UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON,

PLAINTIFF

CASE NO. 1:23-cv-1097

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY SPANNING STATE AND FEDERAL COURTS (Rev.3/13/24)

Plaintiff brings this testimony pursuant to 28 U.S. Code § 1746.

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

- I. References in this document to Ms. Fawn Fenton are hereinafter "Ms. Fenton," "wife," and/or "ex-wife."
- II. No matter what any defendant named in this complaint claims, the evidence of the conspiracy against rights and property¹, under the color of law, office, and official right, by bad actors working in both Tennessee's State and Federal Courts concurrently², can be definitively proven beyond any "reasonable" margin of "error", by applying the F.R.B.P., Title-28, Title-11, and Title-18 law³, to the below (1) to (8) facts which are irrefutably encapsulated in the Court

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https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf

² https://rico.jefffenton.com/evidence/2019_precipitating-tennessee-courts-parties-and-actions.pdf

https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924)

Records:

- (1) The date the bankruptcy4 was filed: 4/26/2019. (See exhibit "A.")
- (2) The date the **divorce**⁵ was filed: **6/04/2019**. (See exhibit "B.")
- (3) I was a titled **owner**⁶ of the marital residence as **tenancy by the entirety**⁷. (See exhibit "C.") Named on both the property deed⁸ and tax records⁹. (See exhibits "D" and "E.")
- (4) I was **never provided notice**¹⁰ **or hearing** by the bankruptcy counsel, the bankruptcy trustee, or by the bankruptcy court, as required in the Federal Rules of Bankruptcy Procedure Rule-7001¹¹. (See exhibit "F.") As a result, these laws¹² were violated or illegally circumvented: 11 U.S.C. §§ 363¹³, 541¹⁴, 542¹⁵, 707¹⁶, 1203¹⁷, 1204¹⁸, 1205¹⁹,

https://rico.jefffenton.com/evidence/2019-04-26_fed-bankrupcy-filing-date-3-19-bk-02693.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74)

https://rico.jefffenton.com/evidence/2019-06-04_tn-chancery-divorce-filing-date-48419b.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.651)

⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1416-1430

https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542)

⁸ https://rico.jefffenton.com/evidence/2011-04-29 1986-sunnyside-brentwood-tn-deed.pdf

https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1881)

¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1898

https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924)

¹³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1903-1906

¹⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1908-1912

¹⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1913

¹⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1914

¹⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

¹⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

1207²⁰, 1208²¹, 18 U.S.C. §§ 152²², 153²³, 154²⁴, 157²⁵, 158²⁶, 241²⁷, 242²⁸, 373²⁹, 401³⁰, 402³¹, 1951³², 28 U.S.C. §§ 1334³³, 1927³⁴

(5) The bankruptcy only reaped \$44,079³⁵ worth of alleged "bankruptcy relief" for Ms. Fenton in the end, as shown on the "Chapter 7 Trustee's Final Account and Distribution Report (TDR)".³⁶ (See exhibit "G.") It probably cost her twice that in combined legal fees for the action. While forfeiting \$250,000³⁷ in cash and labor that we had invested into our marital residence, as of the day of the auction. (See exhibit "H.") Plus, another \$400,000³⁸ of appreciation has been lost since. (See exhibit "I.")

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¹⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915-1916

²⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

²¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

²² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1917

²³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918

²⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918

²⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1919-1920

²⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1920

²⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922

²⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922

²⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1923

³³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

³⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1893

³⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.569-576 (After subtracting out defendant Story's outstanding fees, because without this scam there would be no need for defendant Story or her exorbitant fees.)

³⁶ https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1883) (BK Case 3:19-bk-02693, Doc 136, Filed 1/26/2021, Page 1 of 8)

https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.501-511)

https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485)

(6) 11 U.S.C. § 363(h)³⁹: "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).

- a. The bankruptcy code measures what is a "benefit to the [bankruptcy] estate", in how much unsecured debt a sale could pay off, above and beyond the mortgage notes on that property.
- b. The mortgage notes are secured by the property interest, they can stand alone and balance each other out, and need not be involved in the bankruptcy at all. The only reason to compel a forced sale of the property (in this circumstance), would be to leverage the debtor's equity in property to pay off **other unsecured debts**, after the mortgages on the property were completely satisfied.
- c. The forced sale of the marital residence was of absolutely "no benefit to the bankruptcy estate." (See exhibit "J.") The home auctioned for exactly the amounts owed on the two mortgages⁴⁰, while this came of absolutely no surprise to the defendants, it was by design. The sale proceeds did not pay off

https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

⁴⁰ https://rico.jefffenton.com/evidence/2019-10-29 1986-sunnyside-real-estate-deed-fraud.pdf

one dollar of unsecured debts, nor put a dollar in either my pocket or my exwife's (to my knowledge)⁴¹.

Adversary Proceeding in Federal District or Bankrupcy Court

The Trustee was <u>required</u> to provide Plaintiff and his two tenants/roommates with <u>notices</u> & <u>hearings</u> in <u>federal court</u>. Plaintiff had the following valid property interests: legal title, ownership, controlling, possession/enjoyment/use, beneficial, equitable, exclusion, investment, income, future. Plaintiff's tenants had secure one-year leasehold interests.

Rule 7001. Scope of Rules of Part VII

An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:

- (1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;
- (2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, but not a proceeding under Rule 3012 or Rule 4003(d):
- (3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;
- (4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§ 727(a)(8), ¹ (a)(9), or 1328(f);
- (5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;
- (6) a proceeding to determine the dischargeability of a debt;
- (7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;
- (8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;
- (9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or
- (10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

§ 363. Use, sale, or lease of property

skipped-

- (b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, trustee may not sell or lease personally identifiable information to any person unless—
- (e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. (skipped)
- (f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—
 - (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (failed)
 - (2) such entity consents; (failed)
- (g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or curtesy.
- (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— **(failed)**
 - (1) partition in kind of such property among the estate and such co-owners is impracticable:
 - (2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;
 - (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; and (failed)

https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

- d. Even if Ms. Fenton and I had another \$100k-\$200k of equity in the property, it would have been almost impossible for the forced sale to "outweigh the detriment" to me.
 - ➤ I needed this property to survive and not be rendered destitute and homeless. Roommate/tenant rents⁴² were temporarily my only stream of income, due to circumstances unforeseen and beyond my control. (See exhibit "K.")
 - ➤ This property was the totality of my retirement investments, even those predating this marriage⁴³. (See exhibit "L.")
 - ➤ This property was a million-dollar retirement investment⁴⁴, which would easily realize that potential and likely be paid off within the next ten to fifteen years. (See exhibit "M.")
 - > This property was the only realistic means I had to be able to comfortably retire by age seventy.
 - This property was the only realistic means I had to rebuild my financial independence while enjoying a comparable standard of living, to that enjoyed during our marriage, as well as that which I had built myself and enjoyed prior to the marriage.
 - As long as I could obtain the funds to pay the mortgages on time and keep them current, there is no lawful and ethical justification by which to deprive me of my opportunity and right to do so.

https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

 $^{^{43} \}quad https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf$

https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf
https://rico.jefffenton.com/evidence/2022-01-03 1986-sunnyside-brentwood-tn-appreciation.pdf

(7) The chancery court usurped—or the bankruptcy court abdicated—jurisdiction⁴⁵ over the marital home, in violation of 28 U.S. Code § 1334(e)(1)⁴⁶, which states: "The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate."

(8) It is unreasonable that the bankruptcy court would have waited for any action in chancery court to deprive me of my property interests and rights.

a. There was no action filed in the chancery court at the creation of the bankruptcy estate. The bankruptcy court was required to immediately notify all parties with a legitimate property interest in the marital residence and provide hearings in federal court, to determine their property interests, and whether or not the marital residence could remain in the bankruptcy estate or needed to be removed as a "burdensome asset", prior to the 341 meeting of the creditors.

b. The bankruptcy was filed 39-days before any action was filed in the chancery court, and 97-days before I first stood before Judge Binkley in the chancery court⁴⁷. It is wholly unreasonable that the bankruptcy court awaited any predetermined deprivation of property in the chancery court, rather than

⁴⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882 (See e.g., In re Palmer, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987))

https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882)

https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf

proceeding in proper form in the bankruptcy court, in compliance with bankruptcy rules and federal laws.

