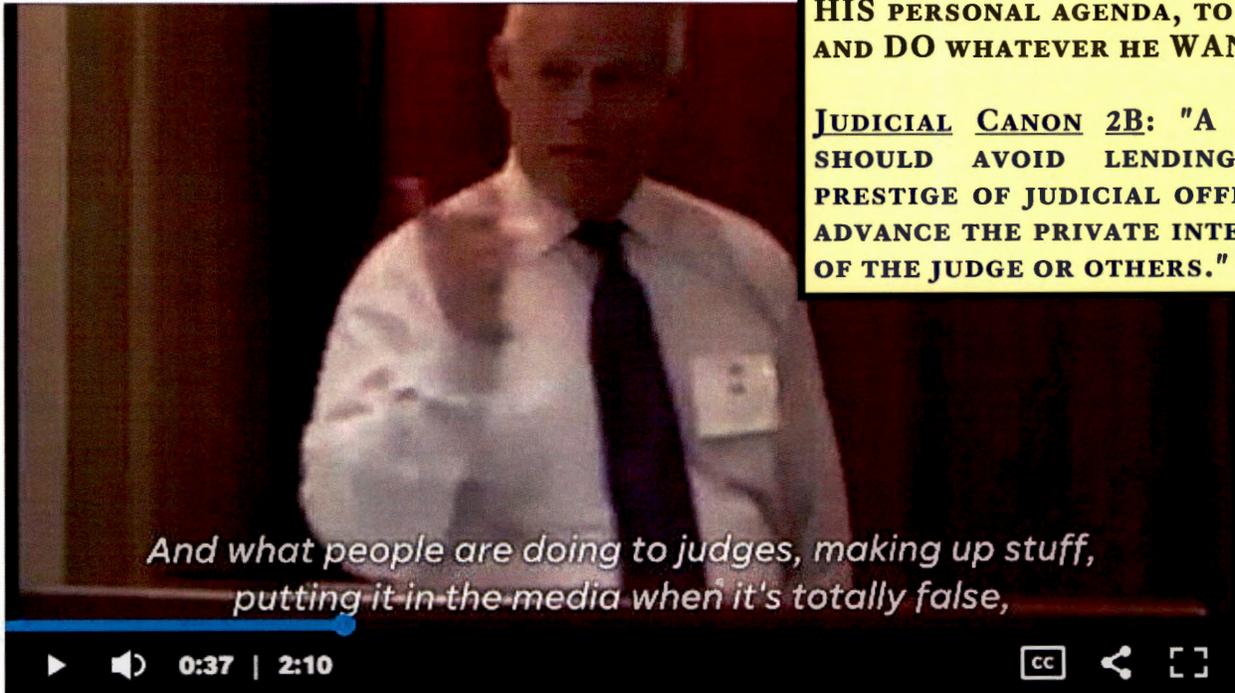
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JUDGE MICHAEL W. BINKLEY IS MANIPULATING AND LYING TO PEOPLE AGAIN! USING OUR COURT PODIUM TO PROMOTE HIS PERSONAL AGENDA, TO PLAY AND DO WHATEVER HE WANTS!

JUDICIAL CANON 2B: "A JUDGE SHOULD AVOID LENDING THE PRESTIGE OF JUDICIAL OFFICE TO ADVANCE THE PRIVATE INTERESTS OF THE JUDGE OR OTHERS."

And what people are doing to judges, making up stuff, putting it in the media when it's totally false,

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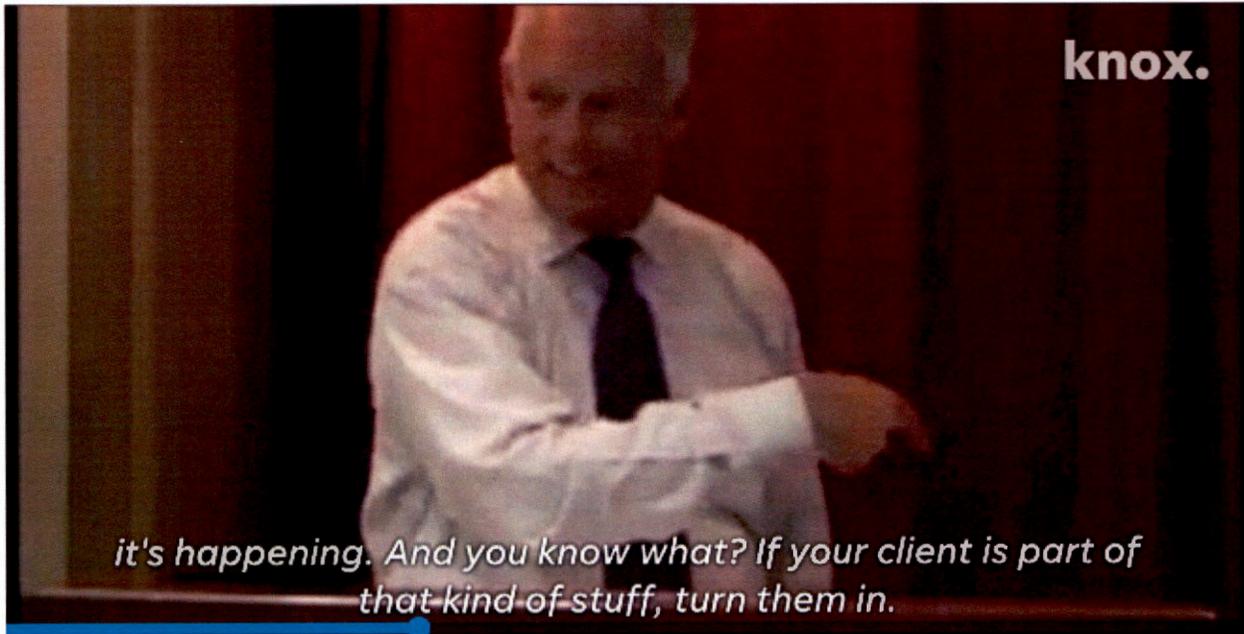
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AT TIMES A PICTURE IS WORTH A THOUSAND WORDS! THAT LOOK IS HATE! WHAT DOES JUDGE MICHAEL BINKLEY HATE SO MUCH?

THREE THINGS (APPARENT FROM THIS VIDEO RANT):

- 1.) Our **FIRST AMENDMENT** (which ironically he swore an oath to protect.)
- 2.) The **MEDIA...** who have the power to **EXPOSE** his indiscretions, when he acts badly!
- 3.) Worst of all: the **TAXPAYERS** who employ him, when they reach out to the media for **HELP**, after shockingly learning that the "Court" doesn't even pretend to treat people "**equally**", "**impartially**", or "**fairly**", as we were taught that it does. Nor did the "Court" act or show the slightest care about my "**Constitutional Rights**"! As if they didn't even exist!

While we can't find a single person within the judicial system or any supervisory boards (all funded by the taxpayers), who are willing to lift a single finger to help save our **LIVES!** Sometimes literally for **YEARS! Like ME. Though never arrested in my life!**

THAT IS WHEN SOMEONE WHO IS NOT WILLING TO BE BULLIED & TRAMPLED ON ANY LONGER, HAS TO RISK THEIR LIVES, TO STAND-UP TO THESE MONSTERS, TRYING TO FORCE A JUDGE TO OBEY THE LAW, OR GET ARRESTED LIKE MORELAND!

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I CAN THINK OF VERY FEW THINGS MORE DISGRACEFUL, THAN A "JUDGE" THREATENING THE PEOPLE WHOM HE HAS SWORN TO PROTECT AND SERVE!

If you can watch this VIDEO and still believe the "Binkley Bull", that "Judge" Michael W. Binkley is really a man of integrity and honor, who selflessly cares about and serves the PEOPLE of the State of Tennessee, equally and impartially, then I can't help you. I hate to say it, but you might deserve "Plantation Law"; which is based upon the "Master/Slave" relationship, not equality, impartiality, fairness. Instead it's about domination, power, and servitude at all COSTS!

I didn't DESERVE it though! I had NO IDEA how absurdly compromised the "judicial" system is within Middle Tennessee. I never had any problems with the "law", I took no interest in the "law", I believed what we were taught in grade school about the Declaration of Independence, the Constitution of the United States of America, about my inalienable human rights, along with our State and Federal Constitutional Rights, which we are so fortunate to have here in America!

Then I went into Court for a routine divorce, and learned that NONE of that provided me with ANY protection, without the POWER to literally FORCE the JUDGE to OBEY the LAW! Judge Michael W. Binkley allowed his close and trusted family friend, Attorney Virginia Lee Story, to fraudulently assassinate my character, to the point that she even depicted me as a SERIAL KILLER: "Wife would request... that Mediation be waived... Wife is concerned for her safety and for the safety of those participating in the Mediation process." (R.v1, Page 115, Paragraph 8). Honestly the TRUTH, my "Rights", the Constitution, any Federal or State Laws, the "Judicial Canons", Professional Conduct, basic ethics, fairness, equitable distribution, loss mitigation, ensuring that both parties can simply survive, meant NOTHING in that "Court"!

Incidentally, my ex-wife told me a year earlier that she didn't want "mediation", because she thought that she would get a more favorable Judgment, than we were advised was "FAIR" (with all factors considered), by a Financial Expert and "Collaborative Divorce" professional, we had previously hired. So she spent OUR money on an ARMY of Attorneys instead!

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IN THE SLIDE ABOVE, JUDGE BINKLEY ADMITTED THAT HE HAS SEEN LAWYER(S) BEING UNETHICAL. (Not surprising, probably every Judge has.)
THE "CONFESSION" COMES WHEN JUDGE BINKLEY ADMITTED,
"I'VE NEVER TURNED IN A LAWYER IN MY ENTIRE CAREER."
THAT IS WHERE JUDGE BINKLEY BROKE THE RULES, BY HELPING TO HIDE IT!

TENN. R. SUP. CT. 2.15 (RESPONDING TO JUDICIAL AND LAWYER MISCONDUCT)

- (A) A judge having knowledge that **another judge** has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects **shall inform the appropriate authority.**
- (B) A judge having knowledge that **a lawyer** has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects **shall inform the appropriate authority.**
- (C) A judge who receives information indicating a substantial likelihood that **another judge** has committed a violation of this Code **shall take appropriate action.** (This is one place where the COURT OF APPEALS grossly VIOLATED the RULES in my case!)
- (D) A judge who receives information indicating a substantial likelihood that **a lawyer** has committed a violation of the Rules of Professional Conduct **shall take appropriate action.** (This is another place where the COA VIOLATED the RULES in my case.)

Comment: [1] **Taking action to address known misconduct is a judge's obligation.** Paragraphs (A) and (B) impose an obligation on the judge to report to the appropriate disciplinary authority the known misconduct of another judge or a lawyer that raises a substantial question regarding the honesty, trustworthiness, or fitness of that judge or lawyer. **Ignoring or denying known misconduct among one's judicial colleagues or members of the legal profession undermines a judge's responsibility to participate in efforts to ensure public respect for the justice system.**

LAWYERS MUST also Report Both Judicial and Lawyer Misconduct: Tenn. R. Sup. Ct. 8.3 (REPORTING PROFESSIONAL MISCONDUCT).

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members are there. We all, I think would agree 110 percent, have some of the best times we've ever had. It is so much fun.

"I pay for my own gas. I pay for my — whatever I pay for," Binkley said.

Binkley addressed the trips after attorney Connie Reguli filed an emergency motion to suspend the proceedings in a case involving her client, Sam Clemmons, until they could complete an open records request into the emails to learn the extent of the trips.

The judge denied that motion.

He stressed that there's nothing wrong with lawyers and judges having a good time outside of work, "as long as you're not doing anything improper."

"People can assume whatever they want to. That's their business. But we're not so stupid, irresponsible or violating rules and getting special treatment out on a lake house boat, where you're all sitting around having a good time," Binkley said.

Story, who represents the defendants in Clemmons' case, said the trips at Center Hill Lake are only one day, despite emails that show the trips spanned three days, from Friday through Sunday.

"I don't know of any other profession that has to (argue against) each other every day in court and be adversaries, and fight for your clients zealously, but then we expect them to go out and go to bar functions and seminars, and sit across the aisle from each other and be friends," Story said.

"There's no way you can do that unless you have a mutual respect for each other. Respect for the way that you represent your client, and respect for the way that you carry on your family life."

Reach Elaina Sauber at esauber@tennessean.com, 615-571-1172 or follow @ElainaSauber on Twitter.

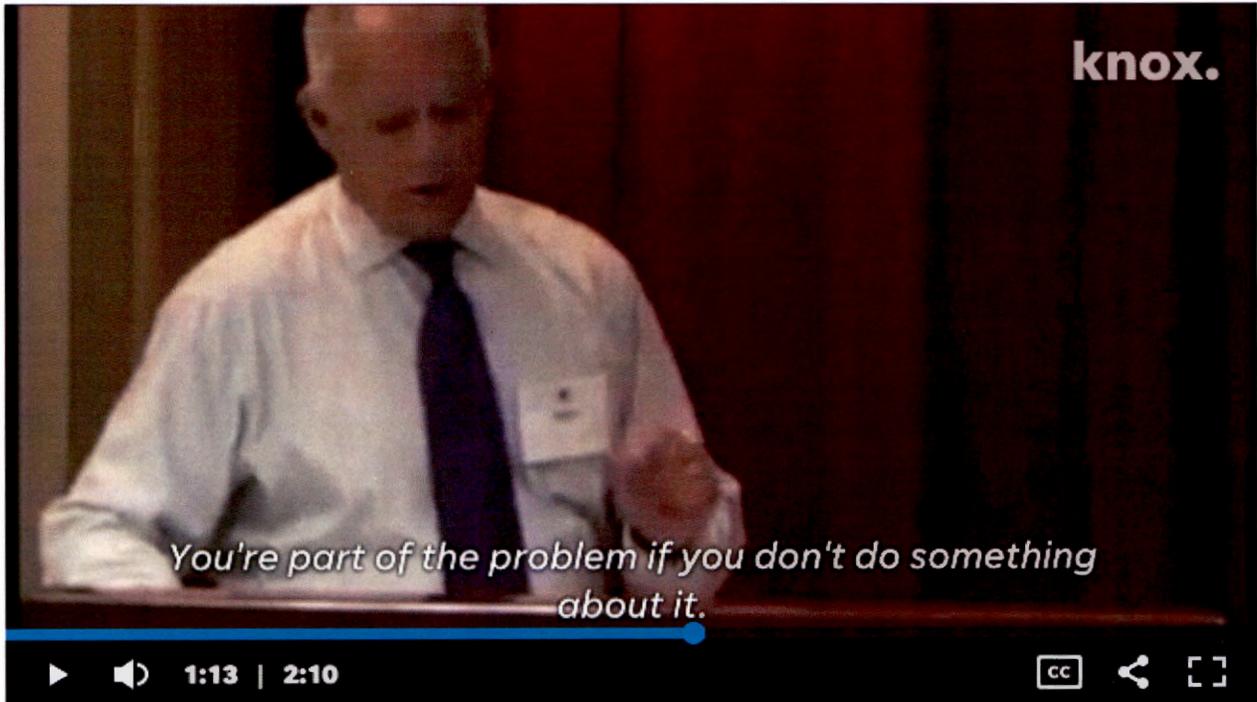
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Judge: 'Revenge is mine'

**ABOVE WHERE JUDGE MICHAEL W. BINKLEY SAYS:
"I'VE NEVER TURNED IN A LAWYER
IN MY ENTIRE CAREER."**

CORRECTING OR REPORTING MISCONDUCT IS NOT "OPTIONAL" FOR A JUDGE!

NOW THIS MAY SOUND HARSH, BUT HERE IS HOW I INTERPRET HIS CLAIMS:

- 1.) I've never obeyed the Judicial Canons or the Rules of Professional Conduct.
- 2.) I let my "FRIENDS" lie, misquote and break the law, court orders... do whatever they want!
- 3.) I want to party and play games with Attorneys! I want all the respect and the power, of a Judge, without acting honorably, respecting the rights of others, or trying to remain impartial, "fair" (that's sometime in the fall...), and treating every person equally.
- 4.) I go with my gut feelings about people. Some of these deadbeats need to be taught a lesson!
- 5.) I reign with an iron fist! Constitution? I AM THE LAW! Conduct? Get OUT of HERE!

CRIME & COURTS

Appeals court removes Tennessee judge from case with lawyer who revealed his secret arrest

Jamie Satterfield Knoxville News Sentinel

Published 10:00 p.m. ET March 21, 2021

[View Comments](#)



Judge: 'Revenge is mine'

A Tennessee judge vowed revenge just weeks before he slapped a lawyer with \$700,000 in sanctions in 2018. The

SEVENTY (70) EXAMPLES! NO, THAT DOESN'T SOUND LIKE A "BLACKMAIL LIST", THAT "JUDGE BINKLEY" KEPT IN HIS TOP DESK DRAWER FOR A "RAINY DAY", OR THAT HE PURCHASED FROM A "FRIEND", OR THEY GAVE HIM AS A SPECIAL "FAVOR"!

Judge Binkley admitted he NEVER turned in an Attorney IN HIS ENTIRE CAREER, until NOW, for a "Vendetta" no less, connected with an alleged Prostitution Sting he got Arrested in, and Expunged by a Convicted Felon.

Nah... this doesn't sound like "ORGANIZED CRIME", it's just another day at Court in Middle Tennessee! (Doesn't it ever get embarrassing?)

So WHY hasn't Binkley been IMPEACHED YET for his TESTIMONY in this VIDEO alone? Oh... that's right, he's "connected"! How much do you think the State of Tennessee should OWE ME for 2-years of idiocracy?

I must admit, I have the feeling that Mr. Michael W. Binkley NEVER DESERVED to SIT in JUDGMENT OVER ME! WHY has the SCARY, INTIMIDATING, THREATENING, CRIMINAL, who HATES others having RIGHTS and FREEDOM been allowed to CRIMINALLY EXTORT my SILENCE ABOUT HIS and ATTORNEY STORY'S CRIMES AGAINST ME AND MY FAMILY FOR OVER 2-YEARS NOW? While not one prestigious "Member of the Court" can scratch their head, and think that maybe my 10,000 hours worth of WORK, while not asking for a penny, just to GET FREE from 600-MILES AWAY, might actually have some MERIT?

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A Williamson County judge was convinced a Nashville lawyer with a reputation for legal trash-talking had exposed his secret.

Vengeance, Circuit Court Judge Michael Binkley publicly and repeatedly vowed, would be his.

“My day will come,” Binkley told a courtroom of attorneys.

Just weeks later, it did, court records show.

Binkley slapped the attorney, Brian Manookian, and his legal partner with more than \$700,000 in sanctions in a hotly contested battle between warring lawyers in a lawsuit.

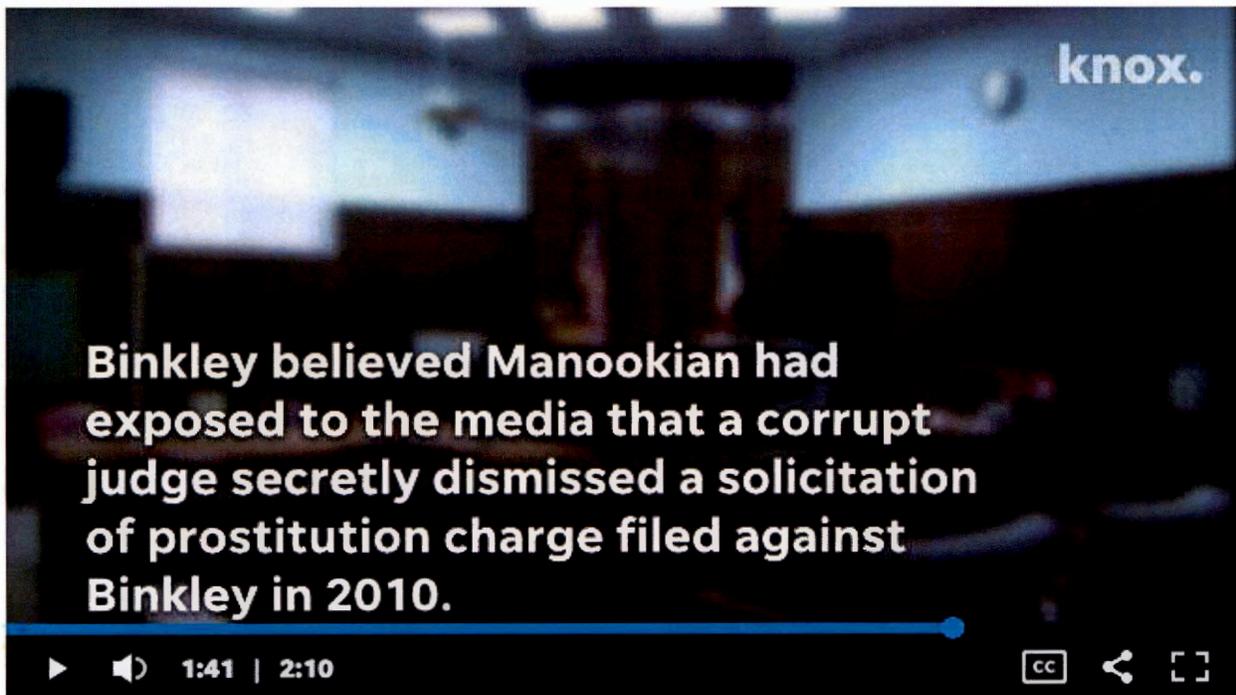
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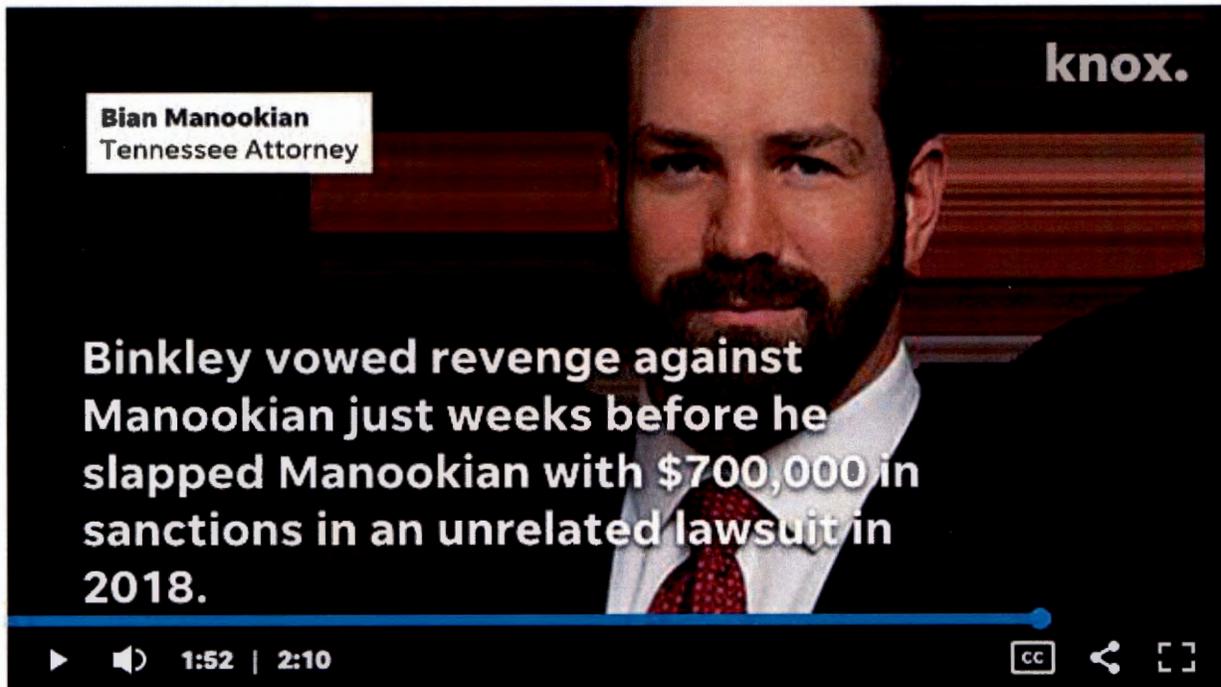
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Former Nashville judge Casey Moreland

Former Nashville Judge Casey Moreland pleaded guilty in May, admitting he attempted to bribe an ex-paramour and that he conspired to steal from a program for recovering drug addicts.

Now, a state appellate court is booting Binkley off the bench in that case and striking down his sanctions order in an opinion that lays bare the very thing Binkley wanted to hide.

Binkley had been caught in a prostitution sting in 2010, two years before he was elected to the bench. But one of Tennessee's most powerful judges — former Davidson County General Sessions Court Judge Casey Moreland — erased all record of it.

Emails show Williamson County judge, lawyer planned vacation together

IT'S NOT ABOUT MONEY OR DISCUSSING ACTIVE CASES, IT IS ABOUT THE FLAWS OF HUMANITY, THE UNCONSCIOUS STRINGS OF THE HEART, **THE FACT THAT THE KNOWN AND TRUSTED PARTY WILL ALWAYS HAVE AN ADVANTAGE OVER THE UNKNOWN**, ESPECIALLY WHEN THERE'S A LARGE DISPARITY BETWEEN CLAIMS!

Tennessean.

WILLIAMSON

How close can judges be with lawyers? Emails including Williamson Co. judge raise questions

Elaina Sauber The Tennessean

Published 5:00 a.m. CT Aug. 30, 2018

Williamson County Judge Michael Binkley sent an email to his wife in April 2016 to let her know a weekend lake trip organized for several judges and attorneys had been rescheduled to ensure the couple could attend.

"Looks like they made the lake party the second weekend so that you and I could be there. Very nice!! Put it on your calendar," Binkley wrote.

But the attorney who invited Binkley also had an active case before the judge in circuit court.

Three days before Binkley sent that email, the plaintiffs in a case he was overseeing, Sam and Shannon Clemmons, filed a motion asking the judge to recuse himself. Binkley later denied the motion.

One of the defense attorneys in the Clemmons' case, Virginia Story, invited Binkley, as well as his brother, Davidson County Judge Joe Binkley, on weekend trips in August 2015 and August 2016 featuring a houseboat, a lake house and dinners, according to emails obtained by USA TODAY NETWORK - Tennessee.

The Tennessee Administrative Office of the Courts refused to provide any emails about the trips, which were sent to or from judges' government-issued email addresses, claiming that the emails were not subject to inspection. This was in spite of the fact that the administrative office had previously produced some of those emails to another public records requester. The administrative office was specifically asked for those already-produced emails, but refused.

The lake trip emails sparked questions by the Clemmonses about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with

Emails show Williamson County judge, lawyer planned vacation together

attorneys in those cases.

Attorney James Oglesby, who said he's attended the trips in past years, said they are held at Center Hill Lake, and confirmed Story — the defense attorney in the Clemmons' case — hosts them.

The emails didn't raise concerns for the Tennessee Board of Judicial Conduct, which is the state's sole authority for investigating and reprimanding sitting judges who violate judicial conduct rules.

In a letter sent to the Clemmonses in March, responding to their 144-page complaint about Binkley, board chair and Judge Chris Craft noted that proof of a judge's ethics violation must be "clear and convincing."

"The investigative panel did not feel such a burden could be met in this case," Craft wrote.

The complaint was dismissed.

Binkley did not return a request for comment.

WHENEVER YOU SEE AN ALLEGED "PUBLIC SERVANT", REFUSING TO COMMENT, IT IS THE SAME AS "PLEADING-THE-FIFTH", IN CIVIL COURT. IT MEANS THEY ARE PROBABLY GUILTY!

'You're going to get yourself into trouble'

It's unrealistic to expect a person to relinquish all their personal relationships with fellow attorneys once they become a judge, said Charles Geyh, an Indiana University law professor and expert in legal and judicial ethics.

But judges should be careful, Geyh said, if activities go beyond a casual lunch or social event.

Judges should never preside over cases when they're close friends with any of the attorneys involved, Geyh said.

"You start vacationing with people, and you're going to get yourself into trouble," he said. "It's not cool if it reaches the point of creating the perception that there are lawyers who have special access (to the judge)."

Tennessee judges must recuse themselves from presiding over cases in which their impartiality might "reasonably" be questioned, according to the state code of judicial conduct.

"People with whom you socialize actively, vacation with, enter business relationships with - there's nothing wrong with continuing to do that after (you become) a judge," Geyh said. "You just can't hear cases in which those lawyers make appearances before you."

Emails show Williamson County judge, lawyer planned vacation together

'Just something you do'

It's unclear how many attorneys and judges were invited to or attended the boating trips in 2015 and 2016. One email from Story about the 2015 trip was sent to Michael Binkley, Joe Binkley, Williamson County Judge Joseph Woodruff, and more than a dozen Williamson County attorneys.

Some attorneys who were included in the emails and contacted by The Tennessean for comment said they didn't think judges and attorneys vacationing together was an issue.

"I don't think it's any business the public needs to have. It's just something you do," said Lori Thomas Reid, a Franklin family law attorney who was included on one of the emails.

Attorney Michael Fort said the trips are harmless and likened them to events held by the Tennessee Bar Association or American Inns of Court, an organization comprised of local chapters of lawyers, judges and other legal professionals.

"I don't understand the concern about it," he said.

It's common for lawyers' families to accompany them on the trips, Fort said.

"It's not a place for conversation on cases. You've got kids running around and swimming and (water) skiing," he said. "It's a place to let that guard down a little bit and personalize everybody."

Oglesby echoed those sentiments, saying the trips are "purely a social thing."

Story did not return a call for comment.

Judges required to report some gifts

When a judge won't recuse themselves from a case, it's rare for higher courts to overrule them, said Richard Flamm, a California-based attorney who has published books on judicial and lawyer disqualification.

"When it comes to disqualifying judges, there never seems to be enough of a reason," Flamm said. "There's very little case law you can find when moving to disqualify a judge."

It's unclear whether attorneys paid for any of Judge Michael Binkley's expenses on the 2016 lake trip. If they did, that could prove problematic.

THE STATE OF TENNESSEE HAS NO LEGAL AUTHORITY OR JURISDICTION TO FORCE THE PEOPLE TO SUBMIT & PARTICIPATE IN A SYSTEMICALLY BIAS, PARTIAL, AND CORRUPT COURT SYSTEM! WE ARE AMERICAN CITIZENS!

Emails show Williamson County judge, lawyer planned vacation together

"If the attorney inviting the judge is paying for the lodging and the judge's meals, then the judge is accepting gifts of more than ordinary social hospitality," Flamm said. "That's improper."

Tennessee judges are required to report to the Administrative Office of the Courts certain gifts they receive from outside parties, including attorneys.

For example, a judge must report gifts valued at more than \$250. A judge must also report money received from "extrajudicial activities," such as giving a lecture or speech.

Binkley reported that he didn't receive any gifts in 2016 or 2017, according to public compensation reports filed with the Administrative Office of the Courts.

Rule 10 of the Code of Judicial Conduct says judges may accept "ordinary social hospitality," but does not elaborate on what that includes.

In other states, judges cannot accept gifts or go on paid trips with attorneys who are involved in a case over which those judges are presiding.

Louisiana judge Robin Free accepted an all-expenses-paid trip on a private jet to a Texas ranch in 2010 that was organized and paid for by attorneys with a personal injury case before the judge at the time.

Four years later, the Louisiana Supreme Court determined Free had violated its code of judicial conduct, and suspended him for 30 days without pay and imposed a \$7,000 fine, according to Reveal News, with the Center for Investigative Reporting.

In May, county court judge Maria Ortiz in Miami, Fla., agreed to pay a \$5,000 fine for failing to report free hotel stays and gifts she and her husband received, according to the Miami Herald. Florida judges are required to report all gifts that could give the public reason to question their impartiality.

Reach Elaina Sauber at esauber@tennessean.com, 615-571-1172 or follow @ElainaSauber on Twitter.

IF THE TENNESSEE BOARD OF JUDICIAL CONDUCT HAD USED A TINY BIT OF "6TH GRADE COMMON SENSE", OR SHOWED THE SLIGHTEST BIT OF CARE OR KNOWLEDGE ABOUT HISTORY, THE WORLD OVER, THROUGHOUT THOUSANDS OF YEARS, AND FIXED THIS ETHICALLY IN 2018, IT WOULD HAVE SAVED YEARS OF MY LIFE, AND WELL OVER A MILLION DOLLARS OF LOSSES IN MY LIFE ALONE! WHILE I KNOW THAT MANY OTHER PEOPLE AND FAMILIES HAVE LIKEWISE SUFFERED GREATLY FROM THIS PROFESSIONAL NEGLIGENCE (BORDERING UPON TREASON). REFUSING TO PRIORITIZE PROTECTING THE JUDICIAL INTEGRITY OF THE STATE OF TENNESSEE, OVER THE PLEASURES OF PLAYING "COURT" WITH THEIR FRIENDS! (ASK A HOMELESS PERSON, THEY'LL SHOW MORE ETHICAL FORTITUDE & "COMMON SENSE" THAN THE ELITE JUDICIARY HAS IN THIS AREA!)

Tennessean.

WILLIAMSON

Williamson County judge says there's nothing wrong with boat trips he takes with lawyers

Elaina Sauber The Tennessean

Published 6:00 a.m. CT Sep. 24, 2018

A Williamson County judge said he isn't doing anything wrong when he takes boat trips with lawyers, and he denied an attorney's emergency motion for time to try to learn more about the trips.

Judge Michael Binkley confirmed in emails obtained by the USA TODAY NETWORK - Tennessee that he would attend a three-day lake trip in 2016 with several attorneys, including one who had an active case before him at the time.

More: How close can judges be with lawyers? Emails including Williamson Co. judge raise questions

"If the public is as smart as everybody says they are, most people who have any common sense are going to say, 'What is wrong with judges and lawyers having fun together?' Nothing," Binkley said during an open court hearing on Aug. 30, the same day the USA TODAY NETWORK - Tennessee published a story about the Center Hill Lake trips.

Binkley, who didn't respond to a request for comment before that story published, said at the hearing he looks forward to the boat trips each year.

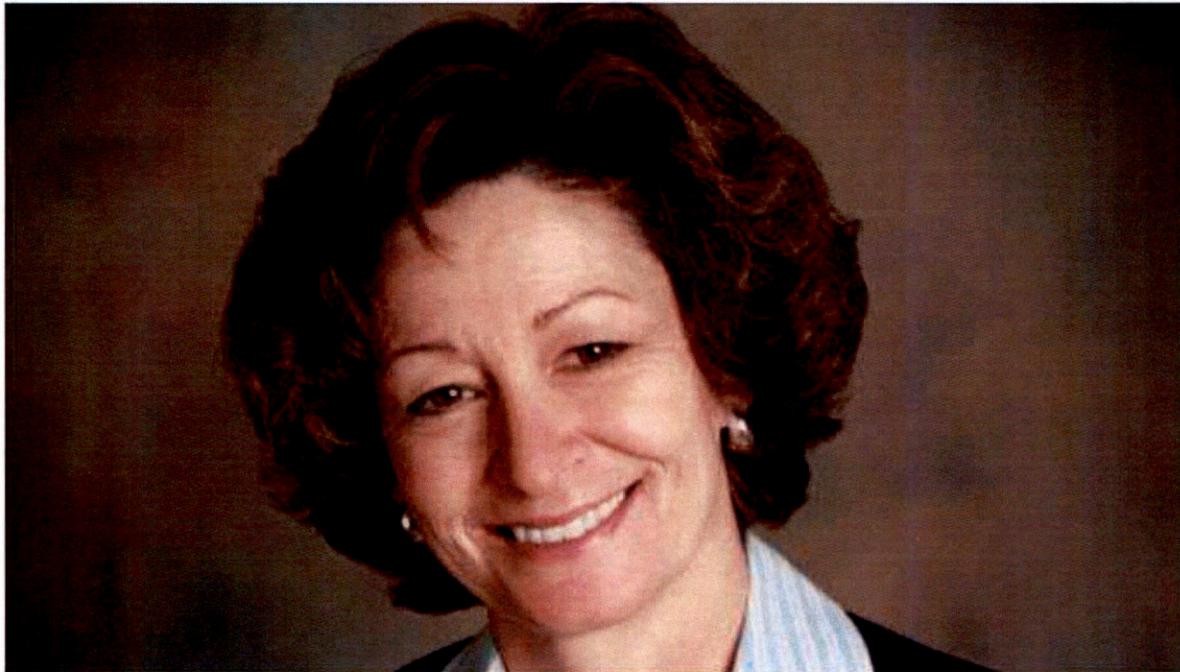
Virginia Story, the attorney who invited Binkley on the trip in 2016, had an active case before the judge in circuit court, which sparked questions about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with attorneys in those cases.

Story, who attended the hearing where Binkley discussed the trips, said they were "benign."

"They are absolutely a blast," Binkley said. "I am with my friends, who are lawyers. Some family

Home > Feature Stories > Attorney Feature

Trial Lawyer's Building It's in Their Blood: Virginia Lee Story



By Attorney at Law Magazine 📅 April 20, 2016

We sat down with Virginia Lee Story to discuss the law practice here in Franklin which has expanded to a practice with 12 attorneys since the inception in 1985. Story practices with Joanie Abernathy, Neil Campbell, Julia Stovall, Nick Harris, Steve Garner, Casey Ashworth, Diane Crosier, Katye Yarbrough, Nathan Luna & Jill Hudson.

AALM: Tell us about the founding of your office.

Story: Franklin, Tennessee is a wonderful town of growing families and businesses. When I graduated from Lipscomb University and started law school in Nashville, I began to migrate toward the Williamson County line to

work with our current clerk and master, Elaine Beeler and Mr. Dan Beeler.

I purchased a historic building in downtown Franklin. Unfortunately, an arson attack forced me to purchase my current location. In 2004, the new county courthouse – we call it the new courthouse even though it's now over 10 years old. I have been very lucky thus far in my real estate adventures and when the county announced that they were building the courthouse across the street from our law office, we were thrilled. We can now be in court in one minute.

Being a small town practice was my goal. I feel like I made the right choice for my family. My husband and I have owned Clean Earth Sanitation, Inc. and now are developing and building, Williamson County is the land of opportunity. Our children were educated in Williamson County Schools and Battle Ground Academy after grammar school which has shaped their career paths. The spiritual vibe of Williamson County has also been a source of strength for our family and my career.

AALM: What first drew you to the legal field?

Story: My father practiced law for 60 years in Kentucky. He took me to the courthouse with him when he prosecuted cases from age 12. He became the attorney for the county in condemnation proceedings acquiring the property known as the land between the lakes. While real estate law was never for me, my husband and I have been developing property for the last 10 years. I guess the real estate bug laid dormant for a time.

When I graduated from the Nashville School of Law, I was originally drawn to criminal law and did a fair amount of work in that area. As Williamson County became more of a family community, my practice began shifting toward family law. That has been my major focus for the past 25 years. I have been practicing in Williamson County for 31 years. The law has been my passion every day.

AALM: Tell us about your team.

Story: We have grown from two lawyers to 11. I have been practicing with my best friend, Joanie Abernathy, for more years than either of us care to admit. We met in law school. We have been fortunate to practice with a growing group of strong lawyers, including Neil Campbell, Julia Stovall, Nick Harris, Casey Ashworth, Diane Crosier, Steve Garner, Nathan Luna, Katye Yarbrough and Jill Hudson.

AALM: How do you and your partners balance running a business with practicing law?

Story: We are all autonomous in our practice. Each partner is their own boss. I do not dictate how they practice law, how many hours they work or their caseload. The attorneys and staff in our office are professionals and that is all I need to say about their balance. My balance is slightly weighted toward a workaholic but every year I say that I am going to find a better balance. Running a business came easy to me, I am frugal and therefore run a pretty tight ship on the overhead. The business part of the practice is time consuming but it is very worth it when you develop a system and are able to share a space with the nicest lawyers that provide a warm and productive environment in which to work.

AALM: Are there any cases that affected the way you approached the law?

Story: Yes, there were two high-profile criminal cases when I started in Franklin that shaped me as a lawyer. Both were murder trials and required a vast amount of dedication. They taught me to work hard, be prepared and something that perhaps cannot be taught, except by your parents, and that is to truly care about the clients you represent and their families but also about the victim's families.

AALM: As you look to the future, how do you see your firm evolving?

Story: I see our firm continuing to do what they do best and that is representing our clients to the best of our ability and if you do a good job then it is rewarded. We opened an office in Westhaven community in 2013 and I see that location as being a growth opportunity to serve the needs of clients.

AALM: Who are your legal heroes and how do you aspire to emulate them?

Story: My father, James E. Story taught me humility and how to practice law to the best of my ability. My mother, sisters and brothers keep me grounded. Growing up in a home with eight to 10 people at a time, only two small bathrooms and three bedrooms, certainly provided me with the tools I have come to use in my Rule 31 mediations. My best friend and partner for 30 years, Joanie Abernathy, has taught me that if you cannot say anything nice, don't say anything. There is no finer person that I know. She is genuine to the core. Justice Cornelia Clark, who was one of our circuit court judges when I began practicing, is so knowledgeable of the law and compassionate for her constituents. Her professional demeanor in everything she does is impeccable. Judge Don Harris and Judge Henry Denmark Bell both taught me to work hard and be prepared every day in court. If I was not prepared, they would sure let me know! They all inspire me as well as many others including my husband Richard Horn of 30 years who has supported my career tirelessly and our children who have sacrificed having a stay at home mom.



Attorney at Law Magazine

Attorney at Law Magazine is a national B2B trade publication for and about private practice attorneys. The magazine focuses on the industry, its events, happenings and the professionals and firms that drive its success. The editorial is a collaboration of interviews with professionals, industry expert penned columns and articles about advancing your legal practice through marketing, practice management and customer service.

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 2, 2019 3:01 PM
To: Jeff Fenton; Fawn Fenton; Virginia Story
Subject: 1986 Sunny Side

Jeff,

Curious if you are in Tennessee gathering your personal property this week.

Sincerely,

Tommy Anderson

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

Jeff Fenton

From: Virginia Story <virginia@tnlaw.org>
Sent: Friday, October 4, 2019 2:14 PM
To: Jeff Fenton
Cc: Heidi Macy; Kathryn Yarbrough; Tommy Anderson
Subject: RE: Fenton v. Fenton

Categories: 5-Email: Present to Court

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,
Virginia



Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

***Note** This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail or the information contained in it is strictly prohibited. If you have received this e-mail in error, please immediately notify the person named above at once by telephone. Thank you.*

From: Jeff Fenton
Sent: Saturday, September 28, 2019 1:52 PM
To: Virginia Story <virginia@tnlaw.org>; elaine.beeler@tncourts.gov
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>
Subject: RE: Fenton v. Fenton
Importance: High

Hello Ms. Story,

YES!

Jeff Fenton

From: [Tommy Anderson <tom@tommyanderson.us>](mailto:tom@tommyanderson.us)
Sent: Saturday, October 5, 2019 5:15 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Jeff,

Checking in to see if you will be vacated 1986 Sunny Side by 5pm today Saturday October 5, 2019.

Sincerely,

Tommy Anderson

On Friday, October 4, 2019, [Virginia Story <virginia@tnlaw.org>](mailto:virginia@tnlaw.org) wrote:

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,

Virginia



Virginia Lee Story

Attorney at Law

136 Fourth Avenue South

Franklin, TN 37064

(615) 790-1778

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 12:24 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

On Friday, October 4, 2019, Virginia Story <virginia@tnlaw.org> wrote:

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,

Virginia



Jeff Fenton

From: [Tommy Anderson](mailto:tom@tommyanderson.us) <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 1:54 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Categories: 5-Email: Present to Court

Jeff will be out by tonight. I just went by & met him & his mother at Sunny Side.

Tommy

On Sunday, October 6, 2019, [Tommy Anderson](mailto:tom@tommyanderson.us) <tom@tommyanderson.us> wrote:

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 6:35 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

THE CLOSING FOR OUR HOME WASN'T FOR THREE MORE WEEKS, ON 10/29/2019, SO WHY WERE WE BULLIED SO MUCH? ATTORNEY STORY HAD NO LEGAL AUTHORITY! THEY HAD MONTHS WITH THE HOUSE BY THEMSELVES (WHILE MY STUFF WAS STOLEN)! WHY WAS I ONLY ALLOWED 5-DAYS WITH MY ELDERLY MOTHER TO BOTH PACK AND MOVE MY 2,500 SQFT HOME? WHO MADE STORY GOD? AND THE AUCTIONEER HER ENFORCER, I PAID? A GANG OF LAWLESS THIEVES & THUGS!

Thank you Jeff for leaving with your possessions today. We drove by & you were headed out the driveway.

Sincerely,
 Tommy Anderson

Maio

Fenton

THIS INSTRUMENT WAS PREPARED BY

Bankers Title & Escrow Corp.
 5107 Maryland Way, Ste. 115
 Brentwood, TN 37027
 P19-10267A-BW

SAMUEL F. ANDERSON
 STATE OF TENNESSEE
 NOTARY PUBLIC
 DAVIDSON COUNTY

STATE OF TENNESSEE
 COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$ 324,360.00

[Signature]
 Attorney

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF October, 2019

[Signature]
 Notary Public

MY COMMISSION EXPIRES: 11/3/20
 (AFFIX SEAL)

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GL Properties, LLC	GL Properties, LLC	
1986 Sunnyside Drive	101 Creekside Crossing #1700195	013J-A-035.00-000
Brentwood, TN 37027	Brentwood, TN 37027	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

NOTICE OF JUDICIAL VACANCY

**Circuit Court, Division III
21st Judicial District
Williamson County**

Pursuant to Tenn. Code Annotated § 17-4-308(d), notice is hereby given that the Trial Court Vacancy Commission will meet in the 21st Judicial District to initiate the process of filling the vacancy in the Circuit Court, Division III, occurring on September 30, 2023, following the retirement of Judge Michael W. Binkley on September 29, 2023. The Commission will meet Thursday, August 31st in the Mayor and Aldermen Board Room in the Franklin City Hall located at 109 3rd Ave S., Franklin, TN 37064, at 9:00 a.m. CDT.

Applicants must be an attorney licensed in Tennessee who is at least 30 years of age, a resident of the state for five years, and must reside in the Judicial District. The Commission is committed to encouraging a diverse judiciary and welcomes all qualified attorneys to apply.

For an applicant to be considered for the judicial vacancy, the Administrative Office of the Courts must receive a completed application **by Wednesday, July 26, 2023 at 12:00 p.m. CST**. The application and instructions are available at <http://www.tncourts.gov/administration/judicial-resources>. A completed application includes: (1) the original signed (unbound) application; **and** (2) a digital copy of the application. The Commission encourages applicants to submit applications as soon as possible and communicate with the Administrative Office of the Courts to schedule hand-delivery or provide delivery tracking information for the original application to help ensure timely receipt by the deadline.

Any member of the public may attend the public hearing to express, orally or in writing, objections concerning applicant(s) for the judicial vacancy.

If you require an accommodation and/or have special needs because of a qualified disability, have questions about the Commission, or need to schedule hand-delivery or provide delivery tracking information for an application, please contact John Jefferson at the Administrative Office of the Courts at John.Jefferson@tncourts.gov or 615-741-2687.

This the 6th day of July, 2023.

Williamson County Judge Michael Binkley to retire a year after reelection

Asked why he would retire a year after winning an eight-year term: 'Why not?'

BY MATT MASTERS

JUL 12, 2023

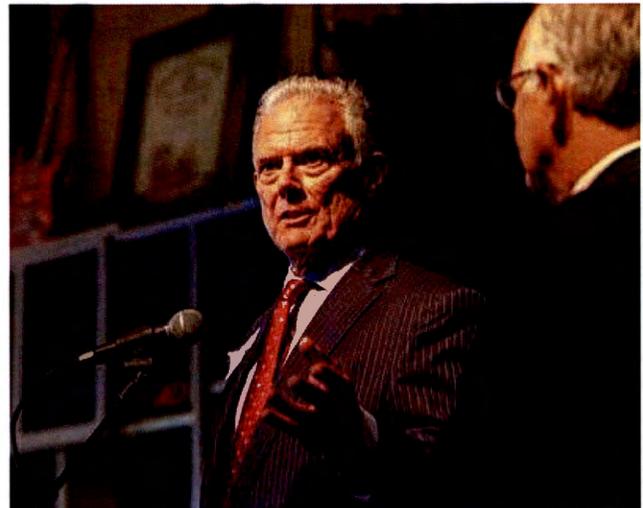
Williamson County Circuit Judge Michael W. Binkley will retire in September despite having been reelected to the bench just shy of one year ago.

Binkley, 72, is set to retire on Sept. 29, after serving 11 years on the bench and a 35-year career as a trial lawyer in private practice.

When asked why he would retire after campaigning for and winning re-election to the eight-year term in 2022, Binkley responded, "Why not?," adding that he has other things that he wants to do with his life.

"I have thoroughly enjoyed being a trial judge for the last 11 years," Binkley told *Post* sister publication *The News*. "I have really enjoyed serving the judiciary as well as serving the citizens of Williamson County. I have been honored to hold this position, and I've really enjoyed it. Going forward, I look forward to opportunities in my life, inside the law and, mostly, outside of the law."

In 2021, Binkley told voters and supporters that the role of judge "gives me the opportunity



Judge Michael Binkley addresses supporters at Franklin's Puckett's Grocery and Restaurant during a reelection campaign kick-off event for himself and fellow sitting Judges James Woodruff and Deanna Johnson.

Matt Masters

to do the right thing each and every time, and it's worked for me, and that's exactly what I intend to continue to do."

Binkley's time on the bench has not been without controversy after he was caught in a prostitution sting in 2010, two years before he became judge. Fallout from that incident has played out in the courts and through ethics complaints.

Binkley has also been the subject of the "Investigate Michael W. Binkley Circuit Court Judge" Facebook page, which was created in 2017.

According to the Tennessee Administrative Office of the Courts, applications to fill the judicial vacancy will be accepted until July 26, and on Aug. 31, the Trial Court Vacancy Commission will hold a public meeting in Franklin to discuss the vacancy and applicants.

A replacement will then be appointed by Gov. Bill Lee. The appointee will serve until the next general election, when voters will elect a replacement.

Qualified applicants must be licensed attorneys who are at least 30 years old who have been residents of the state for five years and are residents of the 21st Judicial District.

This story was first published by our sister publication The News.

Matt Masters

Supreme Court of Tennessee Blog

A legal blog dedicated to covering the Supreme Court of Tennessee (and other interesting legal issues)

Tag Archives: Sandy Garrett



The Tennessee Justice System Has a Bigoted Personnel Problem. Unfortunately, the Bureaucrats Responsible for Overseeing It Don't Care.

🕒 June 12, 2019 📁 First Amendment, Rules of Professional Conduct 📌 Daniel Horwitz, Sandy Garrett, Tennessee Board of Professional Responsibility

By **Daniel Horwitz**:

It seems that almost every week now, government officials involved in Tennessee's justice system make headlines for their overt, unapologetic bigotry. In May of this year, for instance, Shelby County Criminal Court Judge Jim Lammey gained national attention after posting an article that referred to Muslim immigrants as "foreign mud" and said that Jews should "get the f**k over the Holocaust." Weeks later, Coffee County District Attorney Craig Northcutt provoked an initial wave of outrage after posting (among other disqualifying nonsense) that Muslims' "belief system is evil, violent and against God's Truth," only to outdo himself shortly thereafter when a video surfaced of him proclaiming that gay couples don't enjoy constitutional rights and would not be protected by domestic violence statutes within his jurisdiction. And today, the Knoxville News Sentinel reports that Knox County Sheriff's Detective Grayson Fritts recently declared that "federal, state and county governments should arrest, try, convict and 'speedily' execute people within the LGBTQ community" for participating in Pride parades.

These outrages are not isolated. They also are not surprising, given the shockingly indifferent way that such disqualifying conduct is treated by the bureaucrats who oversee Tennessee's justice system. And they will continue to occur over and over and over again until administrators like BPR Chief Disciplinary Counsel Sandy Garrett are replaced with competent, capable people who consider bigotry and misconduct by public officials at least as problematic as private attorneys loaning poor clients money so that they can pay their rent.

This is not an exaggeration. Tennessee's Board of Professional Responsibility—the shadowy, quasi-governmental body that regulates lawyers in Tennessee—has routinely turned a blind eye to racism and approached the absolute worst forms of misconduct with kid gloves under circumstances when the violators were participants in Tennessee's justice system. In 2014, for instance, a Shelby County District Attorney who was caught (and admitted) withholding exonerating evidence in a capital murder case received nothing more than a **public censure**. In other circumstances, misconduct in the form of **racist comments made by District Attorneys during prosecutions** were ignored by the body entirely. And indeed, **during an insane attempted power grab last year** that would have afforded the BPR wide-ranging authority to censor and prosecute a vast amount of constitutionally protected, private attorney speech, at Ms. Garrett's urging, the BPR itself sought to carve out a special disciplinary exemption for prosecutors who exercised racist peremptory challenges during jury selection.

By contrast, trivial violations that most reasonable people would not consider misconduct at all are met with fire and fury. For instance, in only the latest indication that Tennessee's BPR has lost both its purpose and its mind, the Board came down hard on one lawyer for what is apparently considered an egregious offense in this State: **Helping a poor client pay her rent**. Ultimately, the punishment he received was identical to the sanction that the BPR levied against the above-mentioned Memphis prosecutor who hid exonerating evidence in a capital murder case—a fact that says just about everything that needs to be said about the BPR, its judgment, and its priorities.

Most troublingly, though, Garrett's BPR has helped prevent serious misconduct by public officials from coming to light by aggressively prosecuting attorneys across the state for having the audacity **to speak up or speak out against judges**. Indeed, notwithstanding the absence of any conceivable harm to the public, there appears to be no surer way to guarantee severe professional sanction in Tennessee—including **summary, indefinite suspension**—than to stand up to a judge. Given this context, it is fair to wonder whether the culture of silence and censorship that Garrett's BPR fosters—whether deliberately or otherwise—serves to inhibit whistleblowing and **allows misconduct by public officials to fester unchecked for years**. Indeed, one wonders whether that's the point.

Year after year, bar associations and self-important bar leaders across Tennessee wonder aloud why the legal profession is consistently held in such low esteem by the general public. Curiously, the existence of bigoted judges and prosecutors, a **structurally inadequate indigent defense system**, and highly questionable behavior by professional regulators—both with respect to the way they treat practicing attorneys **and prospective lawyers**—never seem to come up as possible explanations. Certainly, the solutions sought by the BPR don't address any of the many legitimate reasons why the public would hold the entire legal system in low regard. Instead, to the exclusion of any justifiable priority, the approach of Tennessee's BPR has largely been to censor and prosecute lawyers who criticize governmental participants in a legal system that is failing daily.

Though few dare to challenge the BPR's behavior and priorities given credible fear of retaliation, it is past time that the BPR secured new leadership. As Garrett's BPR demonstrates year after year, the body quite simply lacks the judgment to oversee or regulate the practice of law in Tennessee. Having failed to do her job competently for long enough, the Tennessee Supreme Court should replace her. Alternatively, for the good of the profession, Garrett should do the honorable thing and resign.

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By

TECHNICAL RECORD

VOI 1
Appendix 2
13-1

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NO. 48419B
COA NO. M2019-02059-COA-R3-CV

FILED
JUN 15 2020
Clerk of the Appellate Courts
Rec'd By

APPEALED FROM
CHANCERY COURT
AT FRANKLIN TENNESSEE
MICHAEL W. BINKLEY CHANCELLOR
ELAINE B. BEELER, CHANCERY COURT CLERK

IN THE CASE OF
FAWN ██████████ FENTON
VS.
JEFFREY RYAN FENTON

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

VIRGINIA L. STORY
135 FOURTH AVE. SOUTH
FRANKLIN, TN 37064
ATTORNEY FOR APPELLEE

JEFFREY RYAN FENTON
17195 SILVER PARKWAY, #150
FENTON, MI 48430
PRO SE APPELLANT

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B McKinney CLERK
DEP. CLERK

**IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE**

FAWN [REDACTED] FENTON v. JEFFREY RYAN FENTON

**Chancery Court for Williamson County
No. 48419b
COA NO. M2019-02059-COA-R3-CV**

CERTIFICATE OF APPELLATE RECORD

I, Elaine B. Beeler, Clerk and Master, Williamson County Chancery Court, Franklin, Tennessee, do hereby certify that the following items herewith transmitted to the Court of Appeals are original or true and correct copies of all or the designated papers on file in my office in the captioned case.

1. Technical record attached to this certificate consisting of 709 pages contained in five volumes.
2. One volume of transcripts filed in my office on February 18, 2020, and authenticated by the Trial Judge or automatically authenticated under T.R.A.P. Rule 24(f).

1 Volume - Hearing Date August 1, 2019

3. No exhibits are included in the record.
4. No sealed documents and/or exhibits are included in the record.
5. No depositions are included in the record.
6. No exhibits and/or documents of unusual bulk or weight have been retained in my office.

This the 31st day of March, 2020.



Sara B McKinney
Elaine B. Beeler *D.C.*
Clerk and Master
Williamson County Chancery Court
Franklin, Tennessee

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FILED
 IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
 CLERK & MASTER
 AT FRANKLIN

████████████████████ 4 PM 3:34
 Plaintiff/Wife,)

v.)

JEFFREY RYAN FENTON,
 Defendant/Husband.)

FILED FOR ENTRY)

No. 48419 B

COMPLAINT FOR DIVORCE

Plaintiff, makes the following complaint for absolute divorce against, Defendant, and states as follows:

I.

Pursuant to Tenn. Code Ann. §36-4-106(b), Plaintiff has filed under seal the parties' statistical information, and further provides as follows:

Husband		Wife
Jeffrey Ryan Fenton	Full Name (and Maiden)	Fawn ██████ Fenton ██████████
1986 Sunny Side Drive Brentwood, TN 37027	Mailing Address	████████████████████ Brentwood, TN 37027
24 years	Length of Residence in TN	20 years
October 8, 1969 Washington	Date and Place of Birth	January 22, 1973 Nevada
Caucasian	Race	Caucasian
3	Number of this marriage	2
Divorce	How did prior marriages end	Divorce
12	Years of Education	16
Unemployed	Employer Name and Address	Addisson & Associates Architects, Inc. 3322 West End Avenue, Suite 103 Nashville, TN 37203

The parties were married on October 16, 2005 in Davidson County, Tennessee.

Plaintiff has resided in the State of Tennessee more than six (6) months preceding the filing of this complaint. The acts complained of were committed while the Plaintiff was a bona fide resident of Tennessee.

II.

There are no children born of this marriage.

III.

Plaintiff would show that the parties have been experiencing difficulties in their marriage and all attempts at reconciliation have failed, thus rendering the marriage irreconcilably broken. Plaintiff requests that she be granted a divorce based on the grounds of irreconcilable differences, or in the alternative, if the parties are unable to reach an amicable agreement, then Plaintiff requests that she be granted a divorce on grounds of inappropriate marital conduct.

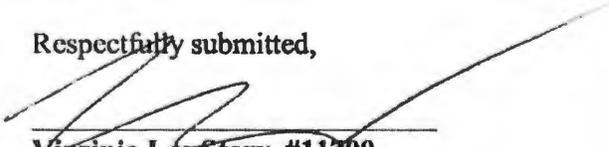
IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018. Husband refuses to work and has not paid the mortgage payment or assisted with the mortgage payment or the bills of the home. Wife has spoken to Husband and made every attempt to have the house listed and Husband previously agreed in 2018 but then refused. Wife cannot continue to pay the mortgage payment and allow Husband to stay in the house without financial help. Husband has rented two of the bedrooms out and he retains the rent. Husband ran up over \$10,000 in credit card debt in Wife's name. Wife has now had to file bankruptcy to manage the debt accrual which debt all in her name as Husband has not any credit since 2016. Wife requests that the house be sold immediately. Wife requests that she be awarded her attorney's fees.

WHEREFORE, Plaintiff prays for the following relief:

1. That Defendant be served and required to answer within the time allowed by law, his oath being waived.
2. That Plaintiff be awarded an absolute divorce from Defendant and be restored to all the rights and privileges of an unmarried person.
3. That the Court approve a Marital Dissolution Agreement, if entered into between the parties; or, in the alternative if the parties cannot reach an agreement, that the Court make an equitable distribution of the parties' real and personal property and the parties' debts.
4. That the Plaintiff be awarded reasonable attorneys fees; and that costs be taxed to Defendant.
5. For all other relief this Court may deem proper.

Respectfully submitted,



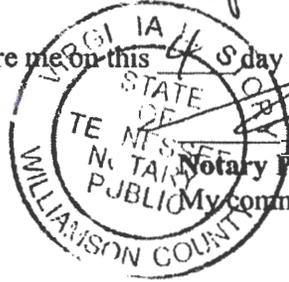
Virginia Lee Story, #11700
Kathryn L Yarbrough, #32789
Attorneys for Plaintiff
136 Fourth Avenue South
Franklin, TN 37064
(615)-790-1778
virginia@tnlaw.org
kyarbrough@tnlaw.org

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

I, Fawn [REDACTED] Fenton, after first being duly sworn in accordance with the law make oath that I am the Complainant in the foregoing Complaint for Absolute Divorce and that the facts stated therein are true and correct to the best of my knowledge, information and belief and that the Complaint is not made out of levity or by collusion with the Defendant, but out of sincerity and truth for the causes alleged in the Complaint.

Fawn Tiffanne Fenton
FAWN TIFFANNE FENTON

Sworn to and subscribed before me on this 4 day of June, 2019.



Notary Public

My commission expires: 9-24-22

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE

Fawn Tiffany Fenton

WILLIAMSON COUNTY
CLERK & MASTER
2019 JUN -4) PM 3: 35

vs. Jeffrey Ryan Fenton

FILED FOR ENTRY 6/4/19

NO. 48419B

TEMPORARY RESTRAINING ORDER

Pursuant to T.C.A. § 36-4-106 (d), it is hereby ORDERED as follows:

1. Each party is hereby restrained and enjoined from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing of any marital property without permission of the Court or by consent order.
2. Expenditures from current income to maintain the marital standard of living and usual and ordinary costs of operating a business are not restricted by this injunction. Each party shall maintain records of all such expenditures and provide copies to the other party upon request.
3. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning or allowing to lapse for non-payment of premiums any insurance policy of a party or in which a party or child of the parties has an interest without permission of the Court or by consent order.
4. Each party is restrained and enjoined from harassing, threatening, assaulting or abusing the other party and from making disparaging remarks about the other party to or in the presence of any children of the parties or to an employer of a party.
5. Each party is restrained and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence electronically stored or on computer hard drives or other memory storage devices
6. Each party is restrained and enjoined from relocating any children of the parties outside the State of Tennessee or for more than 50 miles from the marital home without permission of the Court or by consent order, except in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such latter case, upon the request of the non-relocating parent, the Court will conduct an expedited hearing to determine the reasonableness of the relocation and to make such other orders as appropriate. Nothing herein shall preclude the Court from revising, modifying or expanding the terms of this order pursuant to T.R.C.P. 65.07.

Entered this 4 day of June, 2019.

Deanna B. Johnson
Chancellor

Clerk's Certificate of Service

I hereby certify that a true and exact copy of the foregoing Order has been mailed or delivered to all parties and/or counsel of record.

This the 4 day of June, 2019.

Jacqueline Edwards
Clerk and Master

TRE

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN
CLERK & MASTER

FAWN ██████████ FENTON,)
Plaintiff/Wife,)
v.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 JUN 11 PM 1:04

FILED FOR ENTRY _____
No. 48419B

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.
2. I am a private process server in the State of Tennessee.
3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.
4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.
5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."
6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.



Heidi L. Macy
Notary Public
My commission expires: 6-19-22

NO ENTRY



FENTON RESIDENCE

1986 Sunny Side Drive

INVITED FRIENDS & WILDLIFE WELCOME!

~ ALL OTHERS ~



NO TRESPASSING

(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)

DELIVERIES: Please Leave at the Garage.

VISITORS: Confirmed Appointment Required in Advance.

EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.

ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

NO ENTRY to LAW ENFORCEMENT

or government representatives, except when responding to an alarm or direct call from within this residence.

◆ "Knock-and-Talk" is expressly Forbidden. ◆

▶▶▶ Please Don't Proceed Past the Ditch ◀◀◀ unless invited onto this property by the owners, or meeting the conditions above.

WHY SO VERBOSE? See what TN COURTS have DONE: www.TennesseeTrespassing.com
Audio & Video Surveillance in Use:

Violators will be Held Socially & Legally Accountable.
Call 800-442-4444 for more information. Stop. Don't. Proceed.
If you see NO ENTRY signs by our home, please do NOT enter our property.

