UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN

FILED - LN
September 25, 2024 11:11 AM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: piw / SCANNED BY: / /

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-CV-01097

NOTICE, DECLARATION, AND MOTION REGARDING THE NAMING AND ADDRESS OF DEFENDANT BANK OF AMERICA IN THIS LAWSUIT[1]

Plaintiff brings this testimony and motion pursuant to 28 U.S. Code § 1746, Fed. R. Civ. 15[2](a[3])(2[4]), Fed. R. Civ. 15(c[5]).

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. I am the plaintiff in this federal lawsuit (Case No. 1:23-CV-01097).
2. I am a citizen of the United States of America, born in Washington State.
3. I am domiciled in Genesee County, Michigan.
4. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
5. My phone number is (615) 837-1300. My email address is contact@jefffenton.com.
6. Ms. Fawn Fenton (hereinafter "Ms. Fenton", "wife", or "ex-wife") and I were together for fifteen years, thirteen during which we were married.

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[1] Citations to the court record in this lawsuit will be notated without the case name or number, using the starting ECF Number, followed by both the beginning and ending Page ID, which is abbreviated as "PID."

[2] https://www.law.cornell.edu/rules/frcp/rule_15

[3] Amendments Before Trial

[4] Other Amendments

[5] Relation Back of Amendments

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PRO SE LITIGANT – MERITS RULE OVER TECHNICALITIES

7. I am acting in a *pro se*[6] capacity in this lawsuit by necessity and entitled to a liberal reading and less stringent standards since my filings have been prepared without assistance of counsel. See *Haines v. Kerner,* 404 U.S. 519, 92 S. Ct. 594 (1972).

PARTY: BANK OF AMERICA

8. In my original complaint[7] filed in case 1:23-cv-01097 in the United States District Court for the Western District of Michigan on 10/13/2023, I correctly named Bank of America as a defendant in my complaint.

9. Shown in ECF 1, PID.3[8], the complaint states, "Bank Of America, N.A. is a financial institution located at 4909 Savarese Circle, Tampa FL 33634 (hereinafter "BOA")."

10. This naming syntax was 100% correct to the best of my knowledge, and never should have been changed. For the record, it was never intentionally changed either.

11. Consequently, every mention of "Bank of America" in my AMENDED COMPLAINT FOR TORTIOUS CONDUCT AND INJUNCTIVE RELIEF (hereinafter "FAC"), filed in Lansing on 8/21/2024, in ECF 66, PID.4870-5007 was written with the *intent* of referring to this exact same business entity, "Bank Of America, N.A. is a financial institution located at 4909 Savarese Circle, Tampa FL 33634 (hereinafter "BOA")."

12. Unfortunately, while verifying and vetting entity names throughout the defendants in this lawsuit, registered service agents, and addresses, immediately prior to filing my FAC, I accidentally changed the entity type/name of Bank of America's interest from "Bank Of America,

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6 ECF 1-35, PID.1960

7 See attached exhibit 'A'.

8 See attached exhibit 'A-2'.

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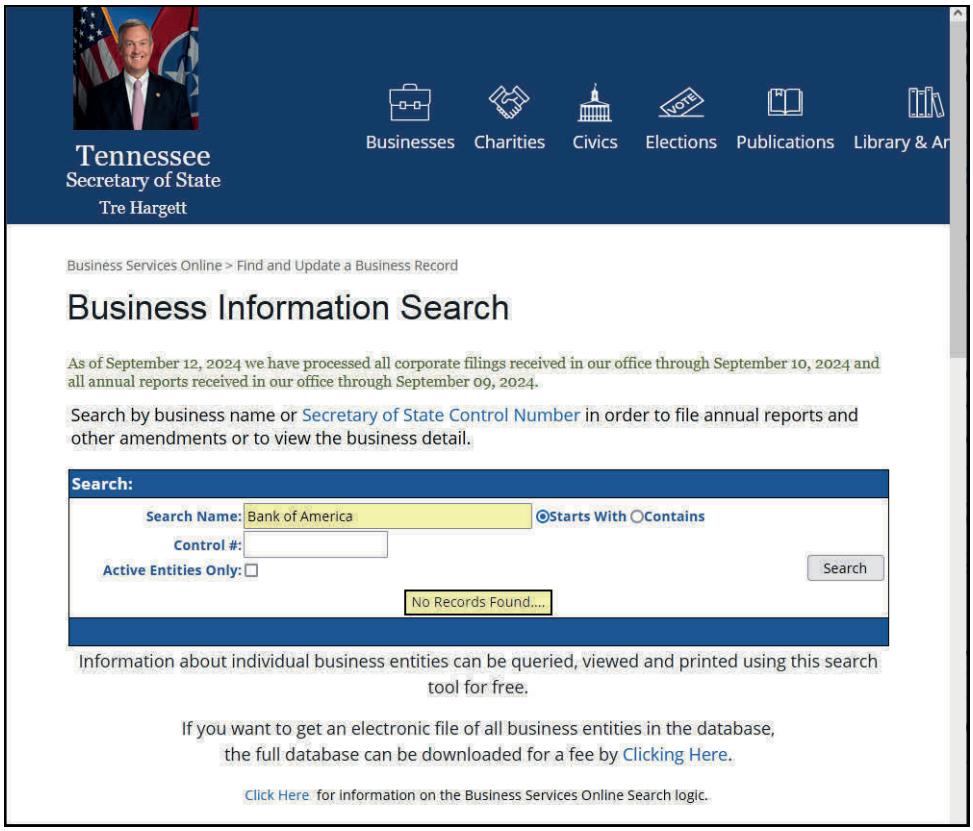
https://rico.jefffenton.com/evidence/2024-09-17_bank-of-america-name-and-address-correction.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

N.A.[9]" to "Bank of America Corporation[10]", while still using the same address of 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")."

13. As shown on Page 5 of my FAC[11], in ECF 66, PID.4874, it states, "Bank of America Corporation is a financial institution located at 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")."

14. To be honest, I didn't even notice this clerical error when I made it.

15. I was working using the "Business Information Search[12]" on the Tennessee Secretary of State's website, verifying the business names, addresses, and service preferences for each of the Tennessee firms party to my lawsuit.



[9] ECF 1, PID.3

[10] ECF 66, PID.4874 | See attached exhibit 'B'.

[11] See attached exhibit 'B-2'.

[12] https://tnbear.tn.gov/Ecommerce/FilingSearch.aspx

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16. The only memory I have related to searching for "Bank of America" during this time, was that there were "No Records Found". Which honestly wasn't even a concern for me, because BOA is such a massive institution. I was aware of needing to verify any name and address changes by the smaller entities, but I honestly wasn't aware of any differentiation between "corporation" or "N.A.". In my mind, "Bank of America" was "Bank of America", though I did have some confusion over which address to use for service.

17. At one point in my research, I came to believe that 100 North Tyron Street, Charlotte, NC 28202 was the best address to serve BOA at, as is evident by looking at my Proposed Summons[13] filed on 1/19/2024 in ECF 16-1, PID 2303, which is also the address I had pre-printed on my summons when I took it into the court to get it signed by the clerk on August 19, 2024, at which point the clerk crossed out the word "Corporation" and wrote above it in ink pen "N.A.". (The difference was completely lost on me at that time. Again, in my mind, "Bank of America" was "Bank of America", I thought that was plenty of specificity for naming the entity in my lawsuit.)