III. Since the bankruptcy court had both **original** and **exclusive jurisdiction**⁴⁸, even if the time and care was taken for equal and due process in the chancery court⁴⁹ (which it was not)⁵⁰, the bankruptcy judge and trustee would have known the action was improper and without lawful jurisdiction. They were required to perform due diligence.

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 March 13, 2024

Jeffrey Ryan Fenton, *pro se*

17195 SILVER PARKWAY, #150

FENTON, MI, 48430-3426

JEFF.FENTON@LIVE.COM

(P) 615.837.1300

⁴⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

⁴⁹ https://rico.jefffenton.com/evidence/2019-08-29 husbands-one-and-done-answer-to-all.pdf

https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf https://rico.jefffenton.com/evidence/2024-01-18 binkley-disqualification-for-bias-coercion.pdf





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

Appendix

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

Brentwood, TN 37027 DAVIDSON-TN

SSN / ITIN: xxx-xx-20

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 2000 RICHA 250

NASHVILLI 615 383-949:







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ECHNICAL RECORD

NO. 48419B COA O. M2019-02059-COA-R3-CV

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APPPEALED FROM

CHANCERY COURT
AT FRANKLIN TENNESSEE
MICHAEL W. BINKLEY CHANCELLOR
ELAINE B. BEELER, CHANCERY COURT CLERK

FILED

JUN 1 5 2020

Clerk of the Appellate Courts

Rec'd By

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 CLERK DEP. CLERK





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	COURT OF APPEALS	B-'		





Residential LS No. 1220084

Status Closed Area 10 List Price \$360,000

Type Site Built Er/Ea Exc. Right to Sell Media

Address 1986 Sunnyside

Dr

City Brentwood Zip 37027

MLS Map

County Williamson Sub/Dev Sunny Side

Lot Number Tax ID 013J A 035.00 Deed Book/Page 4743/715

Directions FROM NASHVILLE*SOUTH ON HILLSBORO RD, LEFT ON SUNNYSIDE DR, 1986 IS ON THE RIGHT

General Information

Style Ranch Stories 1.00 Year Built 1977 / Approximate

Acres 1.470 Acreage Source Completion

Total Rooms 9 Size 150.0 x 434.0 Assoc Fee \$ /mo

Constr All Brick / Wood Lot Wooded Basement Partial / Unfinished
Driveway Aggregate Floors Carpet / Finished Wood / Tile /
Community Amenities Waterfront / Roof Composition Shingle

Rooms and Dimension Information

 Liv 15X13 / Formal
 Rec 25X33 / Over Garage
 Bed 1 15X13 / Full Bath

 Din 13X12 / Formal
 Hobby /
 Bed 2 12X11 /

 Kit 15X12 / Eat-In
 Other /
 Bed 3 13X13 /

 Den 19X13 / Fireplace
 Other /
 Bed 4 12X11 /

BedroomsFull BathsHalf BathsFinished Square Feet (est)Main21Main2579Est. SqFt. Source

 Other
 0
 0
 Second Third

 Total
 4
 2
 1
 Basement
 Total 2579

Office and Showing Information

Show **Call Showing Center** Owner Name Open House

Agent John Taylor (Ph: 615-794-0833 ext 6035)

Listing Office Zeitlin & Co., Realtors (Ph: (615) 794-0833)

CoList Office (Ph:)

Appt Phone (615) 327-0101 Subagency 0 Buyer Broker 3 Facilitator 3

Remarks: 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

Schools and Utilities

Elem1 Grassland Elementary
Water City Water

Elem2 Middle/JR Grassland Middle School
Cool Electric / Central

High Franklin High School
Heat Gas / Central

Features

Appliances Interior Features Exterior Features Miscellaneous
Range Cooktop / Electric Firepl 1 Fence Handicap

Oven Double Oven / Electric Drapes Patio/Deck Deck Energy Storm Doors / Storm

Master Bath Sep. Shower/Tub / Pool Green Cert

Ceramic Green Cert

Other Dishwasher Other Ceiling Fan / Extra Other Garage Door Opener Other Cable TV

Closets / Utility Connection /

Financing and Taxes

MLS Information

Acceptable Buyer Financing FHA / Other / VA / Taxes \$1,461

Photo None List Date Sep 27 2010 Poss Date of Deed

Realtor Remarks: BUYER OR BUYER AGENT TO VERIFY SCHOOL ZONING AND ANY OTHER PERTINENT INFORMATION

Comparable Information

Sales Agent Left Fenton Co-Sales Agent Days On Mkt 205
Sales Office Benchmark Realty, LLC Co-Sales Office Presale No

Seller Participation 4000Closing Date 4/29/2011Orig. List Price \$360,000Terms ConventionalPending Date 4/20/2011Sales Price \$350,000

Requested by: **Jeff Fenton**

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase



Jeff Fenton



From: Jeff Fenton

Sent: Wednesday, September 24, 2014 4:24 PM

To: Kim Hollingshead Cc: Fawn Fenton

Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

Attachments: Sunnyside Deed of Trust - Executed.pdf

Hello Kim!

It has been a while!

It has been recommended to Fawn and I, for liability purposes, that we hold title to our home as "Tenancy by the Entirety".

I know very little about this, but here is an explanation that I found online:

Tenancy by the Entirety: a special form of joint tenancy when the joint tenants are husband and wife -- with each owning one-half. Neither spouse can sell the property without the consent of the other. Words in the deed such as "Bill and Mary, husband and wife as tenancy in the entirety" establish title in tenancy by the entireties. This form of ownership is not available in all states. (http://jtlehmanlaw.com/lawyer/Nashville-TN_fq314.htm)

Can you please tell me how our title is held currently at 1986 Sunnyside Drive, Brentwood, 37027? (You facilitated our closing.) I have a copy of our Deed of Trust (attached), but I can't figure out if this is titled as "Tenants in Common", "Joint Tenancy", or "Tenancy by the Entirety".

Is there a document that you can provide me which shows exactly how our property is titled?

Thanks for your help with this!

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: Kim Hollingshead <Kim@TouchstoneTitleTN.com>

Sent: Wednesday, September 24, 2014 4:42 PM

To: Jeff Fenton Cc: Fawn Fenton

Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

And wife

Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

Can you please explain to me how "Tenancy by the Entirety" is specified/differentiated on this document?

Thanks again!

Jeff Fenton

From: Kim Hollingshead

Sent: Wednesday, September 24, 2014 3:31 PM

To: Jeff Fenton Cc: Fawn Fenton

Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

Jeff, please see attached. Title is currently vested as Tenancy by the Entirety.

Kimberly K. Hollingshead, Esq.

President

Touchstone Title& Escrow, LLC 318 Seaboard Lane, Suite 114

Franklin, TN 37067 Office: (615) 371-2299

Email: Kim@TouchstoneTitleTN.com Website: www.TouchstoneTitleTN.com

Our number one goal is to ensure that you are satisfied with our services. If you have any questions or concerns on this closing, or have suggestions on how we can make your next interaction with us even better, please e-mail me.

NOTICE: YOU ARE NOT AUTHORIZED TO FORWARD THIS EMAIL TO ANYONE. This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly pro waive the attorney-client privilege, the attorney work-product doctrine, or any proprietary rights in the information contain have received this message in error, please notify the sender immediately by telephone (615-371-2299) or by electronic mai delete this message and all copies and backups thereof. Thank you.



31.1 TENANCY BY THE ENTIRETY

When real property is acquired by individuals who are <u>husband</u> and <u>wife</u> at the time of the conveyance, then title is jointly held as an indivisible whole with right of survivorship unless the granting instrument expressly states that title is not to be held as a <u>Tenancy by the Entirety</u>. Upon divorce, a <u>Tenancy by the Entirety</u> is destroyed and absent some decree by the Divorce Court, the interest of the former spouses is converted into a <u>Tenancy in</u> Common with <u>each owning a one-half interest</u>.