Petition for Order of Protection and Order for Hearing

RECEIVED BY
Judges' Chambers
Date: 6-20-19 *dw*

48419 BF
Case # (the clerk fills this in):
FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 JUN 20 AM 8:39

In the Chancery _____ Court of Williamson _____ County, TN

Petitioner's name: (person needing protection)
(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)

FILED FOR ENTRY 6/20/19

WARRANTS

FAWN _____ FENTON

JUN 20 2019

first _____ middle _____ last _____

RECEIVED

Check if Applicable:

Petitioner is under 18 and this Petition is being filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602. This request is being made by _____ who is child's parent or legal guardian or a caseworker.

This request is being made by a law enforcement officer pursuant to TCA §36-3-619. Person on whose behalf this Petition is filed consents in writing to the filing and signs here

****PETITIONER'S CHILDREN UNDER 18 THAT PETITIONER BELIEVES ARE IN NEED OF PROTECTION:**

Name	Age	Relationship to Respondent	Name	Age	Relationship to Respondent
1. _____			3. _____		
2. _____			4. _____		

Respondent's Information (person you want to be protected from):

JEFFREY _____ RYAN _____ FENTON _____ 10/08/1969 _____
first middle last date of birth (MM/DD/YYYY)

1986 SUNNYSIDE DR _____ BRENTWOOD _____ TN _____ 37027
street address city state zip

Respondent's Employer: UNEMPLOYED _____
Employer's name Employer's phone #

Describe Respondent:

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> White	<input checked="" type="checkbox"/> Black	<input type="checkbox"/> Brown	Height 5'9"
	<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Grey	<input type="checkbox"/> Hazel	Weight 240
	<input type="checkbox"/> Black	<input type="checkbox"/> Blond	<input checked="" type="checkbox"/> Blue	Social Sec. # (Provided to Clerk's office if known) Do not list it here. XXXXXXXXXXXXXXXXXXXXXXX
	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Bald	<input type="checkbox"/> Green	Scars/Special Features
	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Brown	<input type="checkbox"/> Gray	Phone Number 615-837-1301 (Cell) 615-837-1300 (Home)
		<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	

RETURN TO CLERK & MASTER

04/30/2018

Form #OP2018-1

Petition for Order of Protection

9

page 1 of 6

Called 6/20 @ 16:00 left message

① Check all of the following that apply to the Petitioner:

Warning!

- Weapon involved
- Has or owns a weapon



- a. We are married or used to be married.
- b. We live together or used to live together.
- c. We have a child together.
- d. We are dating, used to date, or have had sex.
- e. We are relatives, related by adoption, or are/were in-laws. (Specify): _____
- f. We are the children of a person whose relationship is described above (Specify): _____
- g. The Respondent has stalked me.
- h. The Respondent has sexually assaulted me.
- i. Other: Harassment by text messages, e-mails - voicemail, Harassment

② List all children under 18 that you have: (none)

* Check here if listing addresses would put you or your child in danger. If so, leave any spaces for addresses blank.

Name of Child	Age	Is Respondent the parent of the child? (Write "yes" or "no")	Does the child need to be protected from the Respondent?	Child's address

③ Where else have the children (that you and Respondent have together) lived during the last 6 months?

Children's previous addresses

Who did they live with at this address?

④ Other Court Cases – Is there any court, other than this court, in which the respondent and petitioner are parties to an action? (including cases in which the parties have children in common)

Yes No If "Yes," fill out below:

County and State of other case:

Williamson TN

Case Number (if you know it):

Current 4849B

Kind of case (check all that apply):

Divorce Domestic Violence Criminal Juvenile Child Support

Other (specify): _____

⑤ **Custody Rights** – Does anyone besides you or the Respondent claim to have custody or visitation rights to the children that you and Respondent have together? Yes No If "Yes," who?

Name

Address

⑥ **Describe Abuse** – (use additional sheets of paper if necessary and attach to Petition)

Describe abuse, stalking or assault (include, IF APPLICABLE, information about abuse or fear of abuse to your child(ren), personal property or animals)

See attached.

Where and when did this happen?

Describe any weapons used.

I ask the court to make the following Orders after the hearing: (check all that apply)

⑦ **No Contact**
Please order the Respondent to not contact: me our children under 18, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.

⑧ **Stay Away**
Please order the Respondent to stay away from my home my workplace or from coming about me for any purpose.

⑨ **Personal Conduct**
 Please order the Respondent not to:
 Cause intentional damage to my property or interfere with the utilities at my home.
 Hurt or threaten to hurt any animals that I/we own or keep.

⑩ **Temporary Custody**
 Please give me temporary custody of our children.

⑪ **Child Support**
 Please order the Respondent to pay reasonable child support.

⑫ **Petitioner Support (if married)**
 Please order the Respondent to pay reasonable spousal support.

⑬ **Move-out / Provide other housing**
 Please order the Respondent to (check one): move out of our family home immediately
 or provide other suitable housing (if married)

Check here if your home or lease is in the Respondent's name **only**.

If the parties share a residence, please allow the Respondent to obtain his/her clothing and personal effects such as medicine and other things he/she may need.

⑭ **Counseling/Substance Abuse Programs**
 Please order the Respondent to go to a certified batterers' intervention program if one available in the area or a counseling program.

⑮ **No Firearms**
 Please order the Respondent not to have, possess, transport, buy, receive, use or in any other way get any firearm.

List all firearms that you believe the Respondent owns, controls, or has access to:

Type of Firearm (Pistol, Rifle, etc.)	Location
SigArms P220	
Glock 27	
Kel-Tec P3AT	
IWI Galil ACE, Mosberg Shotgun	

⑯ **Animals / Pets**
 Please give me custody and control of any animal owned, possessed, leased, kept or held by me, the Respondent, or the children listed above.

⑰ **Costs, fees, and litigation taxes**
 Please order the Respondent to pay all court costs, lawyer fees, and taxes for this case.

⑱ **Transfer the billing responsibility for and rights to wireless telephone number(s)**
 Please issue an order directing _____, a wireless telephone service provider, to transfer the billing responsibility for and rights to the wireless telephone number or numbers of petitioner since petitioner is not the account holder.

Current account holder (name): _____

Billing telephone number: _____

New account holder (name): _____

All telephone numbers to transfer to new account holder:

Telephone number (include area code): _____

Check box to include attachment with additional telephone number(s).

If the judge makes this order, you will be financially responsible for the transferred wireless telephone number or numbers, including the monthly service costs and costs of any mobile device associated with the wireless telephone number or numbers. You may be responsible for other fees. You must contact the wireless service provider to find out what fees you will be responsible for and whether you are eligible for an account.

19 Other Orders: (General Relief) _____

I also ask the court to:

1. Make an immediate Temporary Order of Protection. (*Ex-Parte Order of Protection*)
2. Notify law enforcement in this county of that Order.
3. Serve the Respondent a copy of that Order and Notice of Hearing to take place within 15 days of service.
4. Serve a copy of the Request, Notice of Hearing and Temporary Order on the parents of the Petitioner (if the Petitioner is under 18 years of age) unless the Court finds that this would create a serious threat of serious harm to the Petitioner. T.C.A. §36-3-605 (c)

Petitioner (parent/legal guardian/caseworker/law enforcement personnel) signs below in front of a notary public and swears that he/she believes the above information is true:

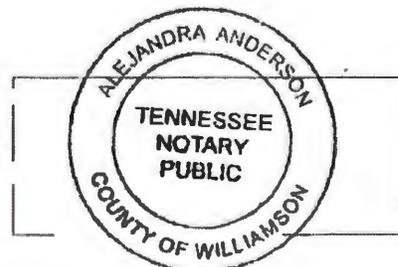
→ Gary T. Jensen Date: 19 Jun 2019

Notary fills out below (TCA §36-3-602) –

I declare that the Petitioner has read this Petition, and swears it be true to the best of her/his knowledge. Sworn and subscribed before me, the undersigned authority,

By (Print name of notary): Alejandra Anderson

On this date: 06/20/2019



→ _____
Notary or Court Clerk or Judicial Officer signs here Date notary's commission expires

The court finds good cause and will issue a Temporary Order of Protection.

236/20/19 MB.

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III
Petition for Order of Protection

The court does not find good cause and denies a Temporary Order of Protection - The court finds there is no immediate and present danger of abuse to the petitioner and denies the Petitioner's request for a Temporary Order of Protection. The court will set the matter for hearing.

ORDER FOR HEARING

The Petitioner and Respondent must go to court and explain to the judge why the judge should or should not issue an Order of Protection against the Respondent.

This hearing will take place on (date): 6/27/19 at (time): 9:00 a.m. p.m.
at (location): 135 4th Ave South Franklin, TN 37004

Michael W. Binkley
Judicial Officer's signature

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

Date 6/20/19

<p>Proof of Service of Petition, Notice of Hearing and Temporary Order of Protection: Respondent was served on (date): <u>6/20/2019</u> at (time): <u>1:28</u> by (check one): <input checked="" type="checkbox"/> Personal service <input type="checkbox"/> U.S. Mail per TCA §§ 20-2-215 and 20-2-216 (The Respondent does not live in Tennessee.) Server's signature: <u>[Signature]</u> Print Name: <u>Dr. Greg Wilkins</u> Petitioner was served on (date): _____ at (time): _____ by (check one): <input type="checkbox"/> Personal service Server's signature: _____ Print Name: _____</p>	<p>If the Petitioner is under 18 (and Petitioner is a social worker filing on behalf of a minor) and service of these documents would not put him/her at risk, the Clerk will serve and fill out below. (TCA § 36-3-605(c))</p> <p><i>I served the child's parents of copies of the Petition, Notice of Hearing, and Temporary Order of Protection by personal delivery or U.S. Mail on: (date): _____ at (address): _____</i></p> <p>Clerk's signature: _____</p>
--	---

Notice to the Respondent about Firearms

If the court grants the Petitioner's request for a Protective Order:

- You will not be able to have a firearm while this or any later protective order is in effect. You will have to transfer all firearms in your possession within 48 hours to any person who is legally allowed to have them. 18 U.S.C. §922(g)(8), TCA §36-3-606(f), TCA §36-3-625.
- You will not be allowed to buy a firearm until the court says otherwise.

My name is Fawn Fenton and I have been married to Jeff Fenton for 13 years. Jeff and I have been separated since April 22, 2018 and I have not seen him since sometime in April when we met to file our taxes. Prior to that I had not seen him since December 2018. I filed for divorce on June 4, 2019.

I am in fear for my safety based on the repeated harassment that has continued to occur. Over the last several weeks Jeff has sent me numerous text messages and lengthy e-mails talking about his intentions on ruining my life, causing me issues with my employer and clients at work, ruining my credit and financially ruining me. As a result of Jeff's continued verbal and emotional abuse and deliberate non-cooperation, I have filed for bankruptcy to preserve my finances. Upon finding out about the bankruptcy petition, Jeff became enraged and his incessant texts and e-mails have been upsetting and vindictive. Just as an example, from June 12 through June 16, Jeff sent me 12 e-mails all of substantial length, describing how he plans on ruining my life. I am attaching just a snapshot of my email account showing the number of e-mails sent from June 12-16. The length of the emails would be too long to attach; however, I have saved them all. In addition, Jeff continues to send me numerous text messages, some very lengthy. In some of the texts he uses derogatory language, calling me a "bitch." On June 14, 2019 he sent me 8 text messages within in less than 40 minutes. The next day, June 15, 2019 he sent me 16 text messages over the course of 4 hours, several of which were extremely lengthy. I have asked Jeff on several occasions to stop e-mailing and texting me, however, he continues to repeatedly harass me. At this point all of his communication to me is not consensual and I have relayed this to Jeff multiple times. On June 15, 2019 Jeff left me a voicemail on my cell phone stating that if I did not call him back or respond to his emails or text messages that he was going to "show up at my work or apartment to try to get some information out of me." I am fearful that he will actually show up at my work, as he has done so in the past and has sabotaged my work e-mails. Jeff has been employed in IT and is very tech savvy. In the past he was able to remotely log into my work computer and delete all e-mails that had his name in them. My company has already spent a considerable amount of money hiring a new IT support team to try and close loopholes and delete Jeff's access to our system, but we are still finding settings that reference Jeff's settings or route to his e-mails. Jeff has also threatened to post derogatory comments anonymously on the internet about both myself and my company. This cyber stalking could potentially cost me my job and career. I am fearful for what he may try to do now that I have filed for divorce and am not responding to his threats.

On June 16, 2019 in one of his lengthy e-mails he stated, "I wish we would have had an asteroid fall on our home and kill us (or at least me)", the day before I discovered your plans to divorce me." Jeff is a licensed gun carrier and has many weapons, and I am in fear of what he may to do me if this continues. Jeff refers to himself as a part of the "extraction team" and lives a very paranoid life. He installed extensive home monitoring at our marital residence including surveillance videos and audio recording systems.

The harassment has caused me undue emotional stress and anxiety. I am unable to sleep well, and his harassment is causing trouble in my day to day life. The continued texting and e-mailing are interfering with my ability to perform my job and I fear that if these things continue that I will reach a point of an emotional breakdown.

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

JRF: 002.1023.00

TNJudicial.org/ca/ft002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 23 of 719

	To	Subject	Received	
Yesterday				
→	Fawn Fenton	Jeff Fenton	RE: IRS Claim & Chapter 13 Bankruptcy... Sun 6/16/2019 4:49 PM	123 KB
	Where did you get copies of my bk docs? I have no obligation to communicate with you at all, but I'll clarify a few of your			
←	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	IRS Claim & Chapter 13 Bankruptcy (W... Sun 6/16/2019 2:02 AM	4 MB
	You break my heart! You absolutely refuse to share anything with me. Why was I never notified about the IRS claim for			
Last Week				
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	FW: Please DocuSign: Fenton App.pdf ... Sat 6/15/2019 11:28 PM	95 KB
	From: DocuSign System <dse@docusign.net>			
	Jeff Fenton	Fawn Fenton; Fawn Fent...	FW: Rothschild & Ausbrooks appointm... Fri 6/14/2019 6:11 PM	279 KB
	Fawn, You simply refuse to work with me in any way. One problem with you filing bankruptcy right now, is that you won't			
	Jeff Fenton	Ruth Stockell	RE: Rothschild & Ausbrooks appointm... Fri 6/14/2019 2:59 PM	94 KB
	Hello Ms. Stockell, I had no idea that Fawn was even considering filing for bankruptcy. Thanks. Jeff Fenton			
	Jeff Fenton	Fawn Fenton; Fawn Fent...	RE: Sunnyside house Thu 6/13/2019 1:49 PM	149 KB
	Fawn, I was just trying to absolutely guarantee that you received it. My apologies if you are yet more offended, by me			
	Fawn Fenton	Jeff Fenton	RE: Sunnyside house Thu 6/13/2019 1:24 PM	119 KB
	I have told you before, do NOT cc: this sort of shit to my work email address.			
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	RE: Sunnyside house Thu 6/13/2019 12:12 AM	255 KB
	Fawn Again, besides all that previously stated (below), I will establish for the court how critical having a HOME where I			
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	RE: Sunnyside house Wed 6/12/2019 11:33 PM	238 KB
	Fawn, I KNOW that YOU KNOW the information below, as we have discussed it several times. But just to be sure that you			
→	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	Re: Sunnyside house Wed 6/12/2019 9:32 PM	166 KB
	Fawn I have communicated with you on at least a half-dozen occasions my intentions to keep our home indefinitely in			
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	RE: Sunnyside house Wed 6/12/2019 5:35 PM	37 KB
	TN just passed a state law prohibiting local ordinances from outlasting short-term rentals but you are required to get a			
	Fawn Fenton	Jeff Fenton	Sunnyside house Wed 6/12/2019 4:47 PM	73 KB
	Jeff This is in response to some of your texts and emails recently. NO I am not at all ok with you adding doors or			

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° BTW, if you spend another penny on credit from here forward, for a divorce attorney or anything else, it will be irrefutable fraud.

Jun 14, 2019
18:37

The reason being, that YOU CLEARLY BORROWED THE MONEY (and spent it) with ABSOLUTELY NO INTENTIONS OF EVER REPAYING IT!

(Since you've already hired a bankruptcy attorney, which I've received multiple documented, time and date stamped, communications about today. Both on telephone answering machines, and via email.)

Does you family KNOW about this? Your mom will get notices in the mail, because you are on some of her credit cards.

Hopefully you thought through all of that.

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° I'm shocked! Especially at your timing! When we aren't even at the 50 yard line yet with our divorce.

Jun 14, 2019
18:39

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° So in ONE-YEAR of managing our finances by YOURSELF, you literally ushered yourself into bankruptcy!

Jun 14, 2019
18:42

While critically accusing me of "poor stewardship!"

The blindness of hypocrisy!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° To qualify for bankruptcy, you must be able to show that your debt far exceeds your ability to pay. Your debt and income levels are the main factors in qualifying for either a reorganization or liquidation.

Jun 14, 2019
19:05

Fawn: It doesn't look to me like you QUALIFY for bankruptcy currently.

Is that why you wanted to force your car insurance rates increase so much?

You need to be legally careful about this too! (Perjury/Fraud).

You may have qualified for a little while when you had negative cash-flow, but NOW you don't have negative cash-flow anymore. Instead, according to the numbers you gave me a few weeks ago, you should have a positive cash flow of \$400 - \$500 per month currently, which you could use to pay down your debt.

That explains the long delay, lack of excitement, and anger which you showed when I informed you that I had transferred the utilities into my name and taken over paying for them.

Now you are ethically on THIN ICE, once again!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° Remember all the personal property which you "signed for", when you moved-out-of the house too.

Jun 14, 2019
19:08

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° You can't keep what is closest to your heart, while taking what is closest to mine!

Jun 14, 2019
19:09

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° If you won't tell me if you've stayed current on the first and second mortgages here, then I'm calling both BCS and BOA, to explain the situation, and inquire.

Jun 14, 2019
19:15

So please just tell me honestly, so that we won't need to go through that inconvenience.

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° Or embarrassment.

Jun 14, 2019
19:15

From Jeff Fenton (615) 837-1301 [Attachment 1] Long message.txt Jun 15, 2019
To (615) [REDACTED] 01:01

From Jeff Fenton (615) 837-1301 All progress here just stopped, until we Jun 15, 2019
To (615) [REDACTED] know it is safe to continue. 01:09

From Jeff Fenton (615) 837-1301 You're going to ruin the rest of my life, aren't Jun 15, 2019
To (615) [REDACTED] you? 02:43

From Jeff Fenton (615) 837-1301 [Attachment 2] Long message.txt Jun 15, 2019
To (615) [REDACTED] 04:05

From Jeff Fenton (615) 837-1301 [Attachment 3] Long message.txt Jun 15, 2019
To (615) [REDACTED] 04:06

From Jeff Fenton (615) 837-1301 Yet regardless, the clock is ticking and you Jun 15, 2019
To (615) [REDACTED] are as determined as ever. 04:07

That breaks my heart! That I let someone in so far, who then chose to hurt me so bad. Neither of our lives shall ever be the same!

From Jeff Fenton (615) 837-1301 And FOR what? Jun 15, 2019
To (615) [REDACTED] 04:07

From Jeff Fenton (615) 837-1301 WHY is this an acceptable or even the Jun 15, 2019
To (615) [REDACTED] desired conclusion for you? 04:11

What happened to your FAITH?

What happened to THE TRUTH PROJECT?

What happened to iMARRIAGE?

What happened to "NO EXPECTATIONS!"?

WHAT HAPPENED TO MY TOOTIE?

1. Long message.txt

Now that I told my tenants about you filing bankruptcy, they are freaking out and are "keeping their eyes open" for another place to live. The financial relief that I'm giving you right now, of around \$1k per month, is holding nothing back for myself. If either one of my tenants bale, then I'll need more financial help from you to survive until both our bankruptcies and the divorce are finalized.

My tenants want to know if you are filing Chapter 7 or Chapter 13?

Are the mortgages paid current?

Are you including dumping our home in your bankruptcy?

They need reassurance, if you want their continued financial help.

Nobody is interested in living without any security, which is how you like to keep everyone who in any way depends upon you.

Are we transferring the utilities and car insurance back to you, and having you pay for my consumables again? I have no cash flow except for my tenants, which you are threatening now.

We need you to let us know what you are doi

ng, what you have planned now with this property, and how long we have to live here before it is all yanked away again?

Otherwise I want to trade you AGAIN for an apartment, and we can let this house go!

Otherwise I'll have no choice but an interim order, in order to survive.

Everything I do to try to help, you sabotage! If you continue to refuse to let me know where we stand, then I'll have no choice but to start calling your creditors and to file litigation to get answers, within the next week.

Chris asked me to just ASK YOU what is going on, what he can rely upon, and what he should expect. As I had to explain to him AGAIN, that you REFUSE to communicate,

unlike his ex, that you will not allow us to have ANY IDEA until it swallows us up! It is reaching the point of you becoming financially and legally liable for

transgressions reaching far beyond our divorce.

You refuse to allow me to survive without you!

We need some answers please!

2. Long message.txt

You completely sabotaged our marriage, out of nowhere, within a couple of months. Then you ruined your own life, within a single year, filing for bankruptcy, while making the best money of your life (which I got for you). Now you are out to take everything that's left of mine, which I have spent my life working for! I would be infinitely better off, if I had never met you!

YOU ARE POISON!

I tried to teach you to have HOPE and to DREAM with me. Now you are out to punish me for ever dragging you out of your dreary pit!

I don't know why I've spent so many years trying to protect you from the consequences of the horror which you have become!

You have raped and stolen everything that I ever had! Everything that I once had worked for, a decade before even meeting you! Everything that I spent the past 15 years trying to hold onto, between your volatile mood swings. Then when I had nothing left for you to feed on, you threw me away like yesterday's trash! While claiming not

to have loved me for over a year! What sort of savage are you?

I think you need to be seriously tested for having bi-polar personality disorder, like your uncle. That is a familial plague, when not treated.

I know of no other reason, for your completely irrational, uncompassionate, self-destructive behavior!

When you once were almost completely logic driven and goal focused like me! Where you didn't GET IN YOUR OWN WAY to success.

Now you are willing to kill yourself and everyone around you, simply to reach something which you had before meeting me, and you were never happy with.

I realized that once you had the house of your dreams (and quit thanking God daily for it), then the aquarium of your dreams, which I should have never allowed, as it sucked the life right out of us, and finally the car of your dreams, while you were more miserable than ever, that NOTHING WAS EVER GOING TO MAKE YOU HAPPY! That you had no clue what you really wanted. That you had betrayed a

decade of my life, trying to give you the desires of your heart, while you were ready to burn it all down within a single day! That I had erred in my pursuits, by seeking to add value to anyone's life other than my own.

Then somehow in YOUR MIND, you became the martyr, as you destroyed everything which we had both spent our lives building!

I have fought and fought, trying to prevent you from destroying everything which we had both worked decades for, in hope's that someday when you are sane again (after menopa

3. Long message.txt

(after menopause), there would be something left to return to. Yet you refuse to allow it! You WON'T leave ANY door open, through which to return!
In a little over a year, you have completely destroyed both of our lives!
What I sarcastically suggested in jest, upon learning of your betrayal of everything that I loved and lived for; suggesting that we burn our house down, since neither of us was fit or deserving of the labors, life, hopes, and dreams of the other, would now have been far better than where we both stand today!
What a sad and tragic end that your family's pride has brought upon our union. I hope that at the end of the day, you can look at your tiny apartment at 45 years old, while making almost a hundred grand per year, and thinking that this is as good as it is going to get, for the rest of your life. That your life has already hit its peak and is rapidly in decline. When with me all of our best years were still ahead of us, but you took a hand grenade to them all!
We needed a surgeons scalpel, and instead you chose a hand grenade. Now we are both forced to live maimed with the consequences, of what persuing your dreams, with an instable and uncommitted partner, costs!
I hope you remember, that WE ALMOST MADE IT! Before you pulled the pin and angrily threw the grenade to the floor. WE ALMOST MADE IT TOOTIE!
I see no evidence of anything that was worth it, in the past 15 years of my life now.
The only thing of substance which has walked out of it all with me, is Tweetie. The rest I will all see burning on the horizon as walk away!
That's the one side of me which you have yet to see, which you keep begging for, but I doubt you will like.
When I finally GIVE UP! I walk away, even if carrying nothing. And I REFUSE to ever look back, as my very survival depends upon it.
We've gotten close, but never quite made it. Now I feel us getting close again, but I promise you on that day, though you may consider it a victory
in advance, you will never remember that moment as such. While you will never have less and feel emptier than in that day, which you absolutely demanded come to pass. It brings tears to my eyes just knowing what you are forcing to be, having been there before myself and realizing the weight of that destiny defining choice.
Before I was always harder when forced to travel that road, now I don't even know if I have the strength to live through it. Yet regardless, the clock is ticking and you are as determined as ev

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

Jun 15, 2019
04:31

I will stay here until you, the banks, and the police carry me out of here. While they carry truckloads of old junk and my treasures out into the lawn. Where it and I will stay as neighbors stare and news crews broadcast, about what has become of this man abandoned and betrayed by his wife, losing his life's savings, with no retirement, very little social security, with everything he has left in his life, sitting out on the lawn with me, getting rained on, rusting, blowing around, as Williamson County tries to figure out what to do with this man and all his STUFF, with nowhere to go and no means of realistically supporting himself. Devastated by the betrayal of a "successful" woman, his wife, who couldn't steward her vocational success well enough to prevent her from self-destructing. Teaching us again that allowing a woman in a man's place, is a recipe for destruction. They haven't the strength, the tenacity, the humility, the love, to financially support others in their family, without feeling victimized, and taken advantage of, though men have been doing that for hundred's of years. Women want equality... yeah! Nobody on Earth wants equality! Everyone wants privelege! Well now you have the privelege of destroying both of our lives, and you seem hell bent to continue until we are on the nightly news. So then shall it be. Maybe we'll never get to bury Slim, Casey, and Noah in the back yard, but maybe you can me!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

I promise that you will end-up with one of two things in life, no matter what happens legally, in court, through negotiations, and childish power games.

Jun 15, 2019
04:41

Either I will have a HOME where I feel SAFE.
OR
You will have ME!

One or the other is a given, until the day we die!

Play whatever game you want, treating my life like Mark's strategy games, but I promise you that one of those two will always be true!

IF you really want to "get rid of me", you better start offering me some security, some stability, and helping to FREE ME. Otherwise, I'm trapped. I have nowhere to go!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

You "win" the grand prize for your selfishness: ME!

Jun 15, 2019
04:42

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

Until death do us part!

Jun 15, 2019
04:43

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

It's the first time in my life that I've ever viewed death as a reprieve, like you.

Jun 15, 2019
04:50

I figure the biggest challenge that I have remaining in life now, is to survive and stay reasonably comfortable, between now and the day that I die.

That is my main objective. To die reasonably comfortably.

I went from thriving on life, before I met you, to looking forward to death, after you stole my identity, emasculated me, and took away everything that I had to live for.

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

Like my puppy, you cold hearted bitch!

Jun 15, 2019
04:51

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

<https://www.pacer.gov/>

Jun 15, 2019
04:59

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

I'll be watching.

Jun 15, 2019
05:00

From Jeff Fenton (615) 837-1301 | And waiting for you to perjure yourself
To (615) [REDACTED] | again.

Jun 15, 2019
05:00

From: Jeff Fenton [REDACTED]
Sent: Sunday, June 16, 2019 2:01 AM
To: Fawn Fenton ([REDACTED] <[REDACTED]> [REDACTED] Fawn Fenton
<[REDACTED]>
Subject: IRS Claim & Chapter 13 Bankruptcy (Where do we stand?)

You break my heart! You absolutely refuse to share anything with me.

Why was I never notified about the IRS claim for 2015, 2016, and 2017? I've been asking for weeks about our 2017 refund which never showed up, yet you told me that you hadn't heard anything from the IRS.

The Proof of Claim filed by the Internal Revenue Service contains estimates for 2015, 2016, and 2017 Form 1040 Taxes in the amount of \$15,910.36, including penalties and interest. The income transcripts for 2015, 2016, and 2017 Form 1040 tax return, attached hereto, have not been processed by the Internal Revenue Service and reflects a lesser amount owed for that year. The Debtor is owed refunds for 2015 and 2017 and has mailed a payment in the amount of \$412.00 to the IRS for 2016.

So I'm confused about a few things, which I'm hoping that you can clear up, without me needing to waste more money on legal help, just to understand:

- Did the \$412 you mailed the IRS for 2016, take into account the 2014 & 2015 refunds which they already held in their possession?
- Is there a 2016 return, by which you calculated this amount to mail them?
- Can you please send me a copy of all correspondences with the IRS, since they involve me too?
- Do we still need to complete a return for 2016, or is that no longer necessary?

Regarding the house, I understand that you included both BCS and BOA in your list of creditors, and that they both plan to come to your hearing, but I'm unclear if you are trying to forfeit the house or retain the house through your bankruptcy?

- Are the first and second mortgage payments current?
- Is there anything which I need to be concerned about here?

That was nice that you did not attribute any ownership interest in anything to me... as though I'm not a part owner in the house, ext... and providing no amount for supporting me or my household... and that you listed my gun safe, treadmill, and weight set as your assets. Somehow you left all your art out, but I was surprised to see you disclose most of your guns.

Mostly I'm not angry about this, I'm just confused... and heart broken, that all of this could happen and you never even bothered to mention it to me. That you think that little of me.

I won't try to use any of this against you, or interfere in any way. I'm just sad!

So after your confirmation hearing on 7/15/2019, are you expecting anything to change regarding our possession/ownership of our home? How long after than until you expect the final "discharge of indebtedness", so that I can file. Or don't you even receive a discharge since it is a Chapter 13? Can you please find out how long I need to wait until after your hearing date to file Chapter 7 myself, without putting our home or other marital assets at risk? (Until then, I will be piling up default judgment after default judgment, because it is pointless to fight each of these claims in court.)

I would really appreciate it if you could please answer that question for me. I can see that now even though I'm ready and wanting to file bankruptcy, that I can't until after yours is discharged, because it doesn't allow both spouses to file separately yet simultaneously. So I'm going to need to keep bobbing and weaving for at least another month.

I had the Sheriff's Department here again the other day... the same bald guy as before. I just received two letters from attorneys, one to notify me again about the BCS default judgment again, and another which I have not opened yet. I spent an entire day gathering documentation for Rothschild to file myself, before they realized the conflict of interest, since they are already representing you.

I just can't handle all this turmoil and instability. I need to have some foundation to stand upon, in order for me to proceed. Right now, I have nothing, more literally than ever in my life.

So can you please give me some clue of what to expect here? It may be detailed in the 100+ pages of legal forms attached, but it is all overwhelming to me. I can't waste any more time on all of this right now.

Me and my roommates need to know where we stand.

So after your BK, do you have a plan for the divorce? You've shown absolutely no interest in working together towards a fair MDA. Are you planning another legal ambush, or to let sleeping dogs lie for a bit, or ??? It really is self-defeating to keep me guessing all the time... in the dark.... Because you know that it is impossible for me to

move forward and improve myself, when I have nothing in life that I can count on. When I don't know when I'll be legally attached next. When I don't even know how long I'll have a home, before I will be forced into the street.

If I was sitting there with you and another professional which you have some respect for, you would answer reasonable questions like that from them, but for some reason, you absolutely refuse to answer them for me.

No-one in the world will benefit more than you (and me) once I'm vocationally rehabilitated, working full-time in an area of interest and opportunity, and financially independent again! So why won't you offer me the most basic elements of security, like simply INFORMATION, so that I can leave the house and work towards reaching those goals, instead of waiting for years to pass by, expecting me to "do the right thing", while you refuse to provide me with the one simple ingredient necessary, for me to ever do that? Some simple assurance of safety? Some cease fire? Some timeline? Some opportunity to advance, without needing you to provide my basic financial needs?

I hate this whole fucking roller-coaster ride... where you are my opponent, instead of my partner! It was never meant to be this way!

I'm SORRY! I don't know what I could have done differently to prevent this outcome! But I'm so, so sorry that our marriage has ended in the absolute worst way imaginable... with us both broke, with nothing to our names, with no retirement, with us both in bankruptcy.

How could this be worse?

I wish we would have had an asteroid fall on our home and kill us (or at least kill me), the day before I discovered your plans to divorce me.

Jeff Fenton

METICULOUS.TECH

(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

Technical Consulting, Services, and Solutions,
When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

A Division of Meticulous Marketing LLC

Temporary Order of Protection (Ex Parte Order of Protection)

In the Chancery Court of Williamson County, TN

Case # (the clerk fills this in):
48419 B

Petitioner (person needing protection)

(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)
 FAWN ██████████ FENTON

2019 JUN 20 AM 8:41

first middle

RECEIVED BY
 Judges' Chambers

FILED FOR ENTRY

Date: 6-20-19

Check if Applicable:

Petitioner is under 18 and the Petition was filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602 by child's parent or legal guardian or a caseworker.

The Petition was made by a law enforcement officer pursuant to TCA §36-3-619 and Petitioner consented to the filing of this Petition by the law enforcement officer.

Petitioner's children under 18 protected by this Order: N/A

Name	Age	Relationship to Respondent	Name	Age	Relationship to Respondent
1. _____			3. _____		
2. _____			4. _____		

Respondent's Information (person you want to be protected from)

JEFFREY RYAN FENTON 10/08/1969
 first middle last date of birth

1986 SUNNY SIDE DR BRENTWOOD TN 37027
 street address city state zip

Respondent's Employer: UNEMPLOYED
 Employer's name Employer's phone #

Describe Respondent:

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other			
				Height	Weight	SSN	Other
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Black <input checked="" type="checkbox"/> Grey <input type="checkbox"/> Blond <input type="checkbox"/> Bald <input type="checkbox"/> Brown <input type="checkbox"/> Other: _____	<input type="checkbox"/> Brown <input type="checkbox"/> Hazel <input checked="" type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Grey <input type="checkbox"/> Other: _____	5'9"	240 LBS	(Provided to Clerk's office if known) Do not list it here. XXXXXXXXXXXXXXXXXXXXXXX	
				Scars/Special Features			
				Phone Number	615-837-1301		

Petitioner's relationship to the Respondent (Check all that apply):

- We are married or used to be married.
- We have a child together.
- We are relatives, related by adoption, or are/were in-laws. (Specify): _____
- We are the children of a person whose relationship is described above (Specify): _____
- The Respondent has stalked me.
- The Respondent has sexually assaulted me.
- Other: Harassment via text messages, emails, phone voicemail _____
- We live together or used to live together.
- We are dating, used to date, or have had sex.

RETURN TO CLERK & MASTER

This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

30
 page 1 of 3

LC
 5/6/20
 5:05
 01/01/17
 Form #OP2017-2

The Court having reviewed the Petition for Temporary Order of Protection and finding, pursuant to TCA §36-3-605(a), that Petitioner is under an immediate and present danger of abuse from the Respondent and good cause appearing, the court issues the following:

Warning!

- Weapon involved
- Has or owns a weapon



Orders to the Respondent:

- Do not abuse, threaten to abuse, hurt or try to hurt, or frighten Petitioner and/or Petitioner's minor children under 18.
- Do not put Petitioner and/or Petitioner's minor children under 18 in fear of being hurt or in fear of not being able to leave or get away.
- Do not stalk or threaten to stalk Petitioner and/or Petitioner's minor children under 18.
- Do not come about the Petitioner and/or Petitioner's minor children protected by this order (including coming by or to a shared residence) for any purpose.
- Do not contact the Petitioner and/or Petitioner's minor children protected by this order either directly or indirectly, by phone, email, messages, mail or any other type of communication or contact.
- If the parties share(d) a residence, Respondent must immediately and temporarily vacate the residence shared with the Petitioner, pending a hearing on the matter.
- If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List process as approved by local law enforcement personnel)

MP

- You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- Other orders: _____

Go to court on (date): 10/27/19 at 9:00 a.m. p.m.
 at (location): _____

You must obey these orders until the date of the hearing or until changes are made by the court. If you do not agree with these orders, go to the court hearing and tell the court why. If you do not go, the court can make orders against you. You have the right to bring your own lawyer. If you do not obey all orders on this form, you may be fined and sent to jail.

Only the court can change this Order. Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner tries to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be sent to jail for up to 10 days and fined up to \$50 for each violation

(TCA § 36-3-810)

Date: 10/20/19 Time: 3:15 a.m. p.m.

Michael W. Binkley

Judicial officer's signature
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

Warnings to Respondent:

A copy of this Order will be sent to all law enforcement agencies where Petitioner resides AND any court in which the respondent and petitioner are parties to an



This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

action. Any law enforcement officer who reasonably believes you have disobeyed this Order may arrest you.

If you hurt or try to hurt anyone while this Order, probation or diversion is in effect, you may face separate charges for aggravated assault, a Class C felony. (TCA § 39-13-102(c))

Proof of Service

The Respondent was served copies of the Petition, Notice of Hearing, and Temporary Order of Protection on:

(date): 6/20/2019 at (time): 6:38 a.m. p.m.

by (check one):

- Personal service
- U.S. Mail per TCA §§ 20-2-215 and 20-2-216 (The Respondent does not live in Tennessee.)

[Signature] # 21571
Server's signature Deputy Greg Wilhelm

If the Petitioner is under 18 and serving these documents would not put him/her at risk, the Clerk will serve and fill out below. (TCA § 36-3-605(c))

I served the child's parents copies of the Petition, Notice of Hearing, and Temporary Order of Protection by personal delivery or U.S. Mail on: (date): _____

at (address): _____

Clerk's signature: _____

This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

page 3 of 3

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK
WILLIAMSON COUNTY
REGISTER
2019 JUN 20 AM 9:17

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

FILED FOR ENTRY _____

MOTION TO DEEM HUSBAND SERVED

COMES NOW the Plaintiff/Wife, Fawn [REDACTED] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Deem Husband Served and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce on June 4, 2019.
2. Counsel for Wife hired a private process server, Lori Polk, to attempt personal service on Husband.
3. Ms. Polk attempted to serve Husband at his residence located at 1986 Sunny Side Drive, Brentwood, Tennessee on June 5, June 6, and June 8 to no avail. (See Affidavit of Lori Polk which was previously filed with the Court on June 11, 2019 and is attached to the Affidavit of Reasonable Efforts filed simultaneously with this Motion.)
4. Husband has installed numerous cameras around the home and posted a "No Trespassing" sign on the property. (Photo of sign is attached to Affidavit of Lori Polk.)
5. After Ms. Polk communicated that she was unable to serve Husband at the marital residence, counsel for Wife attempted service via certified mail as stated below. Counsel also mailed via U.S. first-class mail a copy of the Complaint which has not been returned by the post office. Based upon the numerous emails and texts from Husband to Wife, it is clear that Husband is aware of the Complaint and he is avoiding service. A copy of the Complaint has also been sent

KH 900

to Husband via email.

6. A file-stamped copy of the Summons and Complaint for Divorce was sent to Husband via certified mail, return receipt requested, on June 11, 2019. On June 17, 2019, counsel for Wife received the return receipt for the certified mail which had been signed. The signature on the return receipt is that of an adult roommate who is currently residing with Husband.

7. Wife believes that Husband is trying to evade service.

8. That Husband be deemed served pursuant to Tennessee Rules of Civil Procedure 4.04(1) which states that service is made:

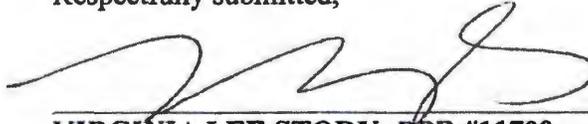
Upon an individual other than an unmarried infant or an incompetent person, by delivering a copy of the summons and of the complaint to the individual personally, or if he or she evades or attempts to evade service, by leaving copies thereof at the individuals dwelling or usual place of abode with some person of suitable age and discretion then residing therein, whose name shall appear on the proof of service, or by delivering the copies to an agent authorized by appointment or by law to receive service on behalf of the individual served.

9. That Wife has also filed an Alias Summons on June 11, 2019 requesting that service on Defendant be attempted by the Sheriff's Department. To date, the Sheriff's Department has not been successful in serving Defendant.

10. That counsel for Wife has made all attempts to obtain personal service on Defendant to no avail. (See Affidavit of Reasonable Efforts attached hereto as **Exhibit 1**.)

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Deem Husband Served and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,



VIRGINIA LEE STORY; BPR #11700

Attorney for Plaintiff/Wife
136 Fourth Avenue, South
Franklin, Tennessee 37064
(615) 790-1778
virginia@tnlaw.org

**THIS MOTION IS SET TO BE HEARD ON JULY 18, 2019 AT 9:00 A.M. ON THE
CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY
COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND
SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION
MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED**

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded by certified mail, first-class mail, and email to Jeffrey Ryan Fenton at Jeff@Meticulous.tech and 1986 Sunny Side Drive, Brentwood, TN 37027 on this the 20th day of June, 2019.



VIRGINIA LEE STORY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
CLERK & MASTER

2019 JUN 20 AM 9:17

FAWN ██████████ FENTON,)
Plaintiff/Wife,)
vs.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

FILED FOR ENTRY _____

No. 48419B

AFFIDAVIT OF REASONABLE EFFORTS

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.
2. On June 4, 2019, I filed a Complaint for Divorce on behalf of my client, Fawn ██████████ Fenton.
3. That I have sent a file-stamped copy of the Summons and Complaint to Defendant on June 12, 2019 via certified mail.
4. That I received a signed return receipt for the Summons and Complaint on June 17, 2019.
5. That upon information and belief the signature on the return receipt is that of an adult roommate that is currently residing with Defendant. Pursuant to Tennessee Rules of Civil Procedure if a party is avoiding service, the service may be accepted by an adult living in the home.
6. That I have also attempted personal service via a private process server, Lori Polk, who attempted service on three separate occasions to Defendant's residence to no avail (see attached Affidavit of process server). After the process was attempted, Husband posted signs that he would prosecute those entering the property.
7. The Defendant is clearly evading service of the Summons and Complaint for Divorce. In 2018, Plaintiff filed for Divorce and Defendant avoided service for several months costing her enormous expense and wasting considerable time. The Defendant has installed video

36

EXHIBIT
tabbles
1

and audio surveillance, blackout window shades, and physical gates and barriers specifically for the purpose of detecting and avoiding personal service.

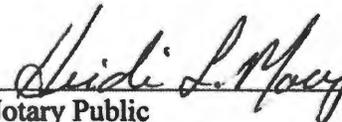
8. That Defendant should be deemed served pursuant to Tennessee Rule of Civil Procedure 4.04(1) so this matter may proceed to conclusion. This notice has been sent to the Defendant/Husband via regular mail and via certified mail with a copy of the Complaint. The Sheriff's Department now has the Complaint for Service as well as the Order of Protection.

FURTHER AFFIANT SAITH NOT.



VIRGINIA LEE STORY

SWORN to and subscribed before me this 20th day of June, 2019.



Notary Public
My Commission Expires: 6-19-22



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER

FAWN ██████████ FENTON,)
Plaintiff/Wife,)
)
v.)
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 JUN 20 AM 9:17 2019 JUN 11 PM 1:04

FILED FOR ENTRY 48419B FILED FOR ENTRY

COPIES

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.
2. I am a private process server in the State of Tennessee.
3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.
4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.
5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."
6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.



Heidi L. Macy
Notary Public
My commission expires: 6-19-22

filed return 6-11-19

RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by _____

2. I failed to serve a copy of this summons on the witness because avoiding service

3. I acknowledge being served with this summons on the date indicated below:

DATE OF SERVICE: June 8, 2019

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: Lori Polk

ADDRESS OF PROCESS SERVER (TRCP 4.01) 2801 Sanford Road, Nolensville, TN 37135

Signature of Notary Public or Deputy Clerk: Audi J. Macy

Commission Expires: 6-19-22



RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 2019, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. _____ to the defendant _____ on the _____ day of _____, 2019. I received the return receipt, which had been signed by _____

on the _____ day of _____, 2019. The return receipt is attached to this original summons to be filed by the Chancery Court Clerk and Master.

Signature _____ Address (TRCP 4.01) _____

Sworn to and subscribed before me on this _____ day of _____, 2019.

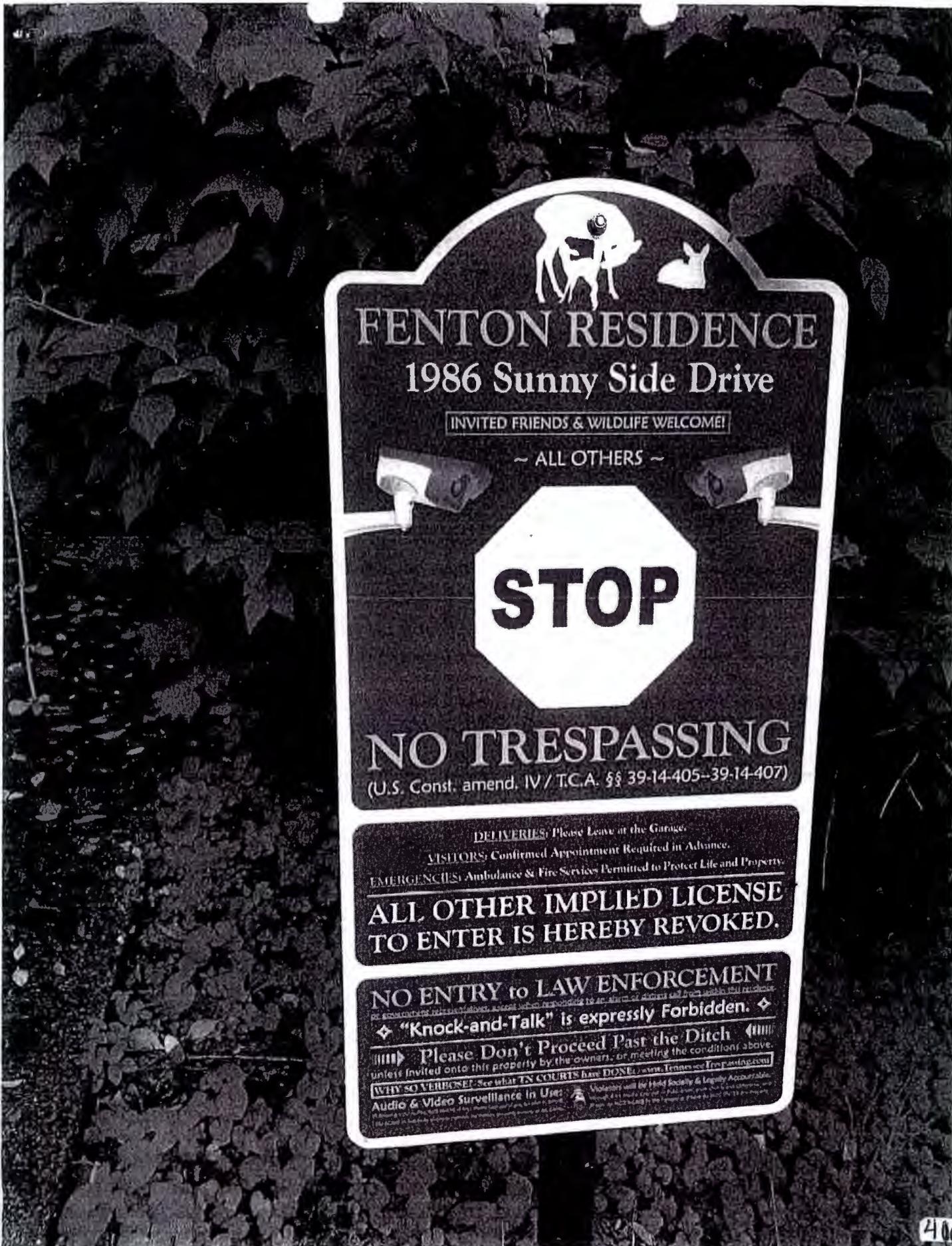
Signature of Notary Public or Deputy Clerk _____ Commission Expires _____

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

CLERK & MASTER

For ADA assistance, please call ADA coordinator: 615-790-5428



FENTON RESIDENCE
1986 Sunny Side Drive

INVITED FRIENDS & WILDLIFE WELCOME!

~ ALL OTHERS ~



NO TRESPASSING
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405-39-14-407)

DELIVERIES: Please Leave at the Garage.
VISITORS: Confirmed Appointment Required in Advance.
EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.
ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

NO ENTRY to LAW ENFORCEMENT
per government witness/subject, accept with no responsibility to inform of charges and from which all residence
◆ "Knock-and-Talk" is expressly Forbidden. ◆
◆◆◆ Please Don't Proceed Past the Ditch ◆◆◆
unless invited onto this property by the owners - or meeting the conditions above.
WHY SO VERBOSE? See what TN COURTS have DONE! www.TennesseeTrespassing.com
Audio & Video Surveillance in Use: Violators will be Held Socially & Legally Accountable.
Please do not proceed past the ditch or into the driveway unless invited by the owners or a sign posted in the driveway.
© 2013 Fenton Residence. All rights reserved. No portion of this sign may be reproduced without the written permission of the owner.

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ORIGINAL

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
v.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 JUL 17 PM 1:16

FILED FOR ENTRY _____

No. 48419B

MOTION TO SELL THE MARITAL RESIDENCE

COMES NOW the Plaintiff/Wife, Fawn [REDACTED] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Sell the Marital Residence and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce against Husband on June 4, 2019.
2. As of the date of the filing of this Motion, Husband has not filed an Answer to the Complaint for Divorce.
3. Wife currently has an *Ex Parte* Order of Protection against Husband as the result of the domestic abuse she has incurred by Husband.
4. The marital residence is located at 1986 Sunnyside Drive, Brentwood, Tennessee.
5. Wife has not resided in the marital residence since April 2018 at which time she moved into her own apartment as the living situation at home had gotten unbearable.
6. After Wife moved from the marital residence she continued to pay the mortgage and utilities for the marital residence up until the Spring of 2019 when she could no longer afford to keep paying all of the bills on her own.
7. As the result of her financial constraints, Wife filed for bankruptcy in April 2019. The Trustee has agreed to allow Husband and Wife to sell the marital residence as the house will have sufficient equity to pay off the first and second mortgage holders if it is put

VH-ALC

on the market and sold immediately. If, however, Husband continues to reside in the home without paying the mortgage, foreclosure proceedings will begin and the parties will be charged late fees, attorney's fees, foreclosure costs and closing costs. If the foreclosure begins, then the parties will have no equity in the property.

8. As part of the bankruptcy agreement Wife agreed to continue paying Bancorp South's second mortgage payments to avoid foreclosure as they would not allow the parties time to list the house through the divorce. Therefore, Wife is paying the second mortgage while Husband lives in the house for free and collects rent from two (2) roommates that he has moved into the home. The balance on the second mortgage is approximately \$54,000.00. Bank of America holds the first mortgage with a balance of approximately \$240,000.00.
9. Wife tried to convince Husband to put the house in the market in the fall of 2018 as finances were getting tighter, however, Husband would not agree on anything and Wife believes that Husband will again try and do whatever he can in order to stall this process.
10. Husband has threatened Wife, previously making the following statements:

"I promise you, it will cost you more if we sell than if we don't!" and "I will not fix it up for sale, and I will not live in it while it's on the market." (Text message July 27, 2018)

"If you choose to fight me on this, I will leverage every penny of this home which I legally can, plus it's future value to leave it in my will to whomever will fund my legal battle with you, no matter how complex the case, or how many appeals that it requires." (Text message March 27, 2019).

"I will work and fight to my death, to never allow you or anyone else to TAKE this property from me...." (Text message May 25, 2019).

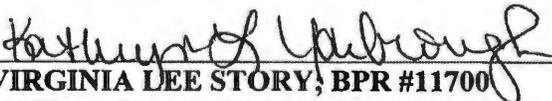
“I will stay here until you, the banks, and the police carry me out of here.” (Text messages, June 15, 2019)

- 11. Wife is unsure what all modifications and/or renovations Husband has done to the home since she left in April 2018. Prior to her leaving, Husband had installed numerous security cameras and devices in the home and has rented out rooms to various individuals. Wife is concerned that Husband may be devaluing the home by making undesirable changes to the property.**
- 12. Wife believes the home to be valued at approximately \$425,000.00. The Williamson County Property Assessor values the home at \$386, 900.00. A similar home across the street, 1987 Sunny Side Drive) sold for \$524,900.00 in April 2018. Therefore, the sale of the home is likely to easily pay off both of the mortgages and still leave the parties some equity.**
- 13. Pursuant to the terms of Wife’s bankruptcy, if the home is not placed on the market in a timely manner, then one or both of the mortgage holders may begin foreclosure proceedings and the parties will lose all available equity in the property.**
- 14. Husband has made it very clear that he will do whatever he can to thwart any effort of Wife to sell the home.**
- 15. Because time is of the essence, Wife requests that this Court order that Husband immediately vacate the premises so that the home can be prepared for sale.**
- 16. Wife requests that this Court order the home to be sold by an independent third-party auctioneer to obtain the best sales price in a time efficient manner.**
- 17. Wife would further request that she be reimbursed from the equity for the mortgage payments that she has made since vacating since April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of**

mortgage payments that she has made since vacating the home in April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of the home be placed in the trust account of attorney for Wife until a distribution can be negotiated or further ordered from the Court.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Sell the Marital Residence and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,



VIRGINIA DEE STORY; BPR #11700
KATHRYN YARBROUGH; BPR#
Attorney for Plaintiff/Wife
136 Fourth Avenue, South
Franklin, Tennessee 37064
(615) 790-1778
virginia@tnlaw.org

THIS MOTION IS SET TO BE HEARD ON AUGUST 1, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING. TESTIMONY EXPECTED

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail, facsimile, and email to Brittany Gates, Attorney for Husband, at brittany@gateslaw.com and 1616 Westgate Circle, Suite 116, Brentwood, TN 37027 on this the 17 day of July 2019.



VIRGINIA LEE STORY
KATHRYN L. YARBROUGH

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 2 of 12

07/29/2019 4:32 PM

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

FAWN ██████████ FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON
Defendant/Husband.

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Docket No: 48419B

FILED 7/29/19
ENTERED
BOOK
ELAINE B. BEELER
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HUSBAND'S RESPONSE TO WIFE'S MOTION TO SELL MARITAL RESIDENCE

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, by and through his attorneys of record, Charles M. Duke and Mitchell Miller, and for Response to Wife's Motion to Sell the Marital Residence, would respectfully request that the hearing on the motion be continued for a short period of time, due to the fact that undersigned counsel only has been retained to represent the Defendant/Husband as of the filing date required of this response, the same being July 29, 2019, and an Agreed Order of Substitution of Counsel is being filed concurrently herewith regarding the same. Therefore, counsel for the Defendant would respectfully submit that additional time is necessary for undersigned counsel to review the matter fully and meet with their client, so as to fully and completely respond to a motion that will have such enormous bearing on the parties moving forward in this matter. Should the Court not allow a short continuance, and deem the hearing shall go forward as scheduled on August 1, 2019, for response to the Motion to Sell the Marital residence, Defendant would state and show as follows:

1. For the purposes of responding to the motion solely, the averments of Paragraph 1 of the motion are admitted
2. For the purposes of responding to the motion solely, the averments of Paragraph 2 of the motion are admitted.

ME

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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3. For the purposes of responding to the motion solely, the averments of Paragraph 3 are admitted, to the extent that Plaintiff has taken out an Order of Protection against the Defendant. Defendant denies that he has committed any form of domestic abuse. Defendant avers that the Ex Parte Order of Protection is baseless, and that Plaintiff acted for improper purposes when she applied for that Order. Defendant would show that the Temporary Restraining Order, automatically binding on both parties pursuant to T. C. A. §36-4-106 upon the commencement of this cause, prohibits the parties from harassing, threatening, assaulting or abusing each other, that such prohibition adequately protects both parties' interests, and that Defendant has complied with the Temporary Restraining Order.
4. For the purposes of responding to the motion solely, the averments of Paragraph 4 of the motion are admitted.
5. For the purposes of responding to the motion solely, the averments of Paragraph 5 of the motion are admitted, with the exception that Defendant denies that the situation had become "unbearable." Defendant avers that Plaintiff, in fact, deserted the Defendant, when Defendant did not have the ability or means to support himself or pay for the first and second mortgage on the marital residence.
6. For the purposes of responding to the motion solely, the averments of Paragraph 6 of the motion are admitted, with the exception that Defendant avers that Plaintiff chose voluntarily to burden herself with rent payments and utilities for a separate residence so as to desert the Defendant when, in fact, she could have continued living at the marital residence. In addition, Defendant avers that he currently pays the utilities for the marital residence, and that Plaintiff has the ability to pay certain household bills for the marital

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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residence, as the financially advantaged spouse, but instead chooses not to do so. In support, Defendant would show the Court that Plaintiff filed for bankruptcy in April 2019 and reported having gross monthly income of Seven Thousand Five Hundred dollars (\$7,500.00), after-tax-deduction income of Five Thousand Eight Hundred Forty-Five dollars and four cents (\$5,845.04), actual expenses of Three Thousand Twenty-Five dollars (\$3,025.00), leaving a monthly net income of Two Thousand Eight Hundred Twenty dollars and four cents (\$2,820.04). Plaintiff's Voluntary Petition for Individuals Filing for Bankruptcy is incorporated and attached hereto as **Exhibit 1**.

7. For the purposes of responding to the motion solely, the averments of sentence one of Paragraph 7 of the motion are admitted. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of sentence two of Paragraph 7 of the motion and, therefore, denies same, and demands strict proof thereof. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of sentences three and four of Paragraph 7 of the motion and, therefore, denies same in their entirety, and demands strict proof thereof. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.
8. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of Paragraph 8 of the motion and, therefore, denies same in their

entirety, and demands strict proof thereof. Defendant admits that, currently, he has two individuals renting rooms in the marital residence, so as to be in a position to pay utilities and monthly expenses he must now solely pay due to being deserted by the Plaintiff. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

9. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of Paragraph 9 of the motion and, therefore, denies same in their entirety. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

10. Defendant denies the averments of Paragraph 10 of the motion and, further, objects to the characterizations of Plaintiff of them as "threats." Defendant admits that he objects and opposes to the marital residence being sold at this time, and in the fashion, sought by the Plaintiff, as Defendant has no other viable means for housing at this time, and, as a Tenant by the Entirety of the marital residence, Defendant respectfully submits he should

From: Marty Duke

Fax: 16155411842

To:

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be allowed to remain in the marital residence while this litigation is pending Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset owned by these parties, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means, as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

11. Plaintiff's allegation and concerns that Defendant is devaluing the home are unfounded. Installing security devices would tend to secure, not devalue the home. Moreover, merely renting rooms to tenants does not indicate any misuse, waste, or devaluation. To the contrary, rental income from these tenants provides Defendant a means to maintain the property.
12. Defendant generally agrees with Plaintiff's assessment of the home's value and sale potential and believes the home could sell for up to \$450,000.00. Plaintiff's averments in Paragraph 12; however, would tend to indicate that Plaintiff's averments in Paragraph 7 are not accurate; if the home could potentially yield \$130,000 to \$150,000 in proceeds, it is not reasonable to say that a foreclosure would wipe out all equity. More importantly, however, determining these matters at this stage of the divorce action is premature. Plaintiff should be required to maintain Defendant at his accustomed standard of living while an equitable distribution of the marital estate is determined. Based on her sworn bankruptcy Petition, Plaintiff should have sufficient resources to pay all or most of the mortgages on the home or otherwise provide Defendant an appropriate amount of spousal

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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support during the pendency of this cause. Accordingly, these matters should be reserved for further determination of the division of the marital estate. .

13. Defendant denies Plaintiff's assertions in Paragraph 13. Plaintiff has the financial ability to continue to pay all or most of the mortgages, which would also avoid foreclosure.
14. Defendant denies Plaintiff's assertion in Paragraph 14. Defendant has merely asserted his legal rights to demand an equitable distribution of martial assets and has attempted to communicate with Plaintiff to form a strategy that does not leave Defendant homeless or financially ruined. It is Plaintiff who created the financial crisis at issue by refusing to pay the mortgages and Plaintiff who now asks this Court to order a fire sale of the most significant asset in this marital estate. The Court should deny this unreasonable and premature request.
15. Defendant denies Plaintiff assertions in Paragraph 15. Plaintiff can pay the mortgage. Her selfish refusal to do so is what has created a time-sensitive crisis. Defendant does not have another place to live or financial means to secure alternate living quarters. While Defendant understand that neither party will come through this divorce unscathed, to ask Defendant to immediately leave his home because of a financial crisis Plaintiff created is an unreasonable and insulting proposition. It should be denied.
16. Defendant strenuously objects to any order to sell the home before the Court has assessed the full marital estate, particularly while Plaintiff has the financial ability to pay the mortgages and thereby maintain status quo. In the even the Court does order a sale, an auction would be an unreasonable fire sale that would almost certainly yield proceeds far below what the home would bring if listed on the open market. Moreover, an immediate auction would expose Defendant to significant liability to current leaseholders residing in

From: Marty Duke

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the home. Defendant therefore would ask the Court to order Plaintiff to maintain the mortgage for three (3) to six (6) months so that the home may be sold in an orderly fashion on the open market, yield the most proceeds possible, and limit Defendant's liability to leaseholders.

17. Defendant objects to Plaintiff's request in Paragraph 17. Plaintiff voluntarily, and abruptly left the marital residence. She should bear all costs of her decision, and no reimbursement from the marital estate should be permitted. Plaintiff's request for an offset of the proceeds should be denied because her payments on the mortgages were required to keep Defendant in the manner of living to which he had become accustomed. Further, withholding proceeds from a sale to determine any offset would literally render Defendant homeless, without any income, and without any funds available to secure alternate housing. Plaintiff's request is a cruel and unreasonable concept that this Court should reject out of hand.

Defendant would further state and show unto the Court as follows:

18. As noted previously, Defendant currently rents two rooms of the marital residence, so as to have some means of income to pay the utilities for the marital residence and to have some source of income. Should the Court determine that the marital residence should be sold in some form or fashion at this time, the Court take into consideration that the Defendant will need ample time to notify the current tenants of their need to vacate the residence located at 1986 Sunnyside Drive, Brentwood, Tennessee 37027; therefore, the Defendant would request that he, along with the current tenants, be permitted to remain in the residence until the home is sold, and that he be permitted ninety (90) days to properly notify the tenants of their need to vacate the property.

From: Marty Duke

Fax: 16155411842

To:

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19. As a result of the two (2) leases with one-year terms, the Defendant is put into a compromising situation which could result in serious liability. His only two options are to either sell the marital residence with two active leases, or to pay the tenants to vacate early. If he elected to pay the tenants to vacate early, he would most likely have to reimburse them for the remaining months of their lease, security deposits for their next rental, moving costs, etc.
20. As one could imagine, the financial burden to the Defendant is monumental when considering these expenses; if anything, if the Defendant is forced to vacate the residence and also reimburse his tenants for vacating early, then Plaintiff should have to share equally in the costs for reimbursing the tenants as well.
21. The Defendant would further respectfully submit and agree, as condition to his remaining in the residence, that he shall maintain the home in pristine condition, pay all utilities for the marital residence and pay the first mortgage on the marital residence.
22. The Defendant would further agree to permit Plaintiff to inspect the home to determine the status of the interior of the residence, provided he receive notice of no less than forty-eight (48) hours of her intent to enter the former marital residence.
23. The Defendant would further aver that the Plaintiff willingly/intentionally failed to notify the Defendant of her bankruptcy proceedings as well as her failure/inability to pay the mortgage in a timely fashion, and that throughout the duration of the marriage, the Plaintiff has been the primary breadwinner and primarily paid the parties' mortgage obligations, moreover Plaintiff is well-aware of the Defendant's inconsistent employment history due to his debilitating mental health diagnoses which affect his ability to maintain continuous and consistent employment.