18. Regarding which address to send service to, I ultimately decided to stick with the same address for Bank of America, which I believe is responsible for my injuries[14], that being "4909 Savarese Circle, Tampa, FL 33634-2413". (I was performing ZIP+4 lookups at the same time, using the USPS's website[15], trying to ensure that I had the most accurate addresses for serving the lawsuit via USPS Certified Restricted Delivery.)

19. I failed to realize that there was a problem with how I had *named* "Bank of America"

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[13] See attached exhibit 'C'.

[14] As listed in my ex-wife's bankruptcy case: Case 3:19-bk-02693, Doc 8, Filed 04/26/19 and on Doc 13, Filed 05/01/19.

[15] https://tools.usps.com/zip-code-lookup.htm?byaddress

Initials: 

in my lawsuit, until I saw a note in PACER dated 8/21/2024 by the Court Clerk (pjw), which states: "08/21/2024 SUMMONS NOT ISSUED as to defendant Bank of America Corporation (none provided) (pjw) (Entered: 08/26/2024)"

20. As far as I was concerned, there hadn't been any changes to the defendant Bank of America, except that I debated which address I should serve them at, while having listed the same *correct* address on both my original complaint as well as on my FAC.

21. Additionally, I had a summons with Bank of America's name on it, which I was planning to use for service[16], but after seeing this note in PACER I called the court clerk to inquire about the discrepancy.

22. At that point, the clerk of the court brought to my attention that I had mixed-up how I was *naming* Bank of America as both "Bank of America, N.A." and "Bank of America Corporation", while the clerk stressed that they are not one in the same.

23. I pointed out to the clerk that I had used the same business address on both complaints, that being, "4909 Savarese Circle, Tampa FL 33634", even though I did accidentally use a different address on the summons, (100 North Tyron Street, Charlotte, NC 28202). To which the clerk said that it is more important to have the company's *name* correct on the complaint than their *address*.

24. I inquired about how to fix this minor clerical error, and the clerk recommended that I file an Amended Complaint; but then upon realizing that I had already filed my FAC, the clerk informed me that since this would be my *second* amended complaint, that I would need to request leave of the court first.

[16] See attached exhibit 'E'.

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https://rico.jefffenton.com/evidence/2024-09-17_bank-of-america-name-and-address-correction.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

25. Additionally there is the concern that I just served all the defendants in this lawsuit, and went to an exhaustive amount of work and expense in doing so, and I can't afford to reprint roughly thirty complaints to reserve them all, while there is no material change needed in the complaint as it stands, I simply *misnamed* Bank of America as "Bank of America Corporation" rather than as "Bank of America, N.A.", without ever noticing my mistake. In my mind, it has always been the same entity, Bank of America, without knowing or understanding the different entity types or significance, whether those are state, federal, or globally registered names/brands/entities. While I'm not even sure where I might find such precise information regarding their business licensing, industry or division specific entity type, along with their registered agent and preferred service address.

26. That is why I reverted back to using the service address which I originally had for Bank of America, related to the injuries caused me by the company, that being the 4909 Savarese Circle, Tampa FL 33634-2413.

27. Unfortunately, I didn't realize that I had accidentally *misnamed* "Bank of America, N.A." as "Bank of America Corporation", during this process.

N.A. IS A TYPE OF CORPORATION

28. After this mistake was brought to my attention, I went on a quest to learn the differences between "N.A." and "corporations" (while also trying to figure out *how* to *fix* this with the court), during which I discovered several related questions asked on Internet forums, which had answers provided by attorneys. I'll use the example below, since the conclusions were the same, to explain what I learned.

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29. Online Question[17]: "Is a national association bank a corporation? My understanding is that a "national association" bank is not registered in any state corporate records, but rather with the U.S. Office of the Comptroller of the Currency. So my conclusion is that an "N.A." bank is NOT a corporation, but rather a special unique type of registered business entity. Is that correct?"

30. Online Answer 1[18]: "No that conclusion is incorrect. They are chartered under the federal government rather than pursuant to local or state law. The term NA means National Association but they are still corporations."

31. Online Answer 2[19]: "They are chartered and registered with the US office of Comptroller however they are corporations none the less."

32. My Online Conclusion: Since "N.A." is a *type* of corporation, I may not even need to change this for the court. "N.A." apparently describes the *type* of corporation (generic term) which Bank of America is, while I did not specify the corporation *type*. This may not be an incorrect term to use in reference to Bank of America, it is simply less specific than by using "N.A.". On the other hand, since I used this in the context of *naming* the company in my lawsuit, not *describing* the company, I may have very well *misnamed* the company and if nothing else, it obviously causes confusion.

33. Regardless of semantics, since the court clerk thought this needs to be corrected, while I have devoted a fair amount of time and research to the matter (in an effort to learn *how* I might *fix* this), I'm going to go ahead and correct this for the court record to the best of my ability and understanding.

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[17] https://www.avvo.com/legal-answers/is-a-national-association-bank-a-corporation--1431720.html

[18] Richard J. Chertock, Real Estate Attorney in Merrick, NY, Licensed for 37 years

[19] Ernest DuBose, Criminal Defense Attorney in Brooklyn, NY

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BANK OF AMERICA'S ROLE IN THE CAUSE OF ACTION FOR THIS LAWSUIT

34. Bank of America was the lender who held our first mortgage[20] in my ex-wife's name (Fawn Fenton) to our equally invested in[21], purchased[22], and owned Brentwood, Williamson County[23] marital residence, deeded[24] to us both as "tenancy by the entirety[25]" of 1986 Sunnyside Drive, Brentwood, TN, 37027.

35. According to our 2017[26] & 2018[27] 1098 Mortgage Interest Statement from Bank of America, it shows the lender's name, street address, city, state, zip code, and federal identification number as follows:

> BANK OF AMERICA, N.A.
> CUSTOMER SERVICE
> PO BOX 31785
> TAMPA, FL 33631-3785
> 800-669-6607
> FIN: 94-1687665

36. The Bank of America account number that this applies to, as listed on our 1098 was 231099135, while the address of our property securing the mortgage was: 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027-5404.

37. Bank of America is being sued for their involvement in my ex-wife's bankruptcy[28] and as our mortgage holder prior, as related to my wrongful eviction from and the fraudulent sale

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[20] See attached exhibit 'F'.

[21] ECF 42, PID.3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

[22] ECF 42, PID.3631-3657 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

[23] ECF 19-1, PID.2629 | https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

[24] ECF 19-1, PID.2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf (See attached exhibit 'G'.)

[25] ECF 19-1, PID.2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

[26] See attached exhibit 'F-6' & 'F-7'.

[27] See attached exhibit 'F-3' & 'F-4'.

[28] See attached exhibit 'H'.

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of our Brentwood marital residence. This action rendered me destitute and homeless almost instantly, with no notice or opportunity to save my property interests, despite me having access to the money and trying to save it[29] while defendant Story refused me that opportunity.