31.2 TENANTS IN COMMON

When real property is acquired by two or more individuals who are not married at the time of the conveyance, or a Tenancy by the Entirety is destroyed through a divorce, title is held as Tenants in Common. In cases where the property is owned by Tenants in Common, each owner has a certain defined share in the property. Unless the instrument states otherwise, when there are two owners, each will automatically be presumed to own one-half each; if three, a third each, and so on. However, the shares between Tenants in Common do not need to be equal. The parties can decide what share of the property belongs to each owner. For example, if two individuals named Sam and Mark buy a property together, but if Sam contributes more to the purchase price than Mark, this could be reflected in the respective shares each acquires in the property. The deed into these individuals could state that Sam receives 70% interest in the property and Mark is entitled to 30%. The important point is that each of the Tenants in Common owners always owns his or her share of the property, and is only entitled to that same percentage of the sale proceeds. For example, if Sam dies, then his share of the property will be administrated as part of Sam's estate. Mark will continue to own his 30% after Sam's death. Unlike in a Joint Tenancy with a Right of Survivorship, it does not automatically pass to Mark.

When property is held as Tenants in Common, each of the individuals have a right to enter the common estate and take possession of the whole, subject to the equal right of the co-tenants to share in possession of the whole; and one co tenant's occupation or possession of the property can never be deemed adverse to the other co-tenants.

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Page 324







STATE OF TENNESSEE COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS

GREATER, FOR THIS TRANSPER IS \$350,000.00

Subscribed and sworn

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 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 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.



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.

My Commission Expires: 9/3/2012

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



Book 5313 Page 454

BK/PG:5313/452-454 11015616

Certificate of Authenticity

1101	5010	
3 PGS : DEED		
KAREN OWENS 21472	24 - 11015616	
05/12/2011 - 02:16	5 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

I, <u>Kimberly Hollingshead</u>, 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 Jemessee

Personally appeared before me, The Undersquee, a notary public for this county and state, Kin Holling shero 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:___

PLAINTIFF'S EXHIBIT
D-2

PUBLIC





Williamson County Property Tax Notice

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

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

2019

Tax Receipt # Total Due
0028996 \$0.00

Taxes are due by 02/28/2020

Property Address

Sunnyside Dr 1986

INDICATE ADDRESS CHANGE ON REVERSE SIDE

OR CURRENT RESIDENT

Fenton Jeffrey R Fenton Fawn

1986 Sunnyside Dr

Karen Paris, TRUSTEE 1320 W Main St. Suite 203

FRANKLIN TN 37064

Brentwood, TN 370270000

Williamson County Property Tax Notice

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

 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, 2020.

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

Williamson County Trustee 1320 W Main St Suite 203 Franklin, TN 37064 (615) 790-5709 Office Hours:

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

2019

	20	19		
Tax Receipt # Total Due				
002899	96		\$0.00	
P	roperty	Addres	SS	
Sur	nysid	e Dr 1	986	
	Classif	ication		
F	Real P		У	
	Subdi	vision		
Suni	nyside	Est S	ec 3	
Lot	Acı	es	EQ Factor	
0029	0.0	00	0.0000	
Add	litional	Descrip	tion	
Appraised v	alue		\$386,900	
Assessment			25%	
Assessed va	lue		\$96,725	
Interest			\$0.00	
County taxes \$2,147.00				
9th FSSD taxes \$0.00				
City taxes \$0.00				
Total due			\$0.00	
	P	EXI	HIBIT	



OUR AGENCY

PLAINTIFF'S EXHIBIT

Home » U.S. Trustee Program

RESOURCES CAREERS

rome " O.D. Trabloo 11051a.

SHARE 🏲

Region 8

ABOUT

General Information What's New

Regional Office

- ▶ Memphis, TN Office
- Nashville, TN Office
- Chattanooga, TN Office
- ▶ Lexington, KY Office
- ▶ Louisville, KY Office

UST - REGION 8

TOPICS

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

NEWS

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.



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. § 5.8.8) became effective. The Final Rule governs the filing of preconfirmation 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 3.41 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 3.41 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.



(901) 544-3251

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

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

U.S. Trustee Program

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Quick Links

- What's New
- Employment Opportunities
- Chapter 11 Quarterly Fees Schedule

U.S. Bankruptcy Courts



PLAINTIFF'S EXHIBIT

F-1

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)



. . .

PLAINTIFF'S

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

Mr. Fenton,

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 Exwife'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!

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 SPECIFICIALLY 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 CONPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is <u>ALL in the TIME-LINE</u>:

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!

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



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: (without deducting any sect	\$1,250.00 ured claims)	Assets Exempt: \$11,000.00
Total Distributions to Claimants:	\$3,028.98	Claims Discharged Without Payment: \$55,593.59 ATTORNEY STORY: -\$11,514.50
Total Expenses of Administration:	\$1,371.02	(SEE PAGE-4) \$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:

PLAINTIFF'S EXHIBIT

G

UST Form 101-7-TDR (10/1/2010) Case 3:19-bk-02693 Doc 136



	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	NA	\$1,371.02	\$1,371.02	\$1,371.02
Charges				
(from Exhibit 4)				
Prior Chapter				
Admin. Fees and	NA	\$0.00	\$0.00	\$0.00
Charges (from				
Exhibit 5)				
Priority				
Unsecured	\$0.00	\$0.00	\$0.00	\$0.00
Claims				
(From Exhibit 6)				
General Unsecured				
Claims (from	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98
Exhibit 7)				
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.

By: /s/ John C. McLemore Trustee Dated: 01/09/2021

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.

UST Form 101-7-TDR (10/1/2010) Case 3:19-bk-02693 Doc 136

 $https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf$

Entered 01/26/21 17:46: Filed 01/26/21 Document Page 2 of 8



EXHIBITS TO FINAL ACCOUNT

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN:	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 SE	CURED 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 ? CHARGES	7 ADMIN. FEES ANI) NA	\$1,371.02	\$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 CLA

UST Form 101-7-TDR (10/1/2010) Case 3:19-bk-02693 Doc 136

Filed 01/26/21 Entered 01/26/21 17:46: Document Page 3 of 8

PLAINTIFF'S EXHIBIT

G-2



NUMBE	R	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL I	PRIORITY UNSECU	RED CLAIMS	\$0.00	\$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 GE	ENERAL UNSECU	RED 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.: <u>19-02693-CW3-7</u>

Case Name: <u>FENTON, FAWN</u>

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:	\$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

PLAINTIFF'S EXHIBIT

G-4



FORM 1 INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT ASSET CASES

Page No: 2 Exhibit 8

Case No.: <u>19-02693-CW3-7</u>

Case Name: <u>FENTON, FAWN</u>

For the Period Ending: $\frac{1/9/2021}{}$

Trustee Name:
Date Filed (f) or Converted (c):

12/06/2019 (c)

John C. McLemore

§341(a) Meeting Date: Claims Bar Date: 01/06/2020 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, 700, 1778 who represe	07/07/2020 PC with Virginia Story 615 700 1778 who represents the Debter in her Williamson County Divorce (Judge Binklay)							

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.