- 24 That the first and second mortgages as outlined in Plaintiff's Motion, are in the Plaintiff's sole name, and that according to these negotiable instruments, the Plaintiff is solely responsible for payment thereof. Because the Plaintiff failed to communicate with the Defendant as to the status of payment, and Defendant was not a party to the financial documents, it was an impossibility for him to have the ability to contact the lender to verify whether or not payments on the marital residence were being made in a timely manner, and to date is still unaware of when the last payment was received by the mortgage holders, as Plaintiff has failed or refused to provide him with this information.
25. In this aspect, it is arguable that the Plaintiff has unclean hands and that she is acting in bad faith because her past actions have undoubtedly created the present "emergency" as it relates to the possible foreclosure on the marital residence and the need to sell the home in an urgent fashion.
26. The Defendant specifically denies any allegation that he is guilty of domestic abuse towards the Wife, he acknowledges that an *Ex Parte* Order of Protection is in effect and that the hearing on the Order of Protection is set to be heard on August 1, 2019, which is the same day as the Plaintiff's Motion to Sell the Marital Residence is set.
27. The Defendant has not filed an Answer and Counter-Complaint to date as a result of an agreement between the attorneys to grant an extension to file such, and that this is irrelevant with respect to the Motion to Sell the Marital Residence as it has no bearing on the status of the marital residence and the mortgage payments.
28. As stated previously, Defendant acknowledges that he has two tenants residing in the marital residence, and that the rental proceeds are put towards the utilities and maintenance of the home and that he rented these bedrooms in an attempt to mitigate the

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

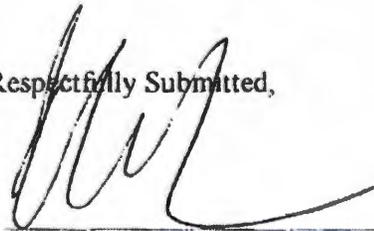
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financial disaster that the Plaintiff put him in after she ceased paying the mortgage and the utilities, and deserted the Defendant.

- 29. The Defendant has transferred utilities into his name and that the utilities remain current, and that he agrees to maintain the status quo.
- 30. Should the Court order the sale of the marital residence, the Defendant would respectfully request that, pending payment of the existing first and second mortgages and any liens on the property, he be permitted an advance on his portion of the proceeds in order to obtain housing, as the sale of the residence will essentially leave him homeless, and without stable employment or rent from tenants, he has no other source of income at this time to rely upon for basic necessities and survival.

Respectfully Submitted,



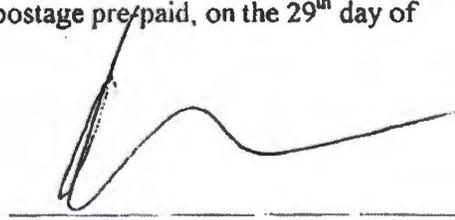
Charles M. Duke, #23607
1200 Villa Place, Suite 201
Nashville, TN 37212
(615) 541-1842
(615) 647-0672 Fax
marty@mdukelaw.com

Mitchell Miller, #36126
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schafferlawfirmtn.com

Attorneys for Defendant/Husband

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response to Wife's Motion to Sell the Marital Residence, has been sent to Ms. Virginia Story, Esq. Attorney for the Wife, at 136 Fourth Avenue South, Franklin, TN 37064, via U.S. Mail, postage pre-paid, on the 29th day of July, 2019.

A handwritten signature in black ink, appearing to be 'Marty Duke', is written above a horizontal line.

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 1 of 12

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FILED 7/29/19
ENTRUSTED
BOOK
ELAINE B. BELL, Clerk & Master

TENNESSEE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

DATE 7-29-19

TO (COURT CLERK) Clerk of Master

COURT Williamson County Chancery Court

CLERK'S FAX NUMBER 615-790-5626

CASE NAME Fenton v. Fenton

DOCKET NUMBER 48419B

TITLE OF DOCUMENT Response in Opposition to Motion to Sell

FROM (SENDER) Charles M. Duke

SENDER'S ADDRESS 126 Villa Place, Suite 201, Nashville 37212

SENDER'S VOICE TELEPHONE NUMBER 615-541-1842

SENDER'S FAX TELEPHONE NUMBER 615-647-0672

TOTAL PAGES INCLUDING COVER PAGE 12

Unless authorized by the Court, a facsimile transmission exceeding fifty (50) pages, including cover page, shall not be filed by the clerk.

YOUR FACSIMILE FILING LISTED ABOVE WAS STAMP FILED ON 7/29/19
PLEASE REMIT \$ 17 TO:
CLERK AND MASTER
P. O. BOX 1666
FRANKLIN, TN 37065

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 2 of 51

07/29/2019 4:06 PM

ex 1 to Response

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

Chapter you are filing under:

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

FILED
 ENTERED 7/29/19
 BOOK PAGE
 ELAINE B. BEELER, Clerk & Master
 Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a joint case—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses Debtor 1 and Debtor 2 to distinguish between them. In joint cases, one of the spouses must report information as Debtor 1 and the other as Debtor 2. The same person must be Debtor 1 in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case)

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Fawn
 First name
 [Redacted]
 Middle name

 First name
 Middle name

Bring your picture identification to your meeting with the trustee.

Fenton
 Last name and Suffix (Sr., Jr., II, III)

 Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

Fawn [Redacted]
 Fawn Tiffany [Redacted]

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-2065

57

ME

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 3 of 51

07/29/2019 4:06 PM

Debtor 1 Fawn Tiffany Fenton

Case number (if known)

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

I have not used any business name or EINs

I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s)

Business name(s)

EINs

EINs

5. Where you live

[Redacted]
Brentwood, TN 37027

Number, Street, City, State & ZIP Code

Davidson
County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

If Debtor 2 lives at a different address:

Number, Street, City, State & ZIP Code

County

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

6. Why you are choosing this district to file for bankruptcy

Check one.

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408.)

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408.)

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Debtor 1 Fawn Tiffany Fenton Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under Chapter 7 Chapter 11 Chapter 12 Chapter 13
Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)). Also, go to the top of page 1 and check the appropriate box.

8. How you will pay the fee I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
 I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments (Official Form 103A)*.
 I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived (Official Form 103B)* and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years? No. Yes.
District _____ When _____ Case number _____
District _____ When _____ Case number _____
District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate? No. Yes.
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____

11. Do you rent your residence? No. Go to line 12.
 Yes. Has your landlord obtained an eviction judgment against you?
 No. Go to line 12.
 Yes. Fill out *Initial Statement About an Eviction Judgment Against You (Form 101A)* and file it with this bankruptcy petition.

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Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____

Part 3: Report About Any Businesses You Own as a Sole Proprietor

- 12. Are you a sole proprietor of any full- or part-time business?
 - No Go to Part 4.
 - Yes Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any _____

Number, Street, City, State & ZIP Code _____

Check the appropriate box to describe your business:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

- 13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

For a definition of small business debtor, see 11 U.S.C. § 101(51D).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report If You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

- 14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?
 - No.
 - Yes.

What is the hazard? _____

If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code _____

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Debtor 1 Fawn [REDACTED] Fenton

Case number (if known)

Part 5 Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity. I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability. My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty. I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity. I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability. My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty. I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

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Debtor 1 Fawn ██████ Fenton

Case number (if known)

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose"
- No. Go to line 16b.
- Yes. Go to line 17.
- 16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- No. Go to line 16c.
- Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?
- No. I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?
- Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- No
- Yes

18. How many Creditors do you estimate that you owe?
- 1-49
- 50-99
- 100-199
- 200-999
- 1,000-5,000
- 5001-10,000
- 10,001-25,000
- 25,001-50,000
- 50,001-100,000
- More than 100,000

19. How much do you estimate your assets to be worth?
- \$0 - \$50,000
- \$50,001 - \$100,000
- \$100,001 - \$500,000
- \$500,001 - \$1 million
- \$1,000,001 - \$10 million
- \$10,000,001 - \$50 million
- \$50,000,001 - \$100 million
- \$100,000,001 - \$500 million
- \$500,000,001 - \$1 billion
- \$1,000,000,001 - \$10 billion
- \$10,000,000,001 - \$50 billion
- More than \$50 billion

20. How much do you estimate your liabilities to be?
- \$0 - \$50,000
- \$50,001 - \$100,000
- \$100,001 - \$500,000
- \$500,001 - \$1 million
- \$1,000,001 - \$10 million
- \$10,000,001 - \$50 million
- \$50,000,001 - \$100 million
- \$100,000,001 - \$500 million
- \$500,000,001 - \$1 billion
- \$1,000,000,001 - \$10 billion
- \$10,000,000,001 - \$50 billion
- More than \$50 billion

Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn ██████ Fenton

Fawn ██████ Fenton

Signature of Debtor 1

Signature of Debtor 2

Executed on April 26, 2019 MM/DD/YYYY

Executed on MM/DD/YYYY

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From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

For your attorney, if you are represented by one

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

If you are not represented by an attorney, you do not need to file this page.

/s/ Mary Beth Ausbrooks
Signature of Attorney for Debtor

Date April 26, 2019
MM/DD/YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone (615) 242-3996

Email address notice@rothschildbkllaw.com

3463 TN

Bar number & State

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Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known) _____

Check if this is an amended filing

Official Form 106Sum
Summary of Your Assets and Liabilities and Certain Statistical Information 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new Summary and check the box at the top of this page.

Part 1: Summarize Your Assets

	Your assets Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)	
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$ 425,000.00
1b. Copy line 67, Total personal property, from Schedule A/B.....	\$ 33,108.50
1c. Copy line 63, Total of all property on Schedule A/B.....	\$ 458,108.50

Part 2: Summarize Your Liabilities

	Your liabilities Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)	
2a. Copy the total you listed in Column A, Amount of claim, at the bottom of the last page of Part 1 of Schedule D...	\$ 306,760.19
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of Schedule E/F.....	\$ 0.00
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of Schedule E/F.....	\$ 48,941.30
Your total liabilities	\$ 355,691.49

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)	
Copy your combined monthly income from line 12 of Schedule I.....	\$ 5,845.04
5. Schedule J: Your Expenses (Official Form 106J)	
Copy your monthly expenses from line 22c of Schedule J.....	\$ 3,025.00

Part 4: Answer These Questions for Administrative and Statistical Records

6. Are you filing for bankruptcy under Chapters 7, 11, or 13?
 No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
 Yes
7. What kind of debt do you have?
 Your debts are primarily consumer debts. Consumer debts are those "incurred by an individual primarily for a personal, family, or household purpose" 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
 Your debts are not primarily consumer debts. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Official Form 106Sum Summary of Your Assets and Liabilities and Certain Statistical Information

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East Case Bankruptcy

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Fax: 16155411842

To:

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Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

8 From the *Statement of Your Current Monthly Income*: Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 7,500.00

9. Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:

From Part 4 on *Schedule E/F*, copy the following:

Total claim

9a. Domestic support obligations (Copy line 6a.) \$ 0.00

9b. Taxes and certain other debts you owe the government. (Copy line 6b.) \$ 0.00

9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.) \$ 0.00

9d. Student loans. (Copy line 6f.) \$ 0.00

9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.) \$ 0.00

9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.) +\$ 0.00

9g. Total. Add lines 9a through 9f. \$ 0.00

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Fill in this information to identify your case and this filing:

Debtor 1 Fawn [REDACTED] Fenton
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the MIDDLE DISTRICT OF TENNESSEE

Case number _____

Check if this is an amended filing

**Official Form 106A/B
 Schedule A/B: Property**

12/16

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest in

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1

1986 Sunny Side Drive
Street address, if available, or other description

Brentwood TN 37027-0000
City State ZIP Code

Williamson
County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?	Current value of the portion you own?
<u>\$425,000.00</u>	<u>\$425,000.00</u>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Tenants by the Entireties

Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:

Separated Spouse is on Deed only

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

<u>\$425,000.00</u>

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.

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Debtor 1 Fawn [redacted] Fenton Case number (if known) _____

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
 Yes

3.1 Make: Toyota
Model: Prius
Year: 2017
Approximate mileage: 23,000
Other information:

VIN: [redacted]

- Who has an interest in the property? Check one
Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another
Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? \$16,375.00
Current value of the portion you own? \$16,375.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
 Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here ->

\$16,375.00

PART 2 Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

- 6. Household goods and furnishings
Examples: Major appliances, furniture, linens, china, kitchenware
 No
 Yes. Describe...

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household Items

\$1,500.00

1986 Sunny Side Drive Sofa, Entertainment Center, Lounge Chair, Patio Furniture, File Cabinets, Desk, Lamps, Misc. Household Items

\$500.00

- 7. Electronics
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
 Yes. Describe.....

Cellphone, Laptop, TV, Tablet

\$1,000.00

- 8. Collectibles of value
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
 Yes. Describe...

Breyer Horses

67
\$900.00

From: Marty Duke Fax: 16155411842 ? Fax: (615) 790-5626 Page: 13 of 51 07/29/2019 4:06 PM

Debtor 1 **Fawn [REDACTED] Fenton** Case number (if known) _____

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
 Yes. Describe...

Treadmill \$1,000, Weight Set \$200 located at 1986 Sunny Side Drive, Brentwood, TN \$600.00

10 Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
 Yes. Describe....

AR15, FN-FAL, Glock 23, Rugger SP101 \$2,700.00

11 Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
 Yes. Describe....

Clothing/Shoes/Purse \$500.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
 Yes. Describe

Wedding Ring \$1600 and Costume jewelry \$1,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
 Yes. Describe....

Dog, 2 Bunnies, Fish \$0.00

14 Any other personal and household items you did not already list, including any health aids you did not list

- No
 Yes. Give specific information....

Items in storage Books, Luggage, Pet Supplles, Christmas Decorations \$1,000.00

2 Aquarium located at 1986 Sunny Side Drive 2 Aquarium located at [REDACTED] \$2,000.00

15 Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$12,200.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own? Do not deduct secured claims or exemptions.

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

No

Yes

Cash \$50.00

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

No

Yes

Institution name:

17.1. Checking First Farmers & Merchants \$2,000.00

17.2. Checking Ascend Federal CU \$0.00

17.3. Savings First Farmers & Merchants \$800.00

17.4. Savings Ascend Federal CU \$150.00

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

No

Yes

Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

No

Yes

Give specific information about them

Name of entity:

% of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

No

Yes

Give specific information about them

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

No

Yes

List each account separately.

Type of account:

Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

No

Yes

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

No

Yes

Issuer name and description:

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

Official Form 106A/B

Schedule A/B: Property

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Debtor 1 Fawn ██████ Fenton Case number (if known) _____

- No
- Yes Institution name and description Separately file the records of any interests. 11 U.S.C. § 521(c):

25 Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes Give specific information about them ..

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them ..

27. Licenses, franchises, and other general intangibles
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own? Do not deduct secured claims or exemptions.

28 Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

2017 Tax Refund	Federal	\$1,533.50
-----------------	---------	------------

2018 Tax Refund \$2,158.00 \$668.98 to Separated Spouse remainder used on living expenses	Federal	\$0.00
---	---------	--------

29. Family support
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information

30. Other amounts someone owes you
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

31. Interests in insurance policies
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.
Company name: _____ Beneficiary: _____ Surrender or refund value: _____

32 Any interest in property that is due you from someone who has died
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes Give specific information

33 Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment
Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No

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Debtor 1 Fawn ██████ Fenton Case number (if known) _____

Yes Describe each claim

34 Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

No
 Yes Describe each claim

35 Any financial assets you did not already list

No
 Yes. Give specific information..

36 Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$4,533.50

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

No Go to Part 6.
 Yes. Go to line 38. .

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

No. Go to Part 7.
 Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

No
 Yes. Give specific information

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2	\$425,000.00	
56. Part 2: Total vehicles, line 5	\$16,375.00	
57. Part 3: Total personal and household items, line 15	\$12,200.00	
58. Part 4: Total financial assets, line 36	\$4,533.50	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
62. Total personal property. Add lines 56 through 61...	\$33,108.50	Copy personal property total
		\$33,108.50
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$458,108.50

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? *Check one only, even if your spouse is filing with you.*

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 23,000 miles VIN: [REDACTED] Line from <i>Schedule A/B</i> : 3.1	\$16,375.00	<input checked="" type="checkbox"/> \$3,775.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from <i>Schedule A/B</i> : 10.1	\$2,700.00	<input checked="" type="checkbox"/> \$2,700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Clothing/Shoes/Purse Line from <i>Schedule A/B</i> : 11.1	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Cash Line from <i>Schedule A/B</i> : 16.1	\$50.00	<input checked="" type="checkbox"/> \$50.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from <i>Schedule A/B</i> : 17.1	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

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Official Form 106C

Schedule C: The Property You Claim as Exempt

page 1 of 2

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 16 of 50

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Debtor 1 Fawn Tiffany Fenton	Case number (if known)		
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	<u>\$800.00</u>	<input checked="" type="checkbox"/> \$800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from Schedule A/B: 17.4	<u>\$150.00</u>	<input checked="" type="checkbox"/> \$150.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Federal: 2017 Tax Refund Line from Schedule A/B: 28.1	<u>\$1,533.50</u>	<input checked="" type="checkbox"/> \$525.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

3. Are you claiming a homestead exemption of more than \$170,350?
 (Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
 - Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
 - No
 - Yes

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Fill in this information to identify your case:

Debtor 1 **Fawn Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 BanCorp South
Creditor's Name

Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin, TN 37067
Number, Street, City, State & Zip Code

Describe the property that secures the claim:
1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion if any
\$53,967.42	\$425,000.00	\$0.00

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Nature of lien. Check all that apply.
 - An agreement you made (such as mortgage or secured car loan)
 - Statutory lien (such as tax lien, mechanic's lien)
 - Judgment lien from a lawsuit
 - Other (including a right to offset) **Home Equity Line of Credit**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred _____ Last 4 digits of account number _____

2.2 Bank of America, NA
Creditor's Name

Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa, FL 33634
Number, Street, City, State & Zip Code

Describe the property that secures the claim:
1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

\$240,182.77	\$425,000.00	\$0.00
--------------	--------------	--------

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Nature of lien. Check all that apply.
 - An agreement you made (such as mortgage or secured car loan)
 - Statutory lien (such as tax lien, mechanic's lien)
 - Judgment lien from a lawsuit
 - Other (including a right to offset) **First Mortgage**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred _____ Last 4 digits of account number _____

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Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____
First Name Middle Name Last Name

2.3	Creditor's Name	Describe the property that secures the claim:	\$12,600.00	\$16,375.00	\$0.00
	Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634 <small>Number, Street, City, State & Zip Code</small>	2017 Toyota Prius 23,000 miles VIN: ██████████ <small>As of the date you file, the claim is: Check all that apply</small> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) PMSI			
Who owes the debt? Check one.					
<input checked="" type="checkbox"/> Debtor 1 only					
<input type="checkbox"/> Debtor 2 only					
<input type="checkbox"/> Debtor 1 and Debtor 2 only					
<input type="checkbox"/> At least one of the debtors and another					
<input type="checkbox"/> Check if this claim relates to a community debt					
Date debt was incurred 09/15/2016 Last 4 digits of account number _____					

Add the dollar value of your entries in Column A on this page. Write that number here: **\$308,750.19**
 If this is the last page of your form, add the dollar value totals from all pages. Write that number here: **\$308,750.19**

Part 2: List Others to Be Notified for a Debt That You Already Listed
 Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 21 of 51 07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106E/F Schedule E/F: Creditors Who Have Unsecured Claims 12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2.
 Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	\$0.00	\$0.00	\$0.00
	Last 4 digits of account number			
	When was the debt incurred?			
	Who incurred the debt? Check one			
	<input checked="" type="checkbox"/> Debtor 1 only			
	<input type="checkbox"/> Debtor 2 only			
	<input type="checkbox"/> Debtor 1 and Debtor 2 only			
	<input type="checkbox"/> At least one of the debtors and another			
	<input type="checkbox"/> Check if this claim is for a community debt			
	Is the claim subject to offset?			
	<input checked="" type="checkbox"/> No			
	<input type="checkbox"/> Yes			
	As of the date you file, the claim is: Check all that apply			
	<input type="checkbox"/> Contingent			
	<input type="checkbox"/> Unliquidated			
	<input type="checkbox"/> Disputed			
	Type of PRIORITY unsecured claim:			
	<input type="checkbox"/> Domestic support obligations			
	<input checked="" type="checkbox"/> Taxes and certain other debts you owe the government			
	<input type="checkbox"/> Claims for death or personal injury while you were intoxicated			
	<input type="checkbox"/> Other. Specify _____			
	Notice			

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.
 Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

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To:

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Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

4.1

American Express

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 981537

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 - Debtor 2 only
 - Debtor 1 and Debtor 2 only
 - At least one of the debtors and another
 - Check if this claim is for a community debt
- Is the claim subject to offset?
- No
 - Yes

Last 4 digits of account number

\$9,518.02

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Type of NONPRIORITY unsecured claim:
- Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify Credit Card

4.2

Ascend Federal Credit Union

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 1210

Tullahoma, TN 37388

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 - Debtor 2 only
 - Debtor 1 and Debtor 2 only
 - At least one of the debtors and another
 - Check if this claim is for a community debt
- Is the claim subject to offset?
- No
 - Yes

Last 4 digits of account number

\$17,811.23

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Type of NONPRIORITY unsecured claim:
- Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify Credit Card

4.3

Bank of America

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 982238

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 - Debtor 2 only
 - Debtor 1 and Debtor 2 only
 - At least one of the debtors and another
 - Check if this claim is for a community debt
- Is the claim subject to offset?
- No
 - Yes

Last 4 digits of account number

\$11,793.22

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Type of NONPRIORITY unsecured claim:
- Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify Credit Card

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Debtor 1 Fawn ██████ Fenton Case number (if known) _____

4.4 Capital One Bank USA NA Last 4 digits of account number _____ **\$9,818.83**
 Nonpriority Creditor's Name
 Attn: Officer Manager or Agent When was the debt incurred? _____
 PO Box 30281
 Salt Lake City, UT 84130-0281
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset? Type of NONPRIORITY unsecured claim:
 No Student loans
 Yes Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify Flexible Spending Account

4.5 Chase Card Last 4 digits of account number _____ **\$0.00**
 Nonpriority Creditor's Name
 Attn: Officer Manager or Agent When was the debt incurred? _____
 PO Box 15298
 Wilmington, DE 19850
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset? Type of NONPRIORITY unsecured claim:
 No Student loans
 Yes Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify Notice

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address On which entry in Part 1 or Part 2 did you list the original creditor?
IRS Insolvency Line 2.1 of (Check one): Part 1: Creditors with Priority Unsecured Claims
801 Broadway Room 285 Part 2: Creditors with Nonpriority Unsecured Claims
MDP 146
Nashville, TN 37203

Last 4 digits of account number _____
 Name and Address On which entry in Part 1 or Part 2 did you list the original creditor?
US Attorney General Line 2.1 of (Check one): Part 1: Creditors with Priority Unsecured Claims
US Department of Justice Part 2: Creditors with Nonpriority Unsecured Claims
950 Pennsylvania Avenue
Washington, DC 20530

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

6a Domestic support obligations	6a	\$	Total Claim	0.00
Total				

78

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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Debtor: **Fawn ██████ Fenton**

Case number (if known)

claims
from Part 1

- 6b. Taxes and certain other debts you owe the government
- 6c. Claims for death or personal injury while you were intoxicated
- 6d. Other. Add all other priority unsecured claims. Write that amount here.

6b. \$ 0.00
 6c. \$ 0.00
 6d. \$ 0.00

6e. Total Priority. Add lines 6a through 6d.

6e. \$ 0.00

6f. Student loans

6f. \$ Total-Claim 0.00

Total
claims
from Part 2

- 6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- 6h. Debts to pension or profit-sharing plans, and other similar debts
- 6i. Other. Add all other nonpriority unsecured claims. Write that amount here.

6g. \$ 0.00
 6h. \$ 0.00
 6i. \$ 48,941.30

6j. Total Nonpriority. Add lines 6f through 6i.

6j. \$ 48,941.30

From: Marty Duke

Fax: 16155411842

Fax: (615) 790-5626

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Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

- Do you have any executory contracts or unexpired leases?
 No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
 Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Property* (Official Form 106 A/B).
- List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease.
Name, Number, Street, City, State and ZIP Code

State what the contract or lease is for

21 [REDACTED]
 c/o Brookside Properties, Inc.
 2002 Richard Jones Road, Suite 200-C
 Nashville, TN 37215

Assume Residential Lease
Ends 08/2020

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From: Marty Duke

Fax: 16155411842

Fax: (615) 790-5626

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Fill in this information to identify your case:

Debtor 1 Fawn [REDACTED] Fenton
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known) _____

Check if this is an amended filing

Official Form 106H Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- No
- Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.
- Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor
Name, Number, Street, City, State, and ZIP Code

Column 2: The creditor to whom you owe the debt
Check all schedules that apply.

3.1

Name _____

Number _____ Street _____ State _____ ZIP Code _____

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

3.2

Name _____

Number _____ Street _____ State _____ ZIP Code _____

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

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Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 _____
(Spouse if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
(If known)

Check if this is:
 An amended filing
 A supplement showing postpetition chapter 13 income as of the following date:

Official Form 106I
Schedule I: Your Income 12/15
 MM / DD / YYYY

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
Occupation	<u>Architect</u>	
Employer's name	<u>Adkisson & Associates, Architects, Inc.</u>	
Employer's address	<u>3322 West End Ave. Suite 103 Nashville, TN 37203</u>	
How long employed there?	<u>August 2006</u>	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>7,500.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>7,500.00</u>	\$ <u>N/A</u>

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Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ <u>7,500.00</u>	\$ <u>N/A</u>
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ <u>1,654.96</u>	\$ <u>N/A</u>
5b. Mandatory contributions for retirement plans	5b.	\$ <u>0.00</u>	\$ <u>N/A</u>
5c. Voluntary contributions for retirement plans	5c.	\$ <u>0.00</u>	\$ <u>N/A</u>
5d. Required repayments of retirement fund loans	5d.	\$ <u>0.00</u>	\$ <u>N/A</u>
5e. Insurance	5e.	\$ <u>0.00</u>	\$ <u>N/A</u>
5f. Domestic support obligations	5f.	\$ <u>0.00</u>	\$ <u>N/A</u>
5g. Union dues	5g.	\$ <u>0.00</u>	\$ <u>N/A</u>
5h. Other deductions. Specify: _____	5h.+	\$ <u>0.00</u> +	\$ <u>N/A</u>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ <u>1,654.96</u>	\$ <u>N/A</u>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ <u>5,845.04</u>	\$ <u>N/A</u>
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ <u>0.00</u>	\$ <u>N/A</u>
8b. Interest and dividends	8b.	\$ <u>0.00</u>	\$ <u>N/A</u>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ <u>0.00</u>	\$ <u>N/A</u>
8d. Unemployment compensation	8d.	\$ <u>0.00</u>	\$ <u>N/A</u>
8e. Social Security	8e.	\$ <u>0.00</u>	\$ <u>N/A</u>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f.	\$ <u>0.00</u>	\$ <u>N/A</u>
8g. Pension or retirement income	8g.	\$ <u>0.00</u>	\$ <u>N/A</u>
8h. Other monthly income. Specify: _____	8h.+	\$ <u>0.00</u> +	\$ <u>N/A</u>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ <u>0.00</u>	\$ <u>N/A</u>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ <u>5,845.04</u> +	\$ <u>N/A</u> = \$ <u>5,845.04</u>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11.	+\$	\$ <u>0.00</u>
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	12.	\$ <u>5,845.04</u> Combined monthly income	
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: _____			

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Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 expenses as of the following date: _____

MM/DD/YYYY

Official Form 106J
Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Describe Your Household

1. Is this a joint case?
- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
- No
- Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? No
- Do not list Debtor 1 and Debtor 2. Yes Fill out this information for each dependent.....
- | Do not state the dependents names. | Dependent's relationship to Debtor 1 or Debtor 2 | Dependent's age | Does dependent live with you? |
|------------------------------------|--|-----------------|-------------------------------|
| _____ | _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes |
| _____ | _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes |
| _____ | _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes |
| _____ | _____ | _____ | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes |

3. Do your expenses include expenses of people other than yourself and your dependents? No Yes

Part 2 Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot. 4. \$ 1,229.00
- If not included in line 4:
- 4a. Real estate taxes 4a. \$ 0.00
- 4b. Property, homeowner's, or renter's insurance 4b. \$ 16.00
- 4c. Home maintenance, repair, and upkeep expenses 4c. \$ 0.00
- 4d. Homeowner's association or condominium dues 4d. \$ 0.00
5. Additional mortgage payments for your residence, such as home equity loans 5. \$ 0.00

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Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>90.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>100.00</u>
6d. Other. Specify:	6d. \$ <u>0.00</u>
7 Food and housekeeping supplies	7. \$ <u>500.00</u>
8. Childcare and children's education costs	8. \$ <u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>89.00</u>
10. Personal care products and services	10. \$ <u>50.00</u>
11. Medical and dental expenses	11. \$ <u>10.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>150.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>60.00</u>
14. Charitable contributions and religious donations	14. \$ <u>25.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>200.00</u>
15d. Other insurance. Specify:	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify:	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: <u>Storage</u>	17c. \$ <u>117.00</u>
17d. Other. Specify:	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify:	\$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: <u>Pet Supplies - 1 Dog & 2 Bunnies & Fish</u>	21. +\$ <u>400.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>3,025.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>3,025.00</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ <u>5,845.04</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>3,025.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$ <u>2,820.04</u>
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes. Explain here:	

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Fax: 16155411842

To:

Fax: (615) 790-5626

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Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of person _____

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Fawn Tiffany Fenton
Fawn [REDACTED] Fenton
Signature of Debtor 1

X _____
Signature of Debtor 2

Date April 26, 2019

Date _____

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Debtor 1 Fawn ██████ Fenton Case number (if known) _____

14 Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No
- Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
--	-------------------------------	-----------------------	-------

Part 6: List Certain Losses

15 Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No
- Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of Schedule A/B: Property.	Date of your loss	Value of property lost
--	---	-------------------	------------------------

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
- Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc.	Credit Counseling	04/01/2019	\$15.00

17 Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
--------------------------------	---	-----------------------------------	-------------------

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	2003 Buick LeSabre	None	January 2019

19 Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a

Official Form 107 Statement of Financial Affairs for Individuals Filing for Bankruptcy page 5

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Debtor 1 Fawn [REDACTED] Fenton

Case number (if known)

beneficiary? (These are often called asset-protection devices)

- No
Yes. Fill in the details.

Name of trust Description and value of the property transferred Date Transfer was made

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred? Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- No
Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code) Last 4 digits of account number Type of account or instrument Date account was closed, sold, moved, or transferred Last balance before closing or transfer

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No
Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code) Who else had access to it? Address (Number, Street, City, State and ZIP Code) Describe the contents Do you still have it?

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No
Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code) Who else has or had access to it? Address (Number, Street, City, State and ZIP Code) Describe the contents Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067 Fawn [REDACTED] Fenton Brentwood, TN 37027 Books, Luggage, Pet Supplies, Christmas decorations

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No
Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code) Where is the property? (Number, Street, City, State and ZIP Code) Describe the property Value

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Debtor 1 Fawn ██████ Fenton

Case number (if known)

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

25. Have you notified any governmental unit of any release of hazardous material?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	---	--------------------	--------------------

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- A member of a limited liability company (LLC) or limited liability partnership (LLP)
- A partner in a partnership
- An officer, director, or managing executive of a corporation
- An owner of at least 5% of the voting or equity securities of a corporation

- No. None of the above applies. Go to Part 12.
- Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer identification number Do not include Social Security number or ITIN. Dates business existed
--	---	--

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Debtor 1 Fawn [REDACTED] Fenton Case number (if known) _____

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No
- Yes. Fill in the details below.

Name _____	Date Issued _____
Address _____	
<small>(Number, Street, City, State and ZIP Code)</small>	

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn Tiffany Fenton
Fawn [REDACTED] Fenton
Signature of Debtor 1

Signature of Debtor 2

Date April 26, 2019

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No
- Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No
- Yes Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

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To:

Fax: (615) 790-5626

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**Notice Required by 11 U.S.C. § 342(b) for
 Individuals Filing for Bankruptcy (Form 2010)**

This notice is for you if:

**You are an individual filing for bankruptcy,
 and**

Your debts are primarily consumer debts.
Consumer debts are defined in 11 U.S.C.
 § 101(8) as "incurred by an individual
 primarily for a personal, family, or
 household purpose."

**The types of bankruptcy that are available to
 individuals**

Individuals who meet the qualifications may file under
 one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan
 for family farmers or
 fishermen

Chapter 13 - Voluntary repayment plan
 for individuals with regular
 income

**You should have an attorney review your
 decision to file for bankruptcy and the choice of
 chapter.**

Chapter 7: Liquidation

\$245	filing fee
\$75	administrative fee
+	\$15 trustee surcharge
\$335	total fee

Chapter 7 is for individuals who have financial
 difficulty preventing them from paying their debts
 and who are willing to allow their nonexempt
 property to be used to pay their creditors. The
 primary purpose of filing under chapter 7 is to have
 your debts discharged. The bankruptcy discharge
 relieves you after bankruptcy from having to pay
 many of your pre-bankruptcy debts. Exceptions exist
 for particular debts, and liens on property may still
 be enforced after discharge. For example, a creditor
 may have the right to foreclose a home mortgage or
 repossess an automobile.

However, if the court finds that you have committed
 certain kinds of improper conduct described in the
 Bankruptcy Code, the court may deny your
 discharge.

You should know that even if you file chapter 7 and
 you receive a discharge, some debts are not
 discharged under the law. Therefore, you may still
 be responsible to pay:

- most taxes;
- most student loans;
- domestic support and property settlement
 obligations;

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most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$550	administrative fee
	\$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	\$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	\$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

page 3

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 41 of 50

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Fax: 16155411842

To:

Fax: (615) 790-5626

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Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within 180 days *before* you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Middle District of Tennessee

In re Fawn ██████ Fenton

Debtor(s)

Case No.

Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1 Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>4,260.00</u>
Prior to the filing of this statement I have received	\$	<u>0.00</u>
Balance Due	\$	<u>4,260.00</u>

2. The source of the compensation paid to me was:

Debtor Other (specify):

3. The source of compensation to be paid to me is:

Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]

Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 26, 2019

Date

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Signature of Attorney

Rothschild & Ausbrooks PLLC

1222 16th Avenue South, Suite 12

Nashville, TN 37212-2926

(615) 242-3996 Fax: (615) 242-2003

notice@rothschildbkllaw.com

Name of law firm

RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 CLIENTS AND ATTORNEYS

It is important for clients who file a bankruptcy case under Chapter 13 to understand their rights and responsibilities. It is also important that the clients know what their attorney's responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Clients should also know that they may expect certain services to be performed by their attorney. The below guidelines provided by the Court are hereby agreed to by the clients and their attorneys.

CLIENT

The attorney and client acknowledge that they have discussed the obligation of the client to:

Before the case is filed:

1. Provide the attorney with complete and accurate financial information, including all debts owed, all property owned, an accurate, current and projected budget, copies of all required tax returns or transcripts from the IRS, and 6 months of pay stubs.
2. Inform the attorney of any prior bankruptcies and the outcome of those proceedings.
3. Discuss with the attorney the client's reasons and objectives for filing the case.
4. Review the complete bankruptcy petition (including all schedules and statements) upon its receipt and promptly advise the attorney of any errors, omissions, or changes which need to be made.

After the case is filed:

1. Pay the Trustee within 30 days of filing.
2. Keep the trustee and attorney informed of the client's address, telephone number and employment.
3. Inform the attorney of any wage garnishment or attachment of assets which occurs or continues after the case is filed.
4. Review the Confirmation Order when received, and advise the attorney if the client has questions about which creditors are being paid and how much or if the client has questions about anything the debtor must do.
5. Review the Trustee's Notice of Intent to Pay Claims when received, and advise the attorney of any filed claim that appears to be improper or excessive, or any creditor who has not filed a proof of claim but the client wants to make sure is paid.
6. Insure all property of the estate, including maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases.
7. Contact the attorney promptly if the client loses his/her job, becomes ill, experiences a budget change, or is otherwise unable to make plan payments.
8. Inform the attorney if any tax refunds the client is entitled to are seized or not returned to the client by the IRS.
9. Provide the documentation/information requested by attorney for the attorney to file necessary post-petition motions (tax returns, pay stubs, amended budget).

10. Contact the attorney before buying, refinancing, or selling real property or a motor vehicle or before entering into any loan agreements to find out what approvals are required, including retaining a real estate agent or listing property for sale.
11. Contact the attorney if the debtor receives an inheritance.
12. Contact the attorney if the client is sued during the case.
13. Contact the attorney if the client has any potential lawsuits against another person or company after the bankruptcy is filed.
14. Attend a financial management workshop no later than the due date of the last scheduled plan payment.
15. Open and read all mail from the attorney, Trustee, or Bankruptcy Court.

ATTORNEY

The attorney has agreed to accept a flat fee of \$ 4250 for all aspects of the bankruptcy case except for services excluded from the flat fee (described below). For some of the excluded services, the attorney has agreed to limit the fees to amounts set by the Bankruptcy Court for the specific services. For the remaining excluded services, the attorney may request additional fees on an hourly basis in accordance with the agreement between the attorney and the client.

Fees shall be paid by the Trustee through the plan unless otherwise ordered. The attorney may not receive fees directly from the client other than the initial retainer, unless paid by a third party, in which event such payment must be fully disclosed to the Bankruptcy Court. Any fee must be agreed upon by the client and the attorney, and approved by the court.

Services included in the flat fee. The services the attorney agrees to provide for the flat fee include:

1. Meet with the client to review the client's debts, assets, liabilities, income, and expenses. Request appropriate financial information, including credit reports and information on any mortgage debt or support obligation.
2. Conduct necessary due diligence regarding any prior bankruptcies involving the client.
3. Counsel the client regarding the advisability of filing a bankruptcy and whether filing either a Chapter 7 or Chapter 13 case would assist in meeting the client's objectives; discuss procedures in both Chapter 7 and Chapter 13 with the client, and answer the client's questions.
4. Explain what payments will be made directly by the client and what payments will be made through the client's Chapter 13 plan.
5. Explain to the client how, when, and where to make the Chapter 13 plan payments, including advising the client that the first plan payment must be made to the Trustee no later than 30 days after the case is filed.
6. Explain to the client how the attorney's fees and trustee's fees are paid, providing a signed copy of the contract between the client and the attorney and a copy of this Rights and Responsibilities to the debtor.

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 47 of 51 07/29/2019 4:06 PM

7. Advise the client of the requirement to attend the 341 Meeting of Creditors, arriving early, and instruct the client as to the date, time, and place of the meeting. Advise the client to bring a copy of the petition and the schedules and statements to the Meeting.
8. Advise the client of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases and advise the client of the duty to insure all property of the estate.
9. Timely prepare and file the client's petition, plan, statements, and schedules.
10. Ensure that if the plan includes a motion to void liens, that the collateral is identified and an exemption is claimed.
11. Ensure proper notice and service of the plan.
12. Appear at the 341 Meeting of Creditors with the client.
13. Review all documents filed in the case and all communications concerning the case.
14. Respond to objections to plan confirmation and, where necessary, prepare an amended plan, and appear at the confirmation hearing.
15. Explain that a plan may be modified after confirmation and, where needed, prepare, file, and serve necessary modifications to the plan which may include suspending, lowering, or increasing plan payments.
16. Prepare, file, and serve necessary amended statements and schedules in accordance with information provided by the client.
17. Review the confirmation order and the Trustee's notice of intent to pay claims.
18. If necessary, object to improper or invalid claims based upon information provided by the client.
19. File claims for creditors when the client's goals and interests are served by such filing.
20. Respond to client communications, advising the client of the best and most efficient means of communications.
21. File notice of change of employment/change of address.
22. Represent the client in connection with all motions filed in the bankruptcy case, other than those listed in the excluded services below.
23. Where appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.

Additional services requiring additional limited fees. The following services are not included in the flat fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, for additional compensation based on a fee schedule approved by the Court. The maximum additional fee for work performed in connection with obtaining the necessary Court approval for certain activities is indicated below:

1. Mortgage loan modification of the claim secured by the debtor's principal residence – up to \$500
2. Substitution of collateral – up to \$400.
3. Retention of a realtor, auctioneer or other professional relating to the sale of property or representing the interests of the estate – up to \$200
4. Sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of any necessary report of the sale – up to \$300.

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To:

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- 5. Retention of special counsel relating to collecting or pursuing a cause of action in a different judicial forum and that results in the filing of a motion and order authorizing the approval of a settlement of such litigation – up to \$300.

Additional services on an hourly basis. The following services are not included in the flat fee and are not covered by any specific cap on fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, but may charge an hourly rate for the work performed – subject to Court approval:

- 1. Motions for sanctions or contempt.
- 2. Representation at a Rule 2004 examination.

Services the attorney has not agreed to provide. The attorney has not agreed to represent the client in any adversary proceeding or certain contested matters placed on an “adversary track” by order of the Court, unless the details of such separate litigation representation are spelled out in an addendum to this agreement or in a separate supplemental contract. The client will be fully apprised of any such anticipated litigation that would not be covered by this agreement.

Effective Date: 4-24-19

Rothschild & Ausbrooks, PLLC

By: [Signature]

[Signature]
CLIENT Fulton T Fenton

CLIENT (if joint)

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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**United States Bankruptcy Court
Middle District of Tennessee**

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No.

Chapter **13**

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: **April 26, 2019**

/s/ Fawn [REDACTED] Fenton

Fawn [REDACTED] Fenton

Signature of Debtor

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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FAWN [REDACTED] FENTON

[REDACTED]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN EXPRESS
ATTN: OFFICER MANAGER OR AGENT
PO BOX 981537
EL PASO TX 79998

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
914 MURFREESBORO ROAD
FRANKLIN TN 37067

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BANK OF AMERICA, NA
ATTN: OFFICER MANAGER OR AGENT
4909 SAVARESE CIRCLE
TAMPA FL 33634

CAPITAL ONE BANK USA NA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 30281
SALT LAKE CITY UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDF 146
NASHVILLE TN 37203

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

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TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
5005 N RIVER BLVD. NE
CEDAR RAPIDS IA 52411-6634

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530


C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

FILED
WILLIAMSON COUNTY
CLERK & MASTER

ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION	Case No. <u>48419B</u>	2019 AUG -6 AM 11:33 FILED FOR ENTRY <u>8/13/19</u>
	Court <u>Chancery</u>	
	County <u>Williamson</u> Tennessee	

PETITIONER/PLAINTIFF

Fawn T. Fenton
 First Middle Last

PETITIONER/PLAINTIFF IDENTIFIERS

1/22/73
 Date of Birth of Petitioner

RECEIVED BY
 Judges' Chambers
 Date: 8-6-19

Minor Children Protected Under this Order:

V.

RESPONDENT

Jeffrey Ryan Fenton
 First Middle Last

RESPONDENT IDENTIFIERS

SEX		<u>5'9</u>		
	<u>M</u>	<u>240</u>		
EYES	HAIR	<u>Caucasian</u>		
<u>Blue</u>	<u>Black/Gray</u>			

Relationship to Petitioner Husband
 Address & Phone No. 1986 Sunnyside Dr Brentwood TN 37027

Respondent's Employer Self-employed Distinguishing Features: _____

It appearing to the Court that: (check all applicable)

- The Respondent was not served with the Ex Parte Order of Protection and law enforcement is requested to RE-ATTEMPT to serve the Respondent prior to the hearing date of _____.
- The parties have agreed to continue this matter to the 29th day of August 2019 at 9am o'clock v a.m./p.m. Failure of the Petitioner to appear on that date could result in the petition being dismissed. Likewise, failure of the Respondent to appear on that date could result in the granting of the Petitioner's petition. The parties have also agreed to extend the Ex Parte Order of Protection

3.21.19

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X

until this hearing date. Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

- It is necessary for the Court to consider the evidence presented during the hearing on the Ex Parte Order of Protection and the Ex Parte Order of Protection should be continued in full force and effect until the Court enters its final decision on the request for an Order of Protection. Said final decision on the request for an Order of Protection will be entered on or before August 29, 2019
- On the request and granting of the request of the Respondent to obtain counsel, the Ex Parte Order of Protection entered in this matter will remain in full force and effect until the hearing scheduled for the _____ day of _____ at _____ o'clock _____ a.m./p.m. Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

Other:

Parties agreed in Open Court on 8/1/19 with Husband present and with counsel to leave the Exparte influence & effect and to waive right to hearing.

IT IS THEREFORE ORDERED that the Ex Parte Order of Protection entered in this matter on the _____ day of _____, 20____ is extended and will remain in full force and effect until a hearing on the 29 day of August, 2019 in the courtroom of the Chancery Court of Williamson County, Tennessee.

It is further ordered that the clerk of court is to immediately serve the parties or their counsel and the Williamson County Sheriff's Dept (law enforcement agency) with a stamp filed copy of this order and enter a certificate of service of the same.

Entered this 6th day of August, 2019

Michael W. Binkley

Judge Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

3.21.19

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email to Charles M. Duke, Attorney for Husband, at marty@mdukelaw.com, and Mitchell Miller, Attorney for Husband, at mitchell@shafferlawfirmtn.com on this the 10th day of August, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email to Charles M. Duke, Attorney for Husband, at marty@mdukelaw.com, and Mitchell Miller, Attorney for Husband, at mitchell@shafferlawfirmtn.com on this the 13 day of August, 2019.


CLERK

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN CLERK & MASTER

FAWN ██████████ FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

2019 AUG -6 AM 9:22

FILED FOR ENTRY 8-14-19
No. 48419B nunc pro tunc 8-6-19

RECEIVED BY
Judges' Chambers
Date: 8-6-19

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION

This matter came on to be heard on the 1st day of August, 2019, before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Motion to Sell the Marital Residence by Auction and upon Ex Parte Order of Protection. It appearing to the Court based upon arguments of counsel, exhibits introduced and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the parties have reached an agreement to extend the Ex Parte Order of Protection pending final hearing in this cause. Husband shall remain under the Ex Parte Order and is enjoined and restrained from contacting Wife for any reason or from coming about her person. The Ex Parte Order of Protection shall remain in full force and effect and is extended pending further Orders of this Court and the hearing date is waived. Wife likewise is enjoined and restrained from contacting Husband for any reason or from coming about his person.

The Motion to Sell the Marital Residence by Auction is granted and the same shall be auctioned within 45 days from the date of August 1, 2019. Counsel for Husband and Wife will select a professional auctioneer as soon as possible so that the auctioneer can visit the property and market the sale in a fashion to obtain the best price possible for the home. The auctioneer shall prepare the property and market it for sale with the intent to obtain the highest sales price and most

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From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 32 of 51 07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn ██████ Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 107
Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?
 Married
 Not married

2. During the last 3 years, have you lived anywhere other than where you live now?
 No
 Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: May 2011 - April 2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)
 No
 Yes. Make sure you fill out Schedule H: Your Codebtors (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years? Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.
 No
 Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$26,250.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	87

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Debtor 1 Fawn ██████ Fenton Case number (if known) _____

	Debtor 1 Sources of Income Check all that apply.	Gross Income (before deductions and exclusions)	Debtor 2 Sources of Income Check all that apply.	Gross Income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2018)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,108.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
For the calendar year before that: (January 1 to December 31, 2017)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,677.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

5. Did you receive any other income during this year or the two previous calendar years?
Include income regardless of whether that income is taxable. Examples of other income are alimony; child support; Social Security; unemployment; and other public benefit payments; pensions; rental income; interest, dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4

- No
- Yes. Fill in the details.

Debtor 1 Sources of Income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of Income Describe below.	Gross income (before deductions and exclusions)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?
 No Neither Debtor 1 nor Debtor 2 has primarily consumer debts. Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825* or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

Yes Debtor 1 or Debtor 2 or both have primarily consumer debts.

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for...
Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634	\$300.00 Monthly Jan, Feb, March, April	\$1,200.00	\$12,600.00	<input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other

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From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 34 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn Tiffany Fenton Case number (if known) _____

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Bank of America, NA Attn: Officer Manager or Agent 4909 Savarese Circle Tampa, FL 33634	\$1,804.78 Jan, Feb, March, April	\$7,219.12	\$240,182.77	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
BanCorp South Attn: Officer Manager or Agent 914 Murfreesboro Road Franklin, TN 37067	Jan \$263.56 Feb \$275.01 March \$275.01 April \$275.01	\$1,088.59	\$53,967.42	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
Chase Card Attn: Officer Manager or Agent PO Box 15298 Wilmington, DE 19850	Jan \$268.01 Feb, March \$100.00 each April \$429.10	\$897.11	\$0.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
Ascend Federal Credit Union Attn: Officer Manager or Agent PO Box 1210 Tullahoma, TN 37388	Jan \$354.00 Feb \$350.00 March \$265.00 April \$262.00	\$1,181.00	\$17,811.23	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
Capital One Bank USA NA Attn: Officer Manager or Agent PO Box 30281 Salt Lake City, UT 84130-0281	Jan \$450.00 Feb \$250.00 March \$350.00	\$1,050.00	\$9,818.83	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____

7 Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an Insider?
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No
 Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
Mark [REDACTED] 24176 Elrond Lane Lake Forest, CA 92630	March 17, 2018	\$5,659.80	\$0.00	Loan repayment

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

89 page 3

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 33 of 50

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

8 Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?
 Include payments on debts guaranteed or cosigned by an insider

- No
- Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- No
- Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	Divorce Proceeding	Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?
 Check all that apply and fill in the details below.

- No. Go to line 11.
- Yes. Fill in the information below

Creditor Name and Address	Describe the Property	Date	Value of the property
	Explain what happened:		

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- No
- Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- No
- Yes

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- No
- Yes. Fill in the details for each gift

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address: Walden's Puddle Wildlife Rehab PO Box 641 Joelton, TN 37080	\$25.00 Monthly	2016 - Present	\$250.00
Person's relationship to you:			

favorable terms possible in the parties' best interests. This property shall not be advertised as a desperation sell and the parties will rely on the auctioneer's recommendation, whether an estate sale or other means of marketing, to obtain a fair market price. The auction will be without reserve. Husband is enjoined and restrained from interfering with preparation of the home for auction, the auction or stalling the sale in any manner, either directly or indirectly. The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1, 2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property. The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction. The net proceeds of the sale of the real property and the personal property shall be deposited into the Chancery Court Clerk's office and placed in an interest-bearing account on behalf of the parties. If either party needs funds from the equity prior to the Final Hearing in this cause or Agreed Order, then he or she may file a Motion with the Court to receive a portion of the funds which will be allocated against their respective share of the marital estate. Husband will notify his tenants to vacate the home on or before August 30, 2019.

All other matters are reserved pending further Orders of this Court.

ENTERED on this 14th day of August, 2019, NUNC PRO TUNC
AUGUST 6, 2019. (73)


MICHAEL W. BINKLEY, JUDGE

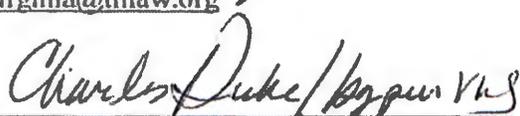
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

APPROVED FOR ENTRY:



VIRGINIA LEE STORY; BPR #11700

Attorney for Plaintiff/Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org ✓



CHARLES M. DUKE; BPR #23607

Attorney for Defendant/Husband
LAW OFFICE OF CHARLES M. DUKE, LLC
1200 Villa Place, Suite 201
Nashville, TN 37212
(615) 541-1842
marty@mdukelaw.com ✓

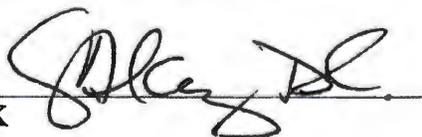


MITCHELL MILLER; BPR #36126

Attorney for Defendant/Husband
SCHAFFER LAW FIRM, PLLC
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schaferlawfirmtn.com ✓

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent by email and/or first-class mail to Charles M. Duke and Mitchell Miller, Attorneys for Husband, and Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 14 day of August, 2019.


CLERK

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK & MASTER

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
)
vs.)
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 AUG 15 AM 10:44

FILED FOR ENTRY _____

No. 48419B

**MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND
FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE
AND
MOTION FOR SCHEDULING ORDER**

COMES NOW the Plaintiff, Fawn [REDACTED] Fenton ("Wife"), by and through her attorney of record, Virginia Lee Story, and files the above-captioned Motion, and for grounds would show as follows:

1. On August 14, 2019, an Order was entered extending the Ex Parte Order of Protection and a separate form Order for the Sheriff's Department entered on August 13, 2019. On August 3, 2019, Respondent, Husband, posted the attached Facebook message (see Exhibit 1).

2. This post was in violation of the Ex Parte Order of Protection ("OP") and Wife would request that the OP be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

3. The Court further Ordered, as part of the August 14, 2019 Temporary Order, that Husband allow a walk through for purposes of inspection. The parties through attorneys have agreed upon Pat Marlin, with McArthur-Sanders/HND Auctions, to list the property with the assistance of Tommy Anderson, Auctioneer. A proposed listing agreement was forwarded to counsel for Husband on August 12, 2019. A walk through was scheduled for August 14, 2019 at 2:30pm which date was provided by Husband.

Handwritten signature

4. Husband stated that he wanted the “roommates doors to be locked and his office.” Counsel for Wife responded that the date would work for the Auctioneer but that all rooms needed to be open so that the Realtor and Auctioneer could view and measure the square footage of the home but nothing would be touched. Per the Court Order, Wife has sent a list of the items that she would like from the house which is very limited. Husband did not respond on August 14, 2019 so that the walk through could take place despite Wife and the Auctioneer being in the area ready to pull into the home. Husband said in his email that he would provide the code for the door but he did not. The Auctioneer, Wife and her attorney were awaiting entry but there was no response from Husband. Wife would request that a date certain be set for the walk through and Husband be ordered to leave the residence and all doors open for a period of eight (8) hours so that Wife may remove the items on her list and do a walk through with the Auctioneer. Wife will have a witness present and record each item being removed from the home. Husband should be restrained and enjoined from interfering with the scheduled walk through and that he provide the code for entry into the home.

5. Wife would also request a date certain for Husband to be vacated as he has stated that he is going to move to Michigan and await his proceeds.

6. Wife would also request that an Order be entered allowing her to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband as she cannot rely on Husband’s compliance.

7. Wife requests that she be granted attorney’s fees in this cause to be paid from Husband’s share of the proceeds as he has failed to abide by his agreement as well as the lawful Orders of this Court.

8. Husband's first counsel has withdrawn and now his second counsel seeks to withdraw which Motion is set for August 29, 2019. Because there were several deadlines in the August 14, 2019 Order and now that Husband may again be changing counsel, Wife would request that this matter be set for trial and that Mediation be waived due to the pending Order of Protection, and Wife is concerned for her safety and for the safety of those participating in the Mediation process.

9. The parties have very limited assets, just what equity is in the house and to Wife's knowledge considerable credit card debt that Wife is repaying monthly through the Chapter 13 bankruptcy. Wife has just been given notice from her employer that her job will be ending as her employer is retiring and that she will not have a job or insurance as of November 1, 2019. See attached letter (**Exhibit 2**). Wife requests that Husband be Ordered to apply for marketplace insurance or other insurance through his employment as she will have no means of obtaining insurance for Husband after she is terminated. Wife would request that she be authorized to sign any necessary documents to proceed with the auction as Court Ordered.

10. A Scheduling Order setting discovery deadlines and trial dates would be appropriate in this matter.

WHEREFORE, Wife would respectfully request that:

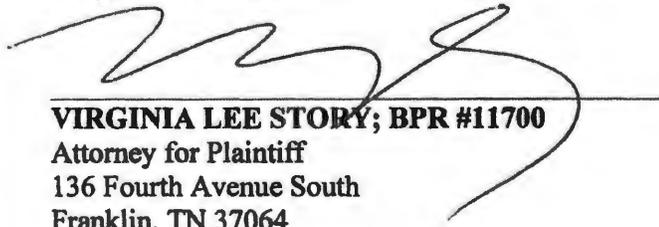
1. The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.
2. The Court set a date certain by which Husband will vacate the property so she can have access to the house for the purposes of complying with the Order.
3. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

4. That Wife be granted attorney's fees in this cause to be paid from Husband's share of the proceeds for failing to abide by his agreement as well as the lawful Orders of this Court.

5. That mediation be waived and a Scheduling Order be entered setting discovery deadlines and trial dates.

6. Wife further requests that she be awarded a judgment for her attorney's fees incurred in this matter.

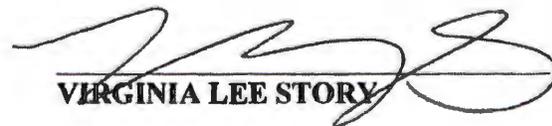
Respectfully submitted,

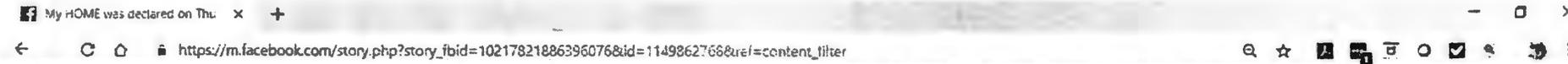

VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

***This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m.
If no written Response to this Motion is filed and served in a time set by
Local Rules of Practice, the Motion may be granted without a hearing.***

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email and/or first-class mail to Charles M. Duke, Attorney for Husband, at 1200 Villa Place, Suite 201, Nashville, TN 37212, and to Mitchell Miller, Attorney for Husband, at 1200 Villa Place, Suite 200, Nashville, TN 37212 on this the 15th day of August, 2019.


VIRGINIA LEE STORY



My HOME was declared on Thursday to be auctioned as an Estate Sale, along with everything that I've worked my life to own. So much for FAIRNESS In Tennessee, I will be long gone before the auction begins, to never a...

Jeff Fenton
3 hrs at

My HOME was declared on Thursday to be auctioned as an Estate Sale, along with everything that I've worked my life to own
So much for FAIRNESS in Tennessee, I will be long gone before the auction begins, to never again set foot upon Tennessee soil, after 25 years with not so much as a traffic ticket.
This is what a woman can do to you, in Williamsin County, with the tongue of vipers speaking horrendous lies!
The TRUTH will come out in the end, I PROMISE! Yet it will be too late to save my family of friends
They will be confused and distraught, with some probably even pensing, waiting for me to come home and care for them, yet never will I be allowed.
But no one shall injure me so cruelly without needing to answer for their sins!
Smile now, as the tide wave approaches!
Your lies will never disempower the storm which you cast into fury.

Like

Comment

Jeff Fenton

The day of reckoning shall cost you more than ever your pride has dreamed!

I asked you a hundred times, to give me a boost up or lie here with me. Yet you have leveraged everything in your life to hold me down.

God sees your sins, your prideful exhalation of self, your lack of care for your covenant, and a price unimaginable, as with other sins your heart was dead-set upon, is committed to harvest what it is owed, and in the end you will learn of your great folly, as I will never look upon you again. As you are but poison to my very being, regardless of what I once hoped that you were. The wrath of God is coming for us both. I hope you have your excuses recited, as he looks straight through them to the core of your polluted heart and mind. This is the END as never you have known it.

My heart would not now lift a finger to save your life. When before I offered all that I have for your profit. As you took it all, you filed suit to claim more than you were ever entitled or promised, due to your prideful greed and insatiable appetite for more than I could ever give you.

You cost me the best 25 years of my life, and leave me with nothing but your skillfully planned bankruptcy and your highly paid attorneys, even though I was prepared to pay for your defaulted debt and future mortgage payments to keep my home, yet you would have no part in it!

You selfish brood of evil, it is not about money, but rather denying me what I want, cherish, and need the most.

Judgement day is coming.... first in Tennessee once I clear the state lines and all my proof of your misdeeds hits the national media, and again, as God curses the works of your hands!

You have been a very greedy girl, and soon the whole world will KNOW it!

Like Reply More

Anne Thompson Fickel

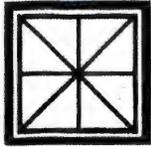
Jeff, I'm sorry for what you have been through. God sees you right where you are. Allow him to comfort you and be your refuge and strength. You are loved by the Father.

Like Reply More



FILED FOR EHT
2019 AUG 15
10:44





Adkisson & Associates Architects, Inc.

WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 15 AM 10:44

FILED FOR ENTRY

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the "Firm")

I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through November 15, 2019 so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson
President

118



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 AM 9:17

FAWN ██████████ FENTON,)
Plaintiff/Wife,)
v.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

FILED FOR ENTRY
Docket No: 48419B

HUSBAND'S RESPONSE AND COUNTERMOTION
TO WIFE'S MOTION FOR VIOLATION OF THE
EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR
WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING
ORDER

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife's Motion, along with Husband's Countermotion, stating as follows:

First Husband would like to bring to the court's attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband's communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband's Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband's Psychiatrist.

Husband suffers from the following handicaps:

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24)
DSM-5 307.45 (G47.24)

Special Note: Although “OCPD” (Obsessive-Compulsive Personality Disorder) sounds very similar to “OCD”, a disorder and acronym which are much more common, “OCPD” is an entirely different disorder, with very little, if anything, in common with “OCD”. Please take a moment to discover the differences, as is well described, in Exhibit-A.

1. The Facebook post is deeply regretted and was deleted as soon as Husband was informed that it could be interpreted as a violation of the Temporary Order of Protection (within a matter of hours). Wife was not named in the post, furthermore the post was only to be found by searching the Husband’s “Stories”, not in the regular user “Feed”. Wife continued to search Husband’s “Stories” even after requesting the Temporary Order of Protection, based almost entirely upon fraudulent claims.

Still, Husband was wrong for venting on Facebook. Not only was the platform wrong, but the words which Husband angrily spewed were also very wrong. Not just because of the Temporary Order of Protection, but because they depicted God as Husband’s little “underling”, who “blesses” and “curses” people upon his command. That’s not who God is. God is Love. Likewise, I shouldn’t try to leverage any knowledge or belief in God, to harm, hurt, distress, curse, anyone, ever! For that Mrs. Fenton, I am sincerely sorry, and I ask that you please forgive me. I also ask for you to please remember, that despite what all I may think that I know, or see, or find true, that your Father God loves you, and he is NEVER going to curse the work of your hands or your heart. God will always love you through the most warm, expectant, grateful, compassionate eyes, which you’ve ever

imagined. Though we may both do great wrongs within our lifetimes, God will never see that when he looks at you!

As for those who are shaken, scared, or concerned about Husband's extreme verbosity, grandiose language, searching, frustrated, angry, and at times even hostile WORDS, that is ALL that they are. They are not words which lead to something worse. There is no need to "read between the lines". Husband has no (or very, very little) "internal filter". If there is something on Husband's mind, then he says it, probably five times. So, if anyone is "adding to" Husband's words, fearing some greater storm ahead, they are fictitiously making-up a false narrative, as the words are the entire payload. They are the only thing that Husband has ever "threatened" anybody with.

In nearly 50 years, Husband has never been arrested for anything, ever. Husband hasn't even been cited with a traffic ticket, during his 25 years living in Tennessee. Prior to Wife's secretly planned divorce, which Husband was the last to learn about, "words" had usually been Husband's friend, and were often held in high-esteem by others, though you would never know it by looking at the wreckage of the past year and a half of Husband's life. There has been too much loss, too quickly, during too vulnerable of a season. With Husband's words, he is literally "fighting for his life". He has not a dollar, a home, a job, or a vocation to leverage in defense of himself. "Words" are all that Husband has (along with proof when there is time), and they just haven't been enough to survive this unforeseen, dedicated, non-relenting, course of mammoth unrecoverable loss.

Husband has never been physically aggressive. Husband can't remember getting into a "fist fight", in his entire life. To accuse Husband of physical violence, is not only inaccurate and unsubstantiated, but it is also harassing, abusive, and violent to Husband's character, which he takes very seriously.

Though you may be able to read Husband's words, with the intensity and ferocity which they sometimes bring, and interpret them to be suggesting or threatening any type of "physical violence", that is never what Husband is threatening or even suggesting. Husband's greatest threat, to anyone, is to lock himself inside his office for a week, while publishing painfully clear evidence online (if you can touch it, if you can feel it, if you can smell it) of the wrongs which someone else has leveraged to harm Husband. Regardless of what sort of "package" Husband comes "wrapped-in", the truth is on his side. For Husband cares not enough about what someone else thinks of him, to be pretentious. To be fake. To be egotistical. To be proud. Husband's top-two values in life are truth and authenticity. Citing, "To thine own self be true!"

To add context to the following two sentences, Husband is talking about a family of 8-racoons and a few opossums which he feeds at the marital residence's back door every night, with water kept outside for them year around. "Yet it will be too late to save my family of friends. They will be confused and distraught, with some probably even perishing, waiting for me to come home and care for them, yet never will I be allowed."