38. That choice was not defendant Story's, nor was it lawfully defendant Binkley's choice to make, because the Federal Courts had both *original* and *exclusive* jurisdiction over our marital residence, since my ex-wife and her counsel had secretly entered it into a federal bankruptcy estate 39-days *before* any action was filed in a *state* court, and 97-days before I first stood before defendants Binkley and Story in Chancery Court.

39. The Chancery Court illegally exercised jurisdiction over my marital residence as one of their highest priorities, without any lawful or equitable consideration of the consequences to me, for the specific purpose of wrongfully depriving me both of my constitutional rights and my valuable Brentwood real property interests.

40. They did this rather than proceeding in proper form in Federal Court because they were specifically prohibited from compelling the sale of our marital residence by Federal Bankruptcy Law, 11 U.S.C. § 363(h)(3).

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11 U.S.C. § 363(H): "NOTWITHSTANDING SUBSECTION (F) OF THIS SECTION, THE TRUSTEE MAY SELL BOTH THE ESTATE'S INTEREST, UNDER SUBSECTION (B) OR (C) OF THIS SECTION, AND THE INTEREST OF ANY CO-OWNER IN PROPERTY IN WHICH THE DEBTOR HAD, AT THE TIME OF THE COMMENCEMENT OF THE CASE, AN UNDIVIDED INTEREST AS A TENANT IN COMMON, JOINT TENANT, OR TENANT BY THE ENTIRETY, ONLY IF- (3) THE BENEFIT TO THE ESTATE OF A SALE OF SUCH PROPERTY FREE OF THE INTERESTS OF CO-OWNERS OUTWEIGHS THE DETRIMENT, IF ANY, TO SUCH CO-OWNERS; (EMPHASIS ADDED).

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[29] ECF 37, PID.3440, Paragraphs 124-128 | https://rico.jefffenton.com/evidence/fenton-family-finances-property-education-experience.pdf

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41. It was physically impossible[30] for any compelled sale of our marital residence to be of greater *benefit* to the *bankruptcy estate* (as required by law), than it clearly would be a *detriment* to *me*, the other equally invested and deeded *co-owner* of our home.

42. As explained on pages[31] 4 & 5 of my "DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY SPANNING STATE AND FEDERAL COURTS (Rev. 3/13/24)", in Fact #6, subparagraph (c): "The forced sale of the marital residence was of absolutely "no benefit to the bankruptcy estate." (See exhibit "J."[32]) The home auctioned for exactly the amounts owed on the two mortgages[33], while this came of absolutely no surprise to the defendants, it was by design. The sale proceeds did not pay off one dollar of unsecured debts, nor put a dollar in either my pocket or my exwife's (to my knowledge).[34]"

43. Similarly, I had lawful physical possession of our marital residence, since my ex-wife had voluntarily vacated our home and rented herself an apartment roughly a year prior.

44. Neither court had lawful jurisdiction, grounds, and authority to evict me from my home, yet that did not stop them from doing so. They egregiously leveraged four armed deputies from the Williamson County Sherriff's Office to execute and enforce my wrongful eviction from my home, with only a five-day notice over a holiday weekend, when no help could be reached and no replacement shelter or provision was available for me within the State of Tennessee. Forcing

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30 ECF 53, PID.4258-4349 | DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY SPANNING STATE AND FEDERAL COURTS | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

31 ECF 53, PID.4261-4262 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

32 ECF 53-10, PID.4309-4310 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

33 Combined with the auctioning fees and closing costs. | ECF 48, PID.4019-4029 | https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

34 ECF 48, PID.4002-4003 | https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

Initials: 

my geographic displacement to the State of Michigan[35], five-hundred and seventy-seven miles away, to obtain emergency replacement shelter and provision from my elderly mother.

SPECIAL REQUEST, IN BAD FAITH, TO SELL OUR MARITAL RESIDENCE

45. In the individual bankruptcy filing[36], secretly executed by my ex-wife and her counsel, without providing me with **any notice**[37] of financial failure, mortgage default, or filing bankruptcy; on April 26, 2019, my ex-wife and her counsel (defendant Ausbrooks) entered on her Chapter-13 bankruptcy petition, in Appendix D, Part 9, Nonstandard Plan Provisions, the following request[38]: "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."

46. To be clear, this language asked the bankruptcy court for permission to sell real property owned by Ms. Fenton *and* one other equally deeded party, *me*, as tenancy by the entirety. The fact that I co-owned the marital residence can be easily verified by checking the property deed[39] and/or the property tax records[40] on which I was clearly named, the same being the legal responsibilities of both defendants Ausbrooks and Hildebrand.

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[35] After which they finalized every order by fraudulent default judgments, pretending that I had voluntarily chosen to sell my home (for $0) and relocate to the state of Michigan, at which point I freely chose not to defend myself in these actions, rendering harsh, punitive, and obscenely debilitating defaults against me, which remain despite my efforts to appeal the VOID orders for years.

[36] ECF 45, PID.3835-3915 | https://rico.jefffenton.com/evidence/2019-04-26_wifes-ch13-petition-3-19-bk-02693.pdf

[37] ECF 37, PID.3433 | https://rico.jefffenton.com/evidence/fenton-family-finances-property-education-experience.pdf
ECF 52, PID.4208-4210 | https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

[38] ECF 1-8, PID.144 | ECF 19-2, PID.2642 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

[39] ECF 19-1, PID.2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

[40] ECF 19-1, PID.2629 | https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

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47. Examining this request on its face, imploring no more than common sense and the most fundamental knowledge about natural and constitutional rights in the United States of America, this request does not appear that it could have reasonably been made in good faith by defendant Ausbrooks for at least the following reason:

- The request is seeking to sell the property *owned by another*—and providing him *nothing in return.* That is, the language is promising *all* the proceeds of the sale to benefit only the party making this request, her creditors/lienholders, and the trustee without any language indicating if or how the proposed sale might be of any benefit to the other equally deeded and mutually interested property owner, *me*.

48. That immediately reeks of foul play, yet in the Nonstandard Plan Provisions of the chapter 13 filing, defendant Ausbrooks moved to sell the marital residence, all while personally and professional certifying[41] that her request was well grounded in law and made in good faith and without bringing my obvious ownership interests to light. She failed to perform any due diligence to protect my property interest as well as those of my two lawful tenants/roommates or to provide us with "adequate protection" as is required by the federal rules of bankruptcy procedure and the law[42], while violating the constitution, my natural rights, and the rules of professional conduct.

49. Defendant Ausbrooks was well aware that Ms. Fenton was still married. She also knew that Tennessee is a "deed of trust" state, not a mortgage state, meaning that the name on a mortgage does not define who owns the property or holds legal title to it, but instead, that the property's deed of trust is the sole instrument. Furthermore, real property owned by a husband

[41] F.R.B.P. Rule 9011 and 11 U.S. Code § 707

[42] https://www.law.cornell.edu/uscode/text/11/363

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and wife in Tennessee is by default held as tenancy by the entirety[43]. Even if I wasn't named on the deed of trust—which I was—the property still can't *legally* be sold with a clear title without me signing a quit claim deed or some other instrument conveying or forfeiting my marital interest in the property. But if that was to be compelled by *any* court, it could not be lawfully or ethically done without due process.