05/27/2020Filed Mt to Allow/Disallow Claims.05/13/2020Email to Jodie Thresher re: claims.04/15/2020Fawn 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 Page No: 1 Exhibit 9

PORM

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
Case Name: FENTON FAWN

<u>FENTON, FAWN</u>
-41

Primary Taxpayer ID #: Co-Debtor Taxpayer ID #:

 For Period Beginning:
 4/26/2019

 For Period Ending:
 1/9/2021

Trustee Name: Bank Name: John C. McLemore

king Acct #:

Pinnacle Bank
*****0194

Checking Acct #:
Account Title:

Blanket bond (per case limit): \$720,000.00

Separate bond (if applicable):

For retion Enums. Separate bond (if appreciate).							
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. 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

TOTALS:	\$4,400.00	\$4,400.00
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 $\underline{02/03/2020}$ to $\underline{1/9/2021}$

 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:
Total Non-Compensable Disbursements:
Total Comp/Non Comp Disbursements:
Total Internal/Transfer Disbursements:

PLAINTIFF'S EXHIBIT

G-6

Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46:21 Desc Main Document Page 7 of 8



FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7 Case Name: FENTON, FAWN

-*41

Primary Taxpayer ID #: Co-Debtor Taxpayer ID #:

4/26/2019 For Period Beginning: 1/9/2021 For Period Ending:

Trustee Name: **Bank Name:**

John C. McLemore

Exhibit 9

Pinnacle Bank ******0194

Page No: 2

Checking Acct #: **Account Title:**

Blanket bond (per case limit):

\$720,000.00

Separate bond (if applicable):

	0				· • • /		
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 <u>4/26/2019</u> to <u>1/9/2021</u>

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
1	
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

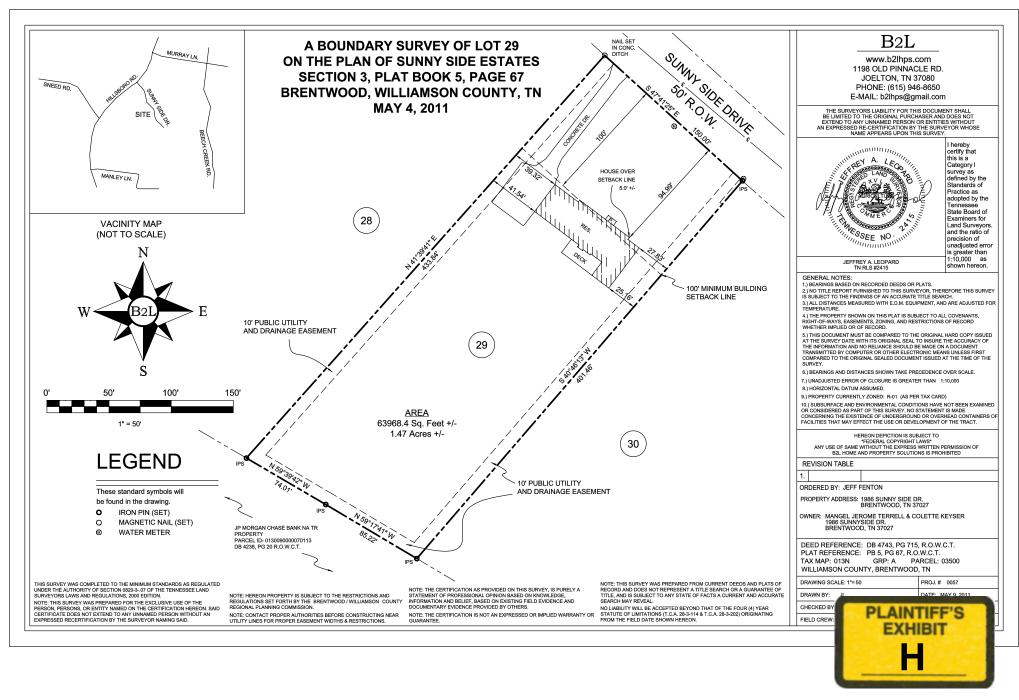
/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE



Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46:21 Desc Main Page 8 of 8 Document







Customer Info: Customer No: 1195 Fenton, Fawn 1986 Sunnyside Dr Brentwood, TN 37027 (615) 333-7377 Cell



Elite Roofing Company 1048 Jefferson Street Nashville, TN 37208 615-259-0774

Company Representative:
Andrew Klope
aklope@eliteroofingofnashville.com

HD Lifetime

Description	Quantity	Unit	Price	Total
Remove Tear off, haul and dispose of comp. existing shingles -	31.5	SQ	\$30.00	\$945.00
Replace GAF HD "Timberline Cool" color "Cool Barkwood" HD shingle rfg w/out felt	35	SQ	\$135.00	\$4,725.00
Replace GAF Deck Armor	4	SQ	\$213.00	\$852.00
Replace Starter shingles	258	LF	\$3.25	\$838.50
Replace Timbertex	267	LF	\$2.00	\$534.00
R & R Drip edge	260	LF	\$1.80	\$468.00
R & R Timbertex Continuous ridge vent, shingle-over style	45	LF	\$6.50	\$292.50
R & R Chimney Counter flashing, large, Copper	1	EA	\$650.00	\$650.00
R & R Flashing, pipe jack	6	EA	\$15.00	\$90.00
R & R Gaf Storm Guard Leak Barrier	1220	LF	\$2.50	\$3,050.00
Install Cricket 60" wide	1	sft	\$250.00	\$250.00
RR Install Insulation baffles	82	lft	\$8.00	\$656.00
Clean & Paint Clean and Paint Existing Eave Vents	30	pcs	\$15.00	\$450.00
R & R Sheathing, plywood, 5/8", treated	3150	SF	\$2.15	\$6,772.50
Solatube Brighten Up 160 ds installed Solatube Brighten Up 160 ds, installed	2	1	\$675.00	\$1,350.00
Attic Access Install Louisville Ladder 22.5"x54" Aluminum attic access ladder, 350# load, includes ladder and all labor	1		\$635.00	\$635.00
SYSTEM PLUS WARRANTY GAF SYSTEM PLUS LIFETIME WARRANTY. Covers your entire roof system Non - prorated coverage up to 50 Years Cost of installation	1	EA	\$70.00	\$70.00
labor included up to lifetime. Install Vents Install GAF Green Machine Dual Power	3		\$590.00	\$1,770.00
Solar-Electric Vents Install Vents Install GAF Green Machine Solar Powered Vent	1		\$485.00	\$485.00
Paint Vents Paint Solar vents to match roof	4		\$60.00	\$240.00

Total for all sections: 25,123.50

Estimate Total: **\$25,123.50**

Note: Due to the change in costs to material this proposal is good for 30-days only

ACCEPTANCE OF THIS PROPOSAL: I have read this document thoroughly and find the above or attached prices and specification satisfactory. I recognize this as a legal binding contract, and I agree to pay the contract price in full on completion of the job as described unless other terms are stated. If payment is not made within time prescribed, I further agree to pay all collections cost and/ or expenses including attorney's fee. I affirm each and every term and fully expect the parties to this contract to abide by the terms here including attorney's fee.

Pay Schedule: Fifty percent (50%) is due to begin work, and the balance is due upon completion of the job. The final payment must be received within ten (10) business days of the acceptance of the certificate of payment is not received within this period, an interest charge of one percent (1%) of the completion of the job. The final payment is not received within this period, an interest charge of one percent (1%) of the completion of the job. The final payment is not received within this period, an interest charge of one percent (1%) of the completion of the job. The final payment is not received within this period, an interest charge of one percent (1%) of the completion of the job. The final payment is not received within this period, an interest charge of one percent (1%) of the completion of the job.

added to the final invoice amount.