Husband and Wife are both critter lovers and gotten many hours of enjoyment from all the wildlife here at Sunnyside. We first had a groundhog who lived under our deck for four

years, with two or three litters of pups, who would wrestle and play on our rear deck daily. (The last groundhog left from those litters, died on the same day which I was served the Divorce Complaint and the Ex Parte Order of Protection, from Wife's counsel.) We had a really cute skunk for a while, along with probably a dozen different opossums, who have become what we call our "Yard Pets". Now three generations of raccoons are Husband's daily guests.

Every night, Husband and Wife (now just Husband), puts out a bowl of food (size depending upon the number of guests), calling the critters in for dinner, after which they typically arrive to eat within a matter of minutes. (One of the things which Husband will miss the most.) With the marital residence backed-up to a massive hill, where Husband and Wife own to the very top, with hundreds of acres of undcvloped woods behind it, Husband and Wife purposely built a 3-sided fence around their backyard, so to keep neighbors and their pets out (to protect our wildlife), while leaving the back of the property unfenced, so that wildlife can freely come and go. Furthermore, over the past decade, Husband has hauled all the brush and branches from tree trimming and clearing, up into the woods, creating two massive brush piles, for the critters to live in, find shelter, and thrive. This area is full of life and was one of the truly unique attributes of this property, which Husband and Wife shall never be able to replace.

The marital residence is located in a deep and narrow valley. Across the street, the homes all backup to "Owl's Hill Nature Sanctuary", so that our valley is surrounded on all sides by hundreds of acres of protected woodlands, while being centrally located between downtown Franklin, downtown Brentwood, Green Hills, Belle Meade, and Bellevue, with

a direct path into the West side of Nashville via Hillsboro Road, where some of the most highly paid vocations exists. The neighborhood has the peaceful atmosphere of a campground or park, yet it is as close to the city as you can get, while living in such serene surrounds, for anywhere near the price-point of the marital residence. Husband and Wife expect that as Nashville continues to develop, that this property will double and maybe triple in value within their lifetimes. This home was their retirement plan, in addition to eventually starting a small architecture business from home, in another 15 years, once they are at retirement age, with Wife being the Architect, and Husband handling all the marketing, bookkeeping, and learning to draft, to assist Wife. This was their entire "retirement plan", being as all their "retirement savings", was entirely invested into the purchase and improvements of this property. Complimented by the home being scheduled to be fully paid-off within those 15 years, so that part-time employment from home would comfortably support them both, while living in paradise, the nicest residence and neighborhood which Husband and Wife had ever lived, and likely ever will.

Regretfully with this divorce, plus the massive added loss from selling the marital residence, home, before it appreciates beyond all which they've invested in it, Husband will never be able to realistically "retire". In addition to having no savings, while having a large pile of debt in his name, with no technical skills qualified to employ husband with even a mediocre income, and not enough "working years" remaining for Husband to ever advance enough in any professional field, or to accrue any meaningful savings, with which to fund any sort of "retirement". Additionally, since Husband has not held a W-2 job paying Social Security in over a decade, Husband will have extremely little Social Security

to even look forward to, a massively disadvantaged future from any which Wife shall be privileged to enjoy. Some of Wife's family is also very wealthy, so Wife stands to inherit enough money to independently fund her retirement, while Husband has no such fortune to look forward to.

So the marital residence, rich in value to both Husband and Wife, for not only the fantastic location and expected appreciation, but also because of being land-locked by huge protected lands, in the most wealthy and vocationally prosperous county, as well as arguably the best section of that county, intended to vocationally and economically benefit Husband and Wife for the remainder of their lives.

The loss of the marital residence, is not only the loss of a couple hundred-thousand dollars, to a family who can't sustain such a massive loss without pushing them both into bankruptcy, but it is also the loss of over half a million dollars of future value and opportunities, the loss of the only chance which Husband will ever have at "retirement", while currently almost 50 years old, and the loss of a standard of living which Husband will never be able to obtain half of again, within his lifetime.

If you wonder why Husband has been reluctant to sell his Home, it is not only the totality of all that he has worked for and accomplished in life, but it is also the only vehicle by which Husband could have leveraged to obtain anywhere near the same standard of living, to that which the Husband and Wife were privileged to enjoy together.

This divorce, along with the loss of the marital residence, considering Husband's disabilities and the vocational challenges which he will face for the rest of his life, is

essentially the loss of Husband's life as he has known it, and worked all his life to obtain and sustain. Husband has deeply grieved the loss of Wife and their family of furry "children" (a dog, two bunnies, multiple aquariums). Husband has also deeply grieved the loss of their marital residence, along with the tremendous value which it represented. Most of all, Husband has grieved the loss of his life, as ever he has known it, with this mammoth and catastrophic economic loss, which there is no plausible way for Husband to fully recover from, within the remainder of his lifetime. Now Husband will need to live in the basement of his mother's small two-bedroom, one bath, home, for a season. Located in a small town in Michigan (near "Flint), over an hour away from industries and vocational opportunities, equal to probably a quarter of the vocational opportunities, currently within 10 miles of Husband's home. In taking away his residence, Wife and the courts which Wife "gamed" and leveraged to oust Husband, have doomed Husband to a lifestyle ¼ of that which he has enjoyed over the past decade, and less than half that which Husband had 15 years ago, prior to meeting Wife.

While the court may deem Husbands rigidity in selling his home and his future to be unreasonable, Husband was literally "fighting for his life", with ultimately no say or control over the fate which Wife unilaterally forced upon him. Wife admitted knowing that this would realistically be a loss which Husband would never be able to recover from (even crying and apologizing), but regrettably Wife justified that Husband was an "acceptable loss" to regain her "independence". Demanding her "freedom" to enjoy the fruits of her vocational achievements, which have only been accessible to Wife and obtained because of the significant contributions (not mentioned herein) which Husband truly made to

Wife's licensing as an Architect, and the advancement of her career. While Wife will now temporarily seek to become "under-employed", at 50% - 75% of her current earning potential, helping to justify her bankruptcy, while alleviating much of the obligation to pay Husband alimony, under the guise of mental trauma and physical illness, which she erroneously attributes to Husband.

Really, Wife has managed narcolepsy successfully for well over a decade, and while early and extreme menopause has certainly taxed Wife physically for the past five years or so (which Husband largely blames for Wife's shift in allegiances to her family, ultimately pressuring Wife to divorce Husband), along with the mental stress of choosing to gamble so much money/debt/retirement, to oust Husband, while Wife has seriously compromised her integrity, committing fraudulent, unethical, and criminal acts, which she persists in, including perjury at both the State and Federal levels. This brings with it the risks of not only incarceration for Wife but could potentially result in the loss of her license as an Architect, for such blatant ethics violations. Husband believes that by Wife adamantly refusing any sort of "fair" divorce settlement, preferring rather to physically, mentally, and financially sabotage and destroy herself, forcing the loss of all their marital assets, that Wife is essentially giving herself "Chronic Fatigue Syndrome" in the process, by her absolute unwillingness to compromise at ALL costs.

Husband believes, based upon conversations with Wife, both oral and in writing, that Wife has been planning this since the end of 2018, knowing that her boss was soon planning to retire, while anticipating her Federal Income Taxes to increase to \$31k per year post-divorce, under the new tax laws which went into effect at the start of 2019. Filing signally,

living in an apartment, while refusing all tax-wise options which Husband has fervently presented to Wife, as both an incentive and reward, to encourage Wife to continue to grow her career. Which is why Husband believes that Wife refused to sign any agreement with Husband, committing to the 50/50 equity split from selling the marital residence, combined with the \$1,750 per month in “transitional” alimony, which the couple had verbally agreed to, for a duration of 6 years. This verbal agreement (also communicated via email) was a condition to the “Non-Suit”, which they filed to sell their home outside the oversight of the courts, with Husband temporarily moving to Michigan. Since Wife repeatedly refused to “put her own words into writing”, to secure Husband’s equity split and their alimony agreement, Husband refused to relinquish possession of the marital residence, which had been his only “leverage” since wife abandoned him, because both mortgages were in Wife’s name.

As shown in a text message from Wife, on December 22nd, 2018 (Exhibit-B), Wife stated to Husband as follows:

“Correct, my tax situation is going to suck for a very long time... 90k gross -- 31k taxes
-- 21k alimony = 38k net. Plus or minus.”

Wife went on to say:

“Someday when alimony is done, I can get a job making only \$43k gross and have the same net of +/- \$38k.” (Emphasis added to point out that apparently the lower income is Wife’s preference.)

Husband already had concerns, but as a result of this conversation via SMS, Husband became convinced that Wife planned to down-size her career, to reduce both her alimony and her income taxes, once her boss retired within the following year. Husband further became convinced, that this was Wife's compelling reason for refusing to sign the previously agreed upon terms of their verbal settlement agreement, to Non-Suit and sell the marital residence outside the courts. Husband was rightfully concerned, that had he gone to Michigan without a written agreement signed, that wife would have "stiffed" him, once the marital residence sold, knowing that Husband could not afford to pursue an out-of-state lawsuit against Wife, for alimony, nor could Husband afford to move back to Nashville, without alimony, after Husband surrendered possession of his home.

Several months later, in a face to face conversation with Wife, Wife admitted that she didn't sign the agreement, because she wasn't sure that she could afford the agreed alimony, speaking of seriously downsizing her occupation after her firm closed, stating that she is even considering seeking part-time employment, instead of her fulltime job.

This was when Husband knew that he could not rely on alimony to help rebuild his life, so Husband decided that his best chance at not losing literally everything, was by trying to keep the marital residence. First Husband planned to obtain roommates, to leverage the wasted space currently in the 2,500 square foot home, while also meeting both Husband and Wife's negative monthly cashflow (Wife claimed to have a negative cashflow of \$400 - \$500 monthly). After obtaining roommates, with Husband's total rents equaling \$1,400 per month, Husband gave Wife the financial benefit of approximately \$900 of those rents, per month. Which should have lifted Wife out of the red, with a positive monthly cashflow

of \$400 - \$500. This is why Husband believes that Wife needed to accept a voluntary pay cut with her employer, to prepare Wife to meet the financial qualifications for filing Chapter-13 bankruptcy.

Shortly after Husband discovered that Wife had filed bankruptcy, Husband was served with both the Ex Parte Order of Protection, and Divorce papers once again, after Wife had assured Husband, that she was done “wasting” her money on lawyers for a “contested divorce”. Husband had been emailing Wife extensively, to ensure that she was keeping up the mortgage payments on their home, which Wife simply refused to answer or reply to. Since the home has Husband’s life invested into it, keeping the mortgages current was critical to Husband, but he no longer had access to the mortgage information, being in Wife’s name, since she had changed the account credentials to lock Husband out.

Despite how many times Husband asked Wife about the status of the mortgages, and even if Wife choose to “keep” the home in her bankruptcy (elected by one checkbox on the bankruptcy forms), both which Wife refused to answer. Then to make matters worse, the frequency of those very emails, in comparison with how frequently Wife chose to reply, was used by Wife and her counsel, as substantiation for requesting an Order of Protection for Wife. Although those emails contained urgent concerns regarding the possibility (and now a forced reality) of Husband losing literally everything, those emails did not contain anything malicious, and certainly not anything threatening, by any means. Yet Husband’s counsel chose not to take the matter to trial, but rather to settle for maintaining the Ex Parte Order of Protection, throughout the duration of the divorce.

Husband understood that the Ex Parte Order of Protection prevented Husband from pursuing Wife, entering her world, or interfering with her life in any way. What Husband absolutely did not understand, was that this Ex Parte Order of Protection still allowed for Wife to enter Husbands world, interrupting the sanctity, privacy, and enjoyment of his home, legally forcing Husband and his roommates to vacate their home for hours at a time, under the threat of incarceration, should Husband refuse to comply.

This, combined by the instant loss of his home, per court order, absolutely pushed Husband over the edge, leading to Husband lashing out inappropriately on Facebook, after days of physical and emotional exhaustion, compounded by the stress of accruing a massive financial debt to his mother for legal fees, without even reaching the stating gate for his divorce. At that point, accruing more debt to maintain legal counsel, no longer made fiscal sense for Husband, especially in light of the fact that his home, which was the Husband's only meaningful asset, had already been ordered by the court to be auctioned in 45-days, with no minimum.

Since wife has preemptively filed for bankruptcy, substantially less financial relief is expected to be obtainable from her. Despite Wife's role as the family's primary breadwinner for over a decade, compounded by the financial promises which Wife had made to Husband, in order to convince him to assume most of the family's unsecure debts (years prior), and the breadth of financial and legal bullying" which Wife had engaged in against Husband, while using both illegal and unethical tactics to undermine the equity in their home without Husband even knowing. Both by accruing "marital debt" on her credit cards, to support two residences, after Wife abandoned Husband, with a poorly planned

budget, which could never cash-flow, as Husband immediately pointed out to Wife. Unfortunately, Wife insisted that she was smarter than Husband and “would figure it out”.

Having managed the couple’s finances for over 13 years, Husband knew beyond any doubt that the couple could not afford two Brentwood residences. They simply didn’t have enough income to support or justify such a brash and irresponsible decision. The evidence of which now is Wife having been substantially fined by the IRS, after her first-time filing taxes for the family, while again aggressively refusing Husband’s assistance.

Wife even fraudulently filed the couples 2018 joint tax return, without Husband’s knowledge or consent. While she changed the marital address from the family’s home to her apartment, changing the phone on file to her own, and scheduling the automatic refund to be deposited directly into her personal and now private bank account, without so much as notifying Husband. This demonstrates the extent to which Wife has been on a power-trip beyond anything that Husband had previously seen in her, as she continued to financially and legally “bully”, dominate, and oppress Husband, throughout Wife’s crusade to “cut-off every limb” to simply discard Husband, without offering Husband any post-divorce support or assistance of any sort.

At one-point Husband asked Wife:

“Is there anything that I can do to help you, besides die?”

To which wife honestly answered:

“No.”

Later on, in a text message, Wife told Husband:

“You won’t do anything for me, you won’t let me be free.”

As bad as Husband felt, still he was trapped inside a home which he could neither afford to keep nor to leave, as wife constantly “ripped the carpet out from under his feet”. While denying Husband any opportunity to establish some basis of stability, without needing to rely upon Wife. That was one of the primary objectives for Husband obtaining roommates. Since most of the money went to benefit Wife anyways, Husband did not obtain roommates, choosing to share his living space with random strangers, simply for the immediate benefit.

Rather Husband was attempting to build a foundation which would be sustainable as Husband tried to obtain the vocational training and future job which would allow him to finally “free” Wife without the exorbitant need for alimony.

Husband’s goal was simply to provide Wife with as much financial relief as he possibly could afford; putting off other financial commitments such as repaying his mother, and continuing to increase that relief as rapidly and substantially as possible. Hoping to gain back his financial independence, prior to Wife self-destructing, setting Husband back more than he could ever realistically recover from. Having shared that strategy with Wife (thinking it would appeal to her), Wife intentionally filed bankruptcy, before and to deny Husband of the opportunity to succeed in his declared agenda; to help save them both from financial ruins.

Utilizing a highly-strategic, extensively planned, fraudulent, focused, devoted, and relentless attempt to “discard” Husband without paying the alimony which Husband was legally due, as well as realistically needs, to have any chance at independently sustaining himself again, with even a fraction of the standard of living which he possessed 15-20 years ago. Husband believes that paying alimony is Wife’s greatest fear, both due to her economic loss while doing so, without the beneficial tax advantages it included prior to 2019, compounded and exceeded by Wife’s fear of her “losing face” with her elite, over-achieving, prosperous, snobbish, condescending, and judgmental family. (EXHIBIT-Z)

Husband believes that Wife’s current philosophy is, that she can destroy herself, be burned to ashes, and still recover quicker, than she could if she agreed to pay Husband alimony fairly. Alimony could last for 6 or 7 years, while only providing Wife with enough income remaining to sustain the rest of her debt, after which she would still need to slowly pay it down. By self-sabotaging her career for a season, Wife has chosen to file bankruptcy, which will have all her debts legally satisfied in 3-5 years, while avoiding the expense of ever needing to pay Husband any substantial alimony. Although a complete betrayal of Husband (again), while further harming his chances at recovery, self-sabotaging and filing for Chapter-13 bankruptcy, as Wife has done, is literally the quickest path for Wife to financially recover. It will literally lead to at least a 50% quicker financial recovery time for Wife, than meeting her financial obligations to Husband and her creditors.

Meanwhile Husband is without, unqualified for, and possibly incapable of obtaining and maintaining gainful employment, a home again where he can both feel safe from storms (a serious phobia associated with Husband’s GAD (Generalized Anxiety Disorder), where

Husband previously built a 40,000 pound, highly sophisticated storm-shelter in the basement of his Duplex, prior to meeting Wife. While Husband also feels safe in their current marital residence, since the home has a massive South-West facing hill, the direction which most severe weather comes from, following the jet-stream (this was a serious consideration in originally purchasing the home). Nestled within a tiny valley, which effectively makes the entire home, the safest place in which Husband has ever lived, which he has enjoyed without concerns about the weather, since it rarely impacts the home. Due to the natural shelter provided by the home's precise geographic location. (Previously, weather was a daily fear for Husband, affecting every facet of his life.)

To punctuate how critical this was, Husband and Wife would not have literally purchased a house on the opposite side of their street, since the South-West facing hill was so critical to Husband, in order to willingly forfeit the security and peaceful assurance, provided by his comfortable, customized, extremely robust storm shelter, which Husband had built inside his Duplex, prior to meeting Wife.

Now in addition to Husband losing the value of his home, Husband also lacks anywhere affordable to live, without Husband being physically forced to liquidate or discard the majority of his personal property, which is bulky, not of much value to others, but extremely important to Husband. So, Husband shall loose on every level, walking away from this marriage with less than he had 20 years ago. Crippled financially, materialistically, vocationally, and credit wise. Along with the increased physical and mental challenges, which typically increase with age, pushing the goal of recovery with a

fraction of the standard of living previously enjoyed (both prior to meeting Wife, and since) further out of Husband's reach.

Husband is repentant for that which he has done wrong, more than most people will ever understand. Husband understands that without his complicity and misplaced trust, he could have never found himself in such a dire state. Yet there is something much greater being done "wrong" here to Husband, than by Husband. As Wife leverages the law, along with her violent character assignments of Husband, with a fraudulent narrative, the uncommon minority stereotypes, media hype, and social anxieties. While gaining sympathy playing the victim, exploiting common misperceptions about the "weaker" more "fragile", "innocent" and "needy" gender. That is certainly the story which Husband believes that Wife would like the court to believe; however, that's not what Husband believes that the evidence here shows.

a Husband was sleep deprived, distraught, and overwhelmed after court on August 1st, when Husband learned that he is losing his home, which holds his entire life's savings, all his retirement, and nearly a decade of work, by the aggressive, unfair, harassing, demeaning, strategically planned, multi-faceted legal assault by Wife and her counsel. Wife's main objective is to not pay Husband alimony, at ALL costs. Even at the expense of destroying herself; her career, her health, and her life. (Claim will be backed with significant documentation.) Especially after the 2019 tax reform laws, where alimony is no longer tax deductible for the advantaged

party. Even though Wife has been the primary breadwinner for the past 12 years of their marriage.

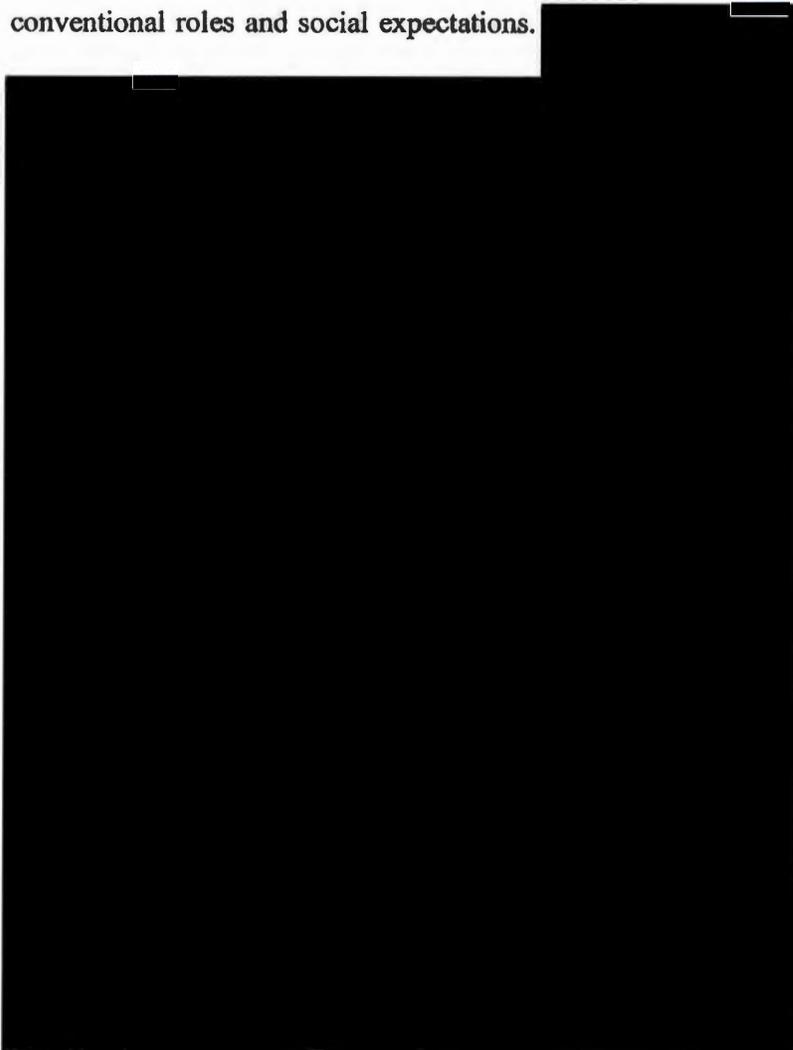
b Wife has been “bullying” Husband, both financially and legally, with false claims. Wife’s first divorce complaint stated that Husband is crazy, but highly skilled and employable, a complete contradiction of claims. Now Wife’s narrative is that Husband is dangerous, while being highly employable since he is a “genius” with computers.

i Husband has been tested to have an IQ of 100, which is as perfectly “average” as they come.

ii Husband is not a “genius” at anything, especially related to any specific vocation, as he has spent his lifetime diluting his vocational value to any one discipline, by migrating from trade to trade, primarily determined by supply and demand, rather than passions, interests, and aptitude, which has been Wife’s privileged vocational history. Prior to marriage, without any higher education, Husband has always been a blue-collar worker, often working two and sometimes three jobs simultaneously, simply to support himself with a comfortable but much, much lower standard of living, than the couple had together.

c Wife claims that Husband refuses to work.

i That claim couldn't be more of a lie. Husband works constantly to try to meet every need of the family, to contribute "his share", and to (impossibly) please Wife. Husband has never been lazy, nor even accused of such. Wife complains now, accusing Husband of refusing to have a job outside their home, because it adds leverage to her divorce complaint, based upon conventional roles and social expectations.



[REDACTED]

iii Wife repeatedly assured Husband, that as long as the two could live on her income, without accruing a negative cash-flow, increasing their debt, that Wife was absolutely content in living their entire lives on primarily Wife's income, in order to have Husband manage and take care of every other major need for the family, and to be at her beckon call. Wife affectionately called Husband her "House Husband", both publicly and in private.

iv Wife also liked having Husband constantly at home, to care for, meet any emergency needs for, and provide company to the family's pets. Wife is a very abnormal pet lover, beyond any common conventional belief structure, and would sacrifice anything to ensure the happiness of the family's pets.

d Wife claims that Husband refused to sell their marital residence, despite the dire financial condition which Wife was in. That Husband was a constant obstructionist regarding the sale of their home.

i Though the home is a once in a lifetime opportunity for Husband and Wife, originally cherished by both, holding almost their entire net worth, which Husband had not only invested all

of his wealth into, but also his daily labor maintaining and improving the property for nearly a decade.

ii Recognizing the realistic alternatives while trying to determine how to rebuild his life, there were many times, frequently for several months, within the past year and a half, when Husband was not only willing to sell the marital residence, but Husband even offered to freely surrender his equity to Wife twice, with the sole condition that Wife live in the home and enjoy it for five years, before selling it, simply to profit from cashing-out and keeping both of their equity.

iii In all the above-mentioned instances, for one reason or another, often without Wife even providing an explanation or a response why, Wife chose not to perform, hence keeping our joint ownership in our home.

iv The urgent financial need has been fabricated by Wife, and Wife has refused to put the primary terms of her own verbal settlement agreement with Husband, on paper. Resulting in at least as much delay in selling the home as Husband has caused.

e With Wife possessing a degree from MIT, and being a licensed architect, with a \$94k per year gross income, which is actually an income of \$116.5k per year with her employer provided benefits included (while

Husband was a high-school drop-out and has never made over \$50k per annum), neither of which would have been possible without Husband's support, it was jointly determined, very early in the marriage, that Wife's time is best leveraged earning income, while Husband's time is best leveraged making said income work hard and efficiently for our family, while filling every other crack in our lives. Husband managed, customized, and cared for our homes and their properties. Husband managed our finances, managed our taxes, managed a rental property for most of the marriage (Duplex), which Husband previously owned. Husband also ran several small businesses, from being a Residential Real Estate Agent, to opening a small marketing firm, building websites, performing IT work both locally and remotely, while managing and maintaining most of the Tech needs of Wife's architectural firm, for many years.

f Husband is completely self-taught in the area of computers and technology, without any licensing or certification, and having never worked for any company in that capacity, except for his own tiny start-up, which almost completely serviced Wife's employer. Similarly, Husband's "jack of all trades and master of none" career path, has diluted his value in any one specific discipline.

g Prior to the marriage, Husband worked blue-collar jobs all his life. The most recent of which was running multi-million-dollar printing presses, for Atlantic Envelope Company, with the global FedEx contract for

manufacturing their Tyvek envelopes. Husband was one of the top-three “Lead Pressmen”, in both skill and wages, within his manufacturing plant. This was a good job, with good benefits, including an hourly rate of \$24 per hour at its best, but there was a hard ceiling at that point with no room to grow, advance, explore, or excel.

h Husband’s employment with Atlantic Envelope Company ended shortly after the marriage, after Wife obtained her Architect’s License with Husband’s help. Wife encouraged Husband to pursue a career in Real Estate, which excited us both for a while, as we explored the intersection between Architecture and Real Estate, taking on a “flip”, rehabbing it literally from the ground-up, and selling it, while we studied other investment models and properties. In the end, both Husband and Wife found Real Estate to be stressful, unreliable, and generally disappointing. Through an aptitude test in counseling, both learned that Husband is “wired” more toward the technical professions, instead of what are primarily “people centric” occupations.

i Husband regretted leaving Atlantic Envelope Company for several years, since it was the best money and “fit” which he had found so far. Husband only feels good about a job, when he is seasoned, proven, and can out-perform most of his co-workers. Husband has always found his security in his skills, never before in his relationships.

j Within a few years, Atlantic Envelope Company was sold a couple of times, then they went bankrupt. The Nashville plant was closed, and finally the entire company went out of business. The same has been the case for CPS in Franklin, where Husband previously worked as an "Assistant Pressman". Along with nearly every manufacturing printing company in town. Printing, once the second largest industry by volume, in the Greater Nashville Area, probably isn't within the top 100 today. The industry is simply gone, largely due to home computers and overseas manufacturing.

k Husband needs vocational rehabilitation, in order to focus training on a specific tech discipline, to grow his skills, value, and to earn a certificate or license in an area which has the capacity to earn what Husband made prior to the marriage, over twelve years ago. Husband's only IT "reference" currently, would be Wife and Wife's employer. Neither of which are willing to lend their endorsement, despite Husband's excellent performance in serving their firm, in different roles for over a decade. While simultaneously saving them a small fortune, compared to industry-standard rates.

2. Agreed, in hindsight, this was a violation of the Ex Parte Order of Protection ("OP"). However, as evidenced by the documentation to follow, showing that Wife has manipulated and taken advantage of Husband, as well as the legal system, while extorting every bit of value from Husband's life, finally to discard him as a piece of trash without any responsibility or care. Wife blatantly lied to this court, to pretend to feel "physically

threatened”, when Wife knows clearly that “words” are Husband’s “weapon of choice”. Actually, words are really what Wife fears the most from Husband, not in the toxic or abusive sense like she is portraying and you would expect (we rarely even communicate anymore), rather Wife fears Husband publishing evidence online, showing Wife’s unethical, senseless, careless, and even criminal activities. Some of which Husband must now share here today, in order to have any chance at a fair trial, after the exhaustive amount of false and fraudulent narrative which Wife and her counsel have repeatedly attacked Husband with now (4x), before Husband even had the opportunity to file an “Answer and Counter Complaint for Divorce”. Despite the false narrative presented by Wife and counsel to date, Husband continually wrestled with his first Attorney to file the “Answer and Counter”, ultimately bringing about his “change in counsel”, at Husband’s choice.

a Wife’s real reason for wanting an Order of Protection, was to use as a GAG order, preventing Husband from notifying the public online, or through local media, the scam which Wife is getting away with, legally and financially dominating Husband and then dumping him here, while self-sabotaging and lying about assets to qualify for bankruptcy, simply to exhaust any financial relief Husband is due, both during the interim, as well as after the divorce, by way of alimony.

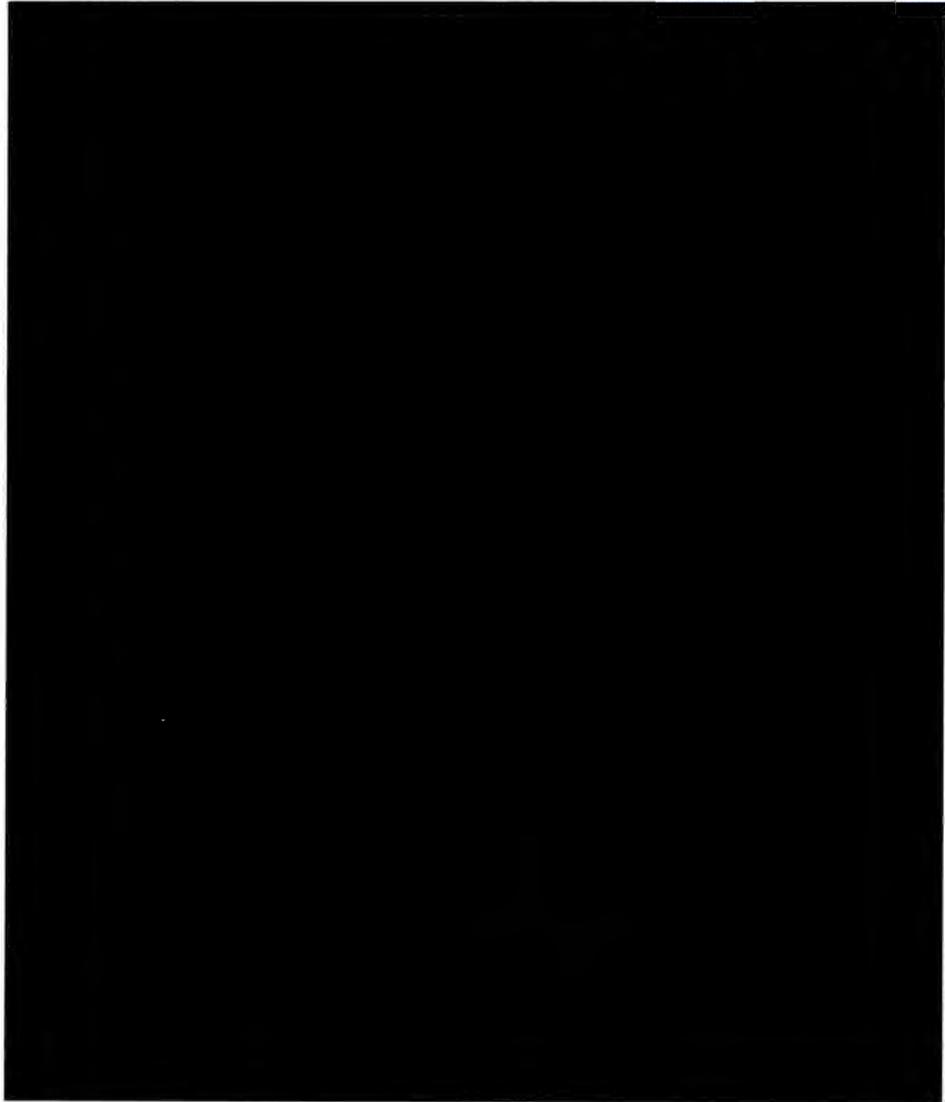
b Through “Collaborative Divorce” with Sandy Arons, Husband and Wife learned that husband should be legally due between 22% - 24% of Wife’s gross income, for approximately half the term of our marriage, which is about 6.5 years.

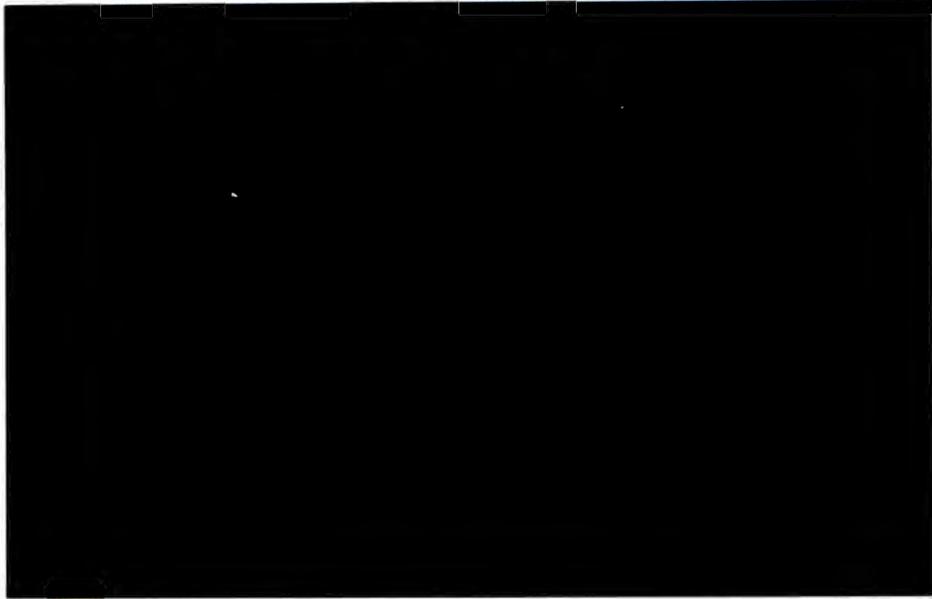
c In real numbers, during negotiations, that worked out to be between \$2k - \$2.2k in alimony, per month, for a period of 6 years (at that time). Even after Husband and Wife decided to do a "Non-Suit" to sell our home outside court, it was with the verbal agreement for the parties to split the proceeds from the sale 50/50, less only the first and second mortgages. Followed by Wife paying Husband transitional alimony, in the amount of \$1,750 per month, for a duration of 6 years.

d The agreement was that after the marital residence was sold outside of court, each party would be responsible for the debts in their own name (hence the reason for doing this outside of court), each taking our 50% of the net sale proceeds, to do whatever we choose with it. Then, claiming to no longer have any "marital property" or "marital debt", we would file a FREE divorce using the forms provided online by the State of Tennessee. After which Husband would continue to receive the \$1,750 per month (as transitional alimony, which can't be modified), for 6 years, as he sought vocational training, and began his whole life over at 50 years old.

e The only reason why Husband and Wife never proceeded with the plan to sell our home as agreed, is because Wife absolutely refused to put our agreement into writing. Though confirmed via email, Wife knew that her employer was planning to retire within the next year, so she expected the firm to close, and Wife wants to get a "fun" job now, or to only work "part-time", as she has since finally admitted.

f The Chapter-13 bankruptcy forced husband out of the house, with no prior warning about the default. Wife refused Husband's questions about their mortgage status, as he saw most of this coming, except for Wife's own bankruptcy, that was a surprise, but brilliantly cruel! While husband suspects those mortgage payments were funneled to pay for Wife's legal fees, both for her bankruptcy and the divorce, with Wife's current counsel.





i Husband and Wife had promised each other that we were going to live in this home, on Sunnyside, for the rest of our lives. Everyday that's what Husband worked for... Forever! 60% of everything Husband did, wasn't for the benefit of that day, week, month, or even year... but to make a nice home for us forever! Without which, neither of us could have ever afforded to purchase a comparable home in this zip code. Husband would get to continue to work from home or be a "House Husband" as Wife affectionately called him (almost daily). Anything which Husband asked about around the House, Wife would make a snappy comeback with, "that's your job!" Husband's job never ended, and it was eventually discovered that once menopause started early (about 5 years ago), that Wife was absolutely impossible to please!

j Keep in mind, that Husband contributed about 60% of our start-up capital, toward the down payment, and nearly \$100k in renovations the first

year we purchased our home. Both Husband and Wife cashed out all Roth IRA retirement funds, to invest into the down payment, as soon as the funds recovered 75% of their value prior to the 2008 housing market crash. So, with a purchase price of \$350k in 2011, plus around \$100k in renovations that first year alone, we were at around \$450k during the start of 2012, then Husband sowed seven more years of work into improving our home, forever!

k During this time, Wife invested her life/time into increasing her professional value as an Architect. (Something which no-one can ever take away from her.) Meanwhile, Husband invested his life/time into customizing and maintaining our home forever, to enjoy and benefit from (he believed), for the rest of our lives. Which was abruptly taken away by Wife's scams, financial and legal coercion, and the court ruling an absolute auction with no minimums, including all of Husband's personal property, if he can't move it out quickly enough. As Husband simultaneously needs to spend days and weeks endlessly trying to learn how to legally survive Wife's constant legal harassment.

l As verified by the attached exhibits, the fraudulent narrative, and the motions and petitions filed by Wife hence far, Husband respectfully asks the court for relief, under the legislation known as "Stalking by Way of the Courts". Wife has filed abusive motions and petitions in this divorce, designed to "harass or maliciously injure" the Husband, by exhausting his economic resources and trying to force him to make financial concessions.

This is simply a litigious form of domestic assault. Also referred to as “malicious prosecution or abuse of the legal process”.

i All filings by Wife under Docket No: 48419B, show some form of this oppressive harassment, stalking, and domestic abuse.

ii Additionally, the “MOTION TO DEEM HUSBAND SERVED”, and all the attached ugliness, including our custom “No Trespassing” signs, at the entry, designed collaboratively by Husband and Wife together. Yet falsely portrayed by Wife, as an irrational act by Husband, further used as justification for the Ex Parte Order of Protection, filed by Wife against Husband, to further harass, control, stifle, dominate, and injure Husband’s first and second amendment constitutional rights, knowing exactly how crucial those freedoms are to both Husband and Wife.

1 Wife’s counsel filed this motion on 6/20/2019, the day after Husband’s counsel (then), Attorney Brittany Gates, communicated with Ms. Story on 6/19/2019, informing her that Ms. Gates was representing Husband, that Husband had already received service, and that Ms. Gates was Husband’s Counsel of Record. None the less, Wife’s counsel filed this motion with the court, though totally unnecessary, purely for the opportunity to further

smear the Husband's name, with their false and fraudulent narrative, solely for more litigious leverage over Husband. (They weren't going to let all that good ugliness go to waste.) Furthermore, someone from Ms. Story's office directly emailed the documents to Husband, though they had already received notice that Ms. Gates was Husband's Counsel of Record. Such created an ex parte communication, which was wholly abusive and unnecessary (Exhibit-C).

2 The marital residence was purchased on 4/29/2011 (Exhibit-D).

3 Honeywell Vista alarm system, was purchased on 6/13/2011 (Exhibit-E).

4 Zavio IP Dome surveillance camera was purchased on 3/15/2013 (Exhibit-F).

5 No Trespassing signs purchased Nov/Dec 2015 (Exhibit-G) shows communications between Husband and Wife will selecting sign styles, along with purchase receipts.

6 Hikvision IP network surveillance cameras (10x) were purchased on 1/20/2016. Floorplan design by Wife, allocation by Husband and Wife (Exhibit-H). Installation by Husband. The floorplan provided is file

The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.

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Appendix ~~13-2~~
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TECHNICAL RECORD

NO. 48419B

COA NO. M2019-02059-COA-R3-CV

APPEALED FROM
CHANCERY COURT
AT FRANKLIN TENNESSEE
MICHAEL W. BINKLEY CHANCELLOR
ELAINE B. BEELER, CHANCERY COURT CLERK

FILED
JUN 15 2020
Clerk of the Appellate Courts
Rec'd By _____

IN THE CASE OF
FAWN [REDACTED] FENTON
VS.
JEFFREY RYAN FENTON

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

VIRGINIA L. STORY
135 FOURTH AVE. SOUTH
FRANKLIN, TN 37064
ATTORNEY FOR APPELLEE

JEFFREY RYAN FENTON
17195 SILVER PARKWAY, #150
FENTON, MI 48430
PRO SE APPELLANT

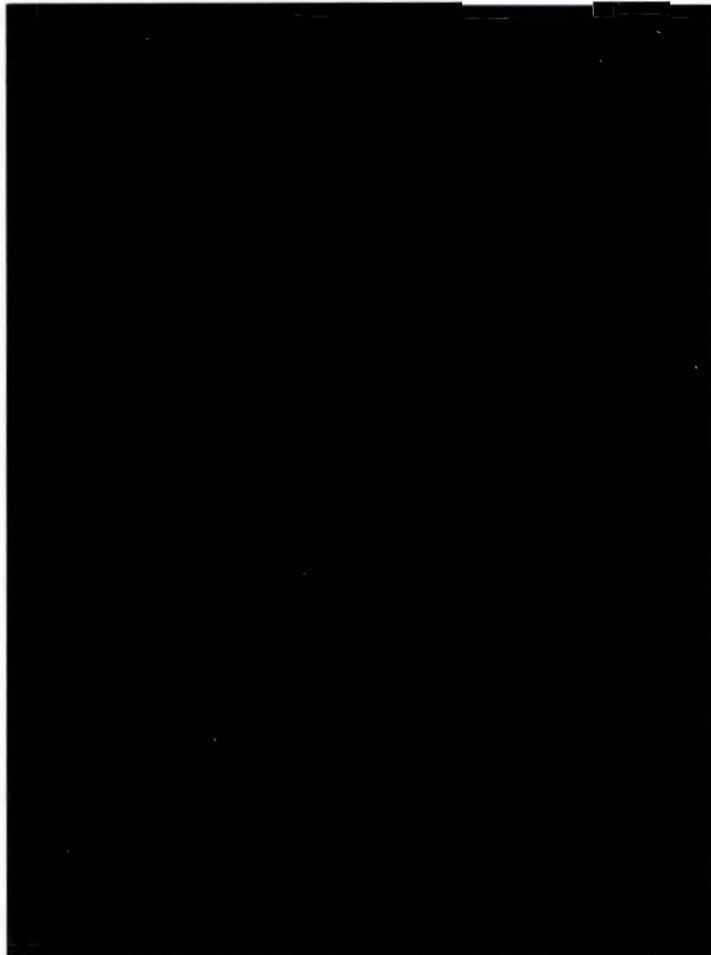
FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B. McKinney

CLERK
DEP. CLERK

dated 9/5/2016, with Wife's handwriting visible on the bottom-right, with the following dimensions "outerhole: 3 1/2" from each inside edge of facia..." Wife drew other plans and elevations, to help Husband determine roof/soffit/facia relationships and dimensions to install throughout.



8 Alarms are normal for everyone, Husband and Wife had those at their previous home. Husband and Wife also had "No Trespassing" Signs at their previous home,

though that was primarily due to the transient rental neighborhood that the Duplex was zoned in, near Nipper's Corner.

9 The signage was for setting "boundaries". The alarm was really the only thing for "security". The surveillance cameras (which weren't monitored), were only for "accountability", after damage or intrusion was detected and researched for proof.

10 All of the electronics had something to do with the fact that both Husband and Wife like electronics, Husband more so than Wife, yet both are geeks at heart. Additionally, Husband's small business from home was in the tech industry, and Husband enjoyed learning about new technologies while installing them in his home first, to see if there might be any viability to adding that to the services he offered. Most took way too much time for Husband to ever be able to reasonably offer installation services to others. At the same time, both Husband and Wife got to enjoy a home (forever) which had built-in technologies, which neither of the parties could have ever afforded to pay third-party companies to install, administer, manage, and host. (At least not concurrently.)

m The letters to Sheriff Long and Attorney Lisa Carson, of Buerger, Moseley & Carson, PLC (Exhibit-I), though written and signed by Wife, were really a work of collaboration, where Husband participated, researched, or assisted in some capacity, even though the final communications were all written by Wife. (Husband wanted to copy the White House and most of Washington DC, so Wife insisted upon writing her own words, as she always does.)

n Husband believes that with the assistance of Wife's father, Wife undermined Husband's equity, by redirecting months of missed mortgage payments to the destination of Wife's choice. Hence benefitting Wife toward another financial need, while forcing the home toward foreclosure, and simultaneously leaving the court with no choice but to eject husband and tenants, followed by auctioning the home.

o Husband refused to render himself "homeless", without having in writing (even without lawyers), some assurance about how Husband could again afford to have a place to live. Now because of Wife's games, her deep dark strategy (Wife's brother has an MBA, and thrives on strategy challenges, while her father spent his life in Real Estate and Finance, and is infamous in their family for bankruptcy schemes and scams), allows Wife's income to decrease (as she plans), and the bankruptcy court will modify her "bankruptcy plan" to accommodate her reduced income.

p Husband insists that Wife had no legitimate need for an OP, but rather that she simply wanted the protections of a "GAG" order, along with

the opportunity to assassinate Husband's character and continue with her fraudulent narrative), was fully armed at all times, with both her Glock .40 caliber handgun, which she keeps inside her purse (it is under the seat of her car, while in court) and a large law-enforcement quality, pepper spray cylinder, attached to her keychain. her and Husband requests that the OP Ex Parte be abolished, as it was fraudulently requested, under fraudulent pretenses, for purposes other than which it was designed, as a sweeping order to provide physical safety to those in jeopardy of physical harm.

q One of the realities which Husband understands in life, is if someone calls the police and says (with panic), "Help! I'm scared that my Husband (brother or friend) might publicly expose the TRUTH about me online, along with the substantiating proof." That the police don't usually rush over to arrest, restrict, or confine the perpetrator.

r However, if you simply change a couple of words to say (with panic), "Help! I'm scared that my Husband (brother or friend) might physically harm me." In that event the police will probably rush right over, intervene, arrest, warn, restrict, or confine the perpetrator.

i At which point, if you can obtain an Order of Protection, or a Temporary Order, you're not only protected from physical harm (which was never really a concern).

ii You also are protected from a host of other concerns, since the "perpetrator" has had some of his basic constitutional rights revoked, as a result of the tiny lie which you told the police.

iii Husband has seen this abused more than once, and so has Wife, and people know the power which this one tiny lie can yield over others.

iv It is for this reason, that during Husband's research, that an Order of Protection is commonly referred to as "the second most oppressive and abused piece of legislation" used against the American people. It is also commonly referred to as "the nuclear bomb of divorces." Husband can personally attest to the accuracy of both of those descriptors.

s Even though Wife has convinced herself (and everyone within her circle of influence), that she is the victim here, really many of her "actions" (as opposed to Husband's "words") have been extremely aggressive, even violent, in a non-physically threatening way. Wife's unilateral choices, without a moment's notice, warning, or any opportunity to course correct, have financially devastated the family, and rendered all their property virtually worthless.

t Husband accepts his share of blame in all matters. Husband knows that he is neither a victim nor an abuser, he is something rather broken, in between.

u Husband had many opportunities to course correct without accurately recognizing what season he was in, and without Wife ever informing Husband that she is really even considering a divorce. Husband knew that they were in a storm, but he believed the storm to be primarily

financial, with a relatively short cure-time. Believing that once the financial stress was gone, that everything else would automatically find a significant measure of relief.



w Throughout marriage, Husband felt as though he could never “catch-up”. Between Husbands ADHD (challenge with focus) and OCPD (a need to do tasks excellently, or not at all), Husband never seemed to be able to “catch-up” to Wife (Exhibit-A). Wife appears to be counting upon that, with her divorce tactics now. To keep running, and running, and running. If Husband ever has the time and resources, he can disprove every false claim of Wife, which is why she is intentionally hitting him as hard and repeatedly as she can.

x The simple thing which Wife apparently doesn’t see, is if she worked “with” Husband a little bit, to help him reach some level of financial, vocational, or residential stability, Husband would make his way on his own. Never as quickly as Wife. Never nearly as fruitful or prosperous as Wife. But that is life. Husband wants to be “free” as badly as Wife does. He just hasn’t had the time to fight these litigious battles while trying to reinvent himself at 50 years old. Husband can handle one major project or challenge at a time, If Husband is to move, then Husband needs 2-3 weeks

with nothing else in the World to focus on besides moving. Likewise when he gets moved, he will need a couple of months to get sorted in his new environment, adjust to massive social and economic losses, and try to find some job to help buy food until he can improve his vocational training, to where he could be functionally independent again.

y Husband doesn't want to "use" Wife as she and her family believes. Husband made more money and had significantly more property than Wife when they met. Husband was never attracted to Wife because of her MIT degree or her professional future, she didn't have a dime when Husband met her, and was actually \$15k in debt to her mother from her previous divorce.

z Husband's foundational belief is that both Husband and Wife reached this state of brokenness together, so they should work their way out of it together also, rather than poaching off of Husband's poor elderly mother, at the age of 50 years old. Husband's mother was primarily a single parent "nurse", with five children. Every penny Husband's mother has, is because she denies herself basic luxuries which Husband still enjoys daily, even though Husband is penniless, unemployed, largely unemployable (due to speed and specificity, along with outdated vocational skills and experience), and soon to be homeless. Please see the letter left to Husband and his mother's best friend and husband, regarding what she had saved her money for, since both of her parents got dementia as they aged (Exhibit-J).

aa After October of 2018, when the Court schedule was mostly full, through the end the year, Wife refused to “settle”, saying that since she missed-out on the tax write-off, which was grandfathered for all who finalized their divorces prior to 2019. Wife has refused to work with an independent third-party by any means since. The reality is that \$120k in alimony over the next six years, is a lot scarier to Wife than throwing away our equity in our home, than paying a lawyer \$20k-\$40k to fight a “contested divorce”, or even than filing bankruptcy herself, in the end. Earning slightly less than a six-figure income and filing bankruptcy over \$50k in debt. Husband is the opposite, has never had over a \$50k per-annum job, and has around \$100k of debt legally in his name currently. While Husband’s last retirement investment in his home, is being essentially forced-out by fraud... again.

bb has ardently refused to perform with unfounded concerns unsubstantiated Wife would request that the OP be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

3. Husband has a sleeping disorder, which Wife believes to be “Non-24”, that she learned about during one of the narcolepsy conferences which she attended. Husband never saw any confirmation regarding Wife’s walk-through confirming any time or date for the walk-trough, since it was so short notice (Husband has told his counsel, that he requires at least twelve hours’ notice prior to any commitments or meetings, because Husband is often awake all night, and sleeps all day. Such was the case in this instance.

Husband awoke around 3am to find information in his email about the appointment, after the scheduled date and time had already concluded, twelve hours prior. (Husband is often awake for 24 hours, then sleeps for 12 or 16. Husband must always know before going to bed, when he has any appointments or obligations the following day. , until after the time scheduled by Wife's counsel, while falsely claiming that I had confirmed the appointment time and date.

a Despite the complaints from Wife's counsel about Husband trying to delay or obstruct the walk-through or the auction in any way, that is completely false. The court order never mentioned anything about the Auctioneer accompanying Wife and her counsel during this walk-through. This walk-through per court order, was supposed to be completed much earlier, with a subsequent list of items which Wife wants to keep (determined during the walk-through, which was the purpose of the walk-through, as well as for Wife to ensure the condition of the property). Wife's counsel sent a list prior to the walk-through in an attempt to comply with the court order, but completely failing to meet the 10-day deadline for the walk-through, plus to provide to husband the subsequent list. Nobody informed Husband about the accompaniment of the Auctioneer, or any other parties beyond Wife and her counsel. Any other arrangements were at the fault, and outside the control, of Husband. To this day (8/27) Husband has been told that Wife is still compiling a more comprehensive list of personal property, which she established during the walk-through, yet even

though it was legally due by court order on August 11th, Husband has still never received any such document since the inspection.

b Husband made every attempt to communicate quickly and accurately with Wife's counsel to help schedule this, even going so far as copying her directly in Husband's emails to his counsel to ensure that his messages were getting relayed to Wife's counsel in the quickest possible fashion (for which Husband was reprimanded both by his counsel and wife's), but Wife's counsel still totally dropped the ball on this, while again aggressively blaming Husband and filing a complaint with the court.

i This is simply another example of litigious "bullying", which is completely inappropriate, harassing, abusive, unacceptable, and illegal.

ii Husband respectfully requests that the court order Wife and her counsel, to be less litigious, to work cooperatively with Husband toward solutions benefitting both parties, rather than filing inaccurate, twisted, false, and condescending motions, to hijack, oppress, and injure Husband, both in respect to the financial injury which he has suffered to date, of nearly \$13k in legal fees, without even beginning his divorce, as well as injuring husband's physical and emotional, needing to figure out how to reply to these often fraudulent motions, under the threat of incarceration should he fail. Meanwhile, if Wife and her

counsel really want to sell the marital residence, then Husband both needs and deserves enough time to pack his possessions (all 3,000 SqFt of them) and move to Michigan. This will take an absolute minimum of two weeks to simply be ready to vacate the property, which Husband wants to do prior to the auction.

1 As such, Husband requests an extension for the sale date, as well as for the dates for Wife to remove her personal property, so that Husband will not again be forced to vacate his residence, when he needs every available moment for packing.

2 Husband requests that the court order a two-month moratorium on any deadlines and court filings on this docket, including all motions, petitions, etc... with the only exception being if Husband fails to vacate the property by September 15th.

3 This time is needed with Husband's handicaps, so that he can focus on his move, and have any chance at completely evacuating the property by September 15th.
(Provided the court approves.)

4 This would allow the minimum time required both to pack and prepare to move, while allowing husband to break-down his office and complete the move to

Michigan, without fear of concurrent litigation being filed, forcing Husband to redirect all energies to meet the emergency legal demands.

5 The move will require Husband to obtain significant storage space, and will require a lot of physical assistance, for weeks, to just begin to get settled, while moving into Husband's mother's small basement in Michigan.

6 After which Husband will need to assemble office furniture, and rebuild his network, get his server up and running, etc... during which time Husband will have no access to any of his files and records related to this divorce.

7 Consequentially, until this move is completed, Husband will be physically incapable of responding to court filings without Wife first winning default judgments, which is absolutely unfair.

8 Should the court not find this two-week auction deadline extension agreeable, or the two-month moratorium on all court filings so that Husband will have the time needed to move, then Husband will be forced to remain in Tennessee throughout the Auction,

and require additional financial assistance to do so, now that Husband's tenants have been evicted by the court.

a As per court order, there are no more rents coming in, plus Husband was forced to return tenant deposits, which he had used to merely survive, Husband is now behind on all the utilities for the property, and requires some emergency financial assistance from Wife, immediately, if the court will allow. Otherwise Husband will be forced to turn-off all utilities upon vacating the property, to not run up more debts in Husband's name than necessary.

b The utilities run approximately \$400 per month, plus with the loss of \$1,400 in rental income, which just barely allowed Husband enough money for food, gas, meds, and to pay the utilities, Husband requests some immediate emergency financial relief from Wife, in the amount of \$1,000 now, to bring the utilities current and to provide Husband with enough money to purchase food and his basic essentials, from now until September 15th, when Husband vacates the property to head to Michigan.

c Husband is temporarily borrowing the money for the move from his mother, expecting that cost to be around \$3,000, plus the cost of monthly storage. Husband requests the court to reimburse this expense to Husband's mother, immediately upon the sale of the home, from the Husband's portion of the remaining equity.

d Husband also requests the court to order Wife to transfer all the utilities back into her name immediately, or if the court and the Wife prefer, to order Wife to pay Husband an additional \$500 prior to 9/5/2019. to leave the utilities on in the Husband's name, through the auction, up until closing, provided that all takes place within our current timelines.

e After the move, Husband respectfully requests that the court order Wife to begin paying Husband \$500 per month again, adjusting her bankruptcy plan as needed, as temporary support, to help cover the cost of Husband's food, so not to further burden Husband's mother financially.

f Of these monies listed above, Husband respectfully requests that only the costs of moving and storage, be deducted from Husband's share of the sale proceeds, as the rest is believed by Husband to be the minimum due Husband from Wife, under Tennessee law, to help partially support Husband, until a full and final divorce decree can be reached, along with hopefully a corresponding alimony agreement, which Husband sincerely hopes the court will grant him, so that Husband will have an opportunity to obtain vocational rehabilitation and one day become financially independent again.

9 Should the court be agreeable to extend the deadline of the auction for two-weeks, and to the two-month moratorium on all court filings, provided that Husband vacate the property by September 15th as proposed, then Husband requests that the court all the Wife to handle all communications and interactions with the Auctioneer, after September 15th, once Husband has vacated the property.

10 In such event, not out of any disrespect for the court, obstinance, or belligerence on the part of Husband, nor due to any resentment toward the court, Wife, or this process, Husband respectfully requests that by court order, (not a POA or Quit Claim Deed, which Husband must sign), the court executively provide the Wife with the authority to completely sell the property, without the need for any signatures or participation by Husband.

a To frankly explain the reason this is so important to Husband, again, it is out of no act of disrespect, rebellion or defiance, it is simply a matter of beliefs. Husband believes that by providing his signature, that he is approving of the transaction which he is signing for.

b While Husband believes that he is being robbed of his home, and any opportunity to take over payments and try to keep it, by Wife's fraudulent default on the mortgages performed months ago by Wife, without providing Husband with any notice, while refusing to even reply to Husbands questions on the matter.

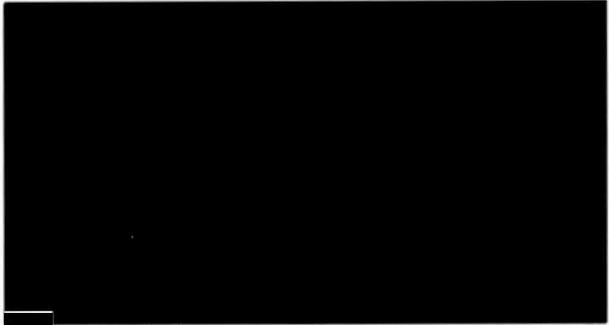
c Husband does not blame court for this, but Husband absolutely feels as though he is being robbed of most of what he has worked for in his life. Regardless of the auction sales price, or the amount of final alimony Wife is ordered to pay Husband (should alimony be awarded), Husband will never, in his lifetime, have the opportunity to enjoy this standard of living again. With all the unique characteristics which this property naturally possesses, as well as those which Husband spent nearly a decade building and constructing on the property, for the family's home forever. Husband recognizes this as a once in a lifetime chance for both the Husband and Wife, which now they have foolishly forfeited.

d Husband tried with every ounce of his being to prevent Wife from forcing this outcome, but with the mortgages in Wife's name, Husband ultimately was powerless over monitoring their status. At the same time, without some serious training, followed by a full-time job, and a few years of advancement, there is no way that Husband could have proactively paid the

mortgages, just “in case” wife wasn’t continuing to pay those bills, as she had been. Without absolutely any notice to Husband that her financial situation had changed, even if legitimate, which Husband highly doubts. Regardless, with timely notice from Wife to Husband, that their jointly owned asset was at risk, Husband could have worked towards finding a solution to help cure that financial shortfall, prior to reaching the point of default.

e Yet Wife stole that opportunity from Husband, and as such, suffering a loss of a lifetime, without so much as a hint in advance, Husband wishes to play no part in the final moves of Wife’s schemes, to abandon and financially undermine Husband, costing Husband the largest loss of his lifetime, [REDACTED]

[REDACTED]



f The original plan was to leverage the Duplex to help with the \$100k of improvements we made to our Sunnyside home within the first year. I then knew that we had five years before the Duplex \$30k 2nd mortgage balloon note would be due.

g So, the plan was after the improvements were completed at Sunnyside, after a couple of years of appreciation, we would refinance the second on Sunnyside to pay off the second on the Duplex. But it didn't work out that way.





4. Per court order, both the Wife’s walkthrough and thereafter her list of personal property which she requested from the marital residence, were supposed to both be completed within 10 days of the August 1st hearing date. That means that per the order of the court, the deadline for both of those tasks to be completed was on 8/11/2019. Ms. Story never even contacted Husband’s counsel to begin scheduling the walk-through until 8/12/2019, already missing the deadline, requesting the walkthrough on the on the 13th or 14th, days later after the court ordered deadline. Yet Wife’s counsel still finds it necessary and appropriate to legally blame, bash, and harass me with her litigious accusations, twisting information to make me sound as if I’m the party who failed to adhere to the timelines ordered by the court. Again, Husband respectfully requests that the court take action to discipline Ms. Story, to correct her actions, and change her future narratives to much less frequent and less hostile, and to work on improving her accuracy some, while reducing her slander of Husband’s name and his character, both which Husband finds highly offensive, and which is harmful to Husband’s mental and emotional health.

a Husband respectfully asks the court to please not allow Wife back on or inside the marital property, unless the court should choose to first terminate the Order of Protection Ex Parte, obtained by Wife’s completely fraudulent testimony, so not to interfere with Husband’s packing, by forcing Husband to vacate his home again, prior to either his move by September 15th, if approved by the court, or until after

the auction is finalized and the court provides Husband with the funds from the sales proceeds, necessary for Husband to move and obtain lodging here locally

5. Husband respectfully requests that he be awarded all his attorney's fees hence far, totaling around \$13k, most of which Husband borrowed from his elderly mother, as Husband has not even reached responding to the divorce complaint yet, but all \$13k in legal costs have been exhausted simply to protect Husband from the harassing, abusive, false, and fraudulent claims of both Wife and her counsel. both Wife and Wife's Wife requests that she be granted attorney's fees in this cause to be paid from Husband's share of the proceeds as he has failed to abide by his agreement as well as the lawful

Orders of this Court.

6. To date, absolutely no delays of process have been due to the fault of the Husband, despite the deceitful claims of Wife and her counsel. Husband's first counsel failed to perform, though Husband was promised a draft to his Answer & Counter Complaint, which Husband has still never seen to this day. Absolutely no documents were filed, except for an extension to the temporary OP, so that Husband could gather a shocking amount of evidence, to hopefully dissolve the matter, but the continued failures to perform by Ms. Gates, forced Husband to borrow another \$5k from his mother to hire Husband's second set of counsel, with only two work days remaining to respond to both the fraudulent OP claims, as well as the order to sell my home. The two largest decisions in my life to date, with only two days to respond, while Ms. Story absolutely refused agree to an extension for my incoming counsel, in either of the monumental and immediate matters. As such I see not why she is carrying-on about any delays or failure to perform on my part, except again to assassinate my character and to litigiously harass and abuse me.

a I respectfully request that the court order Ms. Story to attend a legal ethics class, to encourage her to be more honest, sincere, and kind in her legal motions. Such abuse by legal process is absolutely barbaric and intolerable.

b Husband prays that the court will defend him in regard to Ms. Story's abusive treatment, and/or that she be replaced by another member of her firm in this matter, having failed to act as her office should require.

c Husband has no objection to waiving the Mediation, as Wife has made it clear to Husband that she is in no way wanting to participate in any collaboration, mediation, or any other fair, neutral third-party assisted solution, or we would be divorced by now. Wife is only interested in a judgment, and refuses to settle by any other means, despite having filed bankruptcy, and the dire financial condition of both parties.

i For the purpose or again correcting the narrative of Ms. Story's verbal attacks by legal process, Husband wants to clarify that Wife's desire to skip mediation has nothing to do with her fear of Husband, especially for the ridiculous benefit of being mindful of the safety of everyone else involved in the process. I've never been more falsely harassed by anyone, and again, I appeal to the court to please intervene.

ii The real reason why Wife has refused every attempt to sit down at the same table with Husband and work towards a fair solution, has absolutely nothing to do with Husband's words,

the intensity of his presence, or any pressure which Husband could emotionally inflict upon Wife.

iii The reason is because Husband is the one person in the entire World, which Wife really struggles looking in the eyes and lying to, about her fraudulent, victimized narrative, since Husband was THERE with Wife, and remembers vividly what really happened and what did not. In contrast, most other people take Wife at face value, seeing her obviously distraught, disheveled, and injured impressions, not realizing that the majority of what they are being told, is either a really twisted version of the truth, or an absolute lie. While the signs of abuse which she portrays, some of which are real, but are self-inflicted, and never ceasing, by Wife's relentless desire to discard Husband without a penny of alimony, vocational rehabilitation, a roof over his head, or food for his belly. Wife is absolutely destroying herself, fighting to be what she calls "free" or "independent", unwilling to recognize or accept any financial obligation, responsibility, or reparations for the impact which she has had upon the Husband's life, as it lies all in ruins now, and in two months another family will be living in the home which Husband invested the proceeds of his entire life, both financially, and in labor.