50. Since the bankruptcy[44] action predated any action in the Chancery Court, and since the sale of the home was a *core matter* in the bankruptcy action (by *special request* of my ex-wife and her counsel) and was in fact one of the primary reasons why my ex-wife's counsel had devised the fraudulent bankruptcy scheme[45], matters related to the lawful possession, ownership, and sale of our property (especially contested matters), had to be heard and decided in the federal courts. Even matters not typically governed by bankruptcy rules or law.

51. Under the circumstances, the bankruptcy court was required to provide me with notice and hearings in federal court to first determine my property interests related to our home, followed by *adequate protection* throughout my ex-wife's bankruptcy proceedings.

52. Had this proceeded in proper form, the bankruptcy trustee would have been ordered by the court to remove our marital residence from my ex-wife's *bankruptcy estate* as a *"burdensome asset"*, because the court was prohibited by law from compelling the sale of our property, while I fastidiously objected to the idea, which was known by everyone who interacted with me.

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[43] ECF 1-13, PID.541-542

[44] ECF 38, PID.3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf

[45] ECF 19-2, PID.2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

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53. In this case, Bank of America, N.A. is at fault for never providing me with notice of default, my property interests being in any financial or legal jeopardy, while conspiring, communicating, and/or negotiating with multiple third party attorneys and real estate professionals, toward obtaining the fraudulent possession of, and/or effectuating the fraudulent sale of my valuable Brentwood real property, without one dollar to my benefit. All in absolute defiance of my rights (state, federal, natural, constitutional, and common law), to my tremendous harm, much of which took place without my knowledge and all of which took place fraudulently without my consent.

MOTION TO AMEND FAC TO CORRECT DEFENDANT BANK OF AMERICA

54. On page-1 of my FAC, ECF 66, PID.4870, where the name "BANK OF AMERICA CORPORATION" is listed, please remove the word "CORPORATION" and replace it, first with a comma, followed by "N.A.".

55. The corrected name on page-1 of my FAC[46], should read "BANK OF AMERICA, N.A.".

56. On page-5 of my FAC, ECF 66, PID.4874, where it currently states, "Bank of America Corporation is a financial institution located at 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")", please remove the word "Corporation" and replace it, first with a comma, followed by "N.A.".

57. The corrected name and address on page-5 of my FAC[47], should read "Bank of America, N.A. is a financial institution located at 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")."

[46] ECF 66, PID.4870

[47] ECF 66, PID.4874

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https://rico.jefffenton.com/evidence/2024-09-17_bank-of-america-name-and-address-correction.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

58. No other changes are needed to correct my FAC in any known regard, in relation to defendant Bank of America.

APPLICABLE COURT RULES

59. Fed. R. Civ. 15[48](a[49])(a[50]) states, "In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. *The court should freely give leave when justice so requires.*" (Emphasis added.)

60. Fed. R. Civ. 15(c) states, "the amendment changes the party or the *naming* of the party against whom a claim is asserted, if Rule 15(c)(1)(B) is satisfied and if, within the period provided by Rule 4(m) for serving the summons and complaint, the party to be brought in by amendment:

> (i) received such notice of the action that it will not be prejudiced in defending on the merits; and
>
> (ii) knew or should have known that the action would have been brought against it, *but for a mistake concerning the proper party's identity*." (Emphasis added.)

61. Fed. R. Civ. 15(c)(1)(B) states, "the amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out—or attempted to be set out—in the original pleading;" (Which is exactly what took place, the counts in the complaint need not be modified in any way. I simply had the wrong entity type and address listed for Bank of America.)

62. Despite this minor confusion, Bank of America, N.A. is being served at the same

[48] https://www.law.cornell.edu/rules/frcp/rule_15

[49] Amendments Before Trial

[50] Other Amendments

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time as the other defendants in this lawsuit, causing them no prejudice in defending on the merits whatsoever.

63. This mistake was quickly caught and addressed prior to serving Bank of America.

64. This declaration providing an in-depth explanation and clarification regarding the *naming* and *address* used in this lawsuit for Bank of America will be served to Bank of America, N.A. along with this lawsuit at 4909 Savarese Circle, Tampa, FL 33634-2413 within a matter of days.

65. I motion for the court to make these simple corrections to my FAC as outlined above, to correct the *naming* and *address* of defendant Bank of America, N.A., while specifically requesting, due to my *pro se* status and lack of experience, to please let me know if any further action is required on my part to complete these corrections.

66. Later should the court provide me the opportunity, I will update/correct this information while making other minor edits, improvements, and clarifications to my lawsuit, in my next amended complaint. This change is intended to take effect immediately.

IMPORTANT CASE LAW ABOUT WHY THIS MOTION SHOULD BE APPROVED

67. "*Pro se* pleadings are to be considered without regard to technicality; *pro se* litigants' pleadings are not to be held to the same high standards of perfection as lawyers."[51]

68. "Pleadings are intended to serve as a means of arriving at fair and just settlements of controversies between litigants. They should not raise barriers which prevent the achievement of that end. Proper pleading is important, but its importance consists in its effectiveness as a means to accomplish the end of a just judgment" (emphasis added).[52]

[51] Jenkins v. McKeithen, 395 U.S. 411, 421 (1959); Picking v. Pennsylvania R. Co., 151 Fed 2nd 240; Pucket v. Cox, 456 2nd 233

[52] Maty v. Grasselli Chemical Co., 303 U.S. 197 (1938)

Initials: 

69. "Following the simple guide of rule [8(e)] that 'all pleadings shall be so construed as to do substantial justice'.....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 then-FRCP 8(f), now 8(e), which holds that all pleadings must be construed so as to do justice. (emphasis added).[53]

CONCLUSION

70. Service is being sent to Bank of America, N.A., along with this declaration, at 4909 Savarese Circle, Tampa, FL 33634-2413, either today or tomorrow. I'm having my mother include summonses for Bank of America using both naming syntaxes (in lieu of either one being completely correct, or having the correct address), showing "N.A.[54]" handwritten by the clerk on 8/19/2024, along with "Corporation[55]" issued separately by the clerk[56] on 9/6/2024, after explaining this discrepancy to me.

71. Although neither of these summonses is perfect, by sending both along with this detailed declaration[57] explaining the minor clerical errors which took place, while considering the relevant court rules as stated herein, and the case law which must hold merits over technicalities, especially for *pro se* litigants, upon receipt of this mailing[58] by Bank of America, N.A. they will have been fully served and noticed regarding this lawsuit which they are clearly a party to.

---

[53] Conley v. Gibson, 355 U.S. 41 at 48 (1957)

[54] See attached exhibit 'D'.

[55] See attached exhibit 'E'.

[56] The docket entry by the court clerk on 09/06/2024 states, "SUMMONS ISSUED as to defendant Bank of America Corporation and returned to plaintiff via mail per his phone request (proposed summons attached to Doc 16) (pjw) Modified text on 9/6/2024 (pjw) (Entered: 09/06/2024)"

[57] This is the best solution that I understand and is currently within my reach.

[58] Sent by Certified mail pursuant to F.R.Civ.P. 4(e)(1) and Mich. Ct. R. 2.105

Initials: 

72. Should they have any questions related to the naming of Bank of America or their address, either in the complaint or on the summonses provided, please reach out to me immediately at (615) 837-1300 and by email at contact@jefffenton.com so that we can quickly resolve this, so not to waste valuable time or prejudice their interest in any way.