Insufficient Funds: Any customer who has a check returned for insufficient funds will be respo in addition to a service charge of \$20.00. The fees and service charge will be added to the our EXHIBIT

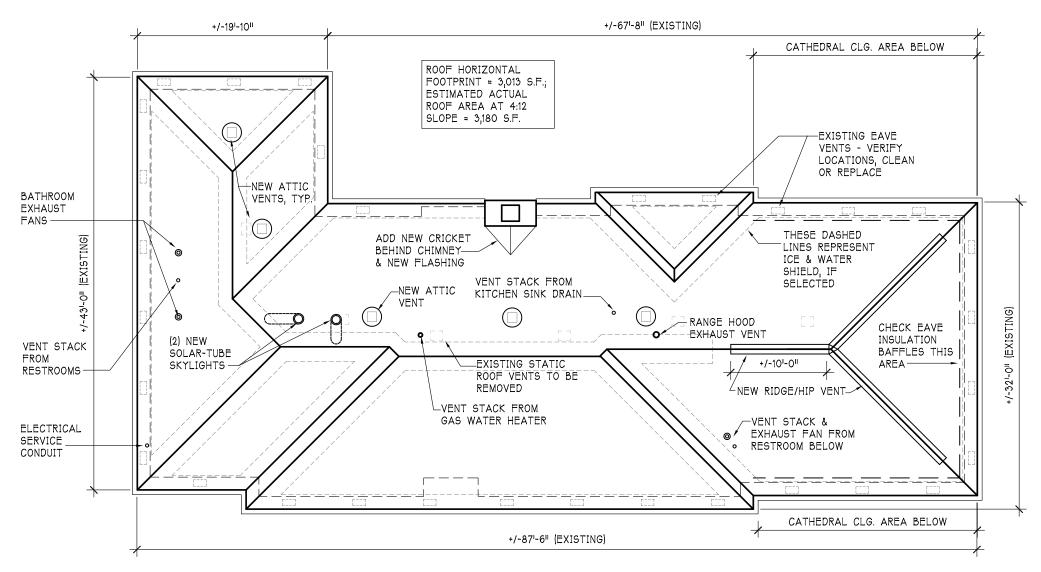


Re-Roof Material Specifications for 1986 Sunnyside Drive, Brentwood:

- 1.) 1.) Energy-Star Lifetime Warranty shingles:
 - Certainteed "Landmark Solaris", Energy Star color "Dusky Clay"
- 2.) Underlayment:
 - Teclar "Tuffguard"
- 3.) Ridge / Hip / Valley membrane flashing:
 - Grace Ice & Water Shield
- 4.) Add cricket at back of chimney sloped plywood, shingle over.
- 5.) New copper roof-to-wall flashing at chimney (approx. 60"x30") tuck-pointed
- 6.) Ridge vents:
 - Air Vent Inc. "Hip-Ridge Vent", 12" wide 45 linear feet
- 7.) Attic vents:
 - a. GAF "Master Flow Green Machine" Solar Powered Roof Vent Quantity: 1
 - b. GAF "Master Flow Green Machine" Dual-Powered Roof Vent Quantity: 3
- 8.) Clean existing eave vents or replace as necessary to ensure optimum air flow: paint any new vents to match existing color
 - 16"x8" louvered vents, quantity approx. 30
- 9.) New drip edge flashing around perimeter into gutters
 - a. Preferred: Copper (please price)
 - b. Alternate: Aluminum (please price)
- 10.) Replace all existing roof deck with new 5/8" pressure-treated plywood.
- 11.) Around eave line of bonus room cathedral ceiling install insulation baffles in each rafter space to ensure ventilation flow above batts under deck.
- 12.) Add plastic sheet in attic at bonus room wall to separate ridge-vented attic area from power-vented attic area (approx 25 sq.ft. staple plastic sheet to existing framing)
- 13.) Tube Skylights:
 - Solatube "Brighten-Up" model 160DS, 10-inch, with Natural Effect lens, and pitched flashing and flashing insulator. Need 2 elbows each, and extension tubes. Quantity: 2
- 14.) Add attic access ladder in interior hallway ceiling:
 - Louisville Ladder 22.5"x54" for 7' to 8'-9" height 350lb load Model AS229GS

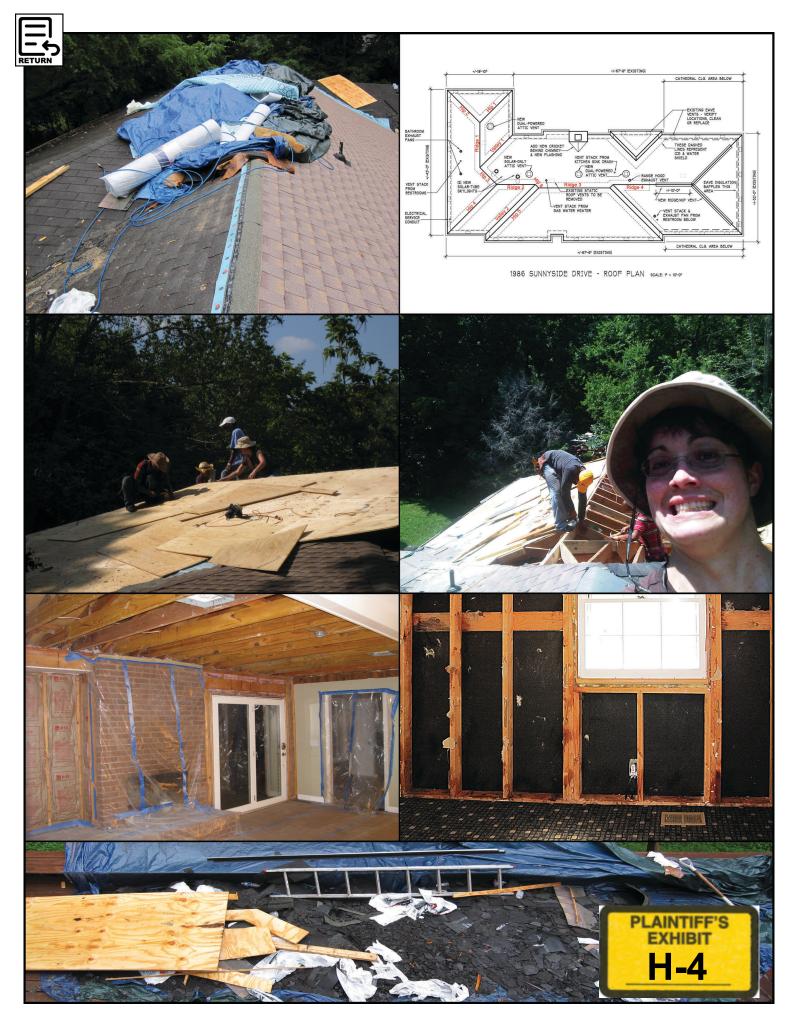




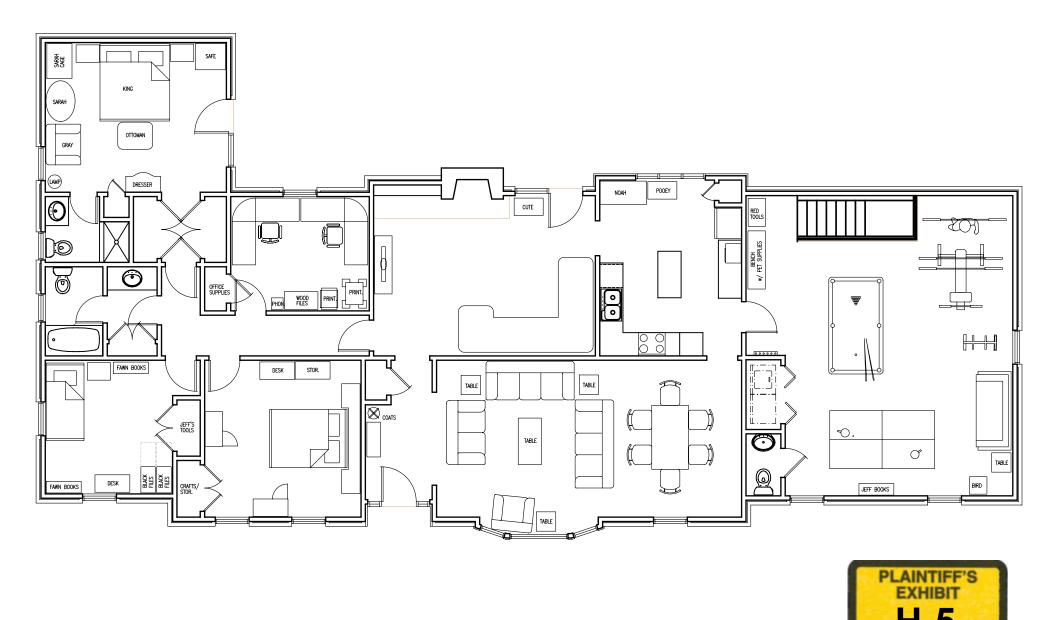


1986 SUNNYSIDE DRIVE - ROOF PLAN SCALE: 1" = 10'-0"













October 3, 2011

PHASE I

Attn: Jeff Fenton 615-837-1301 jeff@fentonmail.com

Re: Proposed Job Scope for 1986 Sunnyside Drive Brentwood, TN 37027

JOB SCOPE AND CONTRACT WITH ACCEPTED TERMS AND LIMITIATIONS

This is a proposed job scope for the property located at 1986 Sunnyside Drive, Brentwood, TN 37027. This scope is based on the limited investigation preformed by Donald Knarr of Groove Mold Remediation Services on Monday, April 11, 2011. Heavy to Sporadic mold growth was observed from one end of crawlspace to the other. At this time the types and quantities of mold are not known.