7. Husband can't apply for any insurance, until Husband has either obtained vocational rehabilitation and subsequently found gainful employment, or until Wife starts paying adequate alimony to pay for said insurance, as well as meeting some of Husband's other real financial needs, such as purchasing food, paying for meds counseling, etc... Should the court be willing to order such support for Husband, then providing the sum is adequate, Husband will be happy to apply for such independent health insurance.

8. The reality is, that contrary to Wife, Husband can definitively prove each and every word written in this response and counter motion. Husband has put forth an absolutely exhaustive effort to provide the court with some of the information which Husband feels may be pertinent to helping the court discern whether Husband or Wife is presenting the truth to the court. At the same time, this is probably 1/100th of the documentation which Husband possesses in support of his claims. The unfortunate outcome of the path which Wife has committed her life to, and is pursuing with reckless abandon, which caused her bankruptcy, which still makes bankruptcy eventually inevitable for me, as Wife continues to refuse any solution except for one appointed and ordered by the court.

As we are both completely broke, as recovery is realistically not even plausible for Husband, though his financial independence hopefully is, with some structured support and vocational training, leading to a technical certification or license in a progressive field, with vocational opportunities in the area which Husband resides. Continuing with this matter in the court is harmful to all parties, despite Wife's inability to stop injuring herself, and consequentially Husband, since Husband will never be able to focus, with his

handicaps (ADHD, OCPD, GAD, Sleep Disorder) as long as Husband's life is on trial, and due to Husband's financial shortcomings, and Wife's refusal to pay, Husband shall have no choice moving forward except to represent himself.

So at the end of the day, we can either continue as we have here today, for likely the next three years, forcing Husband to put recovery, rehabilitation, and all progress to rebuild his life on hold, until Husband no longer needs to "play lawyer", so that he can focus upon rebuilding some semblance of his life. Husband has serious concerns, about the proceeds from the sale being parked with the court for very long, since Wife's abusive and litigious counsel works right across the street from the courthouse, while Husband will not be in state or able to adequately defend himself.

Furthermore, Husband is absolutely terrified to drive over the Cincinnati bridge, as wife can well testify. (Husband has not driven over that bridge in a decade, and the last time Husband had a serious panic attack, and nearly passed out while driving a U-Haul with Wife.

So Husband's only options are either to take enough Xanax that he can probably drive over the bridge safely, to then need to shortly thereafter find a place to park and sleep it off, or to have someone else who can drive Husband over the bridge, of which Husband knows of no volunteers (mother is now too old for that drive). Therefore, due to these exceptionally complex and harmful consequences for both parties, to continue in court any longer, Husband asks that the court make an exceptional modification to protocol, and provide to Husband and Wife a full and final divorce, here today, upon the grounds of

irreconcilable differences, and determine as fair of a financial settlement between the parties as the court is realistically equipped with the information it has, including the exhibits provided herein. Should the court be willing to grant us a final divorce today, but require more time to review the abundance of documentation provided, which is honestly completely unbiased, and to issue said settlement in the near future, without requiring another court appearance, Husband would be very welcoming to such an outcome as well.

Despite Husband's real need for support in this matter, Husband needs even more to never need to drive back over the Cincinnati bridge, to continue this violent process against each other and our own persons. For reason of mental and physical health, I beg the court to end this once and for all today, to save us all the next three years of our lives, wrestling over breadcrumbs. Husband's requests for a settlement approximately half of what the parties previously discussed, planned, and verbally agreed upon, is outlined below, which Husband respectfully asks the court to consider granting. Should the court decide to grant less to Husband, then Husband shall find no need to object or file further motions, Husband shall gratefully accept whatever the court finds fair. Husband does request that the court not decide upon any judgment which can be modified, altered, or which leaves the door open for future litigation, by either party. Else Husband fears that this case shall perpetually carry on forever, costing both parties more than either party can financially, emotionally, and mentally afford.

Although settlements are typically reached between opposing counsel; due to the abusive manner in which Ms. Story has presented herself throughout her filings in this case,

Husband respectfully requests that the court make an exception here to help protect Husband from needing to sit with Ms. Story and endure her condescending narrative and tone. Instead Husband simply requests that the court make a full and final determination, without any further negotiations or litigation between the parties.

Therefore, should the court not find Husband's request to be in the best interest of both parties, as well as of that of the court, Husband is reasonably certain that he'll never realistically see or benefit from any of the proceeds from the sale of his home. As Wife's counsel and other demands nibble away at it, beyond the practical reach of Husband. Whereby losing his retirement savings, and everything which Husband has earned during his lifetime, which would be one final travesty to end this absolutely toxic divorce.

Yet whatever it must be, so be it. Husband just asks the court for fair and reasonable consideration, and to end this nightmare once and for all. So, Husband can focus on what lies ahead, returning from where he once came, but has been fortunate not to need to leave since reaching adulthood.

Should the court have any questions or need any information, please feel free to ask. Husband can be emailed directly at [REDACTED] A mountain of documentation pertaining to the marriage is available upon your request.

Thank you for accepting this late filing, and earnestly considering the plethora of complex findings contained herein.

WHEREFORE, Husband would respectfully request that:

1. The court order a full and final divorce to Husband and Wife, on the grounds of Irreconcilable Differences. The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

2. That the Temporary Order of Protection be terminated. (Husband is willing to sign a "Hold Harmless" with Wife, which can be styled to include both of our families, our employers, etc... so to protect both parties from either defaming them or publishing anything online about them, for the rest of our lives. Not requiring yearly renewal as with an Order of Protection, and also not injuring Husband's vocational potential, like an Order of Protection.

3. If for any reason the court is not willing to terminate the Temporary Order of Protection, Husband respectfully requests that it only apply to Davidson and Williamson Counties, and that it not be converted into a full order, so not to affect Husbands employment potential. (Husband's firearms are located in a friend's gun vault in Goodlettsville. Husband needs to be able to legally pick them up in the U-Haul, while driving North toward Michigan, as Husband moves there for the foreseeable future.)

4. That the court divide any proceeds remaining from the sale of the home 50/50, while ordering both parties to continue assuming responsibility for the debts in their respective names. (Whether that be by bankruptcy or however the parties can.) Husband requests that his half of the split be paid directly to his mother, "Marsha A. Fenton" [REDACTED] to help setup a trust for the future needs of Husband, educationally or otherwise. (Provided there is enough money to justify doing so.)

5. That in addition to the 50/50 split requested above, that the court repay Husband's mother, "Marsha A. Fenton" [REDACTED] \$10,000 directly out of Wife's

share of the sale proceeds, prior to paying any other debts, obligations, or creditors, except for the two mortgages. This is to reimburse Husband's mother for the expense of defending Husband against these totally unnecessary litigious claims, without even addressing the divorce yet in a conventional manner. Wife had previously assured Husband that she was finished with her litigious assaults, yet Wife still elected to execute her largest, most unfair, brilliant, but absolutely devastating legal assault upon Husband to date, again, without a moments warning. Husband therefore request the court to order Wife to repay Marsha A. Fenton for her resulting losses.

6. That at least a sum of \$21,000 be paid to Husband's mother, Marsha A. Fenton, to repay Husbands debts to her, prior to paying off any other debts, obligations or creditors, except as stated herein.

7. That the court payoff the outstanding balances to Husband's legal counsel \$8,600 to Marty Duke and \$2,579.39 to Schaffer Law Firm, directly out of Wife's share of the sale proceeds, immediately following the repayment of Husband's mother, prior to paying off any other debts, obligations or creditors, except as stated herein.

8. That the court award Husband transitional alimony, which the court automatically deducts from wife's paycheck, in the amount of \$1,000 per month, for a period of four years, and wife be ordered to have her bankruptcy plan modified to compensate for this.

9. If there are any emergencies where Wife cannot legally pay alimony for any reason, that all missed payments be added onto the end of the four years, so that the overall benefit to Husband is not diminished in the end. (With the proposed alimony of \$1,000 per

month for a period of 4 years, that would equal a total alimony to be paid by Wife to Husband, of \$48,000.)

10. That after the full four year term of alimony is paid, by Wife to Husband, after having made up for any months missed throughout, that Wife should owe Husband, no more alimony or support of any kind, ever again, regardless of Husband's health, need or any other circumstances, conditions, or factors.

11. That Wife's employer keep Husband insured, as Mr. Ken Adkisson previously promised until the end of this year, or until Wife is no longer employed with that firm, whichever comes first.

12. That afterwards, Husband be responsible for his own insurance needs, without demand or oversight by this court.

13. That the court would order that neither the Wife, nor her counsel, can further litigate, sue, or harass husband, by means of legal actions or otherwise.

14. That the court order a "do not contact" on both parties for a period of one year, regarding the other.

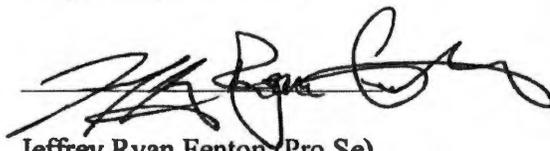
15. That both parties execute mutual lifetime "hold harmless" agreements, to include protection both to and from their families, employers, and friends, in addition to themselves.

16. The court order the auction date to be extended by a period of three-weeks after the final litigation is entered/heard in this matter, or after a 2-month moratorium is ordered by the court, forbidding anymore legal filings, until Husband has had an opportunity to complete his move to Michigan and get settled. During which time Husband

is not to be disturbed by any of the parties in this matter, so that he can focus on packing and realistically have a chance to complete it, on such a short deadline.

17. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

Respectfully submitted,

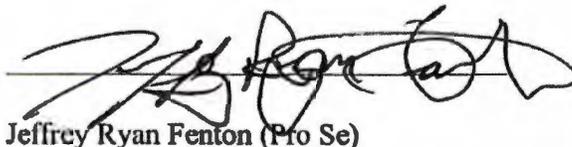


Jeffrey Ryan Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
jeff.fenton@live.com
(615) 837-1300

This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m. If no written Response to this Motion is filed and served in a time set by Local Rules of Practice, the Motion may be granted without a hearing.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email, hand-delivered, and/or first-class mail to Virginia Lee Story, Attorney for Wife, at 136 4th Avenue South, Franklin, TN 37064, on this the 29 day of August, 2019.



Jeffrey Ryan Fenton (Pro Se)

Terry M. Huff, LCSW
Suite 134
5115 Maryland Way
Brentwood, TN 37027
615-627-4191
terrymbuff.com

2019 AUG 29 AM 9:23

FILED FOR ENTRY _____

August 28, 2019

To Whom it May Concern:

I'm writing at the request of my client, Mr. Jeff Fenton, to explain his mental health challenges and their effects on his general functioning. I am licensed as a clinical social worker in Tennessee, and I have a private psychotherapy practice in Brentwood. I have been providing psychotherapy services for thirty years. My specialty is in helping adults with attention deficit hyperactivity disorder (ADHD).

I began seeing Mr. Fenton May 3, 2018. His primary concerns for which he sought my help were marital problems and effects of his ADHD. He has a history of particular difficulties with occupational functioning due to extraordinary perfectionism and getting lost in details, which contribute to inefficiency and missed deadlines. This particular challenge, along with certain other features, are consistent with symptoms of obsessive compulsive personality disorder. ADHD and OCPD have been the focus of Mr. Fenton's psychotherapy. He also has specific phobias and social anxiety, which have not been the primary focus in therapy.

ADHD is a neurological condition that makes it difficult to manage one's attention and inhibit impulses. It is often misperceived as an inability to focus rather than difficulty managing and shifting the focus of one's attention. Adults with ADHD often have difficulty returning to open awareness when locked into a focused state of awareness. They often have trouble activating and sustaining effort on monotonous tasks, organizing and prioritizing tasks, keeping track of items needed for tasks, estimating and tracking time, managing emotions skillfully, inhibiting speech and action (tending to talk excessively and interrupt others), and inhibiting impulses.

Obsessive Compulsive Personality Disorder is characterized by "preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency," according to the DSM-5 (Diagnostic and Statistical of Mental Disorders - 5th edition). Individuals with this disorder try "to maintain a sense of control through painstaking attention to rules, trivial details, procedures, lists, schedules, or form to the extent that the major point of the activity is lost." They may get so caught up in the details of a project that they don't complete it, or they miss deadlines. It can take them a long time to complete a task due to this excessive preoccupation with details. They are often "inflexible about matters of morality, ethics, or values and may force themselves and others to follow rigid moral principles and very strict standards of performance." They often have trouble delegating tasks to others, as others must conform to their way of doing things. Those tasks must be done "correctly." They tend to "plan ahead in meticulous detail and are unwilling to consider changes." Their ability to compromise may be compromised by the inflexibility. They are uncomfortable with relationships and situations in which they are not in control or where they must rely on others. They are uncomfortable with the unpredictable.

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - A

RE: Fenton v Fenton

Case# 48419B

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One effect of the OCPD is Mr. Fenton's communication when dealing with conflict. His excesses in speech and writing can appear imposing or hostile. He acknowledges his compulsion to communicate excessively. The compulsion is driven by an undercurrent of unsettled feelings that persist until he is certain there is no possibility of being misunderstood. This pattern is consistent with the disorder (OCPD). His effect on others—i.e., anyone receiving the excess of communication—is often lost on him, as his attention is locked into the effort to be understood. Consequently, those efforts are experienced by others as intense and sometimes hostile.

Mr. Fenton is aware that he has more work to do on this problem. He recently requested that we focus less on the present crisis and more on managing the challenge of coping effectively with the symptoms ADHD and OCPD, and decreasing self-defeating behavior. Due to both conditions, Mr. Fenton's excessive attention to what he wants to communicate obstructs him from being aware, in a given moment, of effects of his efforts (e.g., the impact of the volume of his voice when speaking, or the volume of information when writing).

Mr. Fenton has been forthcoming in psychotherapy sessions and has been open and willing to be challenged with respect to his symptoms and their effects. He acknowledges mistakes when they are pointed out and is working to understand how his best intentions sometimes go awry, and his persistent efforts can be self-defeating.

Mr. Fenton has never expressed any intention of harming himself or others during the sixteen months that I have known him. I have never had reason to suspect any intention to harm himself or others. He has participated frequently in a support group for adults with ADHD. He has participated actively and has offered help to others in the group.

Thank you for consideration of the role that mental health and disability have played out in Mr. Fenton's life and relationships. His participation in psychotherapy and related services will continue.

Respectfully,

Terry M. Huff, LCSW

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Radnor Psychiatric Group, PLC
5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205
Fax: (615) 373-5165

July 19, 2019

To Whom It May Concern:

RE: Jeffrey Fenton, DOB: 10/08/19/69

Jeff Fenton has been a patient under my care since February 2012. He has been diagnosed with a Generalized Anxiety Disorder, Attention Deficit Disorder, and some Obsessive Compulsive Personality traits. He has been complaint with both his psychiatric medications prescribed and his individual psychotherapy with Terry Huff, LCSW.

The symptoms of his illnesses have interfered with his ability to maintain employment, despite compliance with our treatment recommendations. His condition does not predispose him to any violent behavior and, to my knowledge, he has not been involved in any violent behavior since being a patient under my care.

If you have any further questions regarding his diagnosis, treatment, or prognosis, please contact me with his permission.

Sincerely,


Richard E. Rochester, M.D.

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

*Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24)
DSM-5 307.45 (G47.24)*

**Terry M. Huff, LCSW
5115 Maryland Way
Brentwood, TN 37027
ph: 615-627-4191**

July 29, 2019

To Whom It May Concern:

I have been seeing Mr. Jeff Fenton in individual psychotherapy from May 3, 2018 to present. He has also been a participant in my support group for adults with ADHD (attention deficit hyperactivity disorder). During this period I have never had any suspicion, or reason for concern, that Mr. Fenton is at risk for harming himself or others.

Respectfully,


Terry M. Huff, LCSW

186

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY

SUITE C-11

BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205

Fax: (615) 373-5165

November 1, 2018

RE: Jeffrey Fenton, DOB: 10/08/1969

To Whom It May Concern:

Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with obsessive concerns over his health.

His symptoms of severe anxiety, obsessive worry, preoccupation with details and rules, perfectionism, inflexibility, and problems with rigidity have all interfered with his ability to hold a job and have a healthy relationship.

I have prescribed medication including Lexapro 40 mg a day, Vyvanse 70 mg a day, Xanax 1 mg every six hours as needed, and Restoril 30 mg at night for chronic insomnia. He also has continued to see Terry Huff, LCSW, in psychotherapy. Despite his compliance with his medication and therapy, his symptoms continue to be disabling.

Please consider Mr. Fenton's severe psychiatric condition in any judgments being made about his ability to work and his ongoing divorce. If you have any questions regarding his treatment or prognosis, please contact me with his permission.

Sincerely,



Richard E. Rochester, M.D.
RER/sde

187

Obsessive Compulsive Personality Disorder

Home » Disorders » Personality » **Obsessive Compulsive Personality Disorder**

Obsessive Compulsive Personality Disorder

By **Steve Bressert, Ph.D.**

Last updated: 23 Apr 2019

~ 4 MIN READ

Obsessive-compulsive personality disorder is characterized by a preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency.



When rules and established procedures do not dictate the correct answer, decision making may become a time-consuming, often painful process. Individuals with obsessive-compulsive personality disorder may have such difficulty deciding which tasks take priority or what is the best way of doing some particular task that they may never get started on anything.

They are prone to become upset or angry in situations in which they are not able to maintain control of their physical or interpersonal environment, although the anger is typically not expressed directly. For example, a person may be angry when service in a restaurant is poor, but instead of complaining to the management, the individual ruminates about how much to leave as a tip. On other occasions, anger may be expressed with righteous indignation over a seemingly minor matter.

People with this disorder may be especially attentive to their relative status in dominance-submission relationships and may display excessive deference to an authority they respect and excessive resistance to authority that they do not respect.

Individuals with this disorder usually express affection in a highly-controlled or stilted fashion and may be very uncomfortable in the presence of others who are emotionally expressive. Their everyday relationships have a formal and serious quality, and they may be stiff in situations in which others would

Obsessive Compulsive Personality Disorder

smile and be happy (e.g., greeting a lover at the airport). They carefully hold themselves back until they are sure that whatever they say will be perfect. They may be preoccupied with logic and intellect.

A personality disorder is an enduring pattern of inner experience and behavior that deviates from the norm of the individual's culture. The pattern is seen in two or more of the following areas: cognition; affect; interpersonal functioning; or impulse control. The enduring pattern is inflexible and pervasive across a broad range of personal and social situations. It typically leads to significant distress or impairment in social, work, or other areas of functioning. The pattern is stable and of long duration, and its onset can be traced back to early adulthood or adolescence.

Symptoms of Obsessive-Compulsive Personality Disorder

A pervasive pattern of preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency, beginning by early adulthood and present in a variety of contexts, as indicated by four (or more) of the following:

- Is preoccupied with details, rules, lists, order, organization, or schedules to the extent that the major point of the activity is lost
- Shows perfectionism that interferes with task completion (e.g., is unable to complete a project because his or her own overly strict standards are not met)
- Is excessively devoted to work and productivity to the exclusion of leisure activities and friendships (not accounted for by obvious economic necessity)
- Is overconscientious, scrupulous, and inflexible about matters of morality, ethics, or values (not accounted for by cultural or religious identification)
- Is unable to discard worn-out or worthless objects even when they have no sentimental value
- Is reluctant to delegate tasks or to work with others unless they submit to exactly his or her way of doing things
- Adopts a miserly spending style toward both self and others; money is viewed as something to be hoarded for future catastrophes

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Obsessive Compulsive Personality Disorder

- Shows significant rigidity and stubbornness

Because personality disorders describe long-standing and enduring patterns of behavior, they are most often diagnosed in adulthood. It is uncommon for them to be diagnosed in childhood or adolescence, because a child or teen is under constant development, personality changes, and maturation. However, if it is diagnosed in a child or teen, the features must have been present for at least 1 year.

Obsessive-compulsive personality disorder is approximately twice as prevalent in males than females, and occurs in between 2.1 and 7.9 percent of the general population.

Like most personality disorders, obsessive-compulsive personality disorder typically will decrease in intensity with age, with many people experiencing few of the most extreme symptoms by the time they are in their 40s or 50s.

How is Obsessive-Compulsive Personality Disorder Diagnosed?

Personality disorders such as obsessive-compulsive personality disorder are typically diagnosed by a trained mental health professional, such as a psychologist or psychiatrist. Family physicians and general practitioners are generally not trained or well-equipped to make this type of psychological diagnosis. So while you can initially consult a family physician about this problem, they should refer you to a mental health professional for diagnosis and treatment. There are no laboratory, blood, or genetic tests that are used to diagnose obsessive-compulsive personality disorder.

Many people with obsessive-compulsive personality disorder don't seek out treatment. People with personality disorders, in general, do not often seek out treatment until the disorder starts to significantly interfere or otherwise impact a person's life. This most often happens when a person's coping resources are stretched too thin to deal with stress or other life events.

A diagnosis for obsessive-compulsive personality disorder is made by a mental health professional comparing your symptoms and life history with those listed here. They will make a determination whether your symptoms meet the criteria necessary for a personality disorder diagnosis.

Causes of Obsessive-Compulsive Personality

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Obsessive Compulsive Personality Disorder

Disorder

Researchers today don't know what causes obsessive-compulsive personality disorder, however, there are many theories about the possible causes. Most professionals subscribe to a biopsychosocial model of causation – that is, the causes are likely due to biological and genetic factors, social factors (such as how a person interacts in their early development with their family and friends and other children), and psychological factors (the individual's personality and temperament, shaped by their environment and learned coping skills to deal with stress). This suggests that no single factor is responsible – rather, it is the complex and likely intertwined nature of all three factors that are important. If a person has this personality disorder, research suggests that there is a slightly increased risk for this disorder to be "passed down" to their children.

Treatment of Obsessive-Compulsive Personality Disorder

Treatment of obsessive-compulsive personality disorder typically involves long-term psychotherapy with a therapist that has experience in treating this kind of personality disorder. Medications may also be prescribed to help with specific troubling and debilitating symptoms. For more information about treatment, please see **obsessive-compulsive personality disorder treatment**.

► **References** - [Click to open](#)

APA Reference

Bressert, S. (2019). Obsessive Compulsive Personality Disorder. *Psych Central*. Retrieved on August 28, 2019, from <https://psychcentral.com/disorders/obsessive-compulsive-personality-disorder/>

Last updated: 23 Apr 2019

Last reviewed: By a member of our scientific advisory board on 23 Apr 2019

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Jeff Fenton

From: Brittany Gates <brittanyimgates@icloud.com>
Sent: Wednesday, June 19, 2019 4:16 PM
To: Jeff Fenton
Subject: Re: Sunnyside house (This whole thread, explains a lot to do with our home, Fawn's devious plans, why I couldn't trust her to sell it with a POA (to sign my name), and some significant defects in the property, which Fawn refuses to legally disclose.)

2019 AUG 29 AM 9:21
FILED FOR ENTRY

Categories: 5-Email: Present to Court

I've reached out to Virginia and we've scheduled a call for tomorrow. Once I speak to her i'd like hear your side of the case in order to prepare a counter complaint. Does 11:00 am work for your schedule if I speak to Virginia in the morning?

Brittany Gates
Attorney at Law
1616 Westgate Circle, Suite 116
Brentwood, Tennessee 37027
(615)844-6195:office
(615)844-6196:facsimile
(615)517-9490: cell phone
Sent from my iPhone

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - C

RE: Fenton v Fenton

Case# 48419B

192

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 JUN 20 AM 9:17

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
v.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

FILED FOR ENTRY _____

No. 48419B

COPY

MOTION TO DEEM HUSBAND SERVED

COMES NOW the Plaintiff/Wife, Fawn [REDACTED] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Deem Husband Served and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce on June 4, 2019.
2. Counsel for Wife hired a private process server, Lori Polk, to attempt personal service on Husband.
3. Ms. Polk attempted to serve Husband at his residence located at 1986 Sunny Side Drive, Brentwood, Tennessee on June 5, June 6, and June 8 to no avail. (See Affidavit of Lori Polk which was previously filed with the Court on June 11, 2019 and is attached to the Affidavit of Reasonable Efforts filed simultaneously with this Motion.)
4. Husband has installed numerous cameras around the home and posted a "No Trespassing" sign on the property. (Photo of sign is attached to Affidavit of Lori Polk.)
5. After Ms. Polk communicated that she was unable to serve Husband at the marital residence, counsel for Wife attempted service via certified mail as stated below. Counsel also mailed via U.S. first-class mail a copy of the Complaint which has not been returned by the post office. Based upon the numerous emails and texts from Husband to Wife, it is clear that Husband is aware of the Complaint and he is avoiding service. A copy of the Complaint has also been sent

to Husband via email.

6. A file-stamped copy of the Summons and Complaint for Divorce was sent to Husband via certified mail, return receipt requested, on June 11, 2019. On June 17, 2019, counsel for Wife received the return receipt for the certified mail which had been signed. The signature on the return receipt is that of an adult roommate who is currently residing with Husband.

7. Wife believes that Husband is trying to evade service.

8. That Husband be deemed served pursuant to Tennessee Rules of Civil Procedure 4.04(1) which states that service is made:

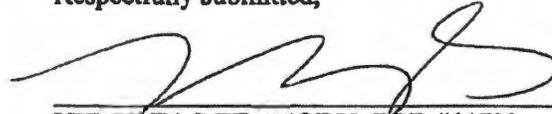
Upon an individual other than an unmarried infant or an incompetent person, by delivering a copy of the summons and of the complaint to the individual personally, or if he or she evades or attempts to evade service, by leaving copies thereof at the individuals dwelling or usual place of abode with some person of suitable age and discretion then residing therein, whose name shall appear on the proof of service, or by delivering the copies to an agent authorized by appointment or by law to receive service on behalf of the individual served.

9. That Wife has also filed an Alias Summons on June 11, 2019 requesting that service on Defendant be attempted by the Sheriff's Department. To date, the Sheriff's Department has not been successful in serving Defendant.

10. That counsel for Wife has made all attempts to obtain personal service on Defendant to no avail. (See Affidavit of Reasonable Efforts attached hereto as Exhibit 1.)

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Deem Husband Served and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,



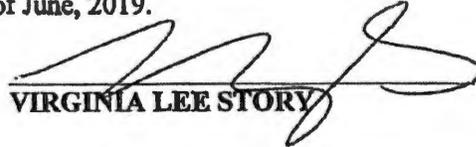
VIRGINIA LEE STORY; BPR #11700

Attorney for Plaintiff/Wife
136 Fourth Avenue, South
Franklin, Tennessee 37064
(615) 790-1778
virginia@tnlaw.org

**THIS MOTION IS SET TO BE HEARD ON JULY 18, 2019 AT 9:00 A.M. ON THE
CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY
COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND
SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION
MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED**

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded by certified mail, first-class mail, and email to Jeffrey Ryan Fenton at Jeff@Meticulous.tech and 1986 Sunny Side Drive, Brentwood, TN 37027 on this the 20th day of June, 2019.



VIRGINIA LEE STORY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
)
vs.) No. 48419B
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

AFFIDAVIT OF REASONABLE EFFORTS

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.
2. On June 4, 2019, I filed a Complaint for Divorce on behalf of my client, Fawn [REDACTED] Fenton.
3. That I have sent a file-stamped copy of the Summons and Complaint to Defendant on June 12, 2019 via certified mail.
4. That I received a signed return receipt for the Summons and Complaint on June 17, 2019.
5. That upon information and belief the signature on the return receipt is that of an adult roommate that is currently residing with Defendant. Pursuant to Tennessee Rules of Civil Procedure if a party is avoiding service, the service may be accepted by an adult living in the home.
6. That I have also attempted personal service via a private process server, Lori Polk, who attempted service on three separate occasions to Defendant's residence to no avail (see attached Affidavit of process server). After the process was attempted, Husband posted signs that he would prosecute those entering the property.
7. The Defendant is clearly evading service of the Summons and Complaint for Divorce. In 2018, Plaintiff filed for Divorce and Defendant avoided service for several months costing her enormous expense and wasting considerable time. The Defendant has installed video

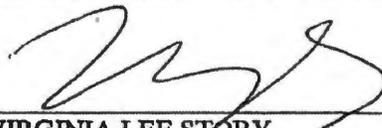
196



and audio surveillance, blackout window shades, and physical gates and barriers specifically for the purpose of detecting and avoiding personal service.

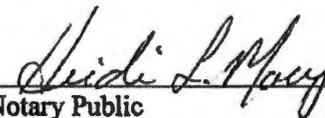
8. That Defendant should be deemed served pursuant to Tennessee Rule of Civil Procedure 4.04(1) so this matter may proceed to conclusion. This notice has been sent to the Defendant/Husband via regular mail and via certified mail with a copy of the Complaint. The Sheriff's Department now has the Complaint for Service as well as the Order of Protection.

FURTHER AFFLIANT SAITH NOT.



VIRGINIA LEE STORY

SWORN to and subscribed before me this 20th day of June, 2019.



Notary Public
My Commission Expires: 6-19-2024



Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.



Heidi L. Macy
Notary Public
My commission expires: 6-19-22

Filed Return 6-11-19

RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by:

2. I failed to serve a copy of this summons on the witness because Avoiding Service

3. I acknowledge being served with this summons on the date indicated below:

DATE OF SERVICE: June 8, 2019

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: John Polk

ADDRESS OF PROCESS SERVER (TRCP 4.01): 2801 Sanford Road, Nolensville, TN 37135

Signature of Notary Public or Deputy Clerk: Andi J. Macy

Commission Expires: 6-19-22



RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 2019, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. _____ to the defendant _____ on the _____ day of _____, 2019. I

received the return receipt, which had been signed by _____ on the _____ day of _____, 2019. The return receipt is attached to this original

summons to be filed by the Chancery Court Clerk and Master.

Signature _____ Address (TRCP 4.01) _____

Sworn to and subscribed before me on this _____ day of _____, 2019.

Signature of Notary Public or Deputy Clerk _____ Commission Expires: _____

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

CLERK & MASTER

For ADA assistance, please call ADA coordinator: 615-790-5428

STATE OF TENNESSEE

WILLIAMSON COUNTY CLERK OF COURT
SUMMONS

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED FOR ENTRY

FAWN [REDACTED] FENTON
Plaintiff

CIVIL ACTION NO. 48419B

vs.

Service By:

Sheriff

Attorney

Sec. Of State

Comm. of Insurance

JEFFREY RYAN FENTON
Defendant

To the above-named Defendant:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

You are hereby summoned and required to serve upon Virginia L. Story, Esq., Plaintiff's attorney, whose address is 136 Fourth Avenue South, Franklin, Tennessee 37064, an answer to the complaint which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witnessed and Issued, Elaine B. Beeler, Clerk and Master for said Court at office this 4 day of June, 2019.

Signature of Jacqueline Edwards
Clerk & Master

NOTICE:

To the Defendant(s): Tennessee law provides a ten thousand dollar (\$10,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the terms you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary, however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Mail list, including docket number, to: Clerk and Master, P.O. Box 1666, Franklin, TN 37065.

RETURN TO CLERK & MASTER



WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:21

FILED FOR ENTRY _____

Welcome

to

Sunny Side!

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - D

RE: Fenton v Fenton 203

Case# 48419B

203

CRS - Property Report for Parcel Tax ID 013J A 035.00

Page 1 of 3



Property Report

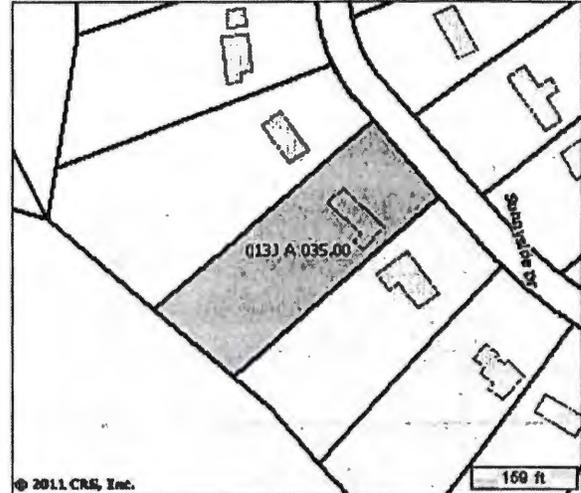
Tuesday, September 27, 2011

1986 Sunnyside Dr, TN
Williamson County, TN parcel# 013J A 035.00

Property Report

Location
Property Address | 1986 Sunnyside Dr
TN
Subdivision | Sunnyside Est Sec 3
County | Williamson County, TN

Current Owner
Name | Fenton Jeffrey R Fenton Fawn T
Mailing Address | 1986 Sunny Side Dr
Brentwood, TN 37027-5404



Property Summary
Property Type | Residential
Land Use | Residential
Improvement Type | Single Family
Square Feet | 2579 sf...

General Parcel Information
Parcel/Tax ID | 013J A 035.00
Special Int | 000
Alternate Parcel ID
Land Map | 013N
District/Ward
Census Tract/Block

Sales History through 09/02/2011

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
04/29/2011	\$350,000	Fenton Jeffrey R		Warranty Deed		5313/452 11015616
02/20/2009		Terrell Mangel Jerome		Quit Claim Deed		4743/715
07/08/2005	\$253,000	Terrell Jerome & Etux Colette Keyser		Accepted Warranty Deed Sale	Completely Qualified	3615/152
08/07/1998	\$228,000	Bond Melner R & Etux Kimala K		Accepted Warranty Deed Sale	Completely Qualified	1708/576
05/18/1989	\$125,950	Sweitzer Robert J & Etux Michelle L		Non-Qualfd Warranty Deed Sale	Completely Qualified	836/702
01/01/1978	\$86,500			Non-Qualfd Warranty Deed Sale	Completely Qualified	318/97

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Tax Year	2010	City Taxes	\$0	Williamson	2.310
Appraised Land	\$60,000	County Taxes	\$1,461.65		
Appraised Improvements	\$193,100	SSD Taxes	\$0		
Total Tax Appraisal	\$253,100	Total Taxes	\$1,461.65		
Total Assessment	\$63,275	Exempt Amount			
		Exempt Reason			

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<http://taxdata.realtracs.net/RealEstate/eval/propertyreport.aspx?p=HIj8WuMSXDaS9T9xHTCtUB...> 9/27/2011

CRS - Property Report for Parcel Tax ID 013J A 035.00

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
4/29/2011	\$280,000	Fenton Fawn Fenton Jeffrey R	Renasant Bank	5313/455 11015617
4/29/2011	\$50,000	Fenton Fawn T Fenton Jeffrey R	Bancorp South Bank	5313/469 11015618
3/19/2010	\$55,000	Terrell Mangel Jerome Keyser Colette	First Tennessee Bank National Association	5033/1 10010447
2/20/2009	\$235,000	Terrell Mangel Jerome Keyser Colette	Suntrust Bank	4743/717 09008279
7/8/2005	\$37,950	Terrell Jerome Keyser Colette	Suntrust Bank	3615/171 05031674
7/8/2005	\$202,400	Terrell Jerome Keyser Colette	Suntrust Bank	3615/155 05031673
10/9/2003	\$173,050	Bond Melner R Bond Kimala K	First Horizon	3049/284 03582901
8/7/1998	\$182,400	Bond Melner R Iii Bond Kimala K	Amsouth Bank	1708/0576
8/4/1997	\$15,000	Sweitzer Robert H & Michelle L	Nationsbank	1561/728
5/28/1997	\$30,500	Sweitzer Robert J Etux	Nashville Bank Of Commerce	1532/258
7/12/1996	\$15,181	Sweitzer Robert & Michelle	Nationsbank	1424/697
2/29/1996	\$8,652	Sweitzer Robert J & Michelle L	Nationsbank	1378/624
12/21/1995	\$10,000	Sweitzer Robert J & Michelle L	Nationsbank	1361/107

Property Characteristics: Building

Building #	Type	Condition	Sq Feet	Year Built	Effective Year	BRs	Baths	Rooms	Stories	Units
1	Single Family		2579	1977	1996				1	1

Building Square Feet (Living Space)			Building Square Feet (Other)		
First Story (Base)			Basement (unfinished)		
2579			621		

Construction

Quality	Stair-Step Design	Roof Framing	Gable And Hip
Shape		Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	Above Average
Common Wall	None	Floor Finish	Carpet Combination
Foundation	Continuous Footing	Interior Finish	Panel'g Plast-D Wall
Floor System	Wood W/ Sub Floor	Air Conditioning	
Exterior Wall	Brick	Heat Type	Heat & Cooling Split
Structural Framing	None	Bathroom Tile	Floor & 1/2 Wall
Fireplace	1	Plumbing Fixtures	8

Other

Occupancy	Vacant	Building Data Source	Inspection
-----------	--------	----------------------	------------

Property Characteristics: Extra Features

Feature	Size or Description	Year Built	Condition
Drwy	C G		
Patio	12X14	1977	
Frpl		1996	

Property Characteristics: Lot

Land Use	Residential	Lot Dimensions	150.00 x 434.00
Block/Lot	/29	Lot Square Feet	
Latitude/Longitude	36.019077°/-86.874929°	Acreage	

Property Characteristics: Utilities/Area

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		Special School District 1	
Zoning Code		Special School District 2	

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<http://taxdata.realtracs.net/RealEstate/eval/propertyreport.aspx?p=HIj8WuMSXDAs9T9xHTCtUB...> 9/27/2011

CRS - Property Report for Parcel Tax ID 013J A 035.00

Owner Type

Legal Description

Subdivision Sunnyside Est Sec 3
Block/Lot /29

Plat Book/Page Description 5/67

District/Ward

Tuesday, September 27, 2011

1986 Sunnyside Dr, TN
Williamson County, TN parcel# 013J A 035.00

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Information Deemed Reliable But Not Guaranteed.
Contact Realtracs at 615-385-0777 for Help.

<http://taxdata.realtracs.net/RealEstate/eval/propertyreport.aspx?p=Hij8WuMSXDaS9T9xHTCtUB...> 207 9/27/2011

VISTA



ADVANCED SECURITY AND ALARM COMMUNICATIONS
FOR TODAY'S HOMEOWNER

The Secure Connection

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

Honeywell

EXHIBIT - E

RE: Fenton v Fenton

Case# 48419B

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PROTECTED...AND CONNECTED!



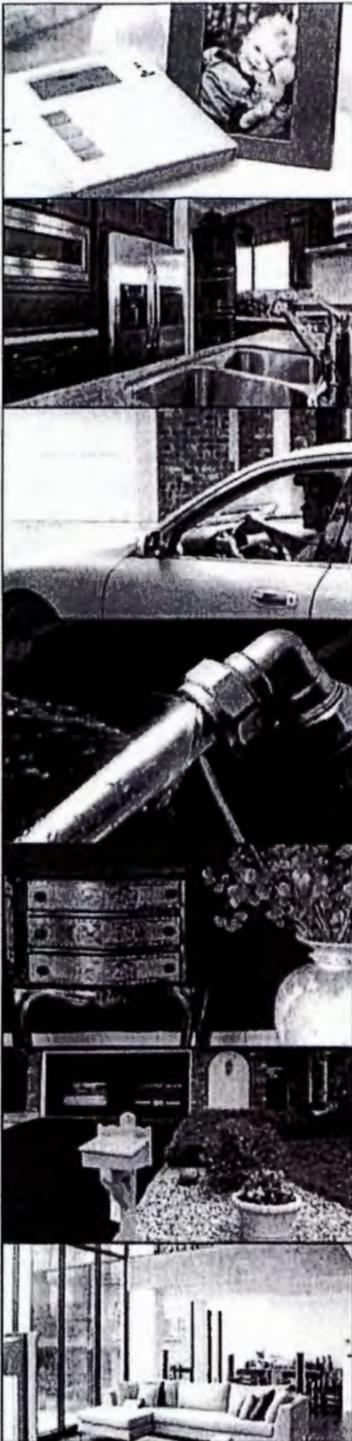
ADVANCED COMMUNICATIONS

Thanks to Honeywell's VISTA security system, you can make sure that the most reliable technology is protecting your property and the people you love. VISTA can communicate alarm signals with more than just a phone line—giving you more flexibility by using the Internet and GSM wireless radios as either the primary or backup method of alarm transmission. It's a great solution for cell phone-only homes or people that rely on Voice Over IP (VoIP) digital telephone service.

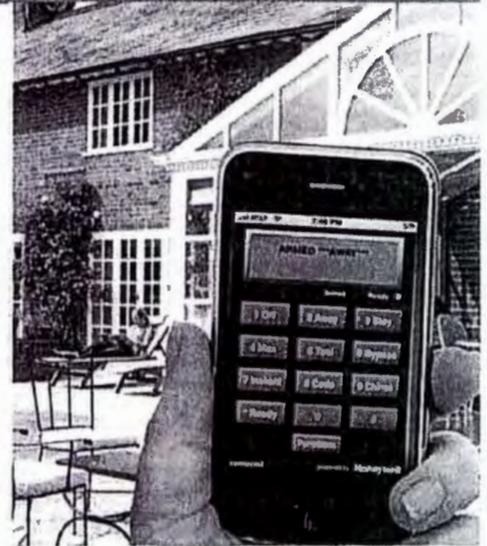
VISTA's built-in communicators can provide you with enhanced security by alerting you when a child comes home from school, if a valuable object has been moved, if extreme temperature is detected and more. VISTA is a system that provides added reliability, security and convenience. It's simply the best way to stay protected...and connected.



VISTA provides a range of options that keep you aware of what's going on in and around your home and provide you with the peace of mind and protection you deserve. Choose from:



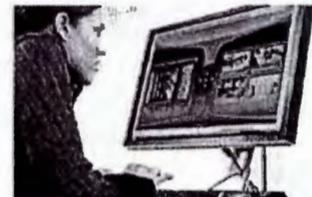
- Keypads that are easy to use and put security at your fingertips. Choose from standard or wireless versions, keypads that speak, or sleek graphic touchscreens that match any décor and double as digital picture frames.
- Fire and Life Safety Products including professionally installed wireless smoke, heat and carbon monoxide detectors that are connected to your alarm system and can be monitored 24 hours a day.
- Remote Controls that let you arm and disarm your security system from a distance, activate panic alarm and control lights and garage doors
- Environmental Sensors to help prevent spoilage, damage from flood and extreme temperatures. They're ideal for basements, bathrooms, kitchens, freezers and laundry rooms.
- Wireless Indoor Theft Prevention Sensors that alert you when an attempt is made to move or disturb valuable objects within your home, including flat screen TVs, heirlooms, paintings and more—even when the system is disarmed
- Wireless Outdoor Motion Sensors that alert you when someone is on your property. They are ideal for sheds, garages, pool areas and driveway alerts.
- Glassbreak Detectors provide shatter and shock protection for your windows to further enhance your perimeter protection



TOTALLY CONNECTED!

You can opt to combine your security system with Honeywell's Total Connect Remote Services, which let you utilize the Internet and various mobile devices to view live video and receive updates about activity in and around your home wherever you are.

- If flood or extreme temperature change is detected, if motion is sensed in a specific indoor or outdoor area or if a protected asset is moved, you can receive e-mail alerts and notification via your PC or laptop, iPhone®, iPad™, cell phone or BlackBerry®. A free, convenient Apple® iPhone App is also available.



- The system can be customized to trigger an alarm in several ways, including sending a message, recording from a video camera or chiming a keypad
- Multiple account capability—lets you monitor vacation homes, investment properties and businesses with one log-in

Apple, iPhone and iPad are trademarks of Apple Inc. All other trademarks are properties of their respective owners.

The Ultimate Protection

With VISTA, you'll have the ultimate protection—knowing that the proper authorities can be summoned to your home in the event of a burglary, fire or other emergency regardless of the communications path used. Ask your security professional for more information!

For more information:

www.honeywell.com/security/hsc

Automation and Control Solutions

Honeywell Security & Communications

2 Corporate Center Dr. Suite 100

P.O. Box 9040

Melville, NY 11747

1.800.467.5875

www.honeywell.com

Honeywell

L/VISTA/EUR/D
April 2010
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Jeff Fenton

From: Jacob [jacob@geoarm.com]
Sent: Monday, June 13, 2011 9:15 AM
To: 'Jeff Fenton'
Subject: RE: Large Residential Honeywell Security Order

Jeff,

Here is the updated list. Simply write in the comments section of your order that "I agree to an additional charge to this credit card of \$3,605.04 for the parts as agreed upon in the email with Jacob."

PART	PRICE	QUANTITY	TOTAL
21IP Hybrid KIT	299.99	1	299.99
6272CSV	295.99	1	295.99
5828V	142.99	1	142.99
5800RP	109.99	1	109.99
Transformer	17.99	1	17.99
5804BDV	123.99	2	247.98
5800WAVE	107.99	1	107.99
748 Ademco	39	1	39
702 Ademco	27.99	1	27.99
5808W3	89.99	6	539.94
5800CO	114.99	2	229.98
5821-470PB	73.99	1	73.99
5853	99.99	5	499.95
FG701	64.99	1	64.99
5800PIR-RES	92.99	5	464.95
5800PIR-OD	274.99	1	274.99
5816WMWH	41.99	5	209.95
5814	59.99	5	299.95
5802MN2	56.99	1	56.99

NO Tax, Free Shipping

Total = \$4,005.59

-10% Discount (\$400.55)

Total = \$3,605.04

Jacob McAuliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

8/14/2011

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West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarmclub.com

www.geoarm.com

From: Jacob [mailto:jacob@geoarm.com]
Sent: Friday, June 10, 2011 10:02 AM
To: 'Jeff Fenton'
Subject: RE: Large Residential Honeywell Security Order

Jeff,

I had to redo the math so here is the correct list:

PART	PRICE	QUANTITY	TOTAL
21IP Hybrid KIT	299.99	1	299.99
6272CSV	295.99	1	295.99
5828V	142.99	1	142.99
5800RP	109.99	1	109.99
Transformer	17.99	1	17.99
5804BDV	123.99	2	247.98
5800WAVE	107.99	1	107.99
748 Ademco	39	1	39
702 Ademco	27.99	1	27.99
5808W3	89.99	6	539.94
5800CO	114.99	2	229.98
5821-470PB	73.99	1	73.99
5853	99.99	5	499.95
FG701	64.99	1	64.99
5800PIR-RES	92.99	5	464.95
5800PIR-OD	274.99	1	274.99
5816WMWH	41.99	5	209.95
5814	59.99	5	299.95

NO Tax, Free Shipping

Total = \$3,948.60

-10% Discount (\$394.86)

Total = \$3,553.74

8/14/2011

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If you are ready to place the order, I will have you order the monitoring service plan you want on the website here:

<http://www.geoarm.com/alarmnet-internet-alarm-monitoring.html>

and then in the comments section of the order, write that you agree to a charge of 3553.74 as per the equipment list in this email.

Jacob McAullife

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarclub.com

www.geoarm.com

From: Jeff Fenton [mailto:Jeff@FentonMall.com]
Sent: Thursday, June 09, 2011 5:26 PM
To: <Jacob@geoarm.com>
Subject: Re: Large Residential Honeywell Security Order

Free shipping and no sales tax, right?

Sent from my iPhone

On Jun 9, 2011, at 3:32 PM, "Jacob" <jacob@geoarm.com> wrote:

Jeff,

Because of the size of your order, I am authorized to offer you our maximum discount of 10%.

I added our price for the 5828V (\$142.99). I also matched the HSS prices on the two items not listed on our website, the 6272CSV and the 748 Siren.

8/14/2011

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I also added a transformer for the 5800RP (\$17.99) which I recommend for your order.

The total (you may need to check my math) comes to \$3883.61. With our 10% discount, the total price for the order would be \$3495.25. This is practically cost for the equipment, but our goal is to retain happy monitoring clients. Yes, the magnets are included with the equipment. If you have any additional questions, or want to go ahead with placing the order, just let me know so I can assist you.

Jacob McAuliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarclub.com

www.geoarm.com

From: Jeff Fenton [mailto:Jeff@FentonMall.com]
Sent: Thursday, June 09, 2011 12:31 PM
To: Jacob@GeoArm.com
Subject: Large Residential Honeywell Security Order
Importance: High

Hello Jacob,

Please find attached a list of Honeywell equipment that I'm going to purchase. If your company can match the prices of the Home Security Store, then I'll gladly give your company the entire order (along with a 3 year monitoring contract with Total Connect), otherwise I'll have to go with what makes the most sense financially.

I want to place this order ASAP, so please let me know what your company is willing to do.

8/14/2011

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Thanks.
Jeff Fenton
(615) 837-1301

<image001.jpg>

Confidentiality Notice:

This e-mail message, including any attachments, may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution, or copying of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this e-mail message from your computer.

8/14/2011

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CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - F

RE: Fenton v Fenton

Case# 48419B

WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:20

FILED FOR ENTRY _____

Live Office Video Feed

Take a LIVE look into our office in real time! If you see us online then we are READY and able to help! Give us a call for a free consultation on moving forward with your project! Office: (615) 837-1300. Mobile: (615) 837-1301 (ask for Jeff).

Internet Explorer does not support this video format, please use Firefox, Chrome, or Safari.



Office Feed Hours: Monday - Friday (8 am - 4 pm)
Audio is Disabled for Personal & Professional Privacy

4

... 217

Datasheet  Dome IP Camera**ZAVIO****D3100 720p Megapixel Mini Dome IP Camera**

- Megapixel 720P HD resolution
- Multiple H.264, Motion JPEG and MPEG-4 video streams
- MicroSD card slot
- Power over Ethernet
- Ultra-compact
- Screwless 3-axis angle adjustment for easy installation on wall or ceiling

- Megapixel CMOS image sensor
- Multiple H.264, Motion JPEG, MPEG-4 and 3GPP video streams
- 30 fps in 1280 x 800
- F1.8 fixed lens , 4.0 mm
- F2.0 fixed lens , 2.8 mm (option)
- Two-way audio and built-in microphone
- Micro SD card slot storage
- Power over Ethernet (IEEE 802.3af)
- 1 x alarm input, 1 x alarm output
- RTC with built-in battery
- SSL v3 advanced HTTPS encryption
- Full support for Firefox, Safari, Chrome and Mac OS
- Supports Samba network storage
- 32 channel ZAVIO CamGraba NVR software
- 3GPP mobile surveillance
- Multi-lingual user interface

WWW.ZAVIO.COM

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Datasheet 2 Dome IP Camera

ZAVIO D3100 Mini Dome IP Camera

Technical Specifications

Camera

Models	D3100 Mini Dome IP Camera
Image sensor	1/4" progressive scan megapixel CMOS sensor
Lens	F1.8 fixed lens, 4.0 mm F2.0 fixed lens, 2.8 mm (option)
Angle of view	53° horizontal 81° horizontal (option)
Digital zoom	10x digital
Min Illumination	0.2 Lux at F1.8
Shutter time	1/2 ~ 1/10000 sec
Pan range	± 172°
Tilt range	± 79°
Rotation	± 180°

Video

Video compression	Motion JPEG MPEG-4 part 2 (ISO/IEC 14496-2) simple profile H.264 baseline profile
Resolutions	Motion JPEG: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page MPEG-4: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page H.264: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page
Frame rate	Motion JPEG: Up to 30 fps at 1280 x 800 MPEG-4: Up to 30 fps at 1280 x 800 H.264: Up to 30 fps at 1280 x 800
Video streaming	Simultaneous Motion JPEG, MPEG-4, H.264 and 3GPP (4 streams) Controllable Frame rate and bandwidth Support Unicast and Multicast Support 3GPP/ISMA RTSP (Real Time Streaming Protocol)
Image settings	Brightness, contrast, saturation WDR enhanced Rotation: mirror, flip, mirror flip Overlay capabilities: time, date, text and privacy image

Audio

Audio streaming	Two-way (full duplex)
Audio compression	G.711 μ law, a law, AMR

Network

Security	Multiple user access levels with password protection, HTTPS encryption
Supported protocols	Bonjour, TCP/IP, DHCP, PPPoE, ARP, ICMP, FTP, SMTP, DNS, NTP, UPnP, RTSP, RTP, HTTP, TCP, UDP, 3GPP/ ISMA RTSP
Users	10 simultaneous users Unlimited number of users using multicast

Alarm and Event Support

Alarm input	Alarm input 5V DC
Alarm and event management	Input: alarm buffer, motion detection, audio detection Output: network storage, FTP, SMTP, pre-and post alarm buffer

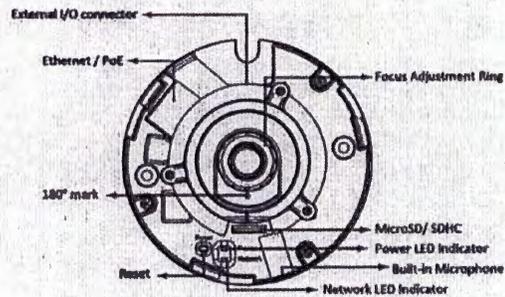
System

Connectors	RJ-45 Ethernet 10/ 100 Base-T Reset button 6pin cable for 1 alarm input, 1 output, 1 Line in, 1 Line out
Local storage	MicroSD card slot
General	
Casing	Top: PC+ABS casing; Bottom: Aluminum casing
Power	IEEE 802.3af PoE Class 1
Operating conditions	0 ~ 50 °C (32 ~ 122 °F)
Installation, management, and maintenance	ZAVIO camera management tool on CD and web-based configuration. Configuration of backup and restore firmware upgrades
Minimum web browsing requirement	Pentium 4 2.8GHz (or equivalent AMD) 256MB RAM graphic cards (or equivalent on-board graphic cards) 1G RAM Window 2000, 2003, XP, Vista or Windows 7 Mac OS Leopard 10.5 or later
Dimensions (HxWxD)	60.6 x 99 (φ)mm (2.4" x 3.9")
Weight	285g (0.63lb) excl. power supply
Included accessories	Quick Installation Guide, CD (IP Surveillance Software, Intelligent IP Installer, User Manuals, and Language Pack), mounting and connector kits, focus adjustment
Certification	CE, FCC, RoHS

Integration

Video management software	IP Installer & Video management software – ZAVIO CamGraba for viewing, recording and archiving up to 32 cameras
----------------------------------	---

Physical Description



ZAVIO Inc. | 2F., No.13, Yanfa 2nd Rd., East Dist., Hsinchu City 300, Taiwan
TEL: 886-3-579-0275 | FAX: 886-3-668-6845 | E-Mail: sales@zavio.com

219

Jeff Fenton

From: info@cctvcamerapros.net
Sent: Friday, March 15, 2013 1:00 PM
To: Business@MeticulousMarketing.com
Subject: CCTV Camera Pros Order Confirmation

CCTV Camera Pros
www.cctvcamerapros.com



CustomerID# 26665

Thank you for your order. Your order number is 29437, placed 03/15/2013 at 02:00PM.

Bill To:

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States
(615) 837-1300
Business@MeticulousMarketing.com

Ship To:

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States
(615) 837-1300

Payment Info:

PayPal

Shipping Method:

Free Shipping (UPS Ground)

Order Details:

Code	Item	Qty	Price	Grand Total
Zavio-D3100	Zavio D3100 1 Megapixel Mini Dome Network IP Camera, Indoor, PoE H.264	1	\$219.99	\$219.99
POE-12V48	POE-12V48 Power Over Ethernet for IP Camera, PoE Midspan Injector	1	\$29.99	\$29.99

Subtotal: \$249.98

Tax: \$0.00

Shipping Cost: \$0.00

Grand Total: \$249.98

Thank you for shopping at CCTV Camera Pros! We appreciate your business!
Visit us again at <http://www.cctvcamerapros.com>

IMPORTANT NOTE: It is recommended that you test all cameras and cables prior to installation. It is not often, but does happen from time to time that parts are damaged in shipping. To save you time, please test before installing.

Are you a CCTV Installer? CCTV Camera Pros wants to refer business to you. We are looking for local installation partners to refer business to. Click here to learn more and to sign up: [CCTV Installer Directory](#)

Technical Support Links - Please click below for our support pages and other useful resources.

- [Support & Knowledge Base](#)
- [Support Forums](#)

Connect with Us - CCTV Camera Pros posts articles, online tools, and surveillance product information on these pages and apps.

- [CCTV Blog](#)
- [Facebook Page](#)
- [YouTube Channel](#)
- [Twitter Feed](#)
- [Download our Free iPhone App](#)
- [Download our Free Android App](#)

Thank You for your Business!

3/15/13

Payment Receipt - PayPal

CCTV Camera Pros

Payment Receipt

PayPal transaction number
7HG17698XP3785638

Total
\$249.98 USD

We'll send a confirmation email to Sales@MeticulousMarketing.com. This transaction will appear on your statement as PayPal *CCTVCAMERAP.

Paid to
CCTV Camera Pros
sales@cctvcamerapros.com
888-849-2288 x 1

Shipped to
Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States

Your shopping cart

Description	Price	Quantity	Amount
Order Number 29437 2911	\$249.98	1	\$249.98
		Item total	\$249.98
		Tax	\$0.00
		Total	\$249.98 USD

222

https://www.paypal.com/us/cgi-bin/webscr?cmd=_flow&SESSION=f3N3aomlQyHuWJmBtrGQWwRJI978gWDcrlYg7nBVPycPVHTNCTWGEIg80&dispatch=5... 1/1

12/29/2014 6:24 AM

PayPal Website Payment Details - PayPal

Transaction Details

Web Accept Payment Sent (Unique Transaction ID #7HG17698XP3785838)

Original Transaction				
Date	Type	Status	Details	Amount
Mar 15, 2013	Payment To CCTV Camera Pros	Completed	...	-\$249.98 USD

Related Transaction				
Date	Type	Status	Details	Amount
Mar 15, 2013	Charge From Credit Card	Completed	Details	\$249.98 USD

Business Name: CCTV Camera Pros (The recipient of this payment is Verified)
Email: sales@cctvcamerapros.com

Total amount: -\$249.98 USD
Fee amount: \$0.00 USD
Net amount: -\$249.98 USD

Item amount: \$249.98 USD
Sales Tax: \$0.00 USD
Shipping: \$0.00 USD
Handling: \$0.00 USD
Quantity: 1

Item Title: Order Number 29437
Item Number: 29437
Date: Mar 15, 2013
Time: 13:04:56 CDT
Status: Completed

Shipping Address: Meticulous Marketing LLC
 1986 Sunny Side Drive
 Brentwood, TN 37027
 United States
 Confirmed 

Business Contact Information

Customer Service URL: <http://www.cctvcamerapros.com>
Customer Service Email: sales@cctvcamerapros.com
Customer Service Phone: 888-849-2288 x1

Funding Type: Credit Card
Funding Source: \$249.98 USD - American Express Card XXXX-XXXXXX-X1007

This credit card transaction will appear on your bill as "PAYPAL *CCTVCAMERAP*"

Description: CCTV Camera Pros

[Return to Log](#)

223

11/16/2015 6:20 PM

(PNG Image, 949 x 780 pixels) - Scaled (99%)

My Security Sign®

My Account Customer Service Free Shipping (800) 952-1457

Cart 0 Item, \$0.00 + \$25.00 until free shipping.

Search Chat Offline Leave a message

Home Custom No Trespassing Private Property Video Surveillance No Soliciting Security Camera Beware of Dog Designer

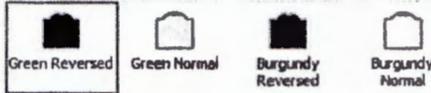
Home > Private Property Signs > Designer Private Property Signs > K-7395

FILED FOR ENTRY _____



Private Property, STOP No Trespassing, No Exceptions!
24" x 18" Signature Sign™

Select Color



Select Color: **Green Reversed**

Quantity: 1 Sign

Add to Cart

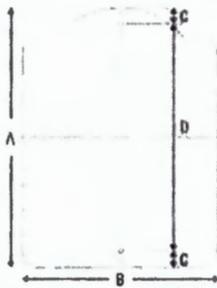
Package: 1 Sign • Price per Sign
Minimum Qty. 1 • Order in multiples of 1 Sign

1	2	3	5	20	40
\$47.29	\$43.99	\$41.79	\$40.69	\$38.49	\$36.29

zoom embed

Facebook Twitter Email Print Plus 0

Part# K-7395
Size 24" x 18" (H x W)



Size	A	B	C	D
18"x24"	24"	18"	1.5"	21"

Hide Specifications

Part# K-7395
Size 24" x 18" (H x W)
Package 1 Sign
Material Aluminum Architecturally Designed Signs [BZ-DZ]
Material Features
Printing Technique Digital

- Signs are printed onto 80 mil, rust-proof aluminum.
- Signs have a distinctive shape that creates a professional look. These are ideal for your apartment complex, club or other community.
- Laminate protects against abrasions, chemicals, and graffiti.
- Includes pre-drilled mounting holes.
- Long durability of over 10 years outside.



CHANCELLOR MICHAEL W. BINNLEY
Williamson County Chancery Court

EXHIBIT - G

224
Case# 48419B

data:image/png;base64,iVBORw0KGgoAAAANSUhbEUgAAA7UA...

RE: Fenton v Fenton

11/16/2015 6:10 PM

Invoice



300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Invoice

Questions? Call (800) 952 1457

Bill To

Fawn Fenton
 1986 Sunny Side Dr.
 Brentwood, TN 37027
 Phone: 615-
 Email: accounts@fentonmail.com

Ship To

Fawn Fenton
 1986 Sunny Side Dr.
 Brentwood, TN 37027
 Phone: 615-
 Email: accounts@fentonmail.com

Order No.: MSS-111641

Date: November 16, 2015

Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. Private Property, STOP No Trespassing, No Exceptions! Color: Green Reversed Size: 18" x 24" (H x W) Part #: K-7395 • HTC Code: 8310.00.00.90	\$43.99/Sign Package: 1 Sign	2 Signs	\$87.98
2. Sign Attachment Kit - 2 bolts and 2 nuts Size: 2.5" x 0.3125" (H x W) Part #: K-KIT •	\$1.05/Kit Package: 1 Kit	2 Kits	\$2.09
Product Subtotal :			\$90.07
Estimated Shipping Charges :			Free
Order Total :			\$90.07

Please make checks payable to **SmartSign**.

Print Page Close Window

225

11/16/2015 6:12 PM

PayPal: Transaction Details



November 16, 2015

XpressMyself.com LLC
Authorization

- \$90.07

i This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Seller Info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Your purchase
XpressMyself.com LLC \$90.07

Transaction ID
4XX364771G426804E

Shipping	\$0.00
Tax	\$0.00
Purchase total	\$90.07
Fee	\$0.00
Total	\$90.07

226

<https://www.paypal.com/myaccount/transaction/print-details/4XX3647...>

1 of 1

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 1:37 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Hello,

Hm, I find that red-and-white stop sign to be TOO eye-catching, and therefore an offensive eye-sore, right where I pull up my car every day and see it.

Would you maybe consider this sign instead?

<http://www.mysecuritysign.com/Private-Property-Signs/Premises-Protected-24-Hours-No-Trespassng-Sign/SKU-K-7496.aspx>

and have the small text customized to say "these premises under 24 hour surveillance".

12"x18" size?

Have you considered the reflective-aluminum ones? Looks like only a couple bucks more?

Thank you for asking my opinion!

=)

From: Jeff Fenton
Sent: Thursday, December 03, 2015 1:15 AM
To: Fawn Fenton
Subject: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes
Importance: High

Hello Lovie,

I'd like you to weigh-in regarding two of the "No Trespassing" signs that I'm planning to purchase.

About "No Trespassing" laws in Tennessee:

- <https://www.youtube.com/watch?v=Ir6Tzi9g9Q>
- <http://law.justia.com/codes/tennessee/2010/title-39/chapter-14/part-4/39-14-405> (See Section 'C')
- http://www.ehow.com/how_6604312_enforce-trespassing-signs-tennessee.html

I've already purchased (and have received) 3 "designer", decorative residential, "No Trespassing" signs for our front yard, to comply with the requirements of TN State law, for us to have legal grounds to press criminal charges (misdemeanor offense) against anyone found to be trespassing on our property, provided that they accessed our property from the street.