73. This document is being executed in good faith, for the purposes stated herein.

DECLARATION

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true.

Executed on September 17, 2024



JEFFREY RYAN FENTON, PRO SE
17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
CONTACT@JEFFFENTON.COM
(P) 615.837.1300

https://rico.jefffenton.com/evidence/2024-09-17_bank-of-america-name-and-address-correction.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

CERTIFICATE OF SERVICE

I hereby certify that on August 23, 2024, I mailed the foregoing papers to the court, as well as to the defendants or their counsel, by first class mail, at the addresses below.

USDC WESTERN DISTRICT OF MICHIGAN
113 FEDERAL BLDG
315 W ALLEGAN ST RM 113
LANSING, MI 48933-1514

VALERIE HENNING MOCK
WILSON ELSER MOSKOWITZ EDELMAN & DICKER
17197 N LAUREL PARK DR STE 201
LIVONIA, MI 48152-7901

BRIAN JOSEPH GALLAGHER
LENNON MILLER PLC
151 S ROSE ST STE 900
KALAMAZOO, MI 49007-4719

SANDRA J. DENSHAM
PLUNKETT COONEY
333 BRIDGE ST NW STE 530
GRAND RAPIDS, MI 49504-5365

THOMAS E. ANDERSON
ADARO Realty, LLC
1187 OLD HICKORY BLVD STE 125
BRENTWOOD, TN 37027-4248

ELECTRONIC SERVICE OPTIONS

This document is also available on the Internet, on my list[1] of documents filed by myself in this lawsuit, since the release of my lawsuit service package[2]. It is also available directly via the URL[3].

Executed on August 23, 2024

JEFFREY RYAN FENTON, PRO SE

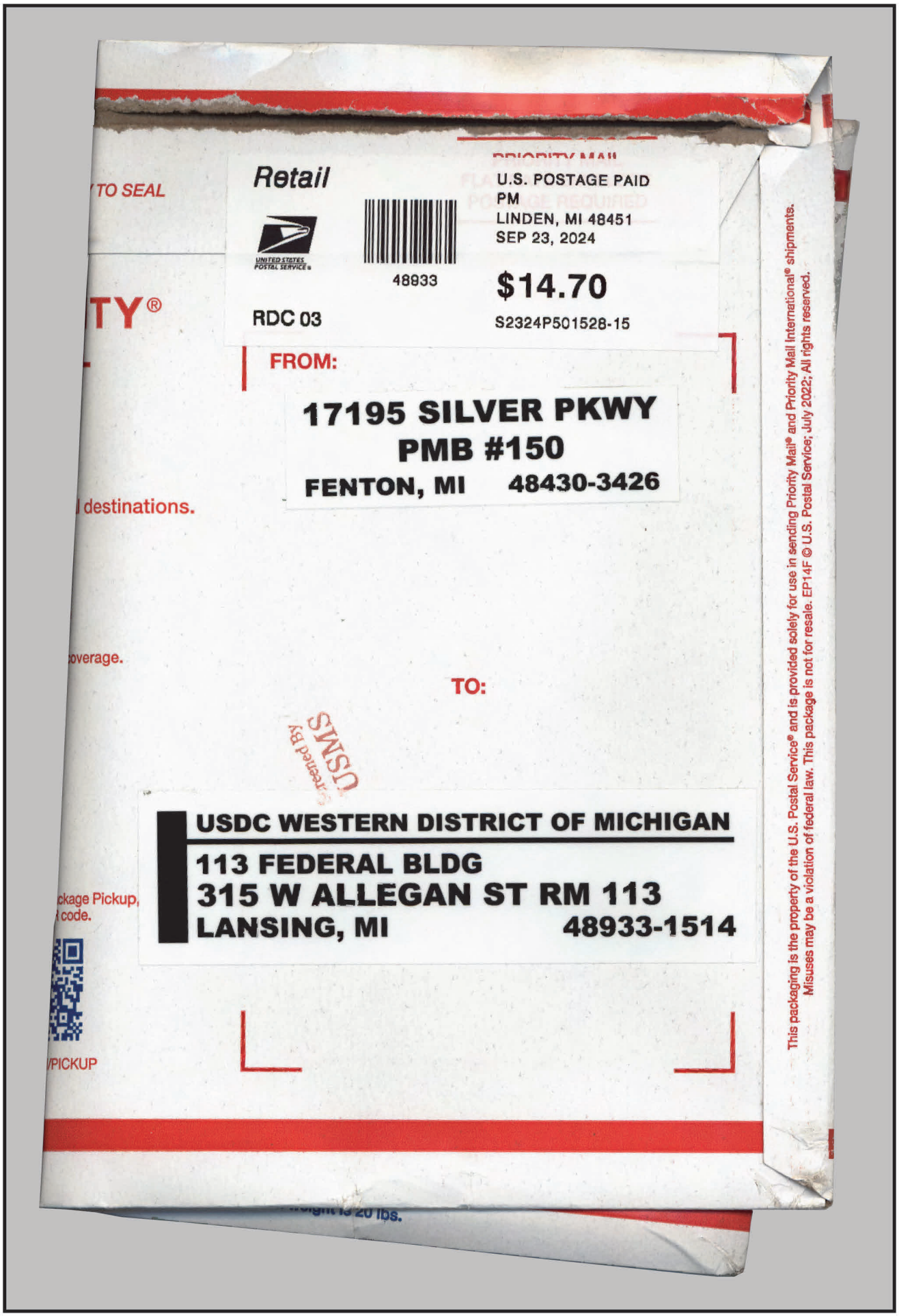
17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
CONTACT@JEFFFENTON.COM
(P) 615.837.1300

[1] https://jefffenton.com/digital-service-package-for-lawsuit/fenton-filings-since-service/

[2] https://jefffenton.com/digital-service-package-for-lawsuit/
ECF 69, PID.5030-5042 | https://rico.jefffenton.com/evidence/1-23-cv-01097_fenton-vs-story-lawsuit-service-pack-details.pdf

[3] https://rico.jefffenton.com/evidence/2024-09-17_bank-of-america-name-and-address-correction.pdf


PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL®
PRESS FIRMLY TO SEAL
7020 3160 0002 3001 7361
UNITED STATES POSTAL SERVICE®
PRIOR
MAI
■ Expected delivery date specified for domestic use.
■ Domestic shipments include $100 of insurance (restrictions apply).*
■ USPS Tracking® service included for domestic and many internation
■ Limited international insurance.**
■ When used internationally, a customs declaration form is required.
*Insurance does not cover certain items. For details regarding claims exclusions see th
Domestic Mail Manual at http://pe.usps.com.
** See International Mail Manual at http://pe.usps.com for availability and limitations of
FLAT RATE ENVELOPE
ONE RATE ■ ANY WEIGHT
TRACKED ■ INSURED
To schedule free
scan the
PS00001000014
EP14F July 2022
OD: 12 1/2 x 9 1/2
USPS.CO
This package is made from post-consumer waste. Please recycle - again.