It is the suggestion of Groove Mold that the following crawlspace cleaning service conducted:

- 1. I see a potential problem with your drainage. I would contact Scott Walter with Vintage (838-0015)
- 2. I see a potential problem with you HVAC ductwork. I would contact Larry Claud with Innovative Heating and Air (708-7755)
- 3. A vortex fan will be put in the crawlspace during the cleaning process and vented to the outside.
- 4. All insulation is to be bagged and removed from the crawlspace.
- 5. The infected area in the crawlspace will be cleaned by the following method;
 - a. Hand Sanding Wire Brushing
 - b. HEPA Vacuuming
 - c. wet wiping with Penta 900-P
 - d. HEPA Vacuuming
- 6. Independent mold inspector should inspect work and do post testing to confirm that crawlspace is clean. Customer's responsibility

This scope of work is expressly limited to the items listed below. Furthermore, a work authorization will accompany this scope and be an integral part of this agreement. Groove must have all of the documentation signed and approved before work will begin. Work will proceed in a timely manner.

Time

- Crawlspace cleaning will be completed in 3 days,
- A start date will be given when this scope is approved
- Groove must be granted full access to the site during normal working hours
- Additional work beyond the scope of work may add substantial time and cost to

PLAINTIFF'S EXHIBIT
H-6

2964 Sidco Drive, Suite 110 Nashville, TN 37204 P.615.292.1444 F.615.29



Limitations

- Scope is only for listed work and valid for 30 days from the date printed on the top of the first page.
- Any change in work must be in writing prior to work being done
- Duct system is not included. A cleaning of the system is recommended. A thorough inspection of the ductwork should be conducted to make sure that the lines are properly connected and sealed.
- Any hidden items not visible at the time of the quote will be charged an amount in accordance with our standard rate schedule
- Due to the age of the HVAC ductwork, the HVAC will need to be shut down during remediation
- Due to nature of the job, Groove Mold can not be held accountable for any damage to any wiring or plumbing during the remediation process. All precautions will be taken to minimize any damages from occurring but Groove Mold will not be held responsible for any damages or cost that come from any damage that is occurred to wiring or plumbing while doing remediation work in the crawlspace.

Payment

- A deposit of \$ 1,400 is due at signing
- Groove Mold does except credit cards with a 2% increase in final pricing.
- The remaining balance will be due immediately following the post-remediation sampling (if conducted)and mold levels have been returned to acceptable levels
- Additional work is to be performed under the original work authorization

Goal

To create an environment that is less conducive for mold growth (excluding any unforeseeable moisture or water intrusions, i.e., extensive Relative Humidity, pipe breaks, or acts of God).

By eliminating excessive moisture in the crawlspace through a proper moisture barrier and proper crawlspace ventilation, we will be creating an environment that is less conducive for mold growth. Since mold in ubiquitous it is impossible to eliminate mold completely. Creating an environment that is dry with proper airflow and ventilation is paramount to preventing future mold growth within a structure. Customer understands that when trying to prevent mold in the crawlspace there is no one single product or machine that can do this. It is a well balanced attack of preventing water evaporation from occurring, controlling excessively high relative humidity and establishing proper airflow that will keep the crawlspace dry and in essence starves the mold and prevents it from growing.

Price

Insulation Removal and Disposal (1,825 square feet x \$0.35) \$ 638.75 Crawlspace Cleaning (1,825 square feet x \$1.75) \$3,193.75

PLAINTIFF'S EXHIBIT
H-7



In signing I, having the legal right and/or ability to contract work for, 1986 Sunnybrook Drive, Brentwood, TN 37027 and agree to the above described work to be completed.

(Printed Name) (Signature) (Date)

Justin Kreutar (Date)

(Groove Representative) (Signature) (Date)

Page 3 of 3





GPH Electric, Inc. 1538 Richlawn Drive Brentwood, TN 37027



Bill To				Date			Invoice #			
Fenton / Jeff 1986 Sunnyside Driv Brentwood	⁄e			9/16/2011 2024						
Tennessee 37027					Job Location					
P.O. No. Terms Project										
Quantity Description					Rate			Amount		
	1 Supply and install line Cutler hamer main outdoor rain	type CH &	a 200amp r	ate	ed feed through		2	,350.00		2,350.00
	1 Permit							100.00		100.00
	1 200amp rated sur telephone	rge protecto	r for power,	,ca	ble and	,		295.00		295.00
	1 Change out the fee	eder wire to	4/0 200 an	np	95'			900.00		900.00
	1986 Sunny Side l county37027							0.00		0.00
	Computer Sales T	Pau G	d in	,	Jæll			9.25%		0.00
PLAINTIFF EXHIBIT	'S					Total				\$3,645.00
H-10								ini ilitat ette uur en inne tanut gang		