- One sign (<http://www.mysecuritysign.com/No-Trespass-Sign/Private-Property-STOP-Sign/SKU-K-7395.aspx>) will be posted on each side of our driveway (so it can't be missed), near the street, at the bottom of our tree line, between us and the Mosses.

- One sign (<http://www.mysecuritysign.com/Video/Oval-Designer/Sign/SKU-K-4574.aspx>) will be posted at the base of our front porch, for anyone who may have parked on the street and walked across our front yard, thereby being able to claim that they "didn't see" the signs posted on our driveway.
- We already have these three signs in our possession, and they are the ones that we will be installing the black posts into the ground for mounting, as I've already mentioned to you.
- I tried to select the nicest looking, clear and concise signs as I could, for these three, because they will stand-out more than the others.
- I didn't mention "surveillance" on the signs near the road, because I felt that was irrelevant as long as they stayed OFF of our property. (Plus it was more of an outstanding eye-soar near the street.) There is a legal requirement to inform people that they are being recorded (audio and video) once they do come onto our property though (both indoors and outdoors). Actually the laws are more strict in regards to recording audio than video, more along the lines of "wire-tapping" or "eavesdropping", and the individual's personal RIGHT to know.

In addition to these three "posted" signs, I will be purchasing four more signs to hang on our fences. One to go near the gate on each side of our house, and one to go on each of the short sections where the fence terminates, up in the woods. These four signs are what I'm currently in the process of purchasing. I'm in discussions with the sign manufacturer to customize one of their stock signs (<http://www.mysecuritysign.com/signs/video-security-surveillance-sign/sku-K-4703.aspx>), to make it more appropriate for a residential application, instead of a commercial building, for which it appears to have been originally designed.

- Stock Sign: <http://www.mysecuritysign.com/signs/video-security-surveillance-sign/sku-K-4703.aspx>
- Requested changes:
 - I'd like to replace the words "**SECURITY ALERT**" with "NO TRESPASSING".
 - I'd also like to replace the word "**PROPERTY**" with "PROPERTY".

I spent an entire DAY looking through hundreds of "no trespassing" and "surveillance" sign designs, what I like about this sign is the simplicity and clarity, without being obnoxious. Yes, it costs a little bit more to have it customized, but it is worth it to me to make it more suitable for our residential application. When manufactured with the higher grade materials (you can choose plastic or metal), it is only about \$10 more per sign than the stock design.

What I like about this design and why I selected it:

- The simplicity and clarity, without being obnoxious.
- The classic "STOP" sign look, catches your attention and speaks universally.
- I think the design sort of "draws you in" and makes you curious, rather than "pushing you away" with a plethora of text, listing a slew of offenses and warnings.
- I like the small video cameras on both sides, rather than a large central graphic.

- The fact that it says "SURVEILLANCE" instead of "Video Surveillance". IF we choose to SPECIFY "Video Surveillance", then rightly by law we should specify "Audio Surveillance" as well. This gets to be a lot of jumbled crap to put on a sign. I prefer just warning that there is "24 Hour Surveillance" without SPECIFYING whether it is "audio" or "video" or BOTH.

IN the woods I'm planning to install two 18" x 18" signs, one on each side where our fence terminates, as previously described.

HERE IS THE PART THAT I WANT YOUR FEEDBACK ON:

For the two signs that will be attached to our fence, mounted NEAR the GATES, one on each side of our home, I had originally planned for those to be the smaller 10" x 10" signs (they are about HALF the cost of the larger signs, when using the STOCK designs). However, after getting pricing with the customizations that I requested, it will COST THE SAME for the 10" x 10" signs as it will for the 18" x 18" signs. So the question that I have, is with it ALL COSTING THE SAME, which SIZE do YOU PREFER that we purchase to attach to our fence, NEAR the GATES, on both sides of our home?

- 10" x 10"
- 12" x 12"
- 14" x 14"
- 18" x 18"

Please let me know your preference. Likewise, if for some reason you dislike this design, please feel free to suggest an alternative, just please bear in mind the legal purposes for which it is being purchased: BOTH to protect our property from trespassers, while ALSO meeting our legal obligations to INFORM guests that we use audio & video surveillance throughout our property.

I'd like to order this within the next 48 hours if possible. Please let me know your thoughts.

Thanks Lovie! ☺

Jeff Fenton

Meticulous Marketing LLC

(615) 837-1300 Office
 (615) 837-1301 Mobile
 (615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:13 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Hm, ok, I guess at the 10"x10" size, they'd be ok.

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:11 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I thought that the 10" x 10" stop signs would look good on the gates... not too loud in my opinion. Again, it conveyed a lot of information without being too obnoxious or slow and difficult to read.

Jeff Fenton

Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

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From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:08 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Yes, that's what I meant, use the big STOP sign ones for the ends of the fence in the woods. Only get less-obtrusive ones at the gates, since they're highly visible.

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:03 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

We could still specify the two 18" x 18" stop sign looking ones for in the WOODS, at the termination points, and just select something different for the two gates...?

Your thoughts?

Jeff Fenton

Meticulous Marketing LLC

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:25 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Black with white text like this would match fence?



From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:19 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

We might could use it if you prefer. To be honest, I really didn't look at those very much, I thought they were too small. They look more like a sign that you put directly on an entry door. I'm not planning to attach these TO the gate, I'm planning to attach them to the panel immediately adjacent to the gate. They might be ok if you really prefer them.

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

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Submit or respond to a support ticket [here](#).

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:16 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Oh, I see, customizable signs.

This one too small for you?

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:39 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Meet you in the middle.... Get the 3"x9"?

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:38 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I'll let you decide... let me know which size you want, with all things considered. ☺

Jeff Fenton

Meticulous Marketing LLC

(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:31 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I was looking at the 3"x9" or 4"x12"-ones...
I hadn't noticed that other one was only 2"x6".
;))

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:29 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Isn't that the same size as the one you sent?

Jeff Fenton

Meticulous Marketing LLC

(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:28 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

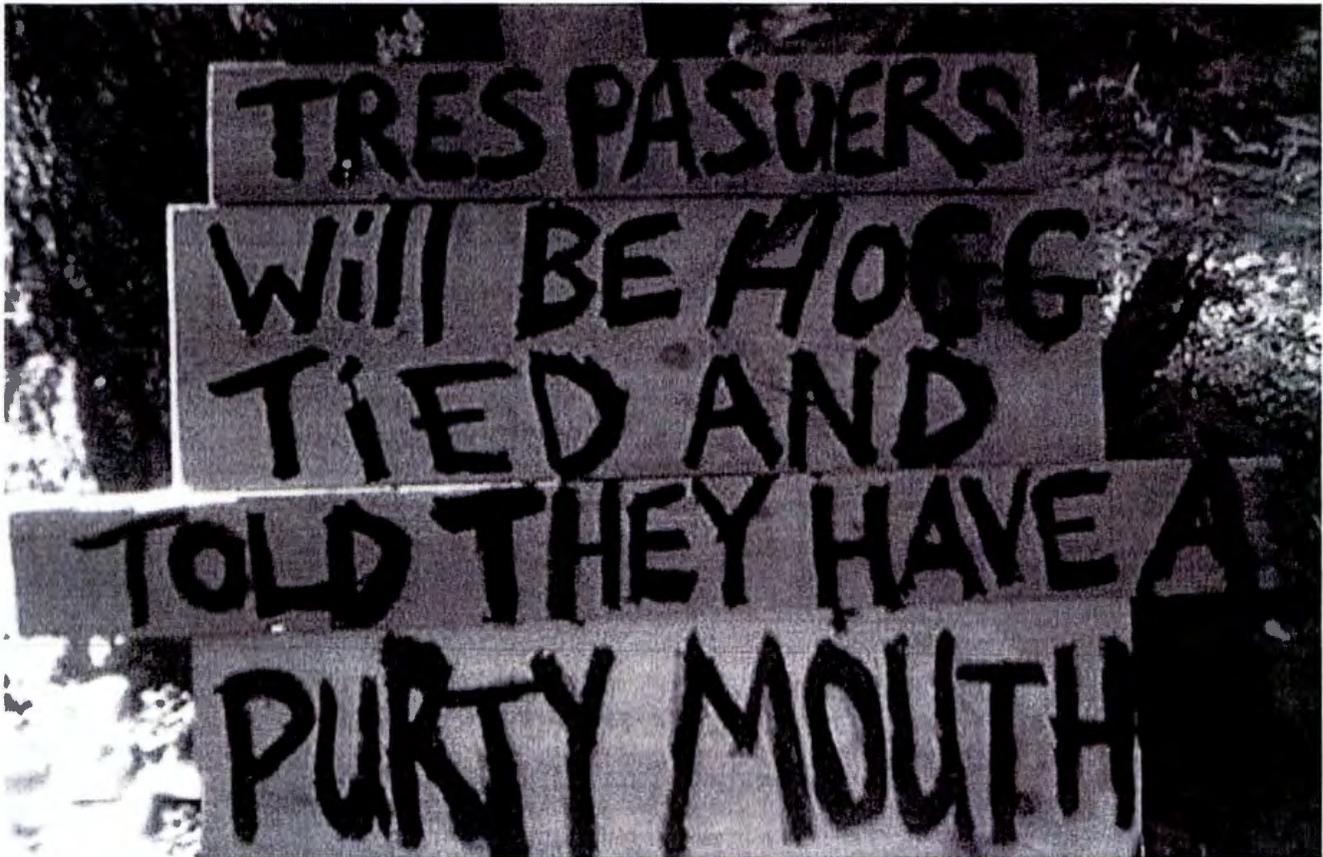
Wow, ok, that's really tiny!
I am good with that one!

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:27 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

How about the one I attached?

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!
Submit or respond to a support ticket [here](#).



Jeff Fenton

From: Fawn Fenton
Sent: Friday, July 24, 2015 1:49 PM
To: Jeff Fenton
Subject: RE: Hello :)

Yowl

;))

From: Jeff Fenton
Sent: Friday, July 24, 2015 1:48 PM
To: Fawn Fenton
Subject: Hello :)

<http://cdn.wideopenspaces.com/wp-content/uploads/2015/01/No-Trespassing-44.jpg>

Jeff Fenton

Meticulous Marketing LLC

(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

1/23/2015 4:23 PM

(PNG Image, 957 x 504 pixels)

Home Custom No Trespassing Private Property Video Surveillance No Soliciting Security Camera Beware of Dog Designer

Home > CCTV Signs > DP-3084

2" x 6" Custom CCTV Symbol Sign

Create Your Sign

Write and edit your sign. Make sure to consult our help by clicking on the ? buttons. Click Next Step when done.

Enter Your Text ?

Enter the text and adjust font size and style if desired.

Text 1 NO TRESPASSING
24/7 Audio & Video
Surveillance



Auto Fit

Preview Save Edit Design ? Spell Check

Select a Sign Color ?

Choose a color for your sign.

TEXT Black TEXT Red TEXT Dark Blue

Back Next Step

data:image/png;base64,iVBORw0KGgoAAAANSUuEUgAAA70AA...

11/24/2015

Invoice



300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Questions? Call (800) 952 1457

Invoice

Bill To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Ship To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Order No.: MSS-111910

Date: November 24, 2015

Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. No Trespassing, This Property Is Protected By Video Surveillance, Trespassers will be Prosecuted Sign (with Graphic) Color: Green Reversed Size: 12" x 18" (H x W) Part #: K-4574 • HTC Code: 8310.00.00.90	\$28.59/Sign Package: 1 Sign	1 Sign	\$28.59
Product Subtotal :			\$28.59
Estimated Shipping Charges :			Free
Order Total :			\$28.59

Please make checks payable to SmartSign.

Print Page

Close Window

11/24/2015

PayPal: Transaction Details



November 24, 2015

XpressMyself.com LLC
Authorization

- \$28.59

i This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Seller Info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Your purchase
XpressMyself.com LLC \$28.59

Transaction ID
1G6000416Y163691M

Shipping	\$0.00
Tax	\$0.00
Purchase total	\$28.59
Fee	\$0.00
Total	\$28.59

<https://www.paypal.com/myaccount/transaction/print-details/1G6000416Y163691M>

238 1/1

HIKVISION

WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:20

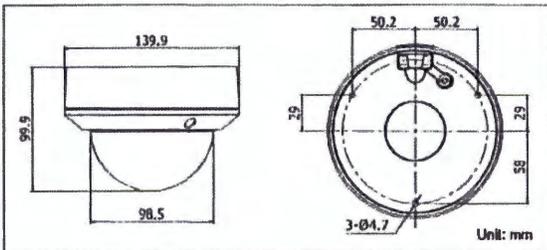
DS-2CD2742FWD-IZS
4 MP WDR Dome Network Camera with IR



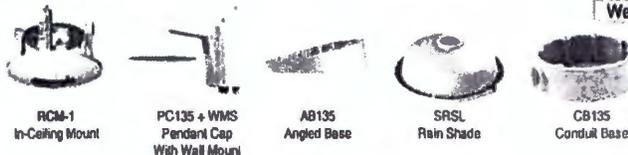
Key Features

- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm to 12 mm Motorized Lens
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 feet)
- IP66 and IK10 Protection
- Audio and Alarm Input/Output
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



Accessories



Order Model

DS-2CD2742FWD-IZS

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent
Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
© 2015 Hikvision USA Inc. • All Rights Reserved • Specifications subject to change without notice.

DS-2CD2742FWD-IZS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.014 lux @ (f/1.4, AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Slow Shutter	Yes
Lens	2.8 mm to 12 mm @ f/1.4, motorized lens
Angle of View	112° to 33.8°
Lens Mount	Φ14
Day/Night	IR cut filter with auto switch/schedule/triggered by alarm
Digital Noise Reduction	3D DNR
Wide Dynamic Range	120 dB
Pan/Tilt /Rotation	Pan: 0° to 355°, tilt: 0° to 75°, rotation: 0° to 355°
Compression Standards	
Video Compression	H.264+/H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	
	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080, 1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS, SMB/CIFS); ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	
	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	
	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	
Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1 alarm I/O
Audio	1 audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af) UL/cUL Listed
Power Consumption	Maximum 5.5 W
IR Range	30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN30102, up to IK10
Dimensions	Φ140 mm × 99.9 mm (Φ5.51" × 3.94")
Weight	1000 g (2.20 lbs)

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

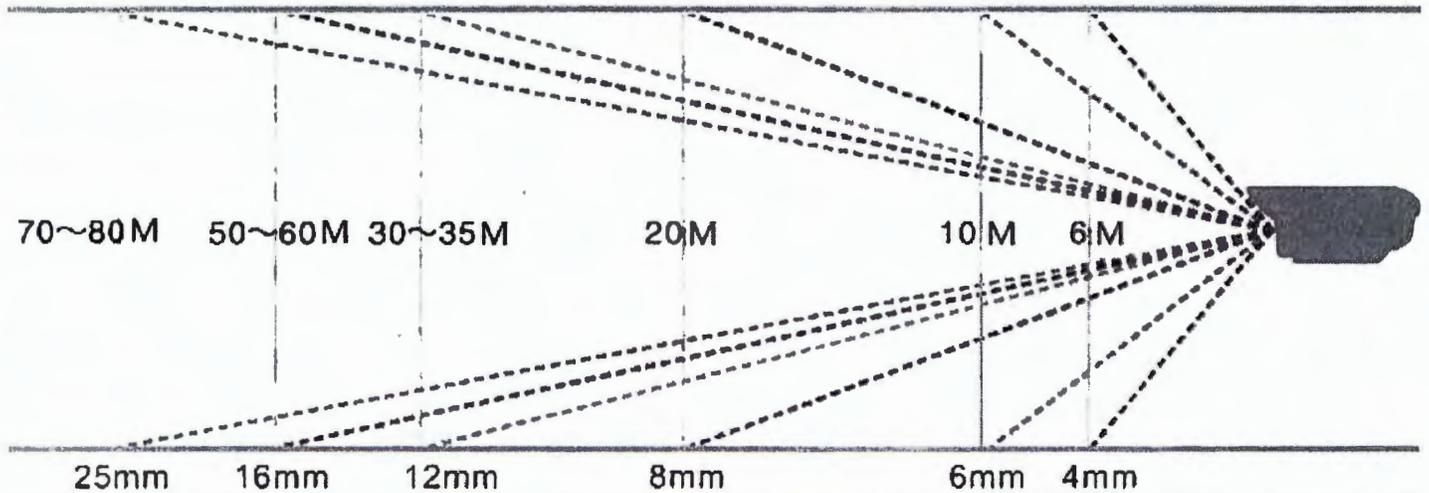
EXHIBIT - H

239

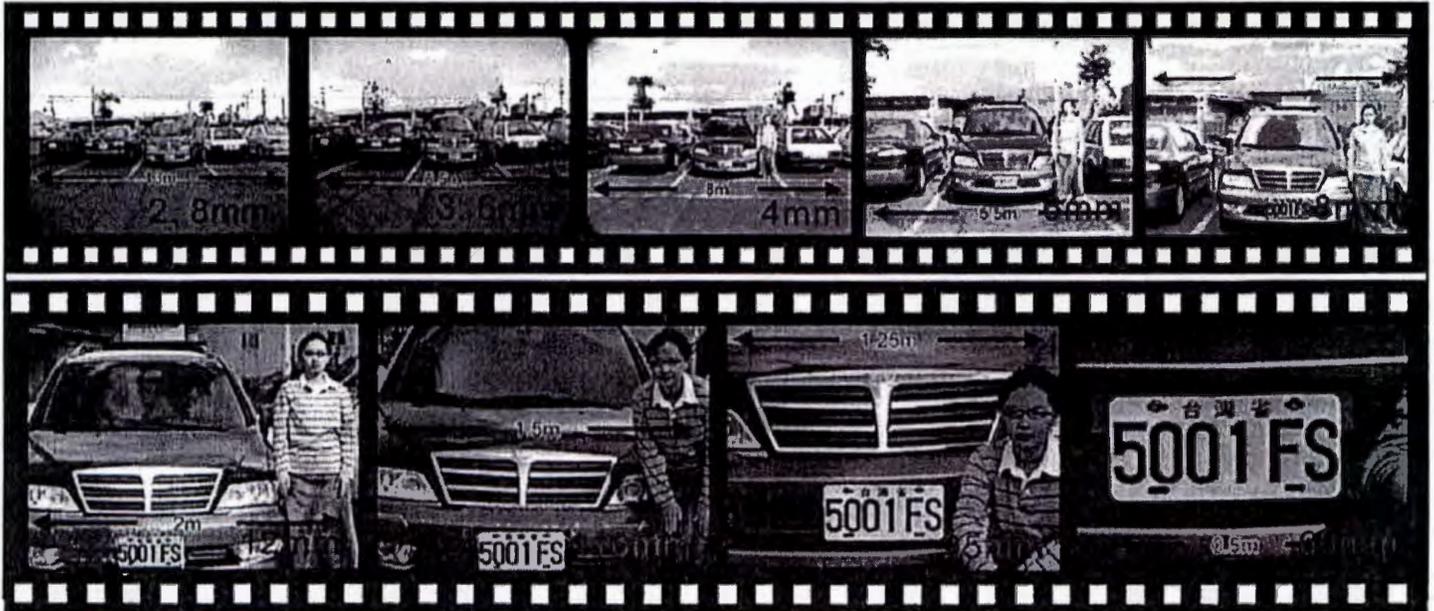
RE: Fenton v Fenton

Case# 48419B

Lens Size	2.5mm	2.8mm	3.6mm	4mm	6mm	8mm	12mm	16mm	25mm	60mm
View Angle	100°	90°	75°	70°	60°	40°	30°	20°	12°	5°
see clearly the number plate from	1.5M	2M	2.5M	3M	5M	7M	10M	20M	25M	50M
Cover Distance			5	6	10	20	30~35	50~60	70~80	



Pictures taken by the same camera with different size lens



< < SALES ORDER > >

AUDIO VIDEO SUPPLY, INC.
 4575 RUFFNER ST.
 SAN DIEGO CA 92111

MET44

Sold To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Ship To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Phone: 615-837-1300

Order No.	Order Date	Loc ID	Terms	Customer P.O.#	Ship Via	Slc	Pg
00126676	01/20/16	A-STK	Credit Card	*****	BESTWAY FOB AVS	T02	1
VERBAL / J. FENTON MA							
Item No/Description	Units	Qty Ord	Qty Shp	Qty Bko	Unit Price	Extended Price	
001 DS2CD2742FWDIZS 4MP WDR DOME NETWORK CAMERA	EA	4			327.00	1308.00	
002 DS2CD2542FWDIS/2.8 COMPACT DOME 1080P H264 2.8mm	EA	3			198.00	594.00	
003 DS2CD2142FWDIS/2.8 OUTDOOR DOME 1080P H264 2.8mm LENS	EA	1			173.00	173.00	
004 DS2CD2142FWDIS/4MM OUTDOOR DOME 1080P H264 4.0MM LENS	EA	1			173.00	173.00	
005 DS2CD2142FWDIS/6MM OUTDOOR DOME 1080P H264 6.0mm LENS	EA	1			173.00	173.00	
006		1			0.00	0.00	
EMAIL INVOICE/TRACKING TO: accounting@fentonmail.com							

TERMS AND CONDITIONS: All sales are final. No unauthorized returns will be accepted
 All returns subject to minimum 25% Restocking fee
 All shortages/damages must be reported in 10 days

Customer Signature/Date: _____

Box Count _____ Weight _____

Thank you very much for your business

Taxable SubTotal:	2421.00
Calif. Sales Tax:	0.00
Sub Total :	2421.00
Shipping :	0.00
Total :	2421.00

242



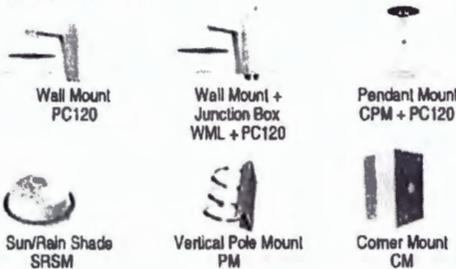
DS-2CD2542FWD-IS Series 4 MP WDR Mini Dome Network Camera



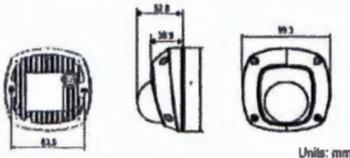
Key Features

- 4 MP High Resolution
- Full HD1080p
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- 3-Axis Adjustment
- 12 VDC and PoE
- Supports H.264+
- Up to 10 Meters IR Range
- IP66 Weatherproof Protection
- IK08 Vandal Resistant
- Built-in Microphone, Audio Output, Alarm I/O
- Wireless Option (-IWS)

Accessories



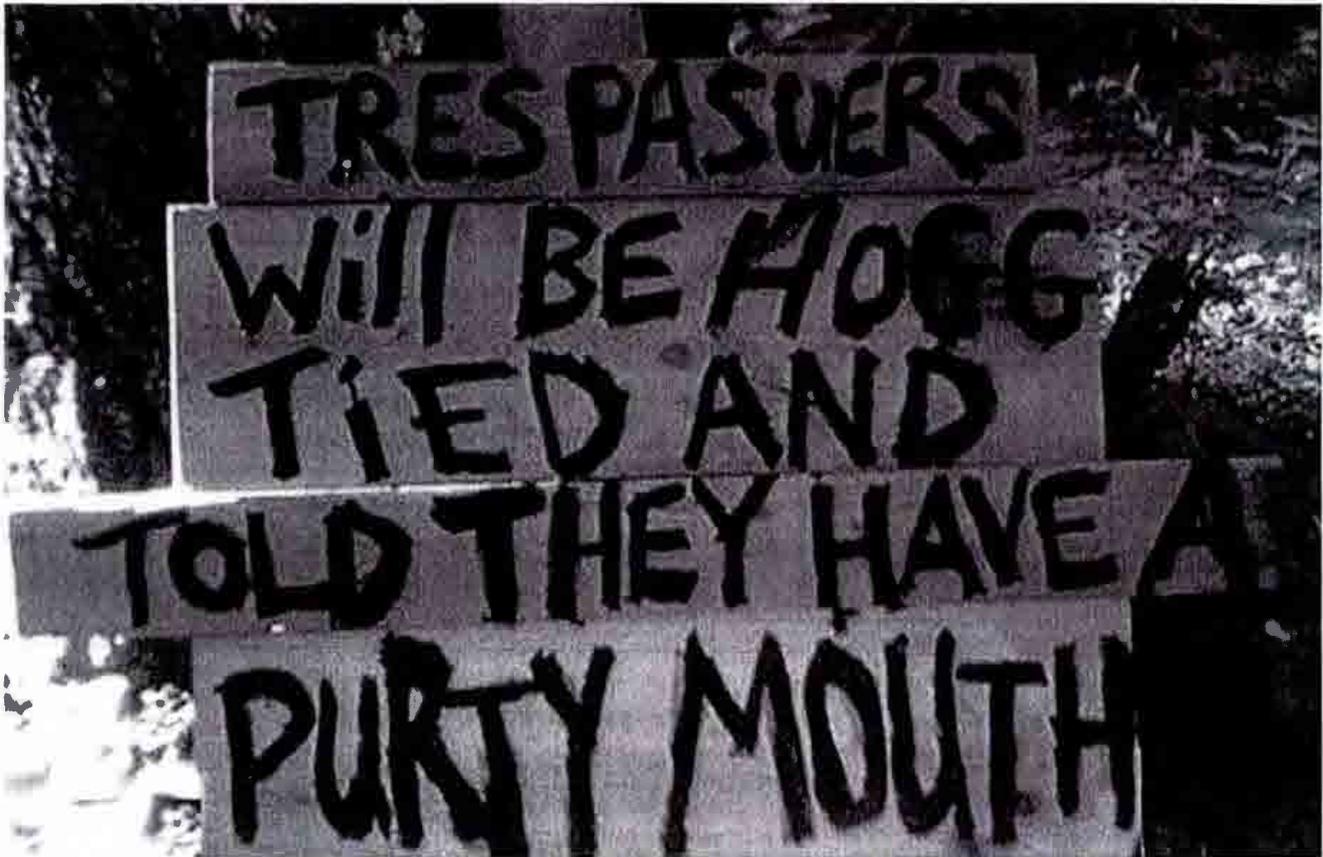
Dimensions



Order Model

DS-2CD2542FWD-IS
DS-2CD2542FWD-IWS, WiFi

DS-2CD2542FWD-IS Series	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	0.01 lux @ (f/1.2, AGC on), 0 lux with IR 0.028 lux @ (f/2.0, AGC on), 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm @ f/2.0
Lens Mount	M12
Day/Night	IR cut filter with auto switch
DNR	3D DNR
Wide Dynamic Range	120 dB
Angle of Adjustment	Pan: -30° to 30°, tilt: 0 to 75°, rotation: 0 to 360°
Compression Standard	
Video Compression	H.264/MJPEG/H.264+
H.264 Type	Main profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Supported
Audio Compression	G.711/G.722.1/G.726/MP2L2
Audio Bit Rate	64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Setting	Rotate mode, saturation, brightness, contrast, sharpness adjustable by client software or Web browser
BLC	Supported, zone configurable
ROI Codec	Supported
Network	
Network Storage	NAS (supports NFS, SMB/CIFS), ANR
Alarm Trigger	Motion detection, tampering alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, CoS, IPv6, Bonjour
General	One-key reset, flash-prevention, dual stream, heartbeat, mirror, password protection, privacy mask, watermark, IP address filtering, anonymous access
Standard Interface	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Communication Interface	1 RJ45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm Interface	1x alarm I/O
Audio Interface	Built-in microphone and 1x audio output
Reset	Yes
WiFi (W mode only)	
Wireless Standards	IEEE802.11b, 802.11g, 802.11n
Frequency Range	2.4 GHz to 2.4835 GHz
Channel Bandwidth	20/40 MHz support
Protocols	802.11b: CCK, QPSK, BPSK, 802.11g/n: OFDM
Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK, WPS
Transmit Output Power	11b: 17 ±1.5 dBm @ 11 Mbps 11g: 14 ±1.5 dBm @ 54 Mbps 11n: 12.5 ±1.5 dBm
Reception Sensitivity	11b: -90 dBm @ 11 Mbps (typical) 11g: -75 dBm @ 54 Mbps (typical) 11n: -74 dBm (typical)
Transfer Rates	11b: 11 Mbps, 11g: 54 Mbps, 11n: up to 150 Mbps
Wireless Range	50 meters *The performance varies based on actual environment.
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-PoE)
Power Supply	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W, maximum 9 W with pan and tilt
IR Range	Approximately 10 meters
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK08
Dimensions	99.3 mm × 96.7 mm × 52.8 mm (3.91" × 3.81" × 2.08")
Weight	600 g (1.32 lbs)



Jeff Fenton

From: Fawn Fenton
Sent: Friday, July 24, 2015 1:49 PM
To: Jeff Fenton
Subject: RE: Hello :)

Yowl

;))

From: Jeff Fenton
Sent: Friday, July 24, 2015 1:48 PM
To: Fawn Fenton
Subject: Hello :)

<http://cdn.wideopenspaces.com/wp-content/uploads/2015/01/No-Trespassing-44.jpg>

Jeff Fenton

Meticulous Marketing LLC

(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

1/23/2015 4:23 PM

(PNG Image, 957 x 504 pixels)

Home Custom No Trespassing Private Property Video Surveillance No Soliciting Security Camera Beware of Dog Designer

Home > CCTV Signs > DP-3084

2" x 6" Custom CCTV Symbol Sign

Create Your Sign

Write and edit your sign. Make sure to consult our help by clicking on the ? buttons. Click Next Step when done.

Enter Your Text

Enter the text and adjust font size and style if desired.

Text 1 NO TRESPASSING
24/7 Audio & Video
Surveillance



Auto Fit

Preview Save Edit Design ? Spell Check

Select a Sign Color

Choose a color for your sign.

TEXT Black TEXT Red TEXT Dark Blue

Back Next Step

data:image/png;base64,iVBORw0KGgoAAAANSUhEUgAAA70AA...

11/24/2015

Invoice



300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Questions? Call (800) 952 1457

Invoice

Bill To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Ship To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Order No.: MSS-111910

Date: November 24, 2015

Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. No Trespassing, This Property Is Protected By Video Surveillance, Trespassers will be Prosecuted Sign (with Graphic) Color: Green Reversed Size: 12" x 18" (H x W) Part #: K-4574 • HTC Code: 8310.00.00.90	\$28.59/Sign Package: 1 Sign	1 Sign	\$28.59
Product Subtotal :			\$28.59
Estimated Shipping Charges :			Free
Order Total :			\$28.59

Please make checks payable to SmartSign.

Print Page

Close Window

11/24/2015

PayPal: Transaction Details



November 24, 2015

XpressMyself.com LLC
Authorization

- \$28.59

i This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Seller Info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Your purchase
XpressMyself.com LLC \$28.59

Transaction ID
1G6000416Y163691M

Shipping	\$0.00
Tax	\$0.00
Purchase total	\$28.59
Fee	\$0.00
Total	\$28.59

<https://www.paypal.com/myaccount/transaction/print-details/1G6000416Y163691M>

238 1/1

HIKVISION

WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:20

FILED FOR ENTRY

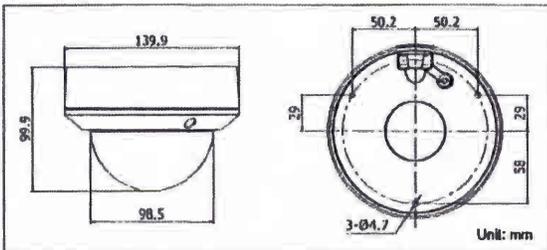
DS-2CD2742FWD-IZS
4 MP WDR Dome Network Camera with IR



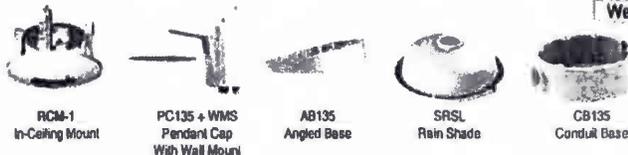
Key Features

- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm to 12 mm Motorized Lens
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 feet)
- IP66 and IK10 Protection
- Audio and Alarm Input/Output
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



Accessories



Order Model

DS-2CD2742FWD-IZS

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent
Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
© 2015 Hikvision USA Inc. • All Rights Reserved • Specifications subject to change without notice.

DS-2CD2742FWD-IZS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.014 lux @ (f/1.4, AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Slow Shutter	Yes
Lens	2.8 mm to 12 mm @ f/1.4, motorized lens
Angle of View	112° to 33.8°
Lens Mount	Φ14
Day/Night	IR cut filter with auto switch/schedule/triggered by alarm
Digital Noise Reduction	3D DNR
Wide Dynamic Range	120 dB
Pan/Tilt /Rotation	Pan: 0° to 355°, tilt: 0° to 75°, rotation: 0° to 355°
Compression Standards	
Video Compression	H.264+/H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	
	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/18 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080, 1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS, SMB/CIFS); ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	
	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	
	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1 alarm I/O
Audio	1 audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af) UL/cUL Listed
Power Consumption	Maximum 5.5 W
IR Range	30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN30102, up to IK10
Dimensions	Φ140 mm × 99.9 mm (Φ5.51" × 3.94")
Weight	1000 g (2.20 lbs)

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - H

239

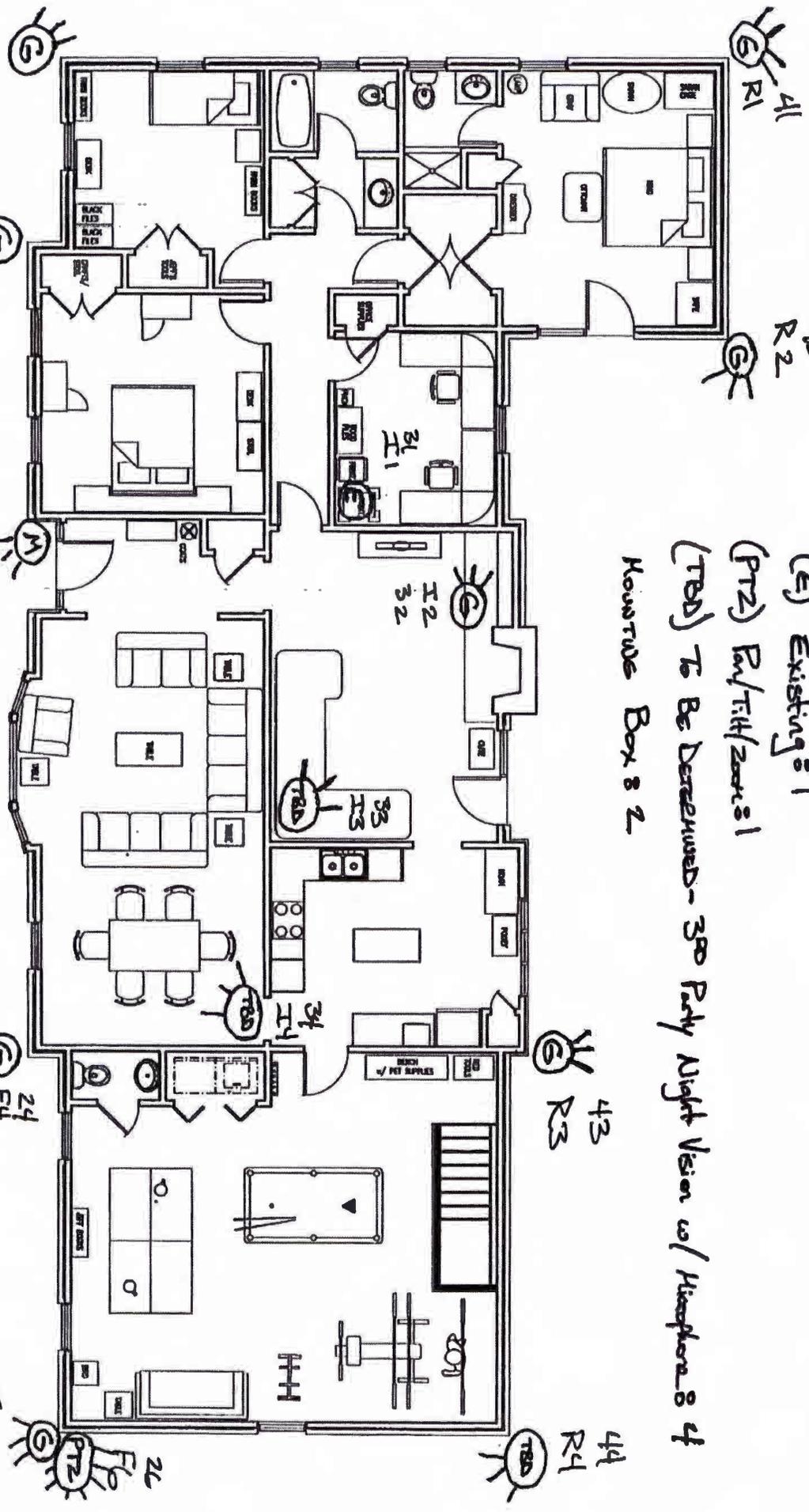
RE: Fenton v Fenton

Case# 48419B

2016 Surveillance Camera Layout
 Inside GARAGE 1 TRD

(G) Guard = 8
 (M) Mosquito = 1
 (E) Existing = 1
 (PT2) Pan/Tilt/Zoom = 1
 (TRD) To Be Determined - 3rd Party Night Vision w/ Microphone = 4
 Mousehole Box = 2

8.8.8.8.
 8.8.4.4
 10.1.10.1



F1 21 240

F2 22

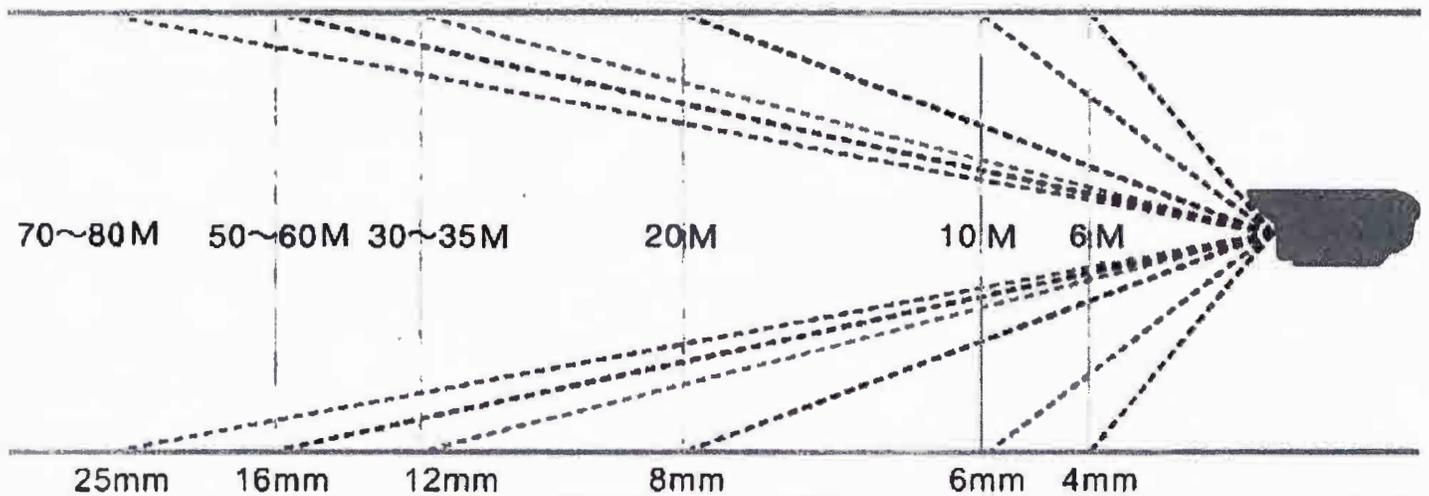
F3 23

F4 24

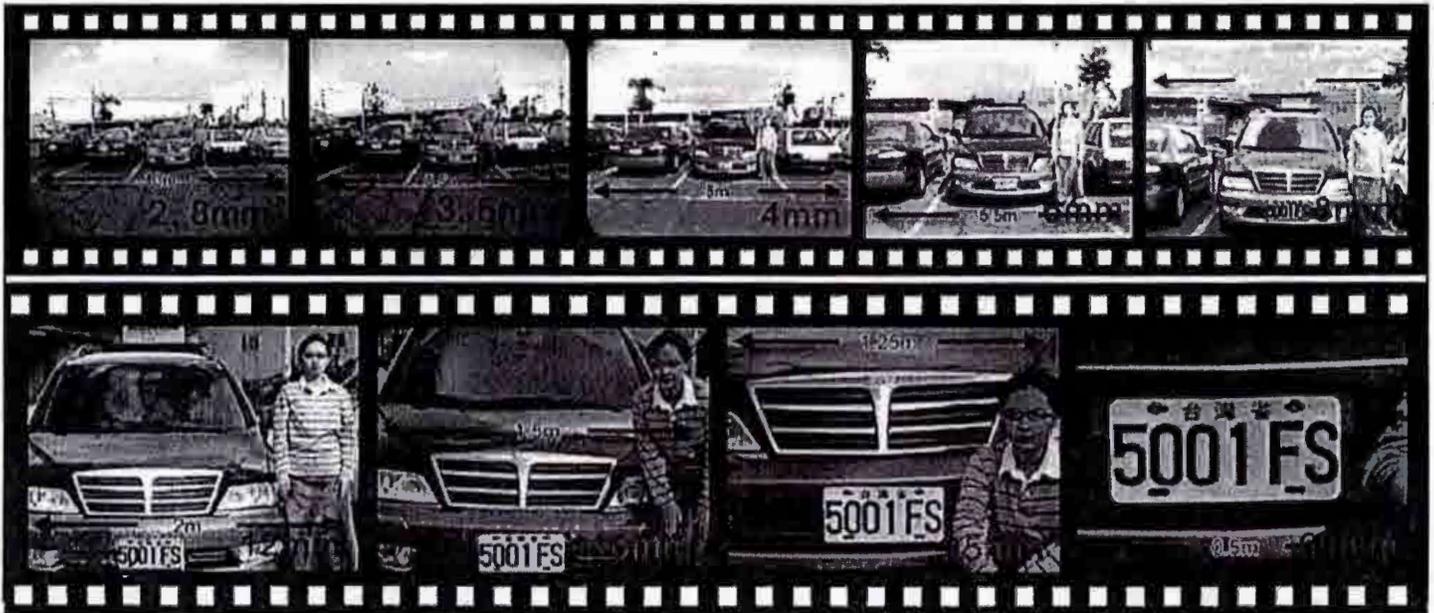
F5 25

outer hole: 3/2" from each inside edge of area
 inner hole: width of level + 1/2"

Lens Size	2.5mm	2.8mm	3.6mm	4mm	6mm	8mm	12mm	16mm	25mm	60mm
View Angle	100°	90°	75°	70°	60°	40°	30°	20°	12°	5°
see clearly the number plate from	1.5M	2M	2.5M	3M	5M	7M	10M	20M	25M	50M
Cover Distance			5	6	10	20	30~35	50~60	70~80	



Pictures taken by the same camera with different size lens



< < SALES ORDER > >

AUDIO VIDEO SUPPLY, INC.
 4575 RUFFNER ST.
 SAN DIEGO CA 92111

MET44

Sold To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Ship To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Phone: 615-837-1300

Order No.	Order Date	Loc ID	Terms	Customer P.O.#	Ship Via	Sls	Pg
00126676	01/20/16	A-STK	Credit Card	*****	BESTWAY FOB AVS	T02	1
VERBAL / J. FENTON MA							
Item No/Description	Units	Qty Ord	Qty Shp	Qty Bko	Unit Price	Extended Price	
001 DS2CD2742FWDI2S 4MP WDR DOME NETWORK CAMERA	EA	4			327.00	1308.00	
002 DS2CD2542FWDIS/2.8 COMPACT DOME 1080P H264 2.8mm	EA	3			198.00	594.00	
003 DS2CD2142FWDIS/2.8 OUTDOOR DOME 1080P H264 2.8mm LENS	EA	1			173.00	173.00	
004 DS2CD2142FWDIS/4MM OUTDOOR DOME 1080P H264 4.0MM LENS	EA	1			173.00	173.00	
005 DS2CD2142FWDIS/6MM OUTDOOR DOME 1080P H264 6.0mm LENS	EA	1			173.00	173.00	
006		1			0.00	0.00	
EMAIL INVOICE/TRACKING TO: accounting@fentonmail.com							

TERMS AND CONDITIONS: All sales are final. No unauthorized returns will be accepted
 All returns subject to minimum 25% Restocking fee
 All shortages/damages must be reported in 10 days

Customer Signature/Date: _____

Box Count _____ Weight _____

Thank you very much for your business

Taxable SubTotal:	2421.00
Calif. Sales Tax:	0.00
Sub Total :	2421.00
Shipping :	0.00
Total :	2421.00

242



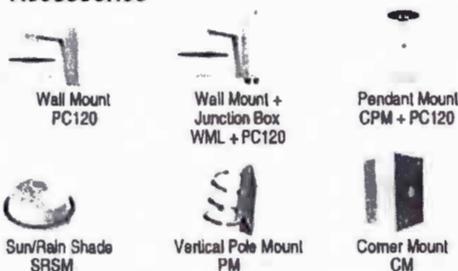
DS-2CD2542FWD-IS Series 4 MP WDR Mini Dome Network Camera



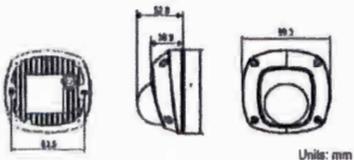
Key Features

- 4 MP High Resolution
- Full HD1080p
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- 3-Axis Adjustment
- 12 VDC and PoE
- Supports H.264+
- Up to 10 Meters IR Range
- IP66 Weatherproof Protection
- IK08 Vandal Resistant
- Built-In Microphone, Audio Output, Alarm I/O
- Wireless Option (-IWS)

Accessories



Dimensions



Order Model

DS-2CD2542FWD-IS
DS-2CD2542FWD-IWS, WiFi

DS-2CD2542FWD-IS Series	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	0.01 lux @ (f/1.2, AGC on), 0 lux with IR 0.028 lux @ (f/2.0, AGC on), 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm @ f/2.0
Lens Mount	M12
Day/Night	IR cut filter with auto switch
DNR	3D DNR
Wide Dynamic Range	120 dB
Angle of Adjustment	Pan: -30° to 30°, tilt: 0 to 75°, rotation: 0 to 360°
Compression Standard	
Video Compression	H.264/MJPEG/H.264+
H.264 Type	Main profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Supported
Audio Compression	G.711/G.722.1/G.726/MP2L2
Audio Bit Rate	64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2888 × 1520
Frame Rate	20 fps (2888 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Setting	Rotate mode, saturation, brightness, contrast, sharpness adjustable by client software or Web browser
BLC	Supported, zone configurable
ROI Codec	Supported
Network	
Network Storage	NAS (supports NFS, SMB/CIFS), ANR
Alarm Trigger	Motion detection, tampering alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, CoS, IPv6, Bonjour
General	One-key reset, flash-prevention, dual stream, heartbeat, mirror, password protection, privacy mask, watermark, IP address filtering, anonymous access
Standard Interface	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Communication Interface	1 RJ45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm Interface	1x alarm I/O
Audio Interface	Built-in microphone and 1x audio output
Reset	Yes
WiFi (W mode only)	
Wireless Standards	IEEE802.11b, 802.11g, 802.11n
Frequency Range	2.4 GHz to 2.4835 GHz
Channel Bandwidth	20/40 MHz support
Protocols	802.11b: CCK, QPSK, BPSK, 802.11g/n: OFDM
Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK, WPS
Transmit Output Power	11b: 17 ±1.5 dBm @ 11 Mbps 11g: 14 ±1.5 dBm @ 54 Mbps 11n: 12.5 ±1.5 dBm
Reception Sensitivity	11b: -90 dBm @ 11 Mbps (typical) 11g: -75 dBm @ 54 Mbps (typical) 11n: -74 dBm (typical)
Transfer Rates	11b: 11 Mbps, 11g: 54 Mbps, 11n: up to 150 Mbps
Wireless Range	50 meters *The performance varies based on actual environment.
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power Supply	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W, maximum 9 W with pan and tilt
IR Range	Approximately 10 meters
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK08
Dimensions	99.3 mm × 96.7 mm × 52.8 mm (3.91" × 3.81" × 2.08")
Weight	600 g (1.32 lbs)



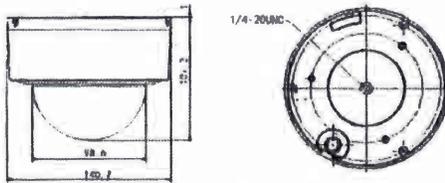
DS-2DE3304W-DE 3 MP Network Mini PTZ Repositionable Dome Camera



Key Features

- Easy Installation and Setup
- Remote Positioning of Pan/Tilt/Zoom
- 1/2.8" Progressive Scan CMOS 2048 x 1536
- 4x Optical Zoom, 16x Digital Zoom
- 0° to 350° Pan, 5° to 90° Tilt, 10°/Sec.
- DWDR
- IP66/IK10 Rated
- PoE (802.3af)
- Supports RS-485
- Supports Plug & Play
- Adapter Plate for Surface Mounting

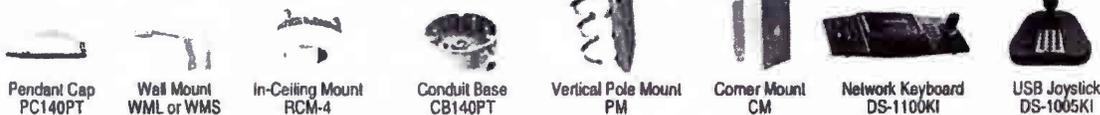
Dimensions



Order Models

DS-2DE3304W-DE

Accessories



DS-2DE3304W-DE	
Camera Module	
Image Sensor	1/2.8" progressive scan CMOS
Minimum Illumination	f/1.8, AGC on, color: 0.05 lux, B/W: 0.01 lux
Maximum Image Resolution	2048 x 1536
Focal Length	2.8 mm to 12 mm, 4x
Digital Zoom	16x
Angle of View	105° to 33.5° (wide to tele)
Aperture Range	f/1.6 to f/2.7
Focus Mode	Auto/semiautomatic/manual
DWDR	Supported
S/N Ratio	≥ 52 dB
Shutter Speed	1/1 to 1/10,000 s
AGC	Auto/manual
White Balance	Auto/manual/ATW/indoor/outdoor/daylight lamp/sodium lamp
Day/Night	IR cut filter
Privacy Mask	8 privacy masks programmable
Enhancement	3D DNR, HLC/BLC
Pan and Tilt	
Range	Pan: 0° to 350°; tilt: 5° to 90°
Speed	Pan: 0.1° to 60°/sec (manual), 30°/s (preset) Tilt: 0.1° to 50°/sec (manual), 25°/s (preset)
Number of Presets	300
Patrols	8 patrols, up to 32 presets per patrol
Park Actions	Preset/patrol
Scheduled Tasks	Preset/reboot/patrol/self test/aux output
Features	
Detection	Intrusion detection, line crossing detection, audio exception detection, motion detection
ROI Encoding	Supports 4 areas with adjustable levels
Alarm	
Alarm I/O	1/1
Alarm Triggers	Intrusion detection, line crossing detection, motion detection, audio exception detection, dynamic analysis, tampering alarm, network disconnect, IP address conflict, storage exception
Alarm Actions	Preset, recording, relay output, upload center, upload FTP, e-mail linkage
Input/Output	
Audio Input	1 audio input (mic/line in), 2 to 2.4V(p-p); output impedance: 1K Ω, ±10%
Audio Output	1 output, line level, impedance: 600 Ω
Network	
Ethernet	10Base-T/100Base-TX, RJ-45 connector
Main Stream	30 fps @ 2048 x 1536, 1920 x 1080, 1280 x 960, 1280 x 720
Sub Stream	30 fps @ 704 x 480, 640 x 480, 320 x 240
Image Compression	H.264/MJPEG
Audio Compression	G.711ulaw/G.711alaw/G.726/MP2L2/G.722/PCM
Protocols	IPv4/IPv6, HTTP, HTTPS, 802.1X, QoS, FTP, SMTP, UPnP, SNMP, DNS, DDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, ICMP, DHCP, PPPoE
Simultaneous Live View	Up to 20 users
MicroSD Memory Card	Supports up to 128 GB microSD/SDHC/SDXC card and edge recording
User/Host Level	Up to 32 users, 3 levels: administrator, operator, and user
Security Measures	User authentication (ID and PW); host authentication (MAC address); IP address filtering
System Integration	
Application Programming	Open-ended API, supports ONVIF, PSIA, CGI, and Genetec
Web Browser	IE 7+, Chrome 18+, Firefox 5.0+, Safari 5.02+
Power	POE, 12 VDC, maximum 8 W
Working Temperature	-30° C to 65° C (-22° F to 149° F)
Humidity	90% or less
Protection Level	IP66, TVS 4,000 V lightning, surge, and voltage transient protection
Certification	FCC, CE, UL, RoHS, IEC/EN 61000, IEC/EN 55022, IEC/EN 55024, IEC/EN 60950-1
Dimensions	Φ140.7 mm x 107.2 mm (5.54" x 4.22")
Weight (approx.)	950 g (33.5 oz)

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent, Quebec, Canada, H4R 2L8
Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
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070616NA



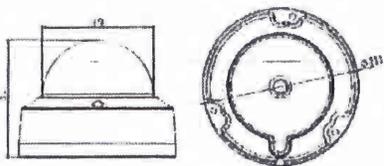
DS-2CD2142FWD-IS

4 MP WDR Fixed Dome Network Camera



- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 Feet)
- IP66 and IK08 Protection
- Audio and Alarm I/O
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



DS-2CD2142FWD-IS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.028 lux @ (f/2.0, AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm options
Angle of View	106° (2.8 mm), 83° (4 mm), 58° (6 mm)
Lens Mount	M12
Day/Night	IR cut filter with auto switch
Digital Noise Reduction	3D Digital Noise Reduction
Wide Dynamic Range	120 dB
Pan/Tilt/Rotation	Pan: 0° to 355°; tilt: 0° to 75°; rotation: 0° to 355°
Compression Standards	
Video Compression	H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.729)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS, SMB/CIFS), ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1x alarm I/O
Audio	1x audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W
IR Range	Approximately 30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J, EN50102, up to IK10
Dimensions	Φ111 mm × 82 mm (4.4" × 3.2")
Weight	500 g (1.1 lbs)

Accessories



Order Model

DS-2CD2142FWD-IS

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Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent, Quebec, Canada, H4R 2L8
 Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
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010816US

FILED
WILLIAMSON COUNTY
CLERK'S OFFICE
2019 AUG 29 AM 9:19
FILED FOR ENTRY _____



Williamson County Sheriff's Office
305 Public Square
Franklin, Tennessee 37064
615-790-5492

TO: _____
OR RESIDENT _____

Legal process has been issued and forwarded to the Sheriff's Office for service. This requires that **Civil Process** be served to you.

THIS IS NOT AN ARREST WARRANT

Please contact Deputy [REDACTED] at 615-[REDACTED] to make arrangements to pick up or have your paper delivered.

Thank you

Office Hours: 7:00 am-5:00 pm Monday-Friday

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - I

RE: Fenton v Fenton

Case# 48419B

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Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Please send all correspondences
Via U.S. Mail, standard post.

October 9, 2017

Via U.S. Mail and facsimile to (615) 790-8861

Lisa M. Carson
BUERGER, MOSELEY & CARSON, PLC I.
Williamson County Attorneys
306 Public Square
Franklin, TN 37064
P: (615) 794-8850
F: (615) 790-8861

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: WCSO Officers Trespassing, Harassing, Littering at Fawn Fenton's Residence

Dear Sheriff Long and Ms. Carson:

With Sheriff Long's letter dated June 7, 2017 and Ms. Carson's letter dated July 17, 2017, you both have made it clear to me that you will acknowledge none of my concerns, answer none of my questions, and address none of my complaints about this issue, regardless of their validity. I was never asking you for "legal advice," as Ms. Carson's letter alleges, nor were my questions "hypothetical" in nature. I was asking direct yes/no questions about WCSO policy, and I was never "engaging in debate" with you. The condescension and "finality" in the tone of Ms. Carson's letter communicate to me that you flatly refuse to assist me in this matter at all.

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As a result of the events I described in my letter dated May 30, 2017, and compounded by your non-responsive responses to my inquiries, I have experienced considerable emotional distress because you have given me no reasonable assurance that the WCSO will respect my "right of exclusion" and expectation of privacy on my property now or in the future. I have done my best to communicate to you with honesty, integrity, and accuracy about events which shocked and frightened me, while trying to give the WCSO the "benefit of the doubt", asking you for clarification rather than jumping to conclusions. But so far, my letters have yielded absolutely no progress towards resolution, and no relevant or helpful information from you whatsoever. However, I do not wish to "continue to engage in debate" with you, and I do not wish to bring full legal action against you at this time; therefore, this letter is my attempt to provide myself some remedy, to restore my peace and enjoyment of my home and property that your officers took away from me by ignoring my "No Trespassing" signage on May 15th, and again on May 24th, compounded by their outrageously disrespectful behavior. This letter is to serve as a formal Trespass Notice:

To: The Williamson County Sheriff's Office

You are hereby notified that, effective immediately, unless you have an official warrant or you are responding to a specific emergency, you are expressly forbidden from entering on or into the property occupied by me in Williamson County, at address 1986 Sunny Side Drive, Brentwood, Tennessee, 37027. This "No Trespass" notice will remain effective continuously into the future, for as long as I reside at this property, until expressly rescinded by me in writing. Failure to comply with this notice may result in legal action against your organization.

In case you harbor any doubts about the behavior of the two WCSO officers as I described in my letter dated May 30, 2017, I am including a few photos of my original signage, demonstrating that my signage was unavoidably clear and noticeable by anyone approaching my property. I further have photos of postal and parcel deliveries left curbside, at the base of my signs, balancing on top of my brick mailbox, and even left in the ditch, as my expectation to privacy was clearly marked, broadly understood, and reasonable to all except for the WCSO. I am also including some photos which were taken by my home security system, on both May 15th and May 24th, providing you with proof of your officers' illegal actions upon my property, in light of the obvious and clear signage posted. These are only a few snapshots of the video footage that I have, but should be enough to substantiate that my complaints to you are accurate and legitimate.

Recently I have posted new "No Trespassing" signage at the driveway entering my property, a copy of which is attached to this letter for your information. I believe this signage removes any possible ambiguity or misinterpretations regarding my expectation of privacy.

In hopes that you will better understand my intentions, I am also including with this letter a copy of the dissenting opinion written by Justice Sharon G. Lee of the Tennessee Supreme Court regarding *State of Tennessee vs. James Robert Christensen Jr.*, No. W2014-00931-SC-R11-CD. The opinions expressed by Justice Lee in this document generally mirror my own sentiments, and I largely agree with her interpretations of private property rights and conclusions. If you haven't already, I would encourage you to read Justice Lee's opinion and consider its merits.

Lastly, I am giving you notice that I have no influence over, and am in no way responsible for Jeff Fenton's actions. You cannot assume that I know about his actions or his whereabouts, and you certainly cannot assume that I support, agree with, or assist him. He and I are going through a difficult time in our relationship, and you need to respect us as separate persons.

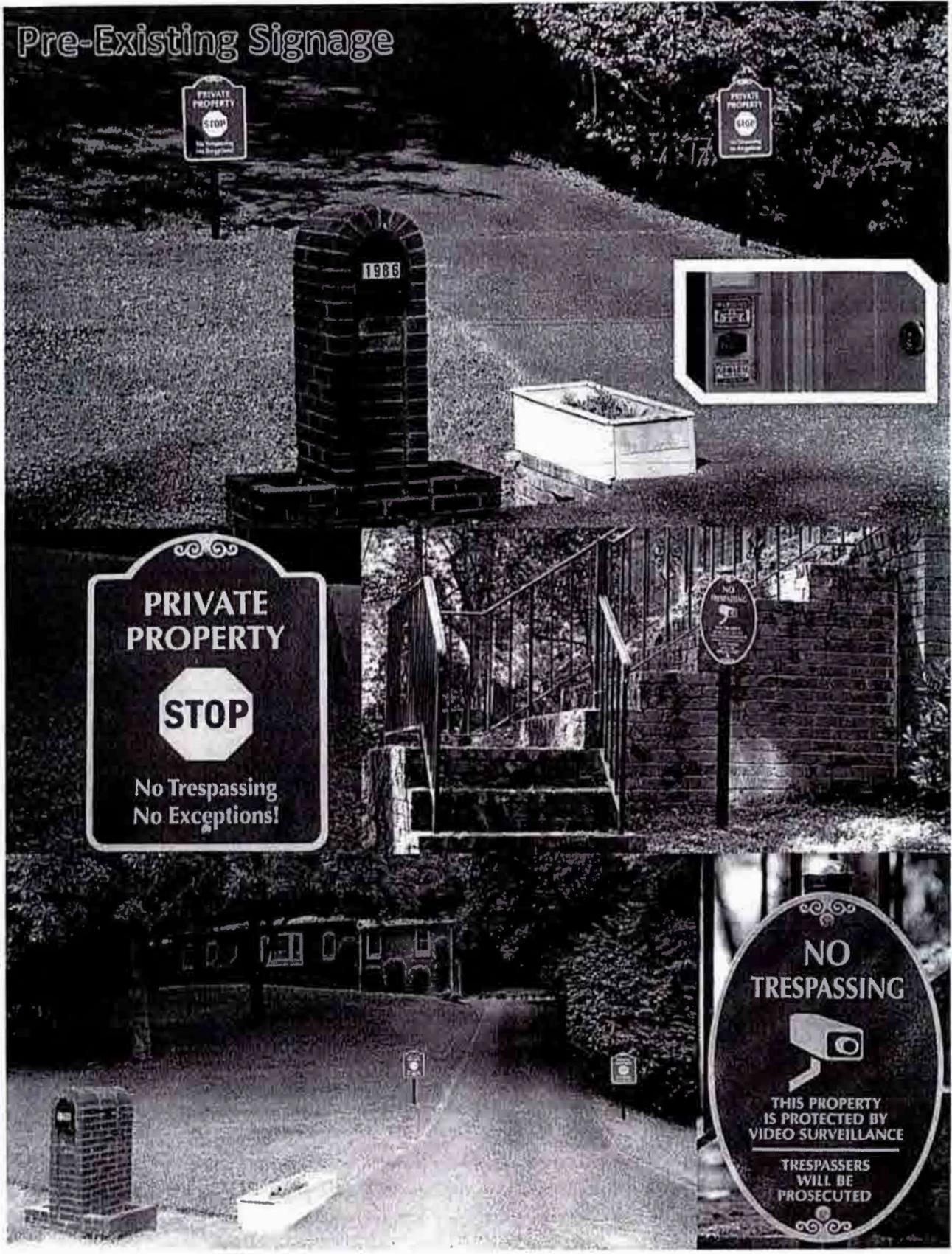
I sincerely hope that there will be no need for further communication on this matter, and I wish you the best in your continued service to Williamson County.