Retail
U.S. POSTAGE PAID
PM
LINDEN, MI 48451
SEP 23, 2024
48933
$14.70
RDC 03
S2324P501528-15
FROM:
17195 SILVER PKWY
PMB #150
FENTON, MI 48430-3426
TO:
USDC WESTERN DISTRICT OF MICHIGAN
113 FEDERAL BLDG
315 W ALLEGAN ST RM 113
LANSING, MI 48933-1514
This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail® and Priority Mail International® shipments.
Misuses may be a violation of federal law. This package is not for resale. EP14F © U.S. Postal Service; July 2022; All rights reserved.

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: eod 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

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

JURY TRIAL DEMANDED



[redacted] MA.

- **Michael Weimar Binkley** is believed to be a U.S. citizen residing and domiciled at [redacted] MA.
- **Kathryn Lynn Yarbrough** is believed to be a U.S. citizen residing and domiciled at [redacted] MA.
- **Elaine Beaty Beeler** is believed to be a U.S. citizen residing and domiciled at [redacted] MA.
- **Sara B. McKinney**,
- **Mary Elizabeth Maney Ausbrooks** is believed to be a U.S. citizen residing and domiciled at [redacted] TN.
- **Alexander Sergey Koval** is believed to be a U.S. citizen residing and domiciled at [redacted] 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 [redacted] 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 [redacted] 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 [redacted] 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 [redacted] TN.
- **John Brandon Coke** is believed to be a U.S. citizen residing and domiciled at [redacted] TN.
- **Sandra Jane Leach Garrett** is believed to be a U.S. citizen residing and domiciled at [redacted] 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 a 401 7th Avenue North, Nashville, TN (hereinafter "Appellate Court").



UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED - LN
August 21, 2024
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: jlg / SCANNED BY: VB 8/22

JEFFREY RYAN FENTON,
Plaintiff

v.

VIRGINIA LEE STORY,
MICHAEL WEIMAR BINKLEY,
KATHRYN LYNN YARBROUGH,
ELAINE BEATY BEELER,
MARY ELIZABETH MANEY AUSBROOKS,
ALEXANDER SERGEY KOVAL,
HENRY EDWARD HILDEBRAND III,
CHARLES M. WALKER,
THOMAS EARL EUGENE ANDERSON,
ROY PATRICK MARLIN,
SAMUEL FORREST ANDERSON,
JAMES MICHAEL HIVNER,
JOHN BRANDON COKE,
SANDRA JANE LEACH GARRETT,
Individually and in their official capacities,

FRANK GOAD CLEMENT JR.,
ANDY DWANE BENNETT,
WILLIAM NEAL MCBRAYER,
In their official capacities,

STORY AND ABERNATHY, PLLP,
ROTHSCHILD & AUSBROOKS, PLLC,
BANKERS TITLE & ESCROW CORPORATION,
HOSTETTLER, NEUHOFF & DAVIS, LLC,
MCARTHUR SANDERS REAL ESTATE,

SPRAGINS, BARNETT, & COBB PLC,
RUBIN LUBLIN TN, PLLC,
BANK OF AMERICA CORPORATION,
CADENCE BANK,

STATE OF TENNESSEE,
COUNTY OF WILLIAMSON TENNESSEE,
WILLIAMSON COUNTY SHERIFF'S OFFICE,
CHANCERY COURT FOR
WILLIAMSON COUNTY TENNESSEE,
TENNESSEE COURT OF APPEALS
MIDDLE DIVISION,
SUPREME COURT OF THE STATE OF TENNESSEE,
BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE SUPREME COURT OF TN,
TENNESSEE ADMINISTRATIVE OFFICE
OF THE COURTS,
Defendants

CASE NO. 1:23-CV-01097

VERIFIED COMPLAINT

JURY TRIAL DEMANDED



PLAINTIFF'S EXHIBIT B-2

- **Elaine Beaty Beeler** (BPR# 016583) is believed to be a U.S. citizen resid[illegible] at [redacted] TN 37064-[redacted]
- **Mary Elizabeth Maney Ausbrooks** (BPR# 018097) is believed to be a U.S. [illegible] and domiciled at [redacted] TN 37188-[redacted]
- **Alexander Sergey Koval** (BPR# 029541) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37211-[redacted]
- **Henry Edward Hildebrand III** (BPR# 032168) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37205-[redacted]
- **Charles M. Walker** (BPR# 019884) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37215-[redacted]
- **Thomas Earl Eugene Anderson** is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37206-[redacted]
- **Roy Patrick Marlin** is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37046-[redacted]
- **Samuel Forrest Anderson** (BPR# 017022) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37215-[redacted]
- **James Michael Hivner** (BPR# 020405) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 38133-[redacted]
- **John Brandon Coke** (BPR# 029107) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37211-[redacted]
- **Sandra Jane Leach Garrett** (BPR# 013863) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37027-[redacted]
- **Frank Goad Clement Jr.** (BPR# 006619) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37205-[redacted]
- **Andy Dwane Bennett** (BPR# 009894) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37076-[redacted]
- **William Neal McBrayer** (BPR# 013879) is believed to be a U.S. citizen residing and domiciled at [redacted] TN 37027-[redacted]
- **Story and Abernathy, PLLP** is a law firm located at 136 4th Avenue South, Franklin, TN 37064 (hereinafter "SA").
- **Rothschild & Ausbrooks, PLLC** is a law firm located at 110 Glancy Street, Suite 109, Goodlettsville, TN 37072 (hereinafter "R&A").
- **Bankers Title & Escrow Corporation** is a closing and title insurance company located at 3310 West End Avenue, Suite 540, Nashville, TN 37203 (hereinafter "BT&EC").
- **Hostettler, Neuhoff & Davis, LLC** is a real estate brokerage and auction company located at 421 East Iris Drive, Suite 300, Nashville, TN 37204-3140. (hereinafter "HN&D").
- **McArthur Sanders Real Estate** is a real estate brokerage located at 203 North Royal Oaks Boulevard, Franklin, TN 37067-3012 (hereinafter "MSRE").
- **Spragins, Bartnett, & Cobb, PLCNS** is a law firm located at 312 East Lafayette, Jackson, TN 38301-6220 (hereinafter "SB&C").
- **Rubin Lublin TN, PLLC** is a law firm located at 1661 International Drive, Suite 400, Memphis, TN 38301-6220 (hereinafter "RLTN").
- **Bank of America Corporation** is a financial institution located at 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA").

Initials: [signature]

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Michigan

JEFFREY RYAN FENTON

Plaintiff(s)

v.

VIRGINIA LEE STORY et al.,

Defendant(s)

Civil Action No. 1:23-cv-1097

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Bank of America Corporation
100 North Tryon Street
Charlotte, NC 28202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jeffrey Fenton
17195 Silver Parkway #150
Fenton, MI 48430

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 1 / 2 / 2024

Signature of Clerk or Deputy Clerk

PLAINTIFF'S EXHIBIT C

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Michigan

JEFFREY RYAN FENTON

Plaintiff(s)

v.

VIRGINIA LEE STORY et al.,

Defendant(s)

Civil Action No. 1:23-cv-1097

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* N.A. Bank of America Corporation
100 North Tryon Street
Charlotte, NC 28202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jeffrey Fenton
17195 Silver Parkway #150
Fenton, MI 48430

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

AUG 19 2024

Date: ~~5/23/~~2024

CLERK OF COURT

Paula J. Ward

Signature of Clerk or Deputy Clerk

PLAINTIFF'S EXHIBIT D

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Michigan

JEFFREY RYAN FENTON

Plaintiff(s)

v.