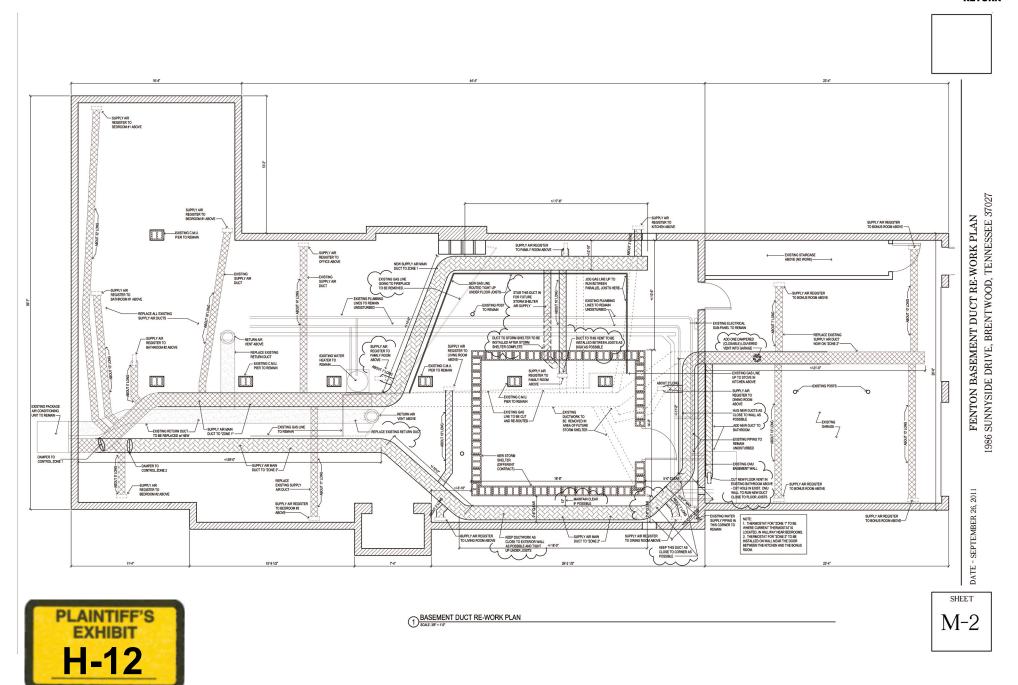
Proposal

1854 BAKER ROAD GOODLETTSVILLE, TN. 37072 708-7755

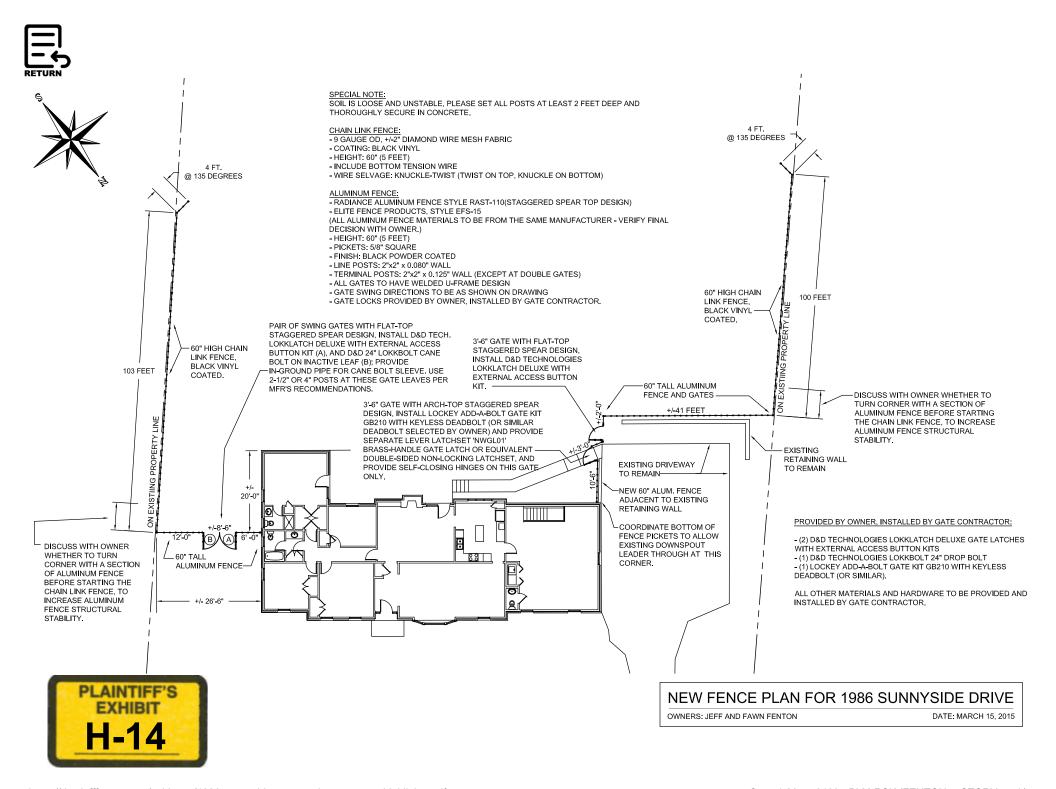
SUBMITTED TO:	Date: 10/12/11
Name: JEFF FENTON	Job Name: GREENSPEED INFINITY
Address: 1986 SUNNYSIDE DR	Address: 1986 SUNNYSIDE DR- 37027
City, State, Zip: BRENTWOOD, TN 37027	Phone No.: 837-1301
We hereby submit specifications and estimates for:	
INSTALL CARRIER 4 TON INFINITY 25VNA048A0	03 / FE4ANB006T00 18.3 SEER / 12.5 HSPF
GREENSPEED HEAT PUMP SYSTEM WITH 3 ZO	NES.
MAIN FLOOR AREA, CRAWLSPACE, AND BONU	S ROOM AND GARAGE, WITH GARAGE HAVING
INDEPENDENT DAMPER CONTROLLED BY ON /	OFF SWITCH. PROPOSAL ALSO INCLUDES
NEW DUCT SYSTEM, ALL PIPING AND CONTRO	L WIRING AND INFINITY CONTROLS.
ELECTRICAIN TO PROVIDE CIRCUIT FOR 15 KW	/ FAN/COIL & RECEPTACAL & LIGHT.
ALSO INCLUDES CARRRIER GAPABXCC2420 AI	R PURIFIER & UVLCC2LP1020 DUAL UV LIGHT.
ONE YEAR WARRANTY ON LABOR	
TEN YEAR WARRANTY ON PARTS AND COMPR	ESSORS
We hereby propose to furnish labor and materials - complete in accorda	ance with the above specifications, for the sum of:
TWENTY SIX THOUSAND ONE HUNDRED EIGHTY & C	00/100 dollars (\$26,180.00)
with payment to be made as follows: ON COMPLETION	
All material is guaranteed to be as specified. All work to be completed in deviation from above specifications involving extra costs, will be execut above the estimate. All agreements contingent upon strikes, accidents an eccessary insurance. Our workers are fully covered by Workmen's Continuous and the continuous continuous accidents of the continuous continuo	or delays beyond our control. Owner to carry fire, tornado and other
Authorized Signature:	LARRY CLAUD
NOTE: This proposal may be withdraw	wn by us if not accepted withii 30 Days
Acceptance	of Proposal
The above prices, specification and conditions are satisfactory and are Payment will be made as outlined above.	hereby accepted. You are authorized to do the work as specified.
Accepted: Signature:	
PLAINTIFF'S Signature:	A D. A

or











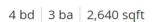




Street View







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

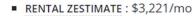
Local tax assessments

\$767,843

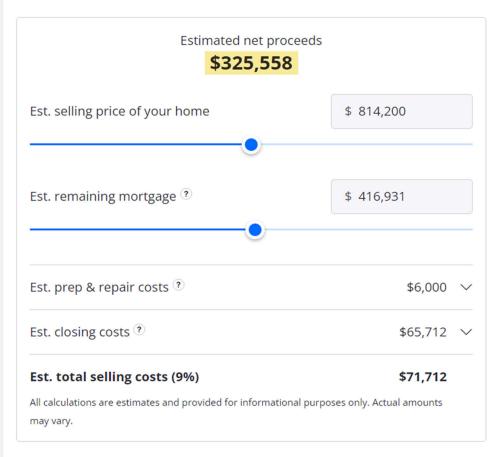
Local Home Values • 1 year 5 years 10 years

— This home -- \$800K

\$600K \$500K \$400K Jan 2014 Jan 2016 Jan 2018 Jan 2020



Close ^











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



1969 Sunny Side Dr

\$820,000

Sold 8 months ago

3 beds 3 baths

2598 sqft

\$316 / sqft

MLS ID #2250642, Vivian Armstrong, 615-815-9132, 615-



2 2011 Sunny Side Dr

\$720,000

3 2011

\$720,00

Sold

4 beds

3 baths

3429 sqf

\$210 / so

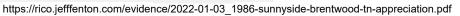
Sold 12 months ago

4 beds

3 baths 3429 sqft

\$210 / sqft

MLS ID #2202892, Rachel Barry Stinson, 615-397-4307, 615-200-

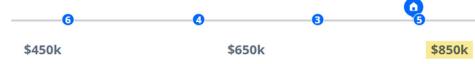






Comparative value

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

* Central



P 5 Parking spaces



4 1.05 Acres



Interior details

Bedrooms and bathrooms

Forced air, electric

Bedrooms: 4 Bathrooms: 3 Full bathrooms: 2 1/2 bathrooms: 1

Appliances

Cooling

Appliances included: Dishwasher, Garbage disposal, Microwave, Range /

Edit

Oven

BasementBasement: Unfinished

Flooring

Other interior features

Cooling features: Central

Total interior livable area: 2,640 sqft Fireplace: Yes



riooring

Flooring: Hardwood

Heating

Heating features: Forced air, Electric

















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.