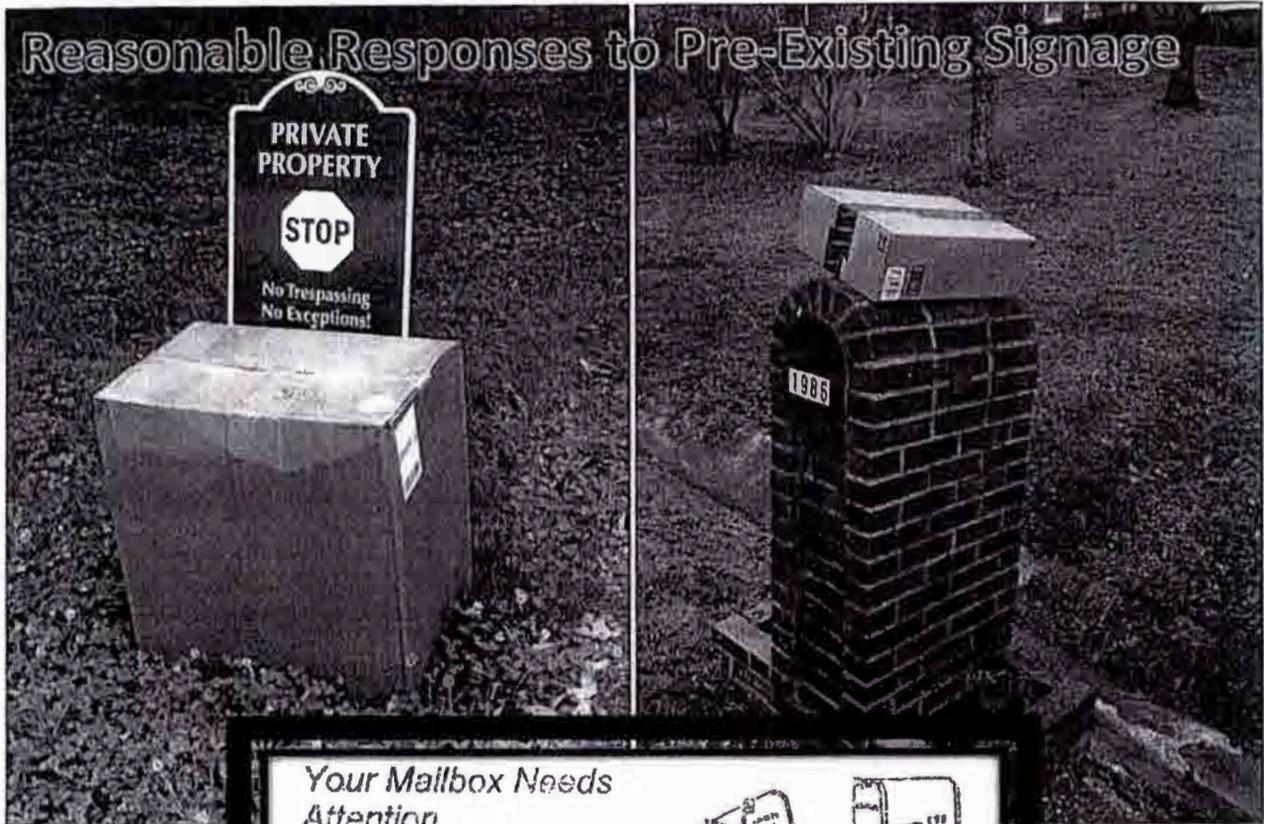
Sincerely,


Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

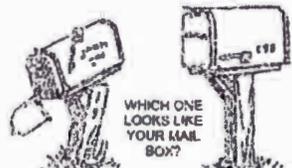
(Attachments sent only via U.S. Mail)





Your Mailbox Needs Attention

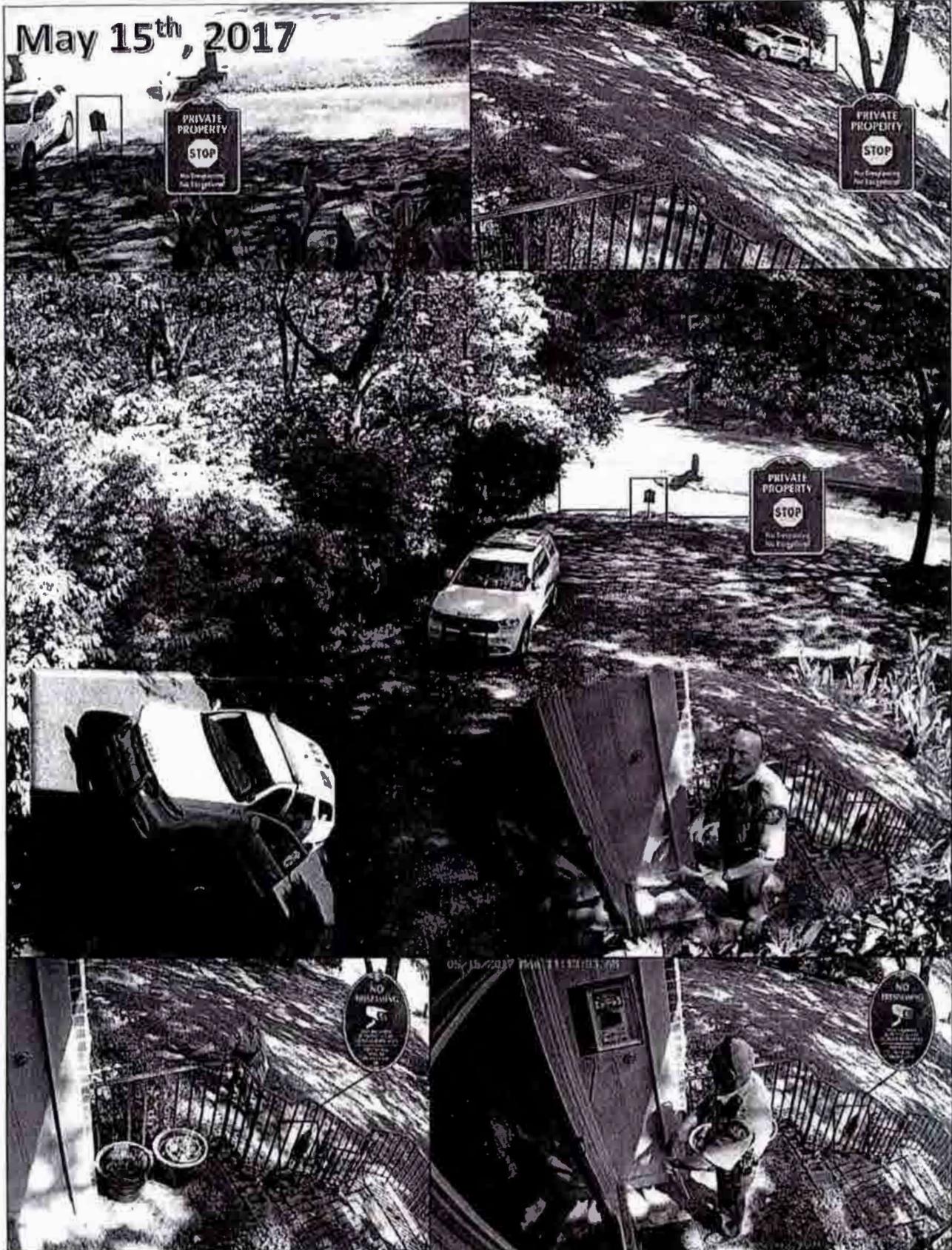
1-13-16
(2011)

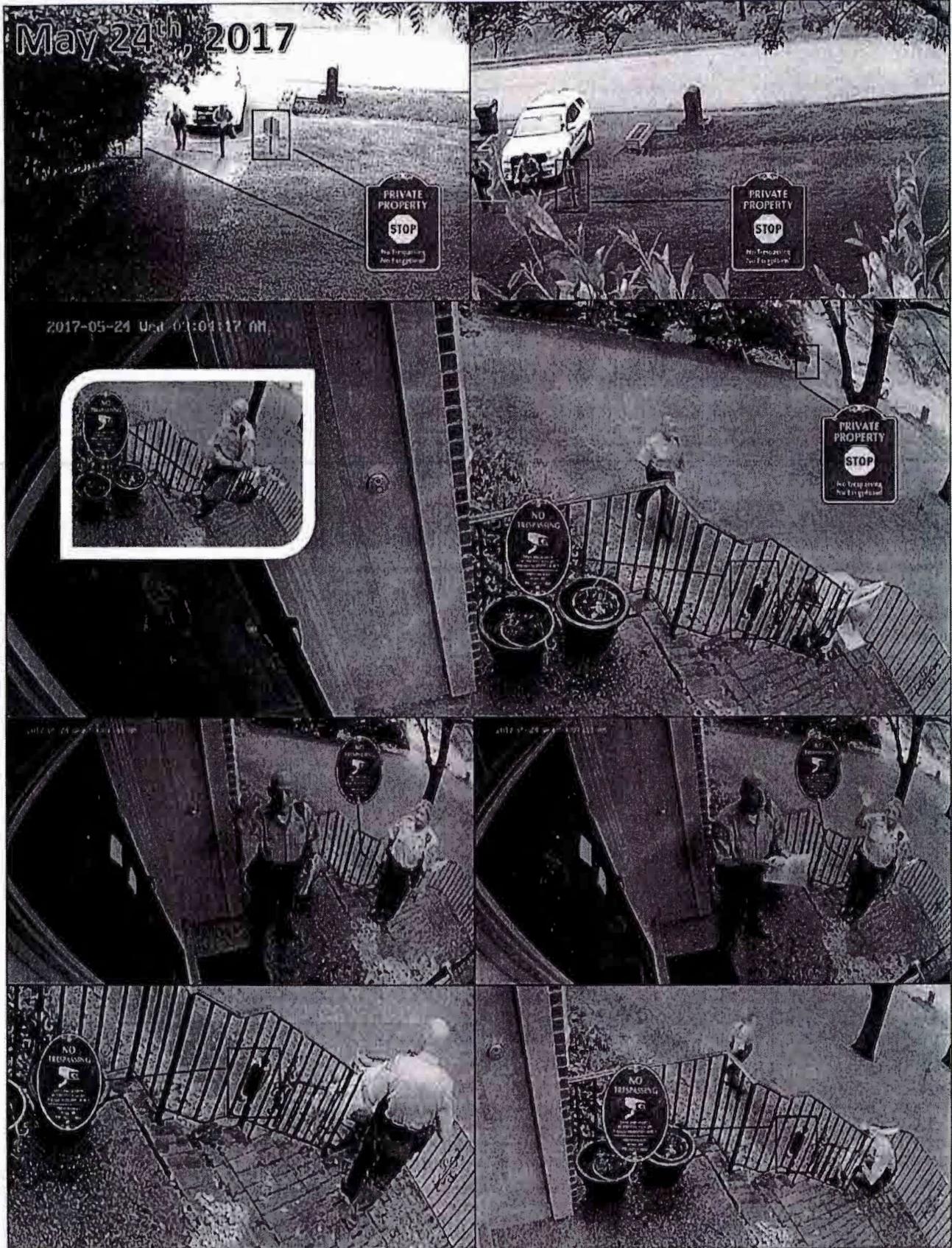


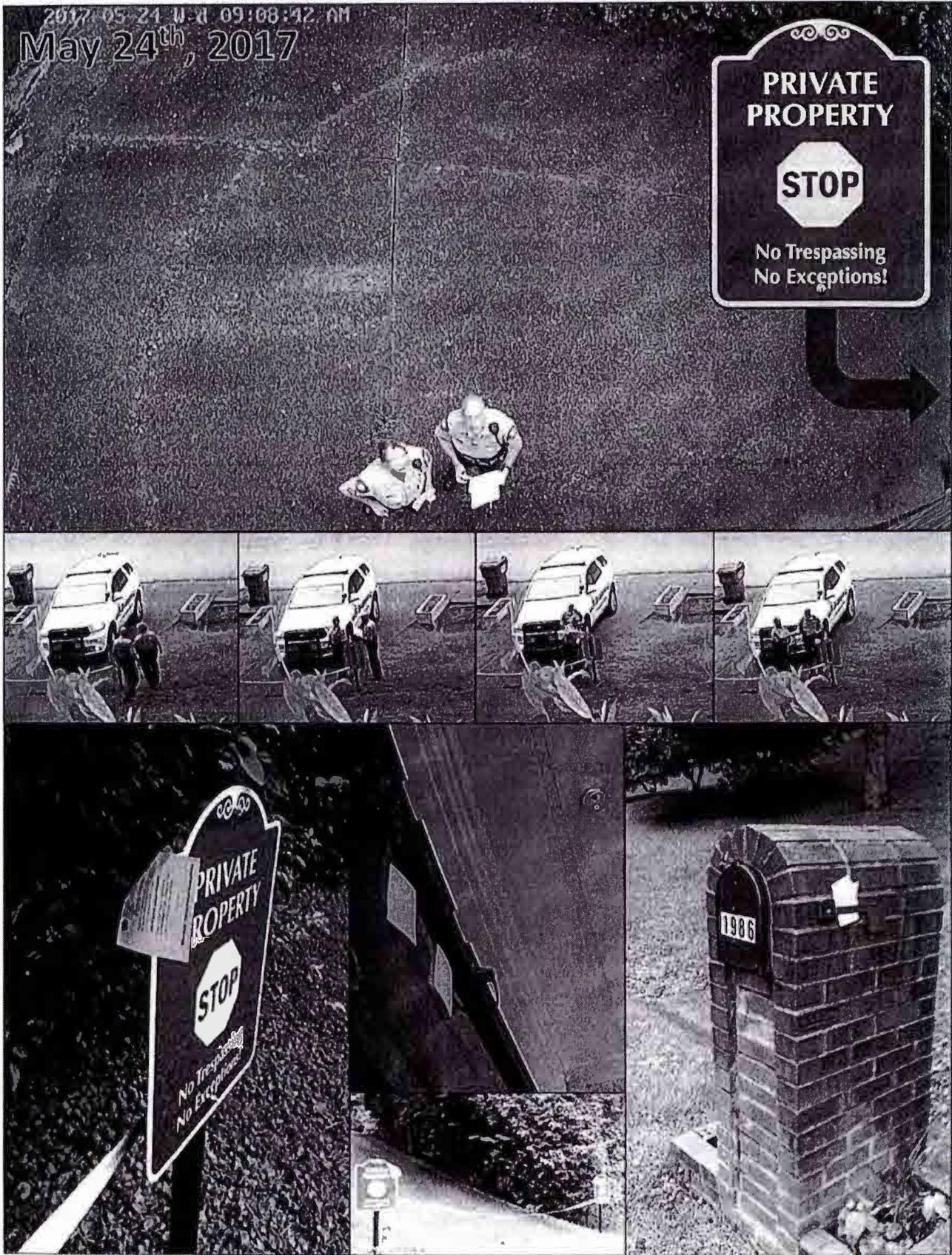
Postal regulations require customers to provide and erect at their own expense rural mail boxes which meet official standards. A recent inspection disclosed the following faults.

1. Your box is not an approved box	10. The Signal Flag needs attention
2. The door needs attention	11. Your box is too near the road
3. Box must be located so carrier can serve it without leaving vehicle	12. Your box is too far from the road
4. Your box is not weathproof	13. Your box should face the road
5. Your box should be raised _____ inches	14. Your box should be securely fastened to its support
6. Your box should be tapered _____ inches	15. Your box should be made level, and the post firmly planted
7. Your box must be inclined on its right-hand side of the road in the carrier's direction of travel	16. A new post for your box should be provided
8. The approach to your box should be filled and properly graded & kept unobstructed at all times	17. The rural box number must be printed in numerals not less than one inch high on the side of the box visible to the carrier as they approach it or on the box door if the boxes are grouped
9. The approach to your box should be kept clear of snow, vehicles, and other obstacles	18. Your box should be painted to prevent rusting
	19. Your house number must be clearly displayed _____ on your house or _____ on your box

20. (User Faults)
 I saw your no trespassing sign! Do you still want packages delivered to your house.
 Thanks, your mail carrier









FENTON RESIDENCE
 1986 Sunny Side Drive
 (INVITED FRIENDS & WILDLIFE WITCOMES)
 ~ ALL OTHERS ~

STOP

NO TRESPASSING
 (U.S. Const. amend. IV / T.C.A. §§ 39-14-405-39-14-407)

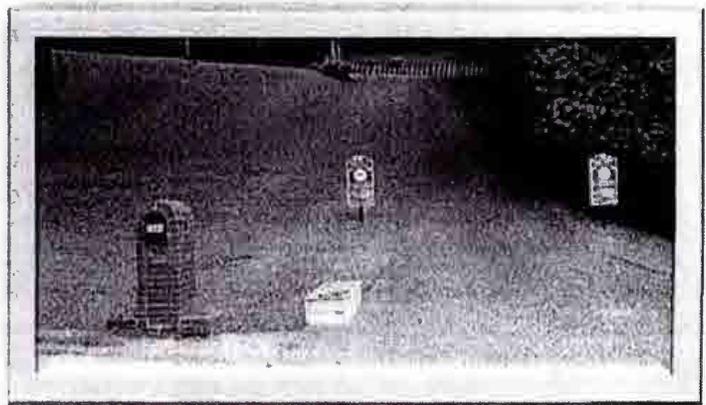
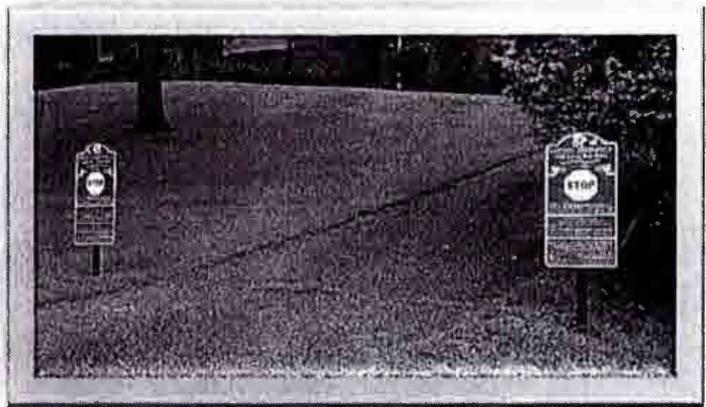
ILLUSTRATIONS: Please Lock the Garage.
 VISITORS: Confirmed Appointment Required in Advance.
 DIRECTOR: Use and Abuse to the Service Director of Peace, Order and Property.

ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

NO ENTRY (to LAW ENFORCEMENT)
 ♦ "Knock-and-Talk" is expressly Forbidden. ♦

DO NOT Please Don't Proceed Past the Ditch

Audio & Video Surveillance by Law: This sign is to be used in conjunction with the Audio & Video Surveillance by Law sign. It is not to be used in isolation. It is to be used in conjunction with the Audio & Video Surveillance by Law sign. It is not to be used in isolation. It is to be used in conjunction with the Audio & Video Surveillance by Law sign. It is not to be used in isolation.



FENTON RESIDENCE
1986 Sunny Side Drive

INVITED FRIENDS & WILDLIFE WELCOME!

~ ALL OTHERS ~

STOP

NO TRESPASSING
 (U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)

DELIVERIES: Please Leave at the Garage.
VISITORS: Confirmed Appointment Required in Advance.
EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.

**ALL OTHER IMPLIED LICENSE
 TO ENTER IS HEREBY REVOKED.**

NO ENTRY to LAW ENFORCEMENT
or government representatives, except when responding to an alarm or distress call from within this residence.

◆ “Knock-and-Talk” is expressly Forbidden. ◆

▶ Please Don't Proceed Past the Ditch ◀
 unless invited onto this property by the owners, or meeting the conditions above.

WHY SO VERBOSE? See what TN COURTS have DONE: www.TennesseeTrespassing.com

Audio & Video Surveillance in Use:
 BY Entering YOU AUTHORIZE the USE of ANY Media Capture of you, for ANY PURPOSE.
 YOU AGREE to Indemnify and Hold Harmless the Fentons (property owners) of ALL Claims.

Violators will be Held Socially & Legally Accountable,
 through ANY Media Channel or Publication, both Online and Otherwise, and
 IF you do NOT AGREE to the Foregoing, Please do NOT ENTER this Property.

TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2017 09:36
NAME : UPS STORE 3355
FAX : 6153778128
TEL : 6153778100
SER.# : BROE8J808035

DATE, TIME 10/09 09:35
FAX NO./NAME 6157908861
DURATION 00:00:51
PAGE(S) 03
RESULT OK
MODE STANDARD
ECM

TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2017 09:34
NAME : UPS STORE 3355
FAX : 6153770120
TEL : 6153778100
SER. # : BROE8J800035

DATE, TIME 10/09 09:33
FAX NO./NAME 6157905500
DURATION 00:00:49
PAGE(S) 03
RESULT OK
MODE STANDARD
ECM

258

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>J. Payne</i></p>	
<p>1. Article Addressed to:</p> <p>WILLIAMSON COUNTY SHERIFF ATTN: SHERIFF JEFF LONG 408 CENTURY COURT FRANKLIN, TN 37064</p>	<p>B. Received by (Printed Name)</p> <p><i>J. Payne</i></p>	<p>C. Date of Delivery</p> <p><i>10/18</i></p>
	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 0190 0000 6516 2942</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p>	
	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102565-02-M-1540</p>		

<p>UNITED STATES POSTAL SERVICE MEMPHIS TN 380 16 OCT 17 PM 2</p>		<p>First-Class Mail Postage & Fees Paid USPS Permit No. G-10</p>
<p>• Sender: Please print your name, address, and ZIP+4 in this box •</p>		
<p>FAWN FENTON 1986 SUNNY SIDE DR. BRENTWOOD, TN 37027</p>		
		

USPS.COM

Quick Tools

Mail & Ship

Track & Manage

Postal Store

Business

International

Help

English

Customer Service

Informed Delivery

Register / Sign In

ALERT: GET UPDATES ON MAIL SERVICE IN CALIFORNIA, THE U.S. VIRGIN ISLANDS AND PUERTO RICO. READ MORE >

USPS Tracking® Results

Tracking

FAQs

Track Another Package +

Remove X

Tracking Number: 70170190000065162942



Delivered

Expected Delivery on: Wednesday, October 18, 2017 by 8:00pm ⓘ

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™
Return Receipt

DATE & TIME	STATUS OF ITEM	LOCATION
October 18, 2017, 10:51 am	Delivered, Front Desk/Reception	FRANKLIN, TN 37064
Your item was delivered to the front desk or reception area at 10 51 am on October 18, 2017 in FRANKLIN, TN 37064.		
October 18, 2017, 8:40 am	Arrived at Unit	FRANKLIN, TN 37064
October 18, 2017, 5:18 am	Arrived at USPS Facility	FRANKLIN, TN 37064
October 18, 2017, 4:22 am	Departed USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER
October 18, 2017, 2:15 am	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER
October 18, 2017, 2:09 am	Departed USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 18, 2017, 12:48 am	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 17, 2017, 10:38 pm	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 17, 2017, 4:37 pm	USPS in possession of item	BRENTWOOD, TN 37027

See Less ^

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$5.35

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$3.00

Return Receipt (electronic) \$3.00

Certified Mail Restricted Delivery \$15.00

Adult Signature Required \$3.00

Adult Signature Restricted Delivery \$

Postage \$3.32

Total Postage and Fees \$11.42

Postmark Here
 BRENTWOOD, TN - 37027
 OCT 17 2014

Sent to
BUERGER, MOSELEY & CARSON, USA CARSON
 Street and Apt. No., or PO Box No.
306 PUBLIC SQUARE
 City, State, ZIP+4
FRANKLIN TN 37064

PS Form 3800, April 2015 PSN 7530 02 000 0047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>BUERGER, MOSELEY & CARSON ATTN: LISA M. CARSON 306 PUBLIC SQUARE FRANKLIN, TN 37064</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7017 0190 0000 6516 2959</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

UNITED STATES POSTAL SERVICE

First-Class Mail Postage & Fees Paid USPS Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

FAWN FENTON
1986 SUNNY SIDE DR.
BRENTWOOD, TN 37027

IN THE SUPREME COURT OF TENNESSEE
AT JACKSON

June 2, 2016 Session Heard at Nashville

STATE OF TENNESSEE v. JAMES ROBERT CHRISTENSEN, JR.

Appeal by Permission from the Court of Criminal Appeals
Circuit Court for Tipton County
No. 7799 Joseph H. Walker III, Judge

No. W2014-00931-SC-R11-CD – Filed April 7, 2017

SHARON G. LEE, J., dissenting.

The maxim, “every man’s house is his castle,” is deeply rooted in our jurisprudence. *Weeks v. United States*, 232 U.S. 383, 390 (1914). It applies whether the house is a castle or a cottage—a mansion or a mobile home.¹ The right to retreat into the privacy of one’s home and be free from governmental intrusion is a basic tenet of the Fourth Amendment to the United States Constitution and Article I, section 7 of the Tennessee Constitution. Our homes and adjoining land are protected spaces; governmental officers must have a warrant, absent special circumstances, to intrude onto this private area.

Today, the Court holds that the posting of multiple “No Trespassing” signs is not enough to protect our constitutional rights against a warrantless search and that it may take “a fence and a closed gate that physically block access to the front door of a house” to revoke the implied license to enter the land around a residence.

I disagree that we must barricade our homes with a fence and a closed gate, and perhaps even a locked gate, to protect our constitutional rights against warrantless searches. This option is rarely convenient, affordable, practical, or even possible. Revocation of implied consent to enter one’s property should be available to all—not just to those citizens who can afford to erect a fence and a gate and live in an area where this form of barricade is possible.

¹ “The poorest man may in his cottage bid defiance to all the forces of the Crown. It may be frail; its roof may shake; the wind may blow through it; the storm may enter; the rain may enter; but the King of England cannot enter—all his force dares not cross the threshold of the ruined tenement!” *Miller v. United States*, 357 U.S. 301, 307 (1958) (quoting remarks of William Pitt, Earl of Chatham, during 1763 debate in Parliament) (internal quotation marks omitted).

A search occurs when the government obtains information through an actual physical intrusion into a constitutionally protected area² or by violating a person's reasonable expectation of privacy.³ By ignoring the "No Trespassing" signs, the officers physically intruded into Mr. Christensen's constitutionally protected area and violated his reasonable expectation of privacy.

Physical Intrusion

A person's right to retreat into his home and be free from unreasonable government searches and seizures stands at the very core of the Fourth Amendment's protections.⁴ "This right would be of little practical value if the State's agents could stand in a home's porch or side garden and trawl for evidence with impunity . . ." *Jardines*, 133 S. Ct. at 1414. The protections of the Fourth Amendment extend to the curtilage of a home. *Id.* (quoting *Oliver v. United States*, 466 U.S. 170, 180 (1984)).

Visitors have an implied license to enter another person's property and step onto the front porch. The Supreme Court has held that "the knocker on the front door is treated as an invitation or license to attempt an entry, justifying ingress to the home by solicitors, hawkers and peddlers of all kinds." *Id.* at 1415 (quoting *Breard v. Alexandria*, 341 U.S. 622, 626 (1951)).⁵ This license also extends to law enforcement. *Id.* at 1416 ("[A] police officer not armed with a warrant may approach a home and knock, precisely because that is 'no more than any private citizen might do.'" (quoting *King*, 563 U.S. at 469)).

A citizen may revoke the public's implied license to enter his property. Police officers may lawfully "knock and talk" at a citizen's front door without having probable cause or reasonable suspicion, but *not* when the citizen has expressly revoked the implied

² *Florida v. Jardines*, 133 S. Ct. 1409, 1414 (2013) (quoting *United States v. Jones*, 565 U.S. 400, 406 n.3 (2012)).

³ *Katz v. United States*, 389 U.S. 347, 360 (1967) (Harlan, J., concurring); *see also Jardines*, 133 S. Ct. at 1417.

⁴ *Silverman v. United States*, 365 U.S. 505, 511 (1961); *see also Kentucky v. King*, 563 U.S. 452, 474 (2011) (Ginsburg, J., dissenting) ("In no quarter does the Fourth Amendment apply with greater force than in our homes . . .").

⁵ *See also State v. Cothran*, 115 S.W.3d 513, 522 (Tenn. Crim. App. 2003) ("A sidewalk or pathway leading from a public street to the front door of a residence represents an 'implied invitation' to the public to use the pathway in pursuing legitimate business or social interests with those inside the residence." (quoting *State v. Harris*, 919 S.W.2d 619, 623 (Tenn. Crim. App. 1995))).

license to enter. *State v. Blackwell*, No. E2009-00043-CCA-R3-CD, 2010 WL 454864, at *7 (Tenn. Crim. App. Feb. 10, 2010).⁶

Mr. Christensen sufficiently revoked the public's implied license to enter his property by posting multiple "No Trespassing" and "Private Property" signs near the entrance to his driveway. A person need not have a law degree or an understanding of the various legal nuances of "trespass" discussed by the Court to know that these signs meant visitors were not welcome. Ms. Tammy Atkins, who visited homes in the area to share her faith, understood the meaning of the signs. She testified there were several "No Trespassing" signs near Mr. Christensen's driveway, and she did not go to houses that had "No Trespassing" signs.

Courts across the country have taken different approaches when determining whether an individual has revoked the public's implied license for entry onto his property. In Tennessee, the Court of Criminal Appeals has held that "No Trespassing" signs, even without physical barriers such as fences and gates, are sufficient to revoke the public's implied license to enter. *Blackwell*, 2010 WL 454864, at *7 (acknowledging that a "knock and talk" is generally a lawful technique absent express orders against trespass, but the presence of a "No Trespassing" sign evidences a subjective expectation of privacy and a revocation of the implied license to enter the property); *State v. Draper*, No. E2011-01047-CCA-R3-CD, 2012 WL 1895869, at *1, *6 (Tenn. Crim. App. May 24, 2012) (quoting *Blackwell*, 2010 WL 454864, at *7) (ruling a search was illegal where an officer bypassed the front door, entered the backyard, and knew that the owner had posted "No Trespassing" signs, which effectively revoked the implied invitation of the front door); see also *State v. Henry*, No. W2005-02890-CCA-R3-CD, 2007 WL 1094146, at *5 (Tenn. Crim. App. Apr. 11, 2007) (holding a "knock and talk" permissible but noting that if there had been evidence that "No Trespassing" signs were present at the time of the search, the "knock and talk" would have been unacceptable).

⁶ See also *United States v. Taylor*, 458 F.3d 1201, 1204 (11th Cir. 2006) ("'Absent express orders from the person in possession,' an officer may 'walk up the steps and knock on the front door of any man's "castle," with the honest intent of asking questions of the occupant thereof.'" (quoting *Davis v. United States*, 327 F.2d 301, 303 (9th Cir. 1964))); *United States v. Cormier*, 220 F.3d 1103, 1109 (9th Cir. 2000) (quoting *Davis*, 327 F.2d at 303); *United States v. Taylor*, 90 F.3d 903, 909 (4th Cir. 1996) (quoting *United States v. Hersh*, 464 F.2d 228, 230 (9th Cir. 1972)); *United States v. Holmes*, 143 F. Supp. 3d 1252, 1259 (M.D. Fla. 2015) (holding that a person may revoke the implied license but must do so expressly (quoting *Taylor*, 458 F.3d at 1204)); *State v. Grice*, 767 S.E.2d 312, 319 (N.C. 2015) (finding that the implied license to approach the front doors of homes may be limited or rescinded by clear demonstrations by the homeowners (citing *Jardines*, 133 S. Ct. at 1415-16)), *cert. denied*, 135 S. Ct. 2846 (2015).

These Tennessee cases are consistent with decisions from other jurisdictions that have also determined that “No Trespassing” signs, without physical barriers, are sufficient for a person to preserve his privacy and revoke the implied license to enter his property. *See Powell v. State*, 120 So. 3d 577, 584 (Fla. Dist. Ct. App. 2013), *on reh’g* (Aug. 1, 2013) (stating that homeowners who post “No Trespassing” or “No Soliciting” signs effectively negate the license to enter the property and conduct a “knock and talk”); *State v. Roubique*, 421 So. 2d 859, 861–62 (La. 1982) (finding a “Private Road, No Trespassing” sign at the entrance to the driveway was ample evidence of the resident’s intent to preserve his privacy); *see also State v. Poulos*, 942 P.2d 901, 904 (Or. Ct. App. 1997) (indicating that “No Hunting or Trespassing Under Penalty of Law,” “KEEP OUT,” “Guard Dog on Duty,” and “STOP” signs posted along the driveway were sufficient to communicate the property owner’s intent to exclude the public even without a gate or barrier).⁷

In other jurisdictions, courts have held that the expectation of privacy and desire to restrict entry can be effectuated by either physical barriers or appropriate signage. *See People v. Scott*, 593 N.E.2d 1328, 1338 (N.Y. 1992) (holding that “where landowners fence or post ‘No Trespassing’ signs on their private property or, by some other means, indicate unmistakably that entry is not permitted, the expectation that their privacy rights will be respected and that they will be free from unwanted intrusions is reasonable”), *quoted in State v. Bullock*, 901 P.2d 61, 74 (Mont. 1995); *Dixson*, 766 P.2d at 1024 (stating that signs, such as “No Trespassing” signs, fences, or other similar measures indicate the property owner’s intent to protect privacy and exclude the public); *Cooksey v. State*, 350 S.W.3d 177, 184 (Tex. Ct. App. 2011) (stating that a homeowner may manifest an expectation of privacy, restrict access to pathways leading to the house, and revoke the implied license by erecting a locked gate or by posting “No Trespassing” signs); *see also State v. Hubbel*, 951 P.2d 971, 977 (Mont. 1997) (holding that the property owner had no reasonable expectation of privacy in the property leading to the front door where the property owner did not erect a fence, place a gate, plant shrubs or

⁷ Under this approach, signs may be sufficient to revoke the implied license, but they must be appropriately worded and placed. *See Holmes*, 143 F. Supp. 3d at 1262 (noting that other courts have required that the revocation of the implied license be accomplished by clear demonstrations that are unambiguous and obvious to the casual visitor); *State v. Kapelle*, 344 P.3d 901, 905 (Idaho Ct. App. 2014) (noting that where a “No Trespassing” sign is ambiguous and not clearly posted, the implied license is not revoked); *State v. Howard*, 315 P.3d 854, 860 (Idaho Ct. App. 2013) (finding that the implied license had not been revoked because the “No Trespassing” sign was very small and not easily noticed, was not posted over or next to the entrance to the curtilage, and was over a mile from the actual residence); *State v. Dixson*, 766 P.2d 1015, 1024 (Or. 1988) (en banc) (finding that “No Hunting” signs were insufficient to communicate to law enforcement an intent to exclude non-hunting access).

bushes, or post “No Trespassing” or other signs), *as modified on denial of reh’g* (Feb. 3, 1998).

Another approach taken by courts in other jurisdictions is to determine whether the public’s implied license to enter has been revoked by considering the totality of the circumstances, with a “No Trespassing” or similar signage a factor to be considered. *See Powell*, 120 So. 3d at 584 (finding that the existence and extent of a license to conduct a “knock and talk” depends on the circumstances); *Jones v. State*, 943 A.2d 1, 12 (Md. Ct. Spec. App. 2008) (finding that “No Trespassing” signs may be considered as part of the totality of the circumstances); *State v. Kuchera*, Nos. 27375-6-II, 27376-4-II, 2002 WL 31439839, at *5 (Wash. Ct. App. Nov. 1, 2002) (holding that the presence of “No Trespassing” signs “is not dispositive of the establishment of privacy, but is a factor to be considered ‘in conjunction with other manifestations of privacy’” (quoting *State v. Johnson*, 879 P.2d 984, 992 (Wash. Ct. App. 1994))).

Under any of these approaches and particularly under existing Tennessee law, Mr. Christensen revoked the public’s implied license to enter his property. Near the entrance to his driveway, he posted two signs that said “PRIVATE PROPERTY, NO TRESPASSING” and one sign that said “NO TRESPASSING, HUNTING OR FISHING, VIOLATORS PROSECUTED, UNDER PENALTY OF LAW” and listed his phone number. These signs were clearly visible to anyone approaching his driveway from the main road. Even in the absence of a fence or other physical barrier, the signs effectively communicated Mr. Christensen’s intent to protect his privacy and exclude others from approaching his home. As the Idaho Supreme Court has said, “[C]itizens, especially those in rural areas, should not have to convert the areas around their homes into the modern equivalent of a medieval fortress in order to prevent uninvited entry by the public, including police officers.” *State v. Christensen*, 953 P.2d 583, 587 (Idaho 1998).

The Court appears to adopt the totality of the circumstances approach but then determines that an objectively reasonable person faced with a “No Trespassing” sign would not conclude that entry is barred. I disagree. Common sense tells us that “No Trespassing” signs, depending on the circumstances, can communicate the property owner’s desire not to have members of the public on his land.⁸ Moreover, a “No

⁸ *Cf. Madrugá v. County of Riverside*, 431 F. Supp. 2d 1049, 1061 (C.D. Cal. 2005) (noting that even if signs do not contain the words “No Trespassing” or “Keep Away” “[c]ommon sense and common experiences teaches us that such ‘WARNING Guard Dog’ signs are placed to dissuade people, be they intruders, sales representatives, delivery agents, or even police officers, from approaching the home. . . . [A]nyone seeing such a sign would understand that the homeowner seeks to exclude them from entering the area beyond the sign.”).

Trespassing” sign should be of particular significance to law enforcement officers in communicating that they may need to obtain a warrant before entering the property.

“No Trespassing” signs factor into criminal trespass cases. In Tennessee, it is a crime to enter or remain on property without the owner’s consent. Tenn. Code Ann. § 39-14-405(a). A defense to this crime is that the alleged trespasser reasonably believed that he had the owner’s consent to enter the property. *Id.* § 39-14-405(b)(1). However, this defense is not available if the property owner has posted signs “visible at all major points of ingress to the property . . . and the signs are reasonably likely to come to the attention of a person entering the property.” *Id.* § 39-14-405(c).

Mr. Christensen did not just post one “No Trespassing” sign—he posted multiple signs near the entrance to his property that were clear, unambiguous, and obvious to anyone approaching his driveway. These signs adequately communicated Mr. Christensen’s intent to revoke the implied license to enter his property. Under the facts of this case, law enforcement officers should have heeded the signs and taken the appropriate steps to obtain a search warrant.

Expectation of Privacy

Without a physical intrusion, a search can occur when the government violates a subjective expectation of privacy that society is prepared to recognize as reasonable. *Katz*, 389 U.S. at 361 (Harlan, J., concurring).⁹ To determine whether a search has occurred under the *Katz* analysis, courts consider whether the individual had an actual, subjective expectation of privacy and whether society will view the individual’s subjective expectation of privacy as reasonable and justifiable under the circumstances. *State v. Talley*, 307 S.W.3d 723, 730 (Tenn. 2010) (quoting *State v. Munn*, 56 S.W.3d 486, 494 (Tenn. 2001)).

In deciding whether Mr. Christensen had an actual, subjective expectation of privacy, we apply a multi-factor test that inquires into whether the defendant owns the property seized; has a possessory interest in the thing seized and the place searched; has the right to exclude others from that place; has shown a subjective expectation that the

⁹ See also *Jardines*, 133 S. Ct. at 1417 (“The *Katz* reasonable-expectations test ‘has been added to, not substituted for,’ the traditional property-based understanding of the Fourth Amendment, and so is unnecessary to consider when the government gains evidence by physically intruding on constitutionally protected areas.”); *Jones*, 565 U.S. at 407 (“*Katz* did not erode the principle ‘that, when the Government does engage in physical intrusion of a constitutionally protected area in order to obtain information, that intrusion may constitute a violation of the Fourth Amendment.’” (quoting *United States v. Knotts*, 460 U.S. 276, 286 (1983) (Brennan, J., concurring))).

place would remain free from governmental invasion; took normal precautions to maintain his privacy; and was legitimately on the premises. *State v. Ross*, 49 S.W.3d 833, 841 (Tenn. 2001) (quoting *United States v. Haydel*, 649 F.2d 1152, 1154–55 (5th Cir. 1981)); see also *Talley*, 307 S.W.3d at 730–31.

Under this test, Mr. Christensen had an actual, subjective expectation of privacy in his property. He owned the property, had a possessory interest in the place searched, had the right to exclude others from the property, showed a legitimate interest in keeping others off his property, took precautions to maintain his privacy by posting multiple “No Trespassing” signs, and was legitimately on the premises.

To determine whether society views Mr. Christensen’s subjective expectation of privacy as reasonable and justifiable, we consider factors such as the “intention of the Framers of the Fourth Amendment, the uses to which the individual has put a location, and our societal understanding that certain areas deserve the most scrupulous protection from government invasion.” *Oliver*, 466 U.S. at 177–78 (citations omitted).

Privacy expectations are heightened in the home and the adjacent area. See *Dow Chem. Co. v. United States*, 476 U.S. 227, 237 n.4 (1986). The Court in *Katz* held that “[w]hat a person knowingly exposes to the public, even in his own home or office, is not a subject of Fourth Amendment protection. But *what he seeks to preserve as private, even in an area accessible to the public, may be constitutionally protected.*” *Katz*, 389 U.S. at 351 (emphases added) (citations omitted).

Mr. Christensen did not expose his home and the adjoining property to the public; instead, he tried to protect his property by posting multiple signs clearly communicating that visitors were not welcome. If multiple “No Trespassing” signs are not sufficient to convey a property owner’s intent to exclude the public from his property, then the constitutional protections against unreasonable searches may be beyond the grasp of ordinary citizens for whom the posting of “No Trespassing” signs is the only feasible option.

Mr. Christensen’s expectation of privacy by the posting of multiple “No Trespassing” signs was reasonable and justifiable under the circumstances. Police officers violated Mr. Christensen’s reasonable expectation of privacy when they entered his land without a warrant despite the “No Trespassing” signs.

Conclusion

For the reasons stated, law enforcement officers conducted an illegal search of Mr. Christensen’s property, and the evidence obtained from the search should be suppressed.

The Court's decision that multiple "No Trespassing" signs are not sufficient to revoke the implied license for entry denies ordinary citizens the protections of the United States and the Tennessee Constitutions against warrantless searches. The result is that only citizens wealthy enough and situated in an area where they can "convert the areas around their homes into the modern equivalent of a medieval fortress," *Christensen*, 953 P.2d at 587, may protect themselves from governmental intrusion and invasion of privacy.

SHARON G. LEE, JUSTICE

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TN Supreme majority: Police can ignore 'no trespassing' signs

Published April 7, 2017 | By Tom Humphrey

News release from Administrative Office of the Courts

Nashville, Tenn. – A majority of the Supreme Court has ruled that, despite the existence of "no trespassing" signs near an unobstructed driveway, police officers' warrantless entry onto the defendant's property was constitutionally permissible.

This matter arose when two investigators went to a different residence after receiving information regarding a pseudoephedrine purchase. One of the individuals at that residence informed the officers that he had given the pills to the defendant, who lived next door and who was in the process of using them to produce methamphetamine. The officers then left that residence and drove down the defendant's unobstructed driveway and walked up to his front porch.

Upon smelling the odor of the manufacture of methamphetamine when the defendant opened his door, the officers requested consent to enter the residence. When the defendant denied consent, the officers forced entry and discovered an active methamphetamine lab, several inactive labs, various items commonly associated with methamphetamine manufacture, and several guns.

Prior to trial, the defendant filed a motion to suppress evidence obtained as a result of the warrantless entry onto his property, claiming that, because he had posted "No Trespassing" signs near his driveway, the officers' entry onto the property without a warrant violated both the United States and Tennessee Constitutions.

The trial court denied the defendant's motion to suppress. The defendant then proceeded to trial and was convicted by a jury of resisting arrest, promoting the manufacture of methamphetamine, initiating the manufacture of methamphetamine, and two counts of possession of a firearm during the commission of a dangerous felony.

The Supreme Court granted the defendant's application for permission to appeal from the Court of Criminal Appeals' decision affirming the trial



Tom Humphrey

ABOUT THIS BLOG

Former Knoxville News Sentinel capitol bureau chief Tom Humphrey writes about Tennessee politics, government, and legislative news.

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court judgments in order to consider the legality of the police officers' warrantless entry onto the defendant's property.

In the majority opinion authored by Chief Justice Jeffrey S. Bivins, the Court determined that the defendant "failed to demonstrate that he had a reasonable expectation that ordinary citizens would not occasionally enter his property by walking or driving up his driveway and approaching his front door to talk with him 'for all the many reasons that people knock on front doors.'" Therefore, the Court held, the police officers' warrantless entry did not violate the United States or Tennessee Constitutions.

Justice Sharon G. Lee dissented from the Court's decision. She concluded that the police had no right to ignore the multiple "No Trespassing" signs Mr. Christensen posted at the entrance to his driveway and enter the area around his home without first getting a warrant. As a result, the search of Mr. Christensen's home violated his rights under the United States and Tennessee Constitutions. Justice Lee wrote that citizens should not have to barricade their homes with a fence and a closed gate, perhaps even a locked gate, to protect their constitutional rights. In Justice Lee's view, the ability to prevent the public, including the police, from entering one's home and the land around it should be available to all citizens.

Note: The majority ruling is [HERE](#). Justice Lee's dissenting opinion is [HERE](#).

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July 17, 2017

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Dear Ms. Fenton,

This office represents Williamson County, including its Sheriff's Department, with regard to various matters. Your recent letter to Sheriff Jeff Long has been passed along to me for reply. While we are sorry that you were disappointed with Sheriff Long's previous letter, he is not, as Sheriff of Williamson County, in a position to give you legal advice. Your correspondence essentially seeks a series of legal opinions based upon hypothetical questions. It is not productive to continue to engage in debate with you about the implications of various actions you might or might not choose to take. We would encourage you to seek your own legal counsel for interpretation of these matters if you are dissatisfied with the Sheriff's responses.

Sincerely,



Lisa M. Carson

xc: Sheriff Jeff Long



Buerger, Moseley, & Carson, PLC
Williamson County Attorney's
306 Public Square
Franklin, TN 37064

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Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

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276

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Please send all correspondences
Via U.S. Mail, standard post.

July 7, 2017

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: *Trespassing at Fawn Fenton's Residence*

Dear Sheriff Long:

I received your letter dated June 7th, 2017, in response to my original correspondence with you. Thank you for taking the time to read my letter and for acknowledging your receipt of it; however, I am disappointed in the brevity of your response, and that you chose not to answer a single question that I had asked. I thought that your response would be one of surprise and apology, and hoped you would bring correction within your department so that such behavior does not persist or become routine. Regretfully, the wording of your response made me think that you not only dismissed my concerns, but that you might even condone your officers' actions on my property. This has been troubling me, with the "principal" of even greater concern than the unjust incidents in question.

Laws, as with all written words, are subject to interpretation. As I'm sure you know all too well, citizens and law enforcement alike tend to push the boundaries of the law to the outer edge of what they believe is "reasonably arguable". Perhaps this is part of human nature. However, I believe that the two WSCO officers trespassing and littering upon my property on May 24th, was a case where the "ends" most certainly did not justify the "means."

I would like to be more clear on "the extent of [WSCO] authority when entering property", so that I may more accurately understand and align my expectations.

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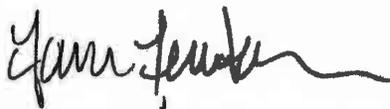
Therefore, I am asking you again to please answer my questions below, to explain to me how your department views "no trespassing" situations:

1. In your letter, you say "It is our intent to abide by the controlling law at all times..." Specifically what do you interpret as the "controlling law" in this instance? As I am a bit of a code and rule enthusiast, can you please tell me exactly the document and sections to look up?
2. Is the "Majority Opinion of the Tennessee Supreme Court, as written by Chief Justice Jeffry S. Bivins, in the STATE OF TENNESSEE V. JAMES ROBERT CHRISTENSEN, JR. (No. W2014-00931-SC-R11-CD - Filed April 7, 2017)" the basis by which you believe that your deputies actions were legal?
3. In your interpretation, would (or should) the copy which I sent you of my new signs that I am posting on my property, legally dissuade your officers from entering my property again, under similar circumstances?
4. Would this signage alone be enough to legally prevent visitors (including your officers, other than the specific exceptions noted on the copy) from entering my property? Or do I need to include physical barriers, such as gates and fencing, to prevent unwanted people from entering?

I ask you again to please reply back to me, and to please devote some more time and thoroughness to my questions, that if nothing else I might have a better understanding of expectations in regards to my private property and trespassing concerns.

Thank you again for taking the time to read my letters. I appreciate your concern and devotion to Williamson County, and I eagerly await your response.

Sincerely,



Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

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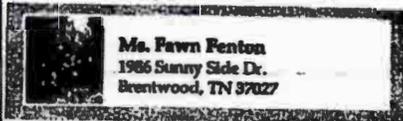
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 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box*

FAWN FENTON
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

USPS TRACKING#

9590 9403 0163 5120 4040 92



SHERIFF JEFF LONG
WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY CT.
FRANKLIN, TN 37027

... 282



WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY COURT
FRANKLIN, TENNESSEE 37064
615.790.5604 OFFICE
615.595.1208 FAX
JEFFL@WILLIAMSONTN.ORG



June 7, 2017

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Dear Ms. Fenton:

I am in receipt of your letter dated May 30, 2017. We are always interested in hearing the concerns of citizens. Please be assured that the Sheriff's Office is cognizant of its duty to serve legally-issued process, and of the extent of its authority when entering property to serve such process. It is our intent to abide by the controlling law at all times, and we will continue to do so.

Sincerely,

A handwritten signature in black ink that reads "Jeff Long".

Jeff Long

Cc: Lisa Carson

284



WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY COURT
FRANKLIN, TENNESSEE 37064

NEOPOST

US POSTAGE \$000.46⁰⁰



ZIP 37064
041M11280540

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

37027\$5404 R029



285

*Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027*

Please send all correspondences
Via U.S. Mail, standard post.

May 30, 2017

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: WCSO Officers Trespassing, Harassing, Littering at Fawn Fenton's Residence

Dear Sheriff Long:

I would like to bring to your attention that recently, WCSO officers have broken the law trespassing on my property. Last week, two officers flagrantly disregarded my 'No Trespassing' signage and physical barriers, while attempting to intimidate me through needless repeated doorbell ringing and excessively loud pounding near my front door. They then mockingly wedged and taped more than a dozen yellow paper notices around the exterior of my residence, littering my property in an effort to embarrass me before my neighbors. I need this harassment to stop, and I am asking you to correct this behavior within your department and for WCSO officers to respect the privacy of my property in the future.

As I am often home alone, I like to rest assured that my property, my pets, and my person are safe and under my control. Therefore, my house is equipped with several video surveillance cameras that allow me to remotely monitor the immediate exterior curtilage around my home, including the driveway and front porch. For notice to the public, I have two large signs that say "STOP" No Trespassing! No Exceptions!" near the lower part of my driveway, one sign on each side, for people who might want to approach my house from the street (since the driveway is the only access up to the house). If a visitor comes up the driveway anyway, they will see at the front corner of the house, there is a sign that says "Monitored by Geoarm Security", which is the external company that monitors my house alarms. At the bottom of the steps leading to the front porch, there is a large sign that says "No Trespassing - This Property Protected by Video Surveillance - Trespassers Will Be Prosecuted". There are also highly visible adhesive signs on the garage man-door and the front door sidelite that say 'No Trespassing' and "Warning, Audio

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and Video Recording in Use". There is a similar sign near the gate that separates the driveway from the back yard. Therefore, with all this signage clearly in place, in the past, both companies and individuals alike have consistently been extremely respectful of my property, my boundaries, and my privacy. No one, for a lack of "more specific instructions" or impenetrable barriers, has proceeded onto my property, with the only known exception being the recent actions of the WSCO. I have felt that it is very clear to the casual observer that I have a "reasonable expectation of privacy" on my property, especially near my home.

Despite this, your department has been trying to serve some kind of Civil Process to my husband, Jeff Fenton, and WSCO officers have committed criminal trespass (and possibly aggravated criminal trespass) in their efforts to get my attention. From the video and audio recordings I have from my security system, I can describe to you the exact events to which I am referring. It started on Monday, May 15, 2017 at 10:12 am, when a WSCO officer drove his vehicle up my driveway, parked at the top near the house, and walked to the front porch. He clearly saw the camera mounted in the upper corner of the porch ceiling as he rung my doorbell. He left a yellow slip of paper wedged in the seam of the storm door regarding the legal process he was attempting to serve, and at 10:15 am, backed his vehicle down the driveway and left. I retrieved the yellow notice that evening when I got home from work, and saw that it was addressed to "Jeffrey R. Fenton", and on it was printed to contact Deputy Gary Brown to retrieve the papers. I disregarded this notice, since it is not for me and I am under no obligation to deliver it. The officer can't even know for certain whether or not Jeff Fenton lives here or visits, and I am under no obligation to answer the door or accept any paperwork for Mr. Fenton.

Since I did not want any further visitors regarding my husband's business, I used a fluorescent yellow cargo strap which I strung approximately 18" to 24" above the ground between the two "No Trespassing" signs on the lower end of my driveway, and on Wednesday May 17, created a physical barrier so that a vehicle could not drive up my driveway without hitting or removing the strap. I also put a yellow strap across the railings of the steps blocking access to my front porch, as a secondary visual and physical barrier indicating that visitors were not welcome to the front door. On Monday, May 22, 2017 at 10:15 am, a WSCO officer drove by my property again, but this time upon seeing the barriers, did not attempt to come up the driveway, and instead left another identical yellow paper notice addressed to Jeffrey R. Fenton wedged behind the flag on my brick mailbox.

Then on Wednesday, May 24, 2017, two officers arrived at my residence at 8:02 am. The male officer parked a WSCO vehicle on the lower end of my driveway in front of the yellow strap barrier, while the female officer parked her unmarked vehicle in front of my neighbor's house. Then they exited their vehicles and proceeded to step over my strap barrier and walked up my driveway on foot. They walked to the front porch, and both ducked and crawled under the yellow strap barrier there to access the front porch. The male officer stood on the porch and rung the doorbell multiple times, while the female officer stood on the landing looking through my front windows, watching my dog bark and trying to discern if anyone might be home. The male officer tried to open the storm door, but found it locked, and then he pounded very loudly on the side of the sidelite frame and called out "Mr. Fenton!" At 8:06 am, the male officer folded and wedged two of the yellow notices in the frame of the storm door. The female officer, who had brought

with her a roll of what appeared to be clear packing tape, proceeded to tear off pieces of tape which she handed to him, and he taped three more yellow notices, two on the storm door and one on the sidelite, for a total of five yellow papers cluttering the face of my front door. The male officer rang the doorbell again, and they both looked directly at the video camera on the porch ceiling and waved. They then went back down the steps and crawled under the yellow strap and walked back to the driveway. At 8:09 am, both officers walked around the garage-side of the driveway, and the male officer wedged and taped several more yellow notices to the man-door at the side of the garage. The male officer took a quick look through the fence at the back yard before following the female officer back towards the front of the house. They both proceeded to walk in the grass alongside the driveway back to their vehicles. The female officer taped yet more yellow notice papers, one on to each of my "No Trespassing" signs, and the male officer put another one wedged in the mailbox flag. At 8:11 am, they both moved their vehicles such that one was on each side facing my driveway, and stayed parked on the street in front of my house until 8:21 am, when they finally drove away.

Clearly, these two officers were mocking my attempts to keep them and other trespassers off my property and away from my home. I am very disturbed at their blatant disregard of my signage and physical barriers, as well as for Tennessee's trespassing laws in general. Certainly, you are familiar with TCA 39-14-405 regarding Criminal Trespass, which clearly has no defense for the actions of these officers. Even TCA 39-14-406 regarding Aggravated Criminal Trespass appears relevant to this matter, stating: *(a) A person commits aggravated criminal trespass who enters or remains on property when: (1) The person knows the person does not have the property owner's effective consent to do so; and (2) The person intends, knows, or is reckless about whether such person's presence will cause fear for the safety of another...*" After taking down the numerous yellow notice papers from around my property, I had to have conversations with several of my neighbors, who had seen the officers repeated visits and the excess of yellow papers, and asked me if something was wrong and if they needed to be concerned about their own property. I believe this was part of the officers' intent on May 24th - to not only attempt to intimidate me, but also to draw the attention of my neighbors and bring embarrassment or negative attention to my situation.

I certainly hope that completely ignoring "No Trespassing" signage is not a formal policy within the WSCO, and that circumventing physical barriers without just cause is not a regular practice? These officers are not even pursuing anything related to a crime; this is just a civil legal notice. It is my understanding that Mr. Fenton has been under some financial difficulty, and I assume whatever your department has been asked to deliver is related to that, but I think it can't be very serious since Mr. Fenton has never had much in the way of income or assets to my knowledge. His and my finances are completely separate, and I do not need to get involved. Rather, your officers need to respect the privacy of my property! They are violating the Fourth Amendment of the Constitution and breaking Tennessee law to deliver some civil papers to someone with no criminal history that they can't even be sure might be found at this address. I would expect WSCO officers to be examples to other citizens of how to respect and uphold laws, not to demonstrate the disrespectful invasiveness shown by these two that were at my home on May 24th.

I have now posted new signs around my property, a copy of which is attached to this letter, which I hope will make it expressly clear who I expect to allow on my property and under what circumstances, so that there can be no argument about "implied consent" or that "not every entry onto personal property is a search." In order to get these signs up quickly (several are now posted as of May 25th), I just printed them on my computer and had them laminated; however, I intend to replace my current "No Trespassing" signs with professionally manufactured larger signs showing this content. I am requesting your feedback on the verbiage of this sign, a statement from you on whether you believe this sign is sufficient to legally protect me against unannounced and undesired visitors. I would appreciate a written letter from you in response. In particular, if I post this sign (or multiple copies of it) at the entrance to my property, will the sign(s) alone be sufficient to convey my intent, so that I can remove the strap (physical barrier) across my driveway? I would prefer to secure my expectation of privacy with only signage, rather than persisting with physical obstacles, but please let me know your and your department's interpretation of privacy requirements.

In addition, I am requesting that you review with your entire department the legal boundaries of trespassing, and how your officers should interpret signage and barriers. The conduct of these two officers at my property on May 24th was what NOT what "a reasonably respectful citizen would be expected to do" given the signage and barriers present, even if they believed they had legitimate business to conduct with me. Your officers need to be able to objectively look at the communication presented by 'No Trespassing' signage and barriers, and conclude whether "a reasonable person" would proceed onto private property, law enforcement or not. I hope that you can assure me that I will not have officers in the future who encroach onto my property without more urgent reasons. Specifically, I would like the names and badge numbers of the two officers who papered my property on May 24th, and acknowledgement that they understand my intent and privacy expectations. Please respond to me about this also, via letter.

As I mentioned, I have video recordings from my security system of each time WSCO officers visited my home, and some audio recordings as well. Several different cameras from multiple angles show exactly how they acted unreasonably. I hope that by writing you this letter and asking for your cooperation, there will be no need for me to show these videos to my legal counsel, or to share these videos with others, to let people know what to expect when private property is posted simply with 'No Trespassing'. If you can give me assurance that my property boundaries will be respected by WSCO officers from now on, I will be very appreciative and it will ease the concerns of my neighbors. Thank you for your attention to this matter.

Sincerely,



Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

FENTON RESIDENCE

1986 Sunny Side Drive

NO TRESPASSING (T.C.A. § 39-14-405)

DELIVERIES: Please Leave at the Garage.

VISITORS: Confirmed Appointment Required In Advance.

EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.

ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

**Absolutely
NO ENTRY to LAW ENFORCEMENT,
except when responding to an alarm or distress call from within this residence.**

“Knock-and-Talk” is expressly Forbidden.

**Please don't proceed past the ditch,
unless invited onto this property by the owners, or meeting the conditions above.**

Audio & Video Surveillance In Use ~ Violators will be Prosecuted.

TRANSMISSION VERIFICATION REPORT

TIME : 05/31/2017 08:46
NAME : FEDEX OFFICE 0530
FAX : 615-269-0996
TEL : 615-269-9919
SER.# : U63314F4J711500

DATE, TIME	05/31 08:44
FAX NO./NAME	6157905500
DURATION	00:02:04
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

292

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com™

FRANKLIN, TN 37064

Certified Mail Fee \$3.75

Postage \$0.49

Total Postage and Fees \$3.84

622T T50R E000 0490 5T02

GREEN HILLS STATION NASHVILLE, TN
 MAY 30 2017
 37215-9998 05/30/2017

Sent To
 SHERIFF JEFF LONG, W.C.S.O.
 Street and Apt. No., or PO Box No.
 408 CENTURY COURT
 City, State, ZIP+4®
 FRANKLIN TN 37064

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3... Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X T. Payne <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) T. Payne</p> <p>C. Date of Delivery 5-31-17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: SHERIFF JEFF LONG WILLIAMSON COUNTY SHERIFFS OFFICE 408 CENTURY CT. FRANKLIN, TN 37064</p> <p>9590 9403 0183 5120 4040 09</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Barcode 7015 0640 0003 8051 1229</p>	<p>Restricted Delivery</p>
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

UNITED STATES POSTAL SERVICE

706 370
 31 MAY 17

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

FAWN FENTON
 1986 SUNNY SIDE DR.
 BRENTWOOD, TN 37027

USPS TRACKING#

9590 9403 0183 5120 4040 09

293

CLERK & MASTER

April 27, 2019

AUG 29 AM 9: 22

FILED FOR ENTRY

Dear Betty, Ronald & Jeff,

Please attach to trust documents.

I expect a good chance of getting dementia as I age - as both parents did. I plan to carefully conserve my money through these years. If I become incapacitated, I want the money to be used to keep me in my home with my dog and my books. It should be relatively easy to safeguard the docs so I only have access to the backyard. I do not want my children in the position of caring for me.

Thanks for your help,

Margaret A Fenton

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - J

RE: Fenton v Fenton

Case# 48419B
294

LOANS TO JEFFREY R. FENTON FROM MARSHA A. FENTON

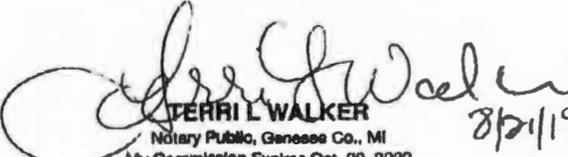
10/03/2018	Check 2487	1000.00
10/30/2018	LCSW Terry Huff	75.00
11/13/2018	LCSW Terry Huff	100.00
12/06/2018	LCSW Terry Huff	150.00
12/20/2018	LCSW Terry Huff	100.00
1/03/2019	W. Meade Vet Clinic	219.22
1/07/2019	Check 2521	1000.00
1/07/2019	Check 2522	1000.00
1/08/2019	LCSW Terry Huff	100.00
1/15/2019	LCSW Terry Huff	100.00
1/22/2019	LCSW Terry Huff	100.00
1/31/2019	LCSW Terry Huff	100.00
2/12/2019	LCSW Terry Huff	100.00
2/26/2019	LCSW Terry Huff	100.00
2/27/2019	Check 2536	1000.00
2/27/2019	Check 2537	1000.00
3/12/2019	LCSW Terry Huff	100.00
3/26/2019	LCSW Terry Huff	100.00
4/09/2019	LCSW Terry Huff	100.00
4/15/2009	Check 2552	1000.00
4/17/2019	Check 2554	859.00
4/23/2019	LCSW Terry Huff	100.00
5/07/2019	LCSW Terry Huff	100.00
6/25/2019	LCSW Terry Huff	200.00
7/09/2019	LCSW Terry Huff	100.00
7/12/2019	Brittany Gates, Law	1500.00
7/23/2019	LCSW Terry Huff	100.00
7/29/2019	Schaffer Law Firm	4000.00
8/07/2019	Schaffer Law Firm	1000.00

Total - \$15,103.22

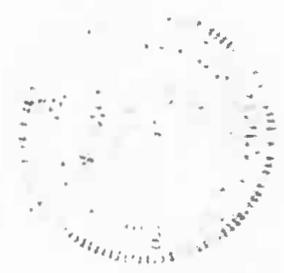

 Marsha A. Fenton
 MARSHA A. FENTON

8/25/2019

8/21/19


 TERRI L. WALKER
 Notary Public, Genesee Co., MI
 My Commission Expires Oct. 29, 2022
 Acting in Genesee Co.