VIRGINIA LEE STORY et al.,

Defendant(s)

Civil Action No. 1:23-cv-1097

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Bank of America Corporation
100 North Tryon Street
Charlotte, NC 28202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jeffrey Fenton
17195 Silver Parkway #150
Fenton, MI 48430

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

SEP 06 2024

Date: ~~1/2/2024~~

Signature of Clerk or Deputy Clerk

PLAINTIFF'S EXHIBIT E

Mortgage - 9135

Loan Summary		Account Services	Payment Due	
Loan type:	30 Years Conventional	Online payment options	**Payment amount due:**	**$1,804.78**
Current rate:	4.875%	Homeowners insurance	Next payment due:	01/01/2019
Current principal balance:	$242,186.53	Property tax information	Late charge date:	01/16/2019
More loan information ››		**More services** ››	Payment breakdown	as of 12/2018

Make Payment

Tax Information

Mortgage - 9135
1986 SUNNYSIDE DRIVE

Current Information

Our records indicate that your account has an escrow account. If you receive a copy of your Real Estate tax bill, please keep it for your records as Core Logic Tax Services LLC receives this information directly from the Taxing Authority.

Tax authority:	WILLIAMSON COUNTY
Parcel number:	013J A 03500 000000
Phone number:	615-790-5709
Next due date:	12/01/2019
Projected amount due:	$2080.00
Frequency:	Annually
Due dates:	12/01
Delinquent dates:	2/28

Payment Date	Payment Amount
12/10/2018	$2,080.00
12/01/2017	$2,080.00
12/08/2016	$2,080.00



Williamson County Property Tax Notice

Karen Paris . Williamson County Trustee
1320 W Main St. Franklin TN 37064
615-790-5709

2019

Tax Receipt #	Total Due
0028996	$0.00

Taxes are due by 02/28/2020

Property Address: Sunnyside Dr 1986

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

OR CURRENT RESIDENT

Fenton Jeffrey R Fenton Fawn T
1986 Sunnyside Dr

Brentwood, TN 370270000

☐ INDICATE ADDRESS CHANGE ON REVERSE SIDE

Karen Paris, TRUSTEE
1320 W Main St. Suite 203
FRANKLIN TN 37064

Williamson County Property Tax Notice

Karen Paris Williamson County Trustee 1320 W Main St. Suite. Franklin TN 37064 615-790-5709

2019

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

Tax Receipt #	Total Due
0028996	$0.00

Property Address: Sunnyside Dr 1986

Please return the top portion with your payment in the enclosed reply envelope.

To pay your property taxes make checks payable to :
WILLIAMSON COUNTY TRUSTEE
(Your cancelled check serves as your receipt)

Your payment options are:

- At our office: 1320 W. Main St. Suite 203; Franklin, TN
- At participating local banks
- On-line with credit card of electronic check* at **our website www.WilliamsonPropertyTax.com**

***The vendor charges the following processing fees: $2.00 per transaction for e-check payments, and a 2.5% plus $0.30 per transaction for credit/debit card payments.**

Scan to pay!

To avoid interest, taxes must be paid by February 28, 2020.

Beginning March 1, 2020 interest will be added to delinquent taxes at the rate of 1.5% per month.

Classification	Real Property
Subdivision	Sunnyside Est Sec 3
Lot	0029
Acres	0.00
EQ Factor	0.0000
Additional Description	
Appraised value	$386,900
Assessment	25%
Assessed value	$96,725
Interest	$0.00
County taxes	$2,147.00
9th FSSD taxes	$0.00
City taxes	$0.00
Total due	$0.00

PLAINTIFF'S EXHIBIT F-2

liamson County Trustee
0 W Main St Suite 203
klin, TN 37064
5) 790-5709

Office Hours:
Monday thru Friday
8:00 am- 4:30 pm

☐ CORRECTED (if checked)

RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

BANK OF AMERICA, N.A.
CUSTOMER SERVICE
PO BOX 31785
TAMPA, FL 33631-3785 800-669-6607

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No. 1545-0901

2018

Form **1098**

Mortgage Interest Statement

RECIPIENT'S/LENDER'S TIN	PAYER'S/BORROWER'S TIN
94-1687665	XXX-XX-2065

PAYER'S/BORROWER'S name

FAWN FENTON

Street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code

[redacted]
BRENTWOOD TN 37027-[redacted]

9 Number of properties securing the mortgage	10 Other

Account number (see instructions)
231099135

1 Mortgage interest received from payer(s)/borrower(s)*	
$ 11,961.41	
2 Outstanding mortgage principal as of 1/1/2018 $ 248,006.48	**3** Mortgage origination date 04/29/2011
4 Refund of overpaid interest $ 0.00	**5** Mortgage insurance premiums $ 0.00

6 Points paid on purchase of principal residence
$ 0.00

7 ☐ If address of property securing mortgage is the same as PAYER'S/BORROWER'S address, the box is checked, or the address or description is entered in box 8.

8 Address or description of property securing mortgage (see instructions)

1986 SUNNYSIDE DRIVE
BRENTWOOD, TN 37027-5404

Copy B
For Payer/Borrower

The information in boxes 1 through 9 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points, reported in boxes 1 and 6; or because you didn't report the refund of interest (box 4); or because you claimed a non-deductible item.

Form **1098** (Keep for your records) irs.gov/Form1098 Department of the Treasury - Internal Revenue Service

PLAINTIFF'S EXHIBIT
F-3

2018 STATEMENT SUMMARY

Any amount which is displayed in brackets () in this section, is a negative amount.

Total Interest Paid in **2018**	$11,961.41	Ending Interest Bearing Principal Balance	$242,186.53
Real Estate Taxes Paid in **2018**	$2,080.00	Ending Non-Interest Bearing Principal Balance	$0.00
Beginning Escrow Balance	$968.13	Ending Gross Unpaid Principal Balance	$242,186.53
Ending Escrow Balance	$1,036.45	FHA/VA Case Number	Not Applicable
		Loan Was a Refinance in **2018**	No

IMPORTANT TAX NOTICE – ACTION IS REQUIRED

YOU SHOULD CONSULT WITH THE IRS OR YOUR TAX ADVISOR IF YOU HAVE ANY QUESTIONS.
BANK OF AMERICA, N.A. DOES NOT OFFER TAX ADVICE.

Please verify that we have the correct Taxpayer Identification Number (TIN) for the primary borrower of this loan. If the TIN is not correct, please provide us with the correct number immediately by writing to us at the address below or calling us at 800-669-6607. If you fail to provide us your correct TIN, you may be subject to a fifty dollar penalty imposed by the IRS and backup withholding of interest paid to you. Note: Please include your name and account number on all communications to us.