Property details

Parking

Total spaces: 5

Parking features: Garage - Attached,

Off-street, Covered

Property

Exterior features: Shingle, Brick,

Cement / Concrete

View description: Park, Mountain

Construction details

Type and style

Home type: SingleFamily

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 Contract Listing Ty

Lot

Lot size: 1.05 Acres

Other property information

Parcel number: 094013JA03500

Report Generated on January 3rd, 2022

Condition

Year built: 1977

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 EXHIBIT

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 hist	ory		Auction Investor Resold 4-Months Late			
Date	Event	Price	On the Mar	ket for a \$200,000 Profit!		
2/18/2020 Source: Publi	Sold c Record Report	\$540,000	(-10%)	\$205/sqft		
1/13/2020 Source: Benc	Price change hmark Realty, LLC Repo	\$599,990 rt) (-3.2%)	\$227/sqft		
12/27/2019 Source: Benc	Price change hmark Realty, LLC Repo	\$619,900 rt) (-3.1%)	\$235/sqft		
12/5/2019 Source: Benc	Listed for sale hmark Realty, LLC Repo	At Read to Care In the) (+97.3%)	\$242/sqft		
10/30/2019	Sold	\$324,359	<mark>(</mark> -7.3%)	\$123/sqft		
<mark>5/12/2011</mark> Source: Publi	Sold c Record Report		Initial Purcha	\$133/sqft		
4/22/2011 Source: Zeitli	Listing removed n & Co., Realtors Report	\$360,000		ents for Health & Safety! \$136/sqft		
	Listed for sale n & Co., Realtors Report) (+42.3%)	\$136/sqft		
7/13/2005	Sold	\$253,000) (+11%)	\$96/sqft		

Public tax history

8/10/1998

Source: Public Record Report

Sold Source: Public Record Report

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, PLAINTIFF'S
2013		\$78, EXHIBIT
2012		\$78, -4 .
2011		\$78, 173 (123.370)

\$228,000

Report Generated on January 3rd, 2022

\$86/sqft



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



MLS ID #2103371

Nearby schools in Brentwood

Elementary: Grassland Elementary Middle: Grassland Middle School High: Franklin High School

GreatSchools rating

Grassland ElementaryGrades: K-5 Distance: 0.8 mi

Grassland Middle SchoolGrades: 6-8 Distance: 0.9 mi

9/10 Franklin High School
Grades: 8-12 Distance: 5 mi



Report Generated on January 3rd, 2022



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

	211 I ICA (IEDI)		71119 000 100
FAWN FENTON,)		2019 OCT 10 AM 9: 56
Plaintiff/Wife,)	F	ILED FOR ELTRY 10-14-19
vs.	ý	No. 48419B	
JEFFREY RYAN FENTON,)		
Defendant/Husband.)	C(1)	
	ORDER	90	

This matter came on to be <u>heard on the 10th day of October, 2019</u> before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon <u>Wife's Motion to Sell Remaining Contents of Marital Residence</u>. It appearing to the Court <u>based upon statements of counsel and the record as a whole</u> that the following shall be the Order of this Court.

It is therefore **ORDERED**, **ADJUDGED** and **DECREED** that Husband came to the home **COULD** during the week of October 7, 2019 with a U-Haul truck and removed the items that he 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 2019.

PLAINTIFF'S EXHIBIT

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), viscously 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!



APPROVED FOR ENTRY:

VIRGINIA LEE STORY; BPR #11700

Attorney for Wife 136 Fourth Avenue South Franklin, TN 37064 (615) 790-1778 virginia@tnlaw.org MICHAEL W. BINKLEY, JUDGE

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 iceburg!

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 ______ day of October, 2019.

PLAINTIFF'S EXHIBIT

J-1

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!



LEASE AGREEMENT

FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

1.	PARTIES	This Lease Agreement is entered into this 26th, day of MARCH, 2019
		between LANDLORD, Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 3702
		and TENANT,
		in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee

LEASED PROPERTY

LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.)

3. EXCLUSIONS

Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence being excluded from the LEASED PROPERTY:

- Master Bedroom and Bathroom
- Office
- Attic
- Crawl Space
- Most of the Garage (minimal storage is allowed Tenants on one side)

Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis.

4. OCCUPANTS

As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together.

5.	LEASE TERM	The initial	Term of this Le	ase shall	I commence at 7:00 am on _	3	26	201	9 for the	term
		of 12	_ months and _	6	days, and shall end at 7:00	am on		4/1/	2020	

RENT

During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the amount of How per + Fifty Dollars (\$ 750.00) per month on or before the first (1st) of each month, by check, money order, electronic transfer, or other traceable means (no cash please). In the event that the first day of the Lease Term is other than the first (1st) of the month, the first month's Rent shall be determined on a pro rata basis.

7. SECURITY DEPOSIT

The TENANT shall pay a Security Deposit of 250. . . , on or before the first day of the Lease Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property.

The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property:

- A. The full term of the Lease Agreement must be satisfied.
- B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.
- C. No damage has been done to the Leased Property beyond expected normal wear and tear.
- The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.
- E. No holes, burns, or stains are found on the carpeting or flooring.
- F. No unpaid Rents or damage charges are outstanding.

The Landlord shall make a final walk-through of the Tenant's bedroom, with the Tenant present to witness, pointing out and itemizing in writing any damage found, and deemed by Landlord to be beyond normal wear and tear. Should such damage be found, Landlord will have a period of one week to calculate the costs of the repair, or to get estimates as the case may be, and to release the remainder of the Security Deposit back to the Tenant, while explaining the cost of the damages. If no damage is found by the Landlord during this final walk-through, Landlord shall provide Tenant with a check for the full amount of the Security Deposit, right then and there, without delay.

8. WILDLIFE



Wildlife shall be protected and cared for on this property, except for insects. Anyone intentionally harassing, scaring, or harming wildlife on or around this property, will be in express violation of this Lease Agreement, and may at the LANDLORD'S discretion have their Lease Agreement terminated, while forfeiting their Security Deposit to LANDLORD.

The LANDLORD is responsible for paying the electric, water, trash removal, and Internet service provided to the property, as long as the TENANT does not reduce the temperature settings on the HVAC below 70 degrees or cause any significant increases in the costs of said utilities provided.

LEASE AGREEMENT (Page 1 of 4) Rev. 3/25/2019

https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf

TENANT'S INITIALS: CM



This property uses an old SEPTIC SYSTEM, rather than city sewer. As a result, this system must be properly cared for, to continue working. In general, NOTHING should get flushed down the toilets except for that which your body naturally excretes and toilet paper. "Courtesy flushes" are encouraged, to prevent clogging.

Specifically prevented items, from being flushed down the toilet, include:

Paper towels, condoms, sanitary napkins, pads, and tampons. Any wrappers or other refuge. Of particular concern, which has caused problems in the past, are the SANITARY WIPES, whether medicated or otherwise, even if they claim to be biodegradable or "septic safe", please NEVER flush these products down the toilet. Please also educate your guest about this concern, since this house has been without a working septic system for a week before and using a porta-potty while not being able to shower for a week, is no fun! On the same note, if the field lines of the septic system get clogged, I've been told that they can't realistically be "fixed" without being replaced, and that work would cost upwards of \$15,000! I can't even imagine how LONG such a project would take, so please show a little respect and care for our septic system. Whenever it is treated right, then it works right, but when not, it gets really ugly, really quickly. (Any of the forbidden items, should be wrapped in toilet paper and deposited in the trash. Another solution which has worked in the past, is placing the items inside of pet waste disposal bags, and then putting them in the trash.)

10. PERSONAL PRIVACY & PEACEFUL ENJOYMENT

TENANTS shall be entitled to their own Personal Privacy & Peaceful Enjoyment of the Leased Property. Neither the TENANTS, the Landlord, nor the Landlord's agents or assigns, shall use the Leased Property or behave in such a way as to create a nuisance, annoy, disturb, inconvenience, or interfere with the Peaceful Enjoyment of others at the property, or any nearby resident. TENANTS shall obey all Federal, State, and Local laws. If law enforcement is called to the Leased Property due to the unlawful conduct or activities of any TENANT or their guests, that TENANT shall be considered in Default of this Lease Agreement. Should there be any concern of a domestic disturbance, abuse, violence, drugs, property damage, or similar condition placing the household at risk, then TENANT will need to find other lodging within 24 hours (if they can remain calm and non-threatening throughout that period). In such a case, TENANT would forfeit any pre-paid rents, in addition to their security deposit, for being in default. If the TENANT is unable to