8/21/19

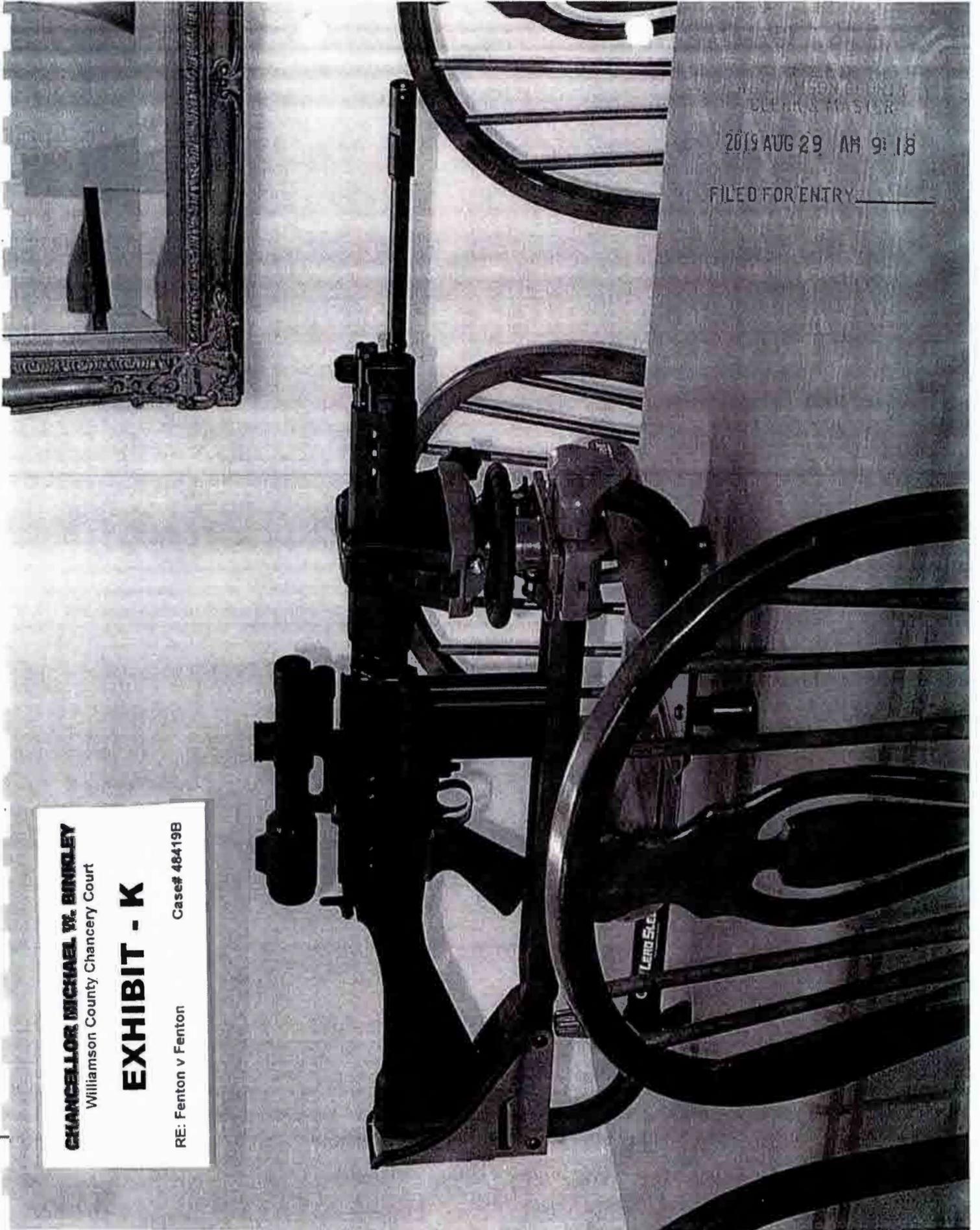


295

V:\Digital Filing Cabinet\Documents\Divorce Fa '10M \$\$\$.txt

Thursday, August 29, 2019 7:22 AM

\$15,103.22	Mom Loan as of 8/7/2019
\$999.95	Current Charges
\$297.35	USAA
\$407.49	CreditOne
\$331.98	Capital One
\$17,131.99	Subtotal To Date
\$500	Utilities
\$3,000	Moving
\$300	Storage
\$20,939.99	Total Through Move



CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court
EXHIBIT - K
RE: Fenton v Fenton Case# 48419B

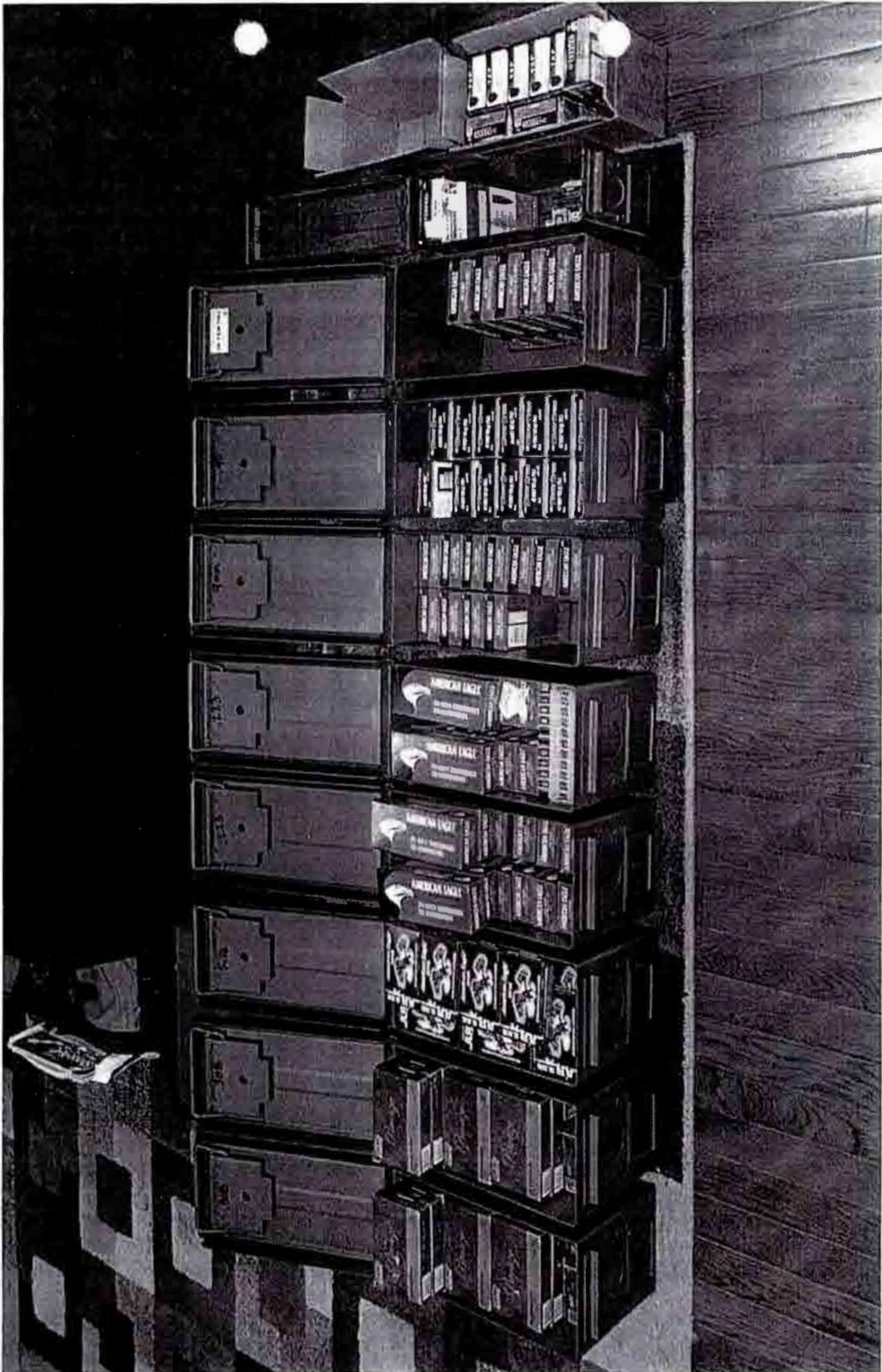
297



FRONT PICS: FN-FAL .308
HERE: AR-15 M161 V006 OPTIC

ALL FALLOWS FIREARMS HANDICRAFTS
+ TRAINING

298



5,180 Rounds of Francis Amundson

299

Fawn's Ammunitions: Taken During Separation

TOTAL ESTIMATED VALUE: \$1,993.41

 Fawn T. Fenton

 [REDACTED] Brentwood, TN 37027

 (615) 333-73 [REDACTED]

Item #	Make / Model	Item / Description	Bullet Weight (Grains)	Muzzle Velocity (FPS)	Bullet Style	Serial Number / ID Number	Date Purchased
1	Federal American Eagle (XM193)	5.56 x 45mm	55	3,165	FMU	Case UPC: 50029465094602	11/7/2016
2	Federal American Eagle (AE223)	.223 REM	55	3,240	FMJ-BT	Box UPC: 029465084820	2/4/2005
3	PMC Bronze (308B)	7.62 x 51mm (.308 WIN)	147	2,780	FMJ-BT	Case UPC: 20741569060282	11/8/2016
4	Hornedy TAP (#80968)	7.62 x 51mm (.308 WIN)	168	2,700	TAP FPD	Box UPC: 090255809688	11/8/2016
5	Federal American Eagle (AE40R3)	.40 S&W Target	165	1,130	FMJ	Case UPC: 50029465092813	11/7/2016
6	CCI Blazer Brass (5210) A-08-K-23	.40 S&W Target	165	Unknown	FMJ	Box UPC: 076683052100	2/4/2005
7	Federal Premium HST LE (P40HST1)	.40 S&W Tactical	180	1,010	JHP	Box UPC: 029465094434	11/8/2016
8	Federal American Eagle (AE9AP)	9mm LUGER	124	1,150	FMU	Box UPC: 029465088569	2/11/2010
9	Federal Premium HST LE (P9HST2)	9mm LUGER Tactical	147	1,000	JHP	Box UPC: 029465094447	11/8/2016
10	Federal Classic HI-SHOK (C38)	.38 SPECIAL +P	125	950	JSP	Box UPC: 029465092955	Unknown
11	Miscellaneous Ammo Boxes	.40 Federal | .22 CCI | .223 Winchester	Misc	Misc	Misc	Misc	Unknown

TOTALS INVENTORY ITEMS: 11

COUNTED, SIGNED-FOR, AND TAKEN BY FAWN ON 5/1/2018

300

The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.

V013

Appendix 13-3

TECHNICAL RECORD

NO. 48419B

COA NO. M2019-02059-COA-R3-CV

APPEALED FROM
CHANCERY COURT
AT FRANKLIN TENNESSEE
MICHAEL W. BINKLEY CHANCELLOR
ELAINE B. BEELER, CHANCERY COURT CLERK

FILED
JUN 15 2020
Clerk of the Appellate Courts
Rec'd By

IN THE CASE OF
FAWN ██████████ FENTON
VS.
JEFFREY RYAN FENTON

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

VIRGINIA L. STORY
135 FOURTH AVE. SOUTH
FRANKLIN, TN 37064
ATTORNEY FOR APPELLEE

JEFFREY RYAN FENTON
17195 SILVER PARKWAY, #150
FENTON, MI 48430
PRO SE APPELLANT

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B. McKinney CLERK
DEP. CLERK



INVENTORY DATE: 5/1/2018

Insurance company: Donegal Insurance Group
 Insurance company phone: (800) 877-0600
 Policy number: HOC 8115950
 Insurance agent: Will & Anna Lima Montgomery (Montgomery & Assoc.)
 Insurance agent phone: (615) 829-8457
 Insurance agent address: 1730 General George Patton Dr, #212, Brentwood, TN 37027

Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date	Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGulde.com	1,000	\$972.38	\$0.97	5/1/2018	1,000	1,000	\$972.38	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	\$219.00	\$0.22	5/1/2018	780	780	\$170.82	39 Boxes of 20 Rounds
SportsmansGulde.com	1,000	\$645.98	\$0.65	5/1/2018	1,000	1,000	\$645.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
SportsmansGulde.com	100	\$132.95	\$1.33	5/1/2018	100	100	\$132.95	5 Boxes of 20 Rounds
SportsmansGulde.com	1,000	\$926.78	\$0.93	5/1/2018	300	300	\$98.03	6 Boxes of 50 Rounds Each
AmmoMan.com	1,000	\$179.00	\$0.18	5/1/2018	700	700	\$125.30	14 Boxes of 50 Rounds
AmmoMan.com	300	\$234.00	\$0.78	5/1/2018	50	50	\$39.00	1 Box of 50 Rounds
AmmoMan.com	1,000	\$289.00	\$0.29	5/1/2018	550	550	\$158.95	11 Boxes of 50 Rounds
AmmoMan.com	100	\$90.00	\$0.90	5/1/2018	100	100	\$90.00	2 Boxes of 50 Rounds
Unknown	500	\$125.00	\$0.25	5/1/2018	380	380	\$95.00	19 Boxes of 20 Rounds (Guessed at Pricing)
Unknown	220	\$65.00	\$0.30	5/1/2018	220	220	\$65.00	Fed = 50 Rounds | CCI = 150 Rounds | Win = 20 Rds
		\$2,679.09				5,180	\$1,993.41	

5,180
 FAWN'S ROUNDS OF AMMUNITION

FILED
WILLIAMSON COUNTY
CLERK & MASTER**FAWN T. FENTON**

2019 AUG 29 AM 9:18

1986 Sunny Side Drive, Brentwood, Tennessee 37027

Email: [REDACTED]

FILED FOR ENTRY

Tel: (615) [REDACTED]

*Self-Defense Handgun Instructor***CERTIFICATIONS & AFFILIATIONS**

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- **Nashville Police Department, Citizens Police Academy, Spring 2009**
- **Mount Juliet Police Department, Citizens Police Academy, Spring 2004**
- **Member of the NRA since 2004, Life Member since 2012**
- **Certified Trainer with NRA "Refuse to Be a Victim" Program**
- **Member of the United States Practical Shooting Association since 2003**

TRAINING

- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013**
- **Front Sight Firearms Training Institute, 4-Day Armors Class – AR15, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008**
- **Front Sight Firearms Training Institute, Handgun Master Prep, January 2007**
- **HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005**
- **Tactical Response, 2-Day Fighting Pistol, May 2004**
- **Vanderbilt Rape Aggression Defense Systems, December 2003**
- **The Range Incorporated, Advanced Handgun II, November 2003**

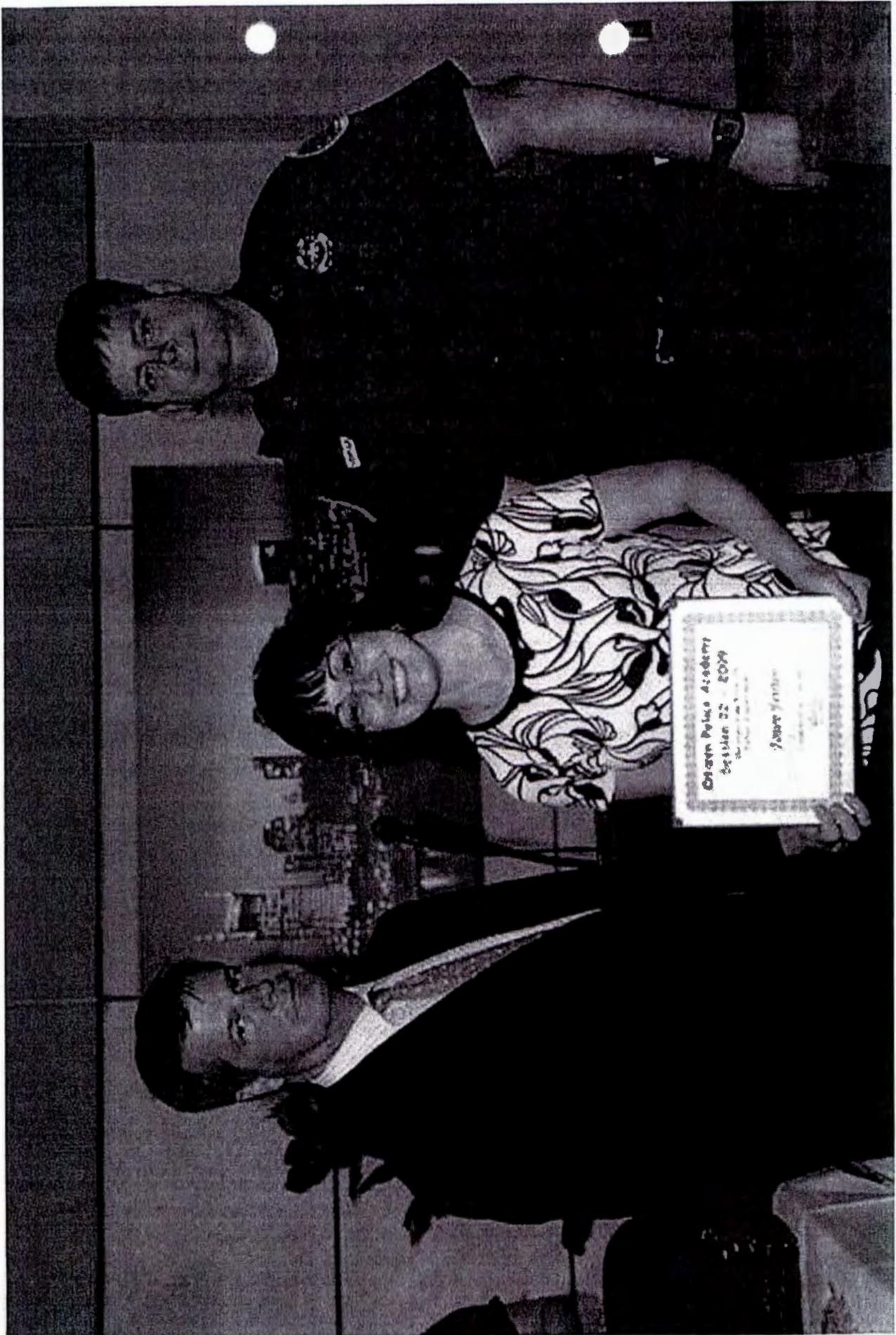
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
 - The Range Incorporated, Advanced Handgun I, April 2003
 - The Range Incorporated, State Concealed Carry Course, February 2003
 - Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002
-

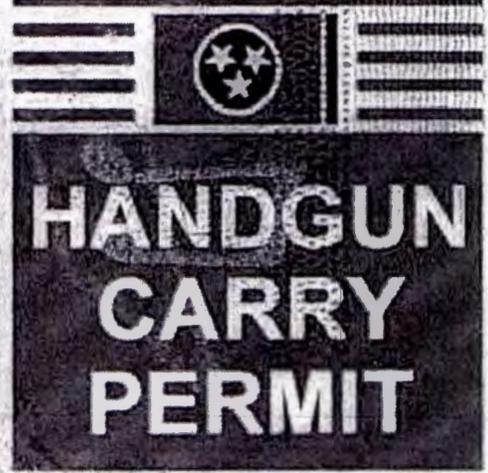
REFERENCES

JOHN HUTCHERSON ■ Owner, The Range Inc. Instructor, DCSO Correctional Officer
T: (615) 662-6815, Nashville, TN therange@bellsouth.net

RICK MORELLO ■ Front Sight Firearms Operations Manager, Instructor
T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK [REDACTED] ■ Brother, U.S. Marine Veteran
T: (949) 565-6204, Lake Forest, CA mark.davenport@live.com





PERMIT NO.
093973585
DOB
01/22/1973

EXP **03/12/2019**

Fawn Fenton



SEX **F** HGT **5'-04"** EYES **BRO**
DD **9011412091810100**

HCP

**FENTON
FAWN TIFFANY
1986 SUNNY SIDE DR
BRENTWOOD, TN 37027**

306

STATE CERTIFIED HANDGUN INSTRUCTOR



Awarded to

Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by

Tennessee Department of Safety

Issued 5/8/12 Expires 8/15/15

Fawn T. Fenton

 Program Director

Ben M...

 Commissioner

308



National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Way Le Pini
 Executive Vice-President

309

Thank you for your efforts in promoting the safe and responsible use of firearms

- Each team instructor gets full credit for the course when you team teach.
- Remember to report your courses within 10 days of completion at nrainstructors.org.



National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol

New ID Card Enclosed

FAWN T. FENTON
1986 SUNNY SIDE DR
BRENTWOOD, TN 37027-5404

Edward J. Land, Jr.
Edward J. Land, Jr., Secretary

NRA # 137202242

Expires: 8/31/2016

Not valid for conducting NRA Law Enforcement or NRA Security Officer Training Courses.

Detach card and carry in wallet. This appointment is valid until the date shown. Prior to the expiration date on this card you will be given an opportunity to renew. Be sure to return the renewal application promptly when it comes.

New ID Card Enclosed

8/6/2013 15:12:04

0

Fawn Fenton
(615) 333-7377 • mobile

Fawn Calling Names

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:19



You are **WRONG** about my motives for selling the house and you are **WRONG** about me having evil and selfish intentions to increase or decrease the sale value. As usual, you are being a **dick** when I don't agree with everything you want, and you resort to insulting me and verbally attacking me to try to get your way.

FILED FOR ENTRY _____

Fawn Fenton (mobile) • Jan 30, 12:13 AM

You just called me a dick and accused me of verbally attacking you, in the same sentence.

Jan 30, 2:31 AM

OPERATIONS REPORT

1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643		
				4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25				
8. NATURE OF INCIDENT DOMESTIC-VERBAL - Event #1804060888										
9. LOCATION OF INCIDENT 1986 Sunnyside Drive, Brentwood, TN 37027				LOCATION CODE 01		REPORTING ZONE 1		DISPATCH ZONE/SECTION 1		
				PATROL ZONE/GRID 1			OTHER ZONE/BEAT			
10. VICTIM COMPLAINANT Fenton, Fawn [REDACTED] - 1986 Sunnyside Drive, Brentwood, TN 37027 ACCUSED VEHICLE										
11. ACTION TAKEN On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn [REDACTED] Fenton. Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days. FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNNY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR \$15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS ETC COME, AS SHE SLOWLY MOVED. [Signature]										
12. CLASSIFICATION <input checked="" type="checkbox"/> General Police <input type="checkbox"/> Traffic <input type="checkbox"/> Emergency <input type="checkbox"/> Crime <input type="checkbox"/> Special Activity <input type="checkbox"/> Technical Service			13. HOW RECEIVED <input type="checkbox"/> Phone <input type="checkbox"/> On-View <input type="checkbox"/> Walk-in <input checked="" type="checkbox"/> Radio		14. DISPOSITION <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Complete <input type="checkbox"/> See Inv. Report		16. OFFICER ASSIGNED 2265 - Dep. Warren P. Cagle		17. DATE PRINTED MO DAY 05 / 02 / 2018	
						16. OFFICER SIGNATURE				

FRBP Violated: #3:19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

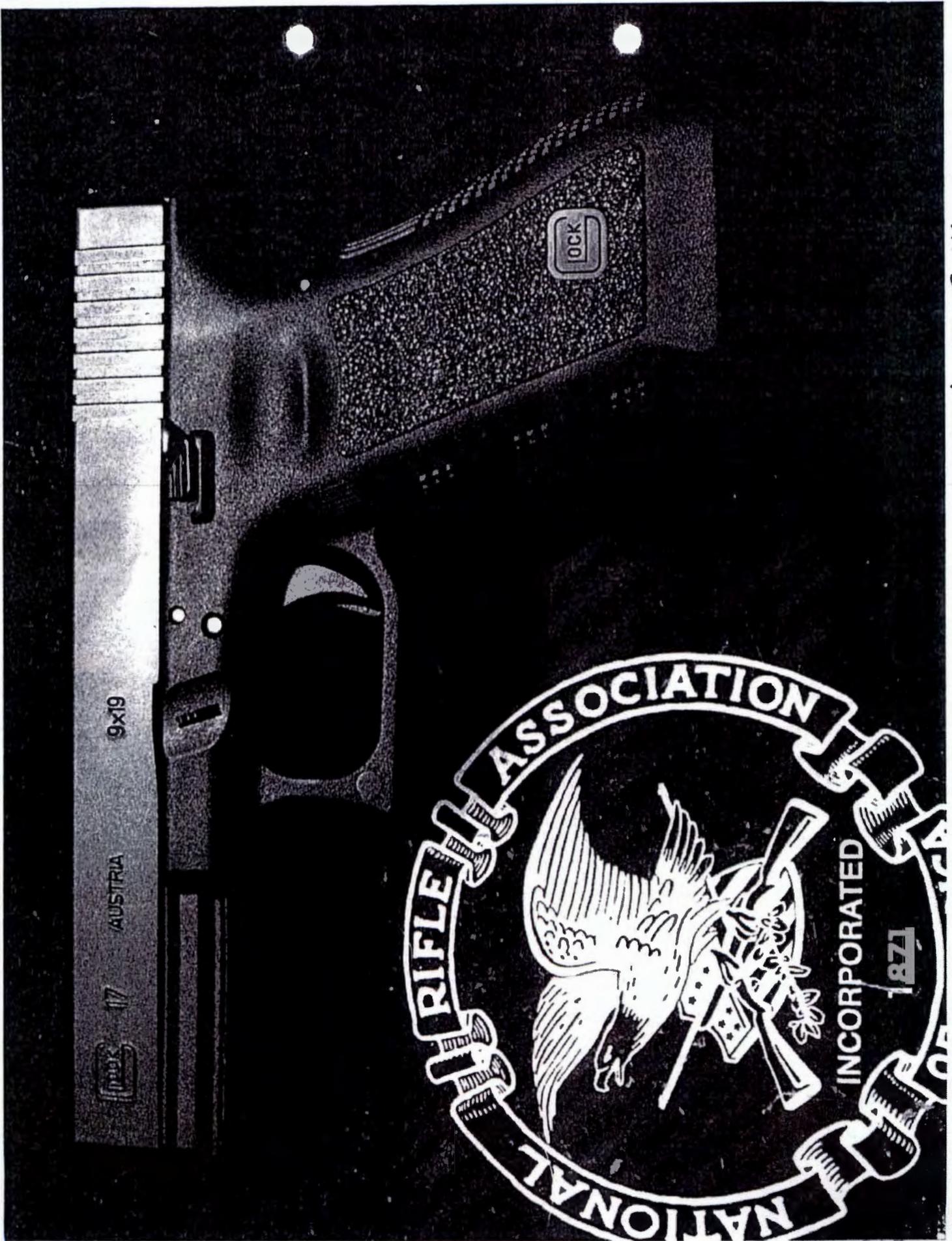
JRF: 002.1322.00

314



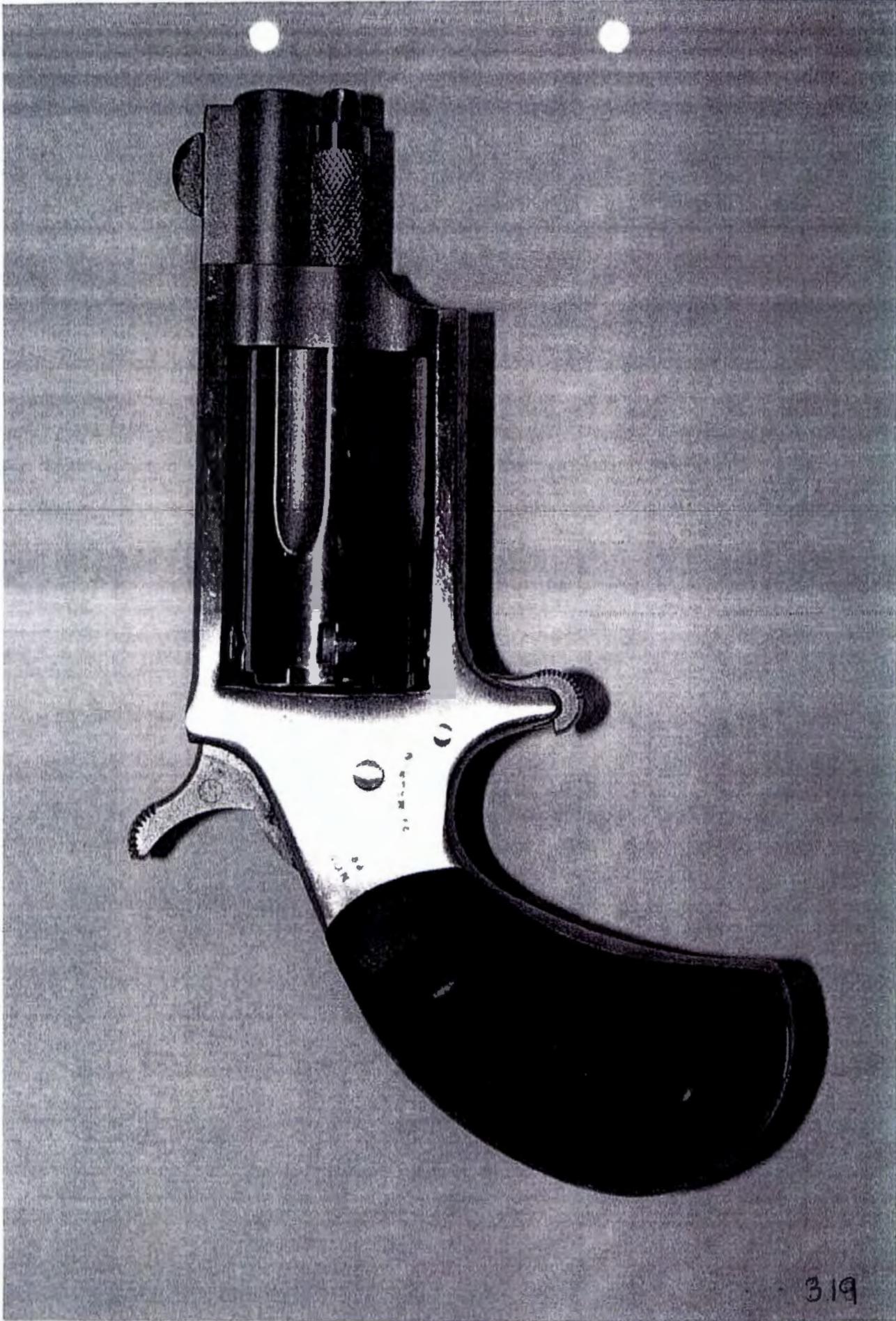
In re: 10.1.22 - Frank Hankins

316



11-15-04

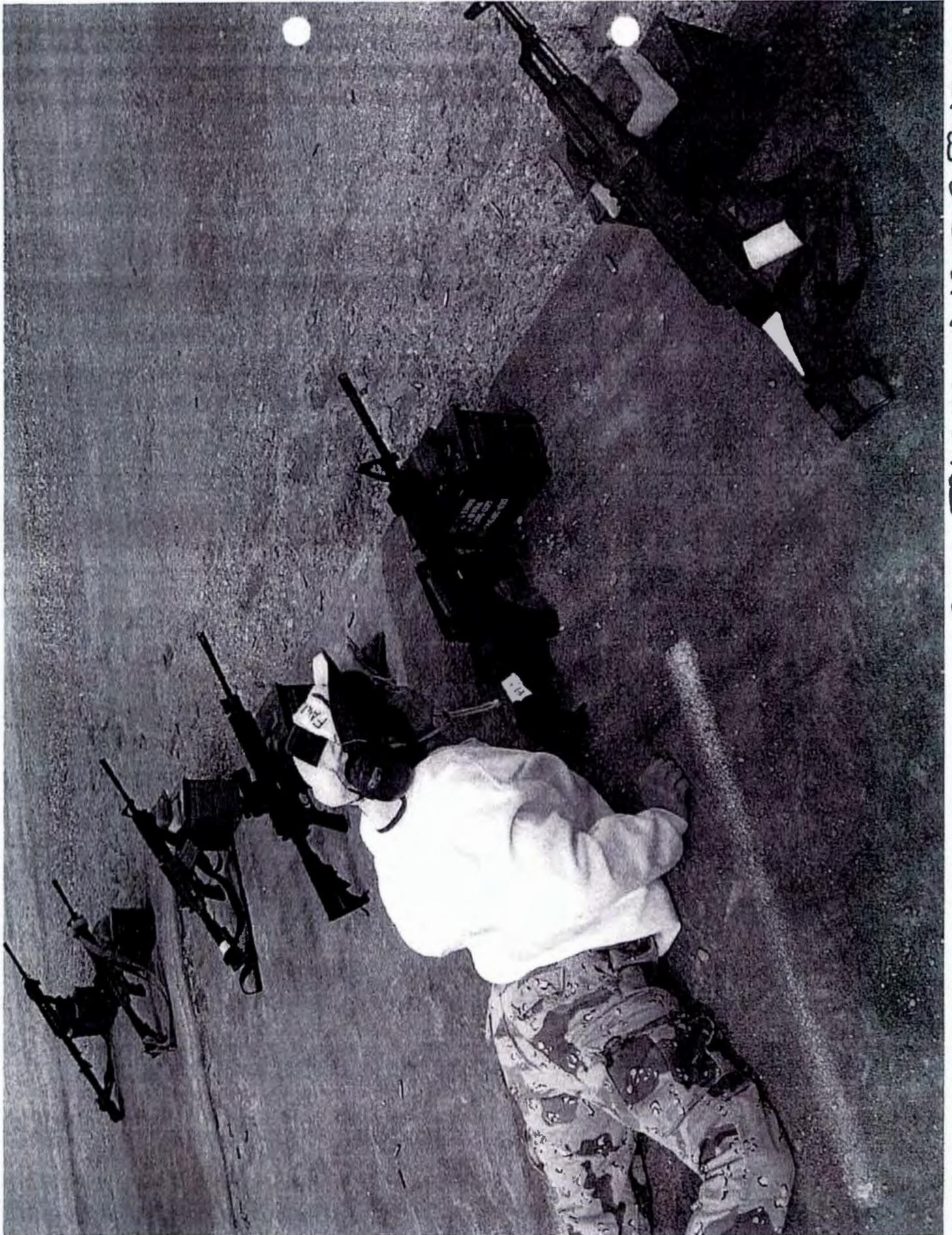




Monson
North American ARMS .22

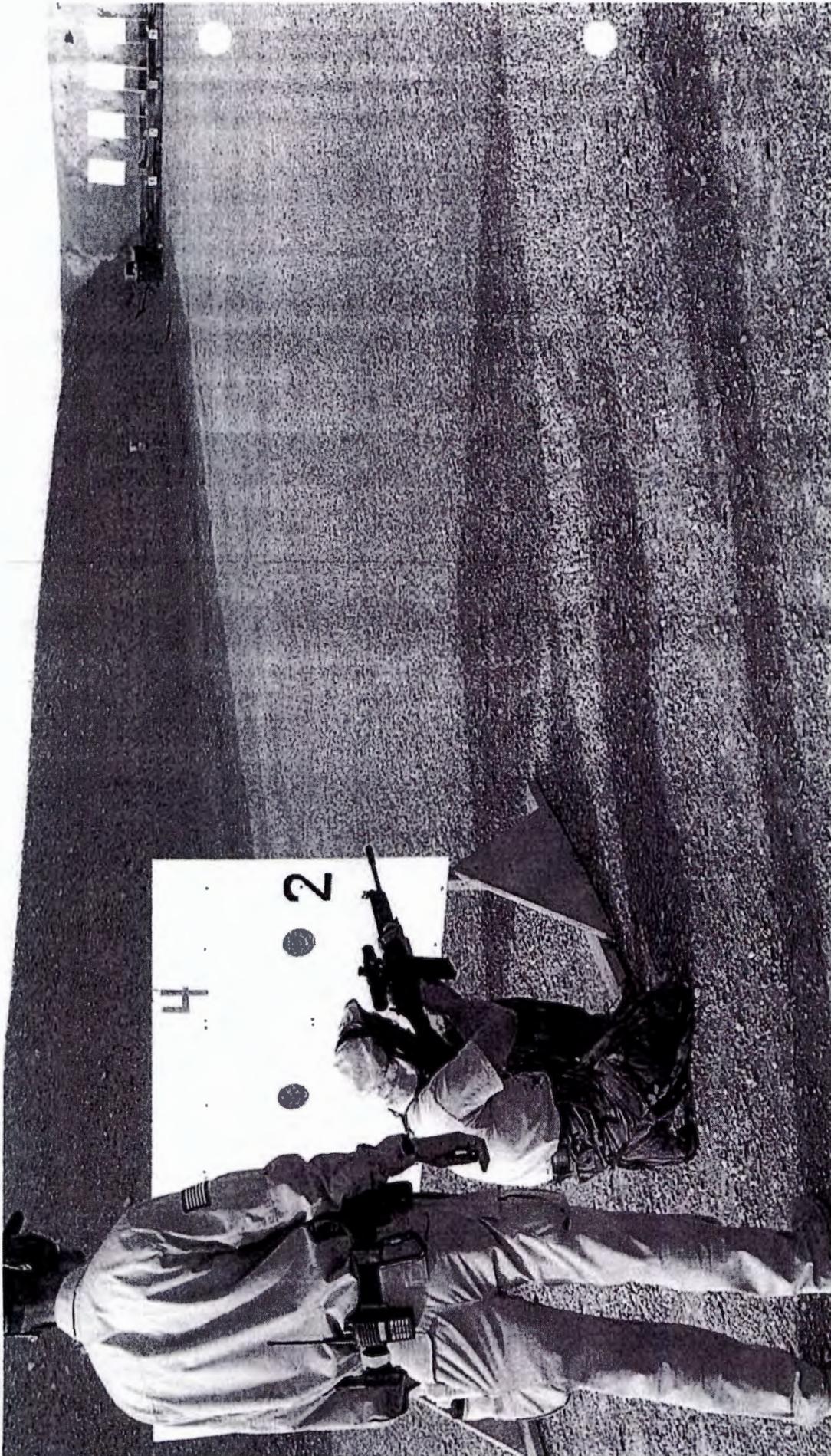
319

320



ALL EVIDENCE TO BE A EVIDENCE

21 321



FRUON TRAINING ON FN-FAL .308 @ FRONT-SIGHT

322



TRAINING ON AR-15
at FRONT SIGHT



Photo Taken from inside of



FAMM & BROTHER MARK at FRONT SIGHT
FAMM with AR-15 with #3K VCOG OPTIC
MARK WITH FN-FAL .308 HE GAVE TO FAMM

(I've dilly taken ONE
FIREARMS CLASSES in my
life - that being for my
TVA (Hondan) Catch Permit

325

326

**Fawn INVITED ME TO APARTMENT
AND GAVE ME DIRECTIONS.**

Fawn Fenton
(615) 333-7377 • mobile

I want to get your drive data done and back yo you before my court response is due. Can I pick it up from you today so i can get the data transferring? Maybe at the hyatt, target, or the entrance to your apartments?

Oct 14, 2018



Oh hello
Sorry I haven't looked at phone in awhile
Ok yes, you can come to my apartment if you want.

Fawn Fenton (mobile) • Oct 14, 2018

Ok, what is the addrsss? I know I recorded with call with brendan, but i didn't write it down, since you didn't want me to have.

Still have it in encrypted conversayions directory. But never wrote it down.

I was just looking for an alternative "MyBook" or something to let uou borrow. But they are slow as fuck, plus i'd need to move data off and reformeat first. So using your drive would be MUCH quicker!

Oct 14, 2018



Ok, you just have to promise not to linger... you can come in for a minute if you want, but then go without arguing. Ok?

Fawn Fenton (mobile) • Oct 14, 2018

Sure. Just let me visit with the kids for a moment, won't sat much to you. Just need to pickup drive, have ready for you in twp days.

I've never seen the place, I,m kida curious. I'm looking around the crawl space and freaking out at needing to fit all that inside a one bedroom apartment.

Oct 14, 2018



Ok. From OHB, turn right at Stone Brook Drive across from Panera/Target... go all the way up hill. Do not turn left on Fox Ridge drive... keep going up past that. The road dead-ends at the entry to the Brentwood Villas condos... turn left right before you go in there, to [REDACTED] apartments.

Fawn Fenton (mobile) • Oct 14, 2018

Hot a feeling will end up tenting a pickup for a week again and take a lot to the dump. Just no space... and i want one bedroom apartment to be comfortable, not clutter fucked.

Oct 14, 2018



I am the very first building closest to the entry driveway, Bldg A. Park anywhere, there's no assigned parking or anything. I am 102, down the first set of stairs closest to the end of the bldg.

327

Fawn Fenton (mobile) - Oct 14, 2018

Ok, in now a good time? Need to brush my teeth. Want me to bring Tweetie?

See, now I don't need to worry about you serving me anymore.

Do you want me to bring Tweetie food and trade pup pup for tweetie until tomorrow morning?

Now I can help drop off & swap.

Up to you.

Oct 14, 2018

No, I don't want to trade puppy.
You can bring tweetie if you want, of course.
Now is fine.



Fawn Fenton (mobile) - Oct 14, 2018

Ok, give me a minute to wrangle her into her diaper. She eats all healthy food now, hasn't had a sunflower seed since you left. She still seems to be balding a but on the top... probable needs mire fruit and veggies... haven't been shopping much lately. Give me a few and I'll head your way. Need anything?

Oct 14, 2018

Did you leave me this little plant?? 🌱🌿🌴🌵🌳

GIVE FAWN GIFT

Fawn Fenton (mobile) • Feb 4 9:50 PM



Sorry I missed you! I was at the grocery store replenishing my junk food

Fawn Fenton (mobile) • Feb 4 9:56 PM

Lo! I wasn't going to knock anyways. But I was a little afraid I had the wrong place... night time, raining, can't see.

So I drove back out your complex to make sure I was at the second entrance, then I looked up your address on my phone, and it said it was right. 🤔

I thought that maybe you were at an AA meeting....

Feb 4, 10:00 PM

I like the fact that the wind doesn't blow much down in that cubby. It is pretty easy to leave stuff without worrying what will happen.

I figured you would be inside and you would find in the morning... I tried to step quiet so not to alert puppy.

Feb 4, 10:02 PM

It says that it's a "money tree". I figured that was what we could use right about now!

Feb 4, 10:03 PM

AA meeting... Hahaha... No, came home from work and fell asleep until about 8:pm, then got up and went to storage to drop off some of the stuff I picked up from you yesterday, then went grocery shopping.



Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4 10:03 PM

I almost got a little bonsai fern... but it didn't have any care instructions, so I was afraid you might kill it. It was pretty too though! So many choices!

Lol@

Feb 4, 10:04 PM

329

GAVE FAWN GIFT

[Redacted]

From: Fawn Fenton <[Redacted]>
Sent: Tuesday, May 21, 2019 1:40 PM
To: Jeff Fenton
Subject: Re: Gift
Attachments: 20190519_151808_resized.jpg

Categories: Yellow category

Yes, I emailed you earlier asking if it was you that left the bunny plant on my doorstep. You didn't see my email I guess. Thank you - it's very cute!

I am not getting rid of the concrete bunny boys... They have lived out there by my front door ever since I brought them here. I just like having something cute to see when I come home every day.

Today is Pooley's 11th birthday!! Yay Super-Pooster!

I actually have been letting Pooley be loose in the living room all the time lately... He never gets locked in his cage. (Even when I'm sleeping or not home... Pooley has been good!) I use one of the white folding gates to contain Pooley in a smaller area when it's Cute-cute's turn to come out and play; but when cute-cute goes back in his cage, Pooley is set free again. 😊

(I experimented awhile with various forms of bunny freedom.... Cute-cute didn't seem to like it. He would pace around and be restless, and would get into mischief and make huge messes by tossing poo-boxes and throwing hay everywhere. Cute-cute just wants his shelf in the big cage.) Surprisingly, Pooley is WAY less messy than Cute-cute!

Cute-cute is a bratty menace, intentionally making messes to get attention!

👉👉👉

Sent from Samsung Galaxy smartphone.

----- Original message -----

From: Jeff Fenton <[Redacted]>
Date: 5/21/19 11:38 (GMT-06:00)
To: Fawn Fenton <[Redacted]> Fawn Fenton <[Redacted]>
Subject: Gift

Hello!

Did you find your little gift outside your front door? Or did you walk right past it? (Or over it?)

I saw the concrete bunny boys out there, which I hope doesn't mean that you are getting rid of them.

Is everything ok?

Hope so.... your gift is eventually perishable....

Please let me know if baby bunny and pooley are ok... and you and Sarah.

Gracias!

move forward and improve myself, when I have nothing in life that I can count on. When I don't know when I'll be legally attached next. When I don't even know how long I'll have a home, before I will be forced into the street.

If I was sitting there with you and another professional which you have some respect for, you would answer reasonable questions like that from them, but for some reason, you absolutely refuse to answer them for me.

No-one in the world will benefit more than you (and me) once I'm vocationally rehabilitated, working full-time in an area of interest and opportunity, and financially independent again! So why won't you offer me the most basic elements of security, like simply INFORMATION, so that I can leave the house and work towards reaching those goals, instead of waiting for years to pass by, expecting me to "do the right thing", while you refuse to provide me with the one simple ingredient necessary, for me to ever do that? Some simple assurance of safety? Some cease fire? Some timeline? Some opportunity to advance, without needing you to provide my basic financial needs?

I hate this whole fucking roller-coaster ride... where you are my opponent, instead of my partner! It was never meant to be this way!

I'm SORRY! I don't know what I could have done differently to prevent this outcome! But I'm so, so sorry that our marriage has ended in the absolute worst way imaginable... with us both broke, with nothing to our names, with no retirement, with us both in bankruptcy.

How could this be worse?

I wish we would have had an asteroid fall on our home and kill us (or at least kill me), the day before I discovered your plans to divorce me.

Jeff Fenton
METICULOUS.TECH
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

Technical Consulting, Services, and Solutions,
When it's worth doing RIGHT the first time!
Submit or respond to a support ticket [here](#).
A Division of Meticulous Marketing LLC

CRYING - upset wishing my life had peacefully ended in my sleep before the upheaval of the past year and a half of losing my whole family, my stability, our plans, my future. This seems perfect normal for anyone for ONE NIGHT! I can't see how this is in any way a threat against Fawn! (Not suicidal or homicidal, just wishing to never experience such betrayal and pain! ... 332

Temporary Order of Protection (Ex Parte Order of Protection)

In the Chancery Court of Williamson County, TN

Case # (the clerk fills this in):
48419 B
 CLERK & MASTER

Petitioner (person needing protection)

(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)
 FAWN ██████████ FENTON

2019 JUN 20 AM 8:41

first middle RECEIVED BY JUDGES' CHAMBERS FILED FOR ENTRY

Check if Applicable:

Date: **6-20-19**

Petitioner is under 18 and the Petition was filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602 by child's parent or legal guardian or a caseworker.

The Petition was made by a law enforcement officer pursuant to TCA §36-3-619 and Petitioner consented to the filing of this Petition by the law enforcement officer.

Petitioner's children under 18 protected by this Order: N/A

Name	Age	Relationship to Respondent	Name	Age	Relationship to Respondent
1. _____			3. _____		
2. _____			4. _____		

Respondent's Information (person you want to be protected from)
JEFFREY RYAN FENTON 10/08/1969
 first middle last date of birth

1986 SUNNY SIDE DR BRENTWOOD TN 37027
 street address city state zip

Respondent's Employer: **UNEMPLOYED**
 Employer's name Employer's phone #

Describe Respondent:

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other			
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Black <input checked="" type="checkbox"/> Grey <input type="checkbox"/> Blond <input type="checkbox"/> Bald <input type="checkbox"/> Brown <input type="checkbox"/> Other: _____	<input type="checkbox"/> Brown <input type="checkbox"/> Hazel <input checked="" type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Grey <input type="checkbox"/> Other: _____	Height	5'9"	Weight	240 LBS
				Social Sec. #	(Provided to Clerk's office if known) Do not list it here. XXXXXXXXXXXXXXXXXXXXXXX		
				Scars/Special Features			
				Phone Number	615-837-1301		

Petitioner's relationship to the Respondent (Check all that apply):

We are married or used to be married. We live together or used to live together.
 We have a child together. We are dating, used to date, or have had sex.
 We are relatives, related by adoption, or are/were in-laws. (Specify): _____
 We are the children of a person whose relationship is described above (Specify): _____
 The Respondent has stalked me. The Respondent has sexually assaulted me.
 Other: Harassment via text messages, emails, phone voicemail

This is a court order

Temporary Order of Protection (ORDER OF THE COURT)

page 1 of 3

01/01/17
 Form #OP2017-2

333 *

The Court having reviewed the Petition for Temporary Order of Protection and finding, pursuant to TCA §36-3-605(a), that Petitioner is under an immediate and present danger of abuse from the Respondent and good cause appearing, the court issues the following:

Warning!

Weapon involved

Has or owns a weapon



Orders to the Respondent:

- Do not abuse, threaten to abuse, hurt or try to hurt, or frighten Petitioner and/or Petitioner's minor children under 18.
- Do not put Petitioner and/or Petitioner's minor children under 18 in fear of being hurt or in fear of not being able to leave or get away.
- Do not stalk or threaten to stalk Petitioner and/or Petitioner's minor children under 18.
- Do not come about the Petitioner and/or Petitioner's minor children protected by this order (including coming by or to a shared residence) for any purpose.
- Do not contact the Petitioner and/or Petitioner's minor children protected by this order either directly or indirectly, by phone, email, messages, mail or any other type of communication or contact.
- If the parties share(d) a residence, Respondent must immediately and temporarily vacate the residence shared with the Petitioner, pending a hearing on the matter.
- If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List process as approved by local law enforcement personnel)

Fawn has far scarier guns than me, is certainly armed for her defense, and can not shoot me lol any day of the week. I have NEVER been arrested, haven't had a traffic ticket in 25 years, NEVER Physically threatened anyone, no misuse of firearms ever, This is horribly unfair - without ever even meeting or questioning me!

- You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- Other orders: *Everyone cites as very common tactic in divorce for female. I believe is unreasonable for Fawn + her story!*

Go to court on (date): 10/27/19 at 9:00 a.m. p.m.

at (location): _____

You must obey these orders until the date of the hearing or until changes are made by the court. If you do not agree with these orders, go to the court hearing and tell the court why. If you do not go, the court can make orders against you. You have the right to bring your own lawyer. If you do not obey all orders on this form, you may be fined and sent to jail.

Only the court can change this Order. Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner tries to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be sent to jail for up to 10 days and fined up to \$50 for each violation

(TCA § 36-3-610)

Date: 10/20/19 Time: 3:15 a.m. p.m.

Michael W. Binkley
Judicial officer's signature

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

Warnings to Respondent:

A copy of this Order will be sent to all law enforcement agencies where Petitioner resides AND any court in which the respondent and petitioner are parties to an



This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

page 2 of 3

01/01/17
Form #OP2017-2

334

8/28

LAW OFFICES OF CHARLES M. DUKE, PLLC

2019 AUG 29 AM 9:23

Tax I.D. Number 82-1988828

1200 Villa Place; Suite 201

FILED FOR ENTRY _____

Nashville, Tennessee 37212

Phone:615-541-1842 | Fax: 615-647-0672

Account Statement

Prepared for Jeff Fenton

Re: FENT-1162: Fawn [REDACTED] Fenton v. Jeff Fenton

Previous Balance	\$1,275.00
Current Charges	\$7,325.00
New Balance	\$8,600.00
Adjustments	\$0.00
Payments	(\$1,000.00)
Now Due	\$8,600.00
Trust Account	\$0.00

CHANCELLOR MICHAEL W. FINLEY
Williamson County Chancery Court

EXHIBIT - L

RE: Fenton v Fenton

Case# 48419B

337

LAW OFFICES OF CHARLES M. DUKE, PLLC

Tax I. D. Number 82-1988828
 1200 Villa Place; Suite 201
 Nashville, Tennessee 37212
 Phone: 615-541-1842 | Fax: 615-647-0672

INVOICE

Jeff Fenton
 1986 Sunnyside Drive
 Brentwood, Tennessee 37027

Invoice Date: August 28, 2019
 Invoice Number: 10090
 Invoice Amount: \$7,325.00

Matter: FENT-1162: Fawn [REDACTED] Fenton v. Jeff Fenton

Attorney's Fees

Date	Description	Unit	Rate	Amount
8/1/2019	Preparation for and participation in hearing on plaintiff's Order of Protection and plaintiff's Motion to Sell Marital Residence, including pre-hearing review of file to prepare, pre-hearing meeting with Jeff and Mitchell to prepare, appearance in Court and answering of docket, multiple meetings with Virginia Story, Jeff and Mitchell Re. Possible agreements and resolution, Order of Protection resolved, motion not, hearing on Motion to Sell through Chancellor Binkley's ruling, post-hearing meeting with Jeff and Mitchell Re. Ruling and outcome, et al	M.D.	5.80	\$1,450.00
8/1/2019	Receipt & Review EM from Jeff Re. Questions concerning date to file Answer, et al	M.D.	.10	\$25.00
8/2/2019	Conference with Rachel & Mitchell Re. EM from Jeff regarding contacting Judge Binkley and the media, response to same, et al	M.D.	.20	\$50.00
8/2/2019	EM Exchanges with Jeff & Mitchell Re. Jeff's threatening to write to Judge Binkley, et al	M.D.	.30	\$75.00
8/2/2019	Receipt & Review EM Exchanges between Rachel & Jeff Re. Invoices and payment of same	M.D.	.20	\$50.00
8/2/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Contacting Court, advising not to, confirming PC, et al	M.D.	.90	\$225.00
8/2/2019	Receipt & Review EM from Jeff Re. Foreclosure, et al	M.D.	.10	\$25.00
8/2/2019	Receipt & Review EM from Heidi Re. Forwarding	M.D.	.10	\$25.00

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8/2/2019	draft Order from hearing Receipt & Review EM from Virginia Re. Forwarding list of personal property that Fawn Fenton would like for home, et al	M.D.	.10	\$25.00
8/2/2019	Receipt & Review EM from Jeff Re. Responding regarding invoices received and payment of same, notice to tenants to move out, et al	M.D.	.80	\$200.00
8/2/2019	Receipt & Review EM from Jeff Re. Audio recording of hearing	M.D.	.10	\$25.00
8/2/2019	Receipt & Review EM from Jeff Re. Explaining his Facebook post	M.D.	.10	\$25.00
8/5/2019	Receipt & Review draft Ex Parte Order to Sell Real Property, et al	M.D.	.20	\$50.00
8/5/2019	Receipt & Review Jeff's threatening Facebook Post from 8-3-19	M.D.	.10	\$25.00
8/5/2019	EM Exchanges with Jeff Re. Discussion of his FB post and his mother's request to take it down, et al	M.D.	.50	\$125.00
8/5/2019	EM Exchanges with Jeff Re. Reporting of PC with Trinity Claud, advising there is no definite date to file an Answer, et al	M.D.	.50	\$125.00
8/5/2019	EM Exchanges with Jeff Re. Forwarding list of personal property requested by Fawn Fenton, questions concerning setting walk-through, et al	M.D.	.20	\$50.00
8/5/2019	Receipt & Review EM from Jeff Re. Does not want to sign anything related to sale of residence	M.D.	.10	\$25.00
8/5/2019	EM Exchanges with Jeff Re. Forwarding Ex Parte Order of Protection and my EM to Story authorizing signing and filing, et al	M.D.	.20	\$50.00
8/5/2019	Receipt & Review EM from Jeff Re. Advising his tenants will not be away from the home until end of August, advising he will not allow anyone on property without him being present, threatening adverse action against anyone who does not honor this, et al	M.D.	.20	\$50.00
8/5/2019	EM Exchanges with Virginia & Heidi Re. Approving draft Ex Parte Order of Protection for filing, et al	M.D.	.10	\$25.00
8/5/2019	EM Exchanges with Virginia & Heidi Re. Forwarding Jeff's Facebook posts from 8-3, advising of review of same, advising of PC with Claud regarding status of firearms and inaccessibility by Jeff, et al	M.D.	.20	\$50.00
8/6/2019	EM Exchanges with Heidi Re. Ex Parte Order of Protection filed with Court	M.D.	.10	\$25.00
8/6/2019	EM to Jeff Re. Forwarding Ex Parte Order of Protection filed with the Court	M.D.	.10	\$25.00
8/6/2019	Receipt & Review Ex Parte Order of Protection filed with the Court	M.D.	.10	\$25.00
8/6/2019	Receipt & Review EM from Susan Murillo, Court Reporter Re. Forwarding invoice for 1/2 of per diem for 8-1-19 hearing	M.D.	.10	\$25.00

8/6/2019	Receipt & Review invoice from Murillo for 1/2 of per diem for hearing of 8-1-19	M.D.	.10	\$25.00
8/6/2019	EM to Jeff Re. Forwarding EM from Murillo and court reporting invoice for payment	M.D.	.10	\$25.00
8/6/2019	Review of file and draft of Motion to Withdraw	M.D.	.80	\$200.00
8/6/2019	LT Elaine Beeler, Clerk & Master Re. Forwarding Motion to Withdraw for filing, et al	M.D.	.40	\$100.00
8/6/2019	Receipt & Review EM from Heidi Re. Forwarding Order Extending Ex Parte Order of Protection field with the Court per the Clerk's request	M.D.	.10	\$25.00
8/6/2019	Receipt & Review Order Extending Ex Parte Order of Protection and setting hearing on same for 8-29-19	M.D.	.10	\$25.00
8/6/2019	EM Exchanges with Jeff Re. Forwarding Motion to Withdraw, questions concerning contact with Story pending hearing on motion, et al	M.D.	.30	\$75.00
8/6/2019	EM Exchanges with Jeff Re. Court reporting invoice, fax filing fees to Clerk and payment of same, et al	M.D.	.30	\$75.00
8/6/2019	EM Exchanges with Jeff Re. Resetting of hearing on OOP, reasons for same, et al	M.D.	.30	\$75.00
8/6/2019	EM Exchanges with Virginia Re. Motion to Withdraw, hearing date for same, Motion to Waive Mediation, et al	M.D.	.20	\$50.00
8/6/2019	Receipt & review EM Exchanges between Rachel & Jeff Re. Payment of retainer and amounts left owed, Motion to Withdraw, et al	M.D.	.90	\$225.00
8/12/2019	EM Exchanges with Jeff Re. Forwarding proposed Listing Contract, responding to same, et al	M.D.	.80	\$200.00
8/12/2019	EM Exchanges with Jeff Re. Forwarding EM from Story regarding walk through, discussion of same, et al	M.D.	.20	\$50.00
8/12/2019	Receipt & Review EM from Jeff Re. Responding regarding possibility of the Clauds monitoring walk through, his terms for same, et al	M.D.	.10	\$25.00
8/12/2019	Receipt & Review EM from Jeff Re. Legal Abuse, Chance at Fair Trial, et al	M.D.	.30	\$75.00
8/12/2019	Receipt & Review EM from Jeff Re. Walk through protocol proposal	M.D.	.20	\$50.00
8/12/2019	EM Exchanges with Virginia Re. Proposed Listing Agreement, advising I have passed same on to Fenton to review, et al	M.D.	.20	\$50.00
8/13/2019	Receipt & Review EMs from Virginia Re. Forwarding proposed Listing Contract, requesting response regarding walk-through, et al	M.D.	.20	\$50.00
8/13/2019	Receipt & Review EM from Jeff Re. Responding regarding requested walk-through, his proposal for procedure for same, et al (copied to Virginia Story)	M.D.	.30	\$75.00
8/13/2019	Receipt & Review Order Extending Ex Parte Order of Protection entered by Judge Binkley	M.D.	.10	\$25.00
8/13/2019	Receipt & Review EM from Jeff Re. CRS Map	M.D.	.10	\$25.00

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8/13/2019	Receipt & Review EM form Amy Hardy in the Clerk's office Re. Forwarding Order Extending Ex Parte Order of Protection entered by Judge Binkley	M.D.	.10	\$25.00
8/14/2019	Receipt & Review EM Exchanges between Heidi & Amy Re. Advising Judge Binkley has not entered the Agreed Order to Sell	M.D.	.10	\$25.00
8/14/2019	Receipt & Review EM from Jeff Re. Bobcats & Coyotes	M.D.	.10	\$25.00
8/14/2019	EM Exchanges with Virginia Re. Proposed dates for walk-through, receipt of EMs from Fenton, attempting to schedule walk-through for today, et al	M.D.	.70	\$175.00
8/14/2019	EM to Jeff Re. Forwarding EM Exchanges with Virginia regarding his contact with her and request to have walk-through today, et al	M.D.	.20	\$50.00
8/14/2019	PC with Virginia Re. Discussion of efforts to contact Fenton regarding walk-through, et al	M.D.	.10	\$25.00
8/14/2019	Receipt & Review Ex Parte Order of Protection Extended Pending Final Hearing & Order Granting Motion to Sell Marital Residence entered by Judge Binkley	M.D.	.10	\$25.00
8/14/2019	Receipt & Review EM from Amy Hardy Re. Forwarding Ex Parte Order Extending Order of Protection entered by Judge Binkley	M.D.	.10	\$25.00
8/15/2019	Receipt & Review EM from Jeff Re. Responding regarding efforts to set walk-through, et al	M.D.	.80	\$200.00
8/15/2019	EM Exchanges with Jeff Re. Possibility of resetting walk-through for later today, et al	M.D.	.40	\$100.00
8/15/2019	EM Exchanges with Virginia Re. No contact from Fenton regarding 8-14 walk-through, following up on VM regarding setting today, et al	M.D.	.20	\$50.00
8/15/2019	Receipt & Review Certification of Compliance with TRCP 5.02 filed by Story	M.D.	.10	\$25.00
8/15/2019	Receipt & Review EM from Jeff and photo of check sent to pay court reporting invoice	M.D.	.10	\$25.00
8/15/2019	Receipt & Review Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk-Through	M.D.	.20	\$50.00
8/15/2019	Receipt & Review EM from Heidi Re. Forwarding copy of Wife's Motion for Violation and Certification of Compliance filed with the Court	M.D.	.10	\$25.00
8/15/2019	EM Exchanges with Jeff Re. Status of re-setting walk-through	M.D.	.10	\$25.00
8/20/2019	Receipt & Review EM from Jeff Re. Confirming he has paid fax filing fees with the Clerk	M.D.	.10	\$25.00
8/20/2019	EM Exchanges with Virginia, Mitchell & Tommy Anderson Re. Further discussion of setting walk-through, setting same for 8-20-19 at 3:00, et al	M.D.	.70	\$175.00
8/20/2019	Receipt & Review EM from Jeff Re. Confirming he will be away from the home for the 8-20-19 walk-through, discussion of TV requested by Fawn to be returned, et al	M.D.	.20	\$50.00

8/20/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Setting PC to discuss several pending matters, re-sending copy of Order to Sell, et al	M.D.	.20	\$50.00
8/20/2019	Receipt & Review EM from Jeff Re. Motion to Quash OP	M.D.	.10	\$25.00
8/20/2019	Receipt & Review EMs from Jeff Re. Walk-through, responding regarding Motion for Violation of OP, et al	M.D.	.30	\$75.00
8/20/2019	EM Exchanges with Jeff Re. Agreeing to set walk-through for 8-20-19	M.D.	.10	\$25.00
8/20/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Motion for Default in BCS matter, et al	M.D.	.40	\$100.00
8/20/2019	Receipt & Review EMs from Jeff Re. Discussion of request to set walk-through on 8-20-19, threatening to sue, et al	M.D.	.70	\$175.00
8/20/2019	Receipt & Review EM Exchanges between Anderson & Story Re. Advising who from Story's office is attending walk-through	M.D.	.10	\$25.00
8/20/2019	Preparation for and appearance at Fenton residence for walk-through with Ms. Fenton, Katie Yarbrough and Tommy Anderson (includes travel)	M.D.	2.20	No Charge
8/20/2019	Receipt & review EM from Mitchell to Jeff Re. Advising walk-through is complete	M.D.	.10	\$25.00
8/21/2019	EM Exchanges with Tommy & Virginia Re. Signing Listing Agreement	M.D.	.20	\$50.00
8/21/2019	EM Exchanges with Jeff Re. Reporting on outcome of walk-through, forwarding Listing Agreement to review and sign, sale of TV, et al	M.D.	.30	\$75.00
8/21/2019	Receipt & Review proposed Listing Agreement for 1986 Sunny Side	M.D.	.20	\$50.00
8/22/2019	EM Exchanges with Virginia & Tommy Re. Walk-through, proposed Listing Agreement, et al	M.D.	.40	\$100.00
8/22/2019	EM Exchanges with Virginia & Tommy Re. Advising Fawn Fenton has signed Listing Agreement, et al	M.D.	.10	\$25.00
8/22/2019	Receipt & Review EM from Heidi Re. Forwarding copy of Listing Agreement signed by Fawn Fenton	M.D.	.10	\$25.00
8/22/2019	Receipt & Review Listing Agreement signed by Fawn Fenton	M.D.	.10	\$25.00
8/23/2019	Receipt & Review EM Exchanges between Susan Murillo & Jeff Fenton Re. Transcript from hearing on 8-1-19, et al	M.D.	.30	\$75.00
8/23/2019	EM Exchanges with Jeff Re. Requesting he review Listing Agreement, advising Ms. Fenton has signed, et al	M.D.	.50	\$125.00
8/23/2019	Receipt & Review EM from Jeff Re. Default on \$100,000.00 of debt	M.D.	.10	\$25.00
8/23/2019	Receipt & Review EM from Jeff Re. Advising the Clerk does not have an audio recording of the hearing of 8-1-19	M.D.	.10	\$25.00
8/23/2019	Receipt & Review EM Exchanges between Murillo	M.D.	.30	\$75.00