BANK OF AMERICA, N.A.
CUSTOMER SERVICE
PO BOX 31785
TAMPA, FL 33631-3785



Williamson County Property Tax Notice

Karen Paris . Williamson County Trustee
1320 W Main St. Franklin TN 37064
615-790-5709

2018

Tax Receipt #	Total Due
0028129	$0.00

Taxes are due by 02/28/2019

Property Address: Sunnyside Dr 1986

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

OR CURRENT RESIDENT

Fenton Jeffrey R Fenton Fawn T
1986 Sunnyside Dr

Brentwood, TN 370270000

☐ INDICATE ADDRESS CHANGE ON REVERSE SIDE

Karen Paris, TRUSTEE
1320 W Main St. Suite 203
FRANKLIN TN 37064

Williamson County Property Tax Notice

Karen Paris Williamson County Trustee 1320 W Main St. Suite. Franklin TN 37064 615-790-5709

2018

Tax Receipt #	Total Due
0028129	$0.00

Property Address: Sunnyside Dr 1986

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

Please return the top portion with your payment in the enclosed reply envelope.

To pay your property taxes make checks payable to :
WILLIAMSON COUNTY TRUSTEE
(Your cancelled check serves as your receipt)

Your payment options are:

- At our office: 1320 W. Main St. Suite 203; Franklin, TN
- At participating local banks
- On-line with credit card of electronic check* at **our website www.WilliamsonPropertyTax.com**

***The vendor charges the following processing fees: $2.00 per transaction for e-check payments, and a 2.5% plus $0.30 per transaction for credit/debit card payments.**

Scan to pay!

To avoid interest, taxes must be paid by February 28, 2019.

Beginning March 1, 2019 interest will be added to delinquent taxes at the rate of 1.5% per month.

Property Address	Sunnyside Dr 1986
Classification	Real Property
Subdivision	Sunnyside Est Sec 3

Lot	Acres	EQ Factor
0029	0.00	0.0000

Additional Description

Appraised value	$386,900
Assessment	25%
Assessed value	$96,725
Interest	$0.00
County taxes	$2,080.00
9th FSSD taxes	$0.00
City taxes	$0.00
Total due	$0.00

iamson County Trustee
0 W Main St Suite 203
klin, TN 37064
) 790-5709

Office Hours:
Monday thru Friday
8:00 am- 4:30 pm

PLAINTIFF'S EXHIBIT F-5

☐ CORRECTED (if checked)

RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

BANK OF AMERICA, N.A.
CUSTOMER SERVICE
PO BOX 31785
TAMPA, FL 33631-3785 800-669-6607

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No. 1545-0901

2017

Form **1098**

Mortgage Interest Statement

1 Mortgage interest received from payer(s)/borrower(s)*
$ 12,237.80

Copy B
For Payer/Borrower

The information in boxes 1 through 10 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points, reported in boxes 1 and 6; or because you didn't report the refund of interest (box 4); or because you claimed a non-deductible item.

RECIPIENT'S/LENDER'S federal identification number
94-1687665

PAYER'S/BORROWER'S taxpayer identification no.
XXX-XX-2065

2 Outstanding mortgage principal as of 1/1/2017
$ 253,550.04

3 Mortgage origination date
April 29, 2011

4 Refund of overpaid interest
$ 0.00

5 Mortgage insurance premiums
$ 0.00

PAYER'S/BORROWER'S name
FAWN FENTON

6 Points paid on purchase of principal residence
$ 0.00

Street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code
1986 Sunny Side Dr
Brentwood TN 37027-5404

7 Is address of property securing mortgage same as PAYER'S/BORROWER'S address?
If "Yes," box is checked . . . . . ☐
If "No," see box 8 or 9, below

8 Address of property securing mortgage
1986 SUNNYSIDE DRIVE
BRENTWOOD, TN 37027-5404

10 Number of mortgaged properties

11 Other

Account number (see instructions)
231099135

9 If property securing mortgage has no address, below is the description of the property

Form **1098** (Keep for your records) irs.gov/form1098 Department of the Treasury - Internal Revenue Service

PLAINTIFF'S EXHIBIT
F-6

2017 STATEMENT SUMMARY

Any amount which is displayed in brackets () in this section, is a negative amount.

Total Interest Paid in **2017**	$12,237.80	Ending Interest Bearing Principal Balance	$248,006.48
Real Estate Taxes Paid in **2017**	$2,080.00	Ending Non-Interest Bearing Principal Balance	$0.00
Beginning Escrow Balance	$541.69	Ending Gross Unpaid Principal Balance	$248,006.48
Ending Escrow Balance	$968.13	FHA/VA Case Number	Not Applicable
		Loan Was a Refinance in **2017**	No

IMPORTANT TAX NOTICE – ACTION IS REQUIRED

YOU SHOULD CONSULT WITH THE IRS OR YOUR TAX ADVISOR IF YOU HAVE ANY QUESTIONS.
BANK OF AMERICA, N.A. DOES NOT OFFER TAX ADVICE.

Please verify that we have the correct Taxpayer Identification Number (TIN) for the primary borrower of this loan. If the TIN is not correct, please provide us with the correct number immediately by writing to us at the address below or calling us at 800-669-6607. If you fail to provide us your correct TIN, you may be subject to a fifty dollar penalty imposed by the IRS and backup withholding of interest paid to you. Note: Please include your name and account number on all communications to us.

BANK OF AMERICA, N.A.
CUSTOMER SERVICE
PO BOX 31785
TAMPA, FL 33631-3785



WARRANTY DEED

ANGELA G. BATSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 6, 2014

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$350,000.00**

Affiant

Subscribed and sworn to before me, this 29th day of April, 2011.

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
7101 Executive Center Drive, Suite 151
Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn [redacted] Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn [redacted] Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, 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, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jerome Terrell and spouse, Collette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is ( ) unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 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/our hand(s) this 29th day of April, 2011.

Mangel Jerome Terrell

Colette Keyser

PLAINTIFF'S EXHIBIT G

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.

Notary Public

My Commission Expires: 9/3/2012

JUDY S. WELLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN

This document was e-recorded in Book 5313, Page 452, Williamson Co. ROD on 5/12/11.

PLAINTIFF'S EXHIBIT
G-2

Book 5313 Page 452

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$350,000.00**

Affiant

Subscribed and sworn to before me, this 29th day of April 2011.

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

ANGELA G. BATSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 6, 2014

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
7101 Executive Center Drive, Suite 151
Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn [redacted] Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn [redacted] Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

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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/our hand(s) this 29th day of April, 2011.

Mangel Jerome Terrell

Colette Keyser

PLAINTIFF'S EXHIBIT G-3

Book 5313 Page 453

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.

Notary Public

My Commission Expires: 9/3/2012

JUDY S. WELLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN

PLAINTIFF'S EXHIBIT
G-4

Book 5313 Page 454

Certificate of Authenticity

BK/PG:5313/452-454
11015616

3 PGS : DEED	
KAREN OWENS 214724 - 11015616	
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00

STATE of TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

I, Kimberly Hollingshead, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee
County of Williamson

Personally appeared before me, the Undersigned, a notary public for this county and state, Kim Hollingshead who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 1/9/12.

THOMAS L. SEALY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

PLAINTIFF'S EXHIBIT G-5

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			

CERTIFICATE OF SERVICE

I certify that on this 26TH day of April, 2019, I served a copy of the foregoing Chapter 13 Plan 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, Certified Mail to:

By U.S. Postal Service, postage prepaid to:

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37067-0000

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-0000

Toyota Motor Credit Co.
Attn Officer Manager or Agent
5005 N River Blvd. NE
Cedar Rapids IA 52411-6634



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.

PLAINTIFF'S EXHIBIT H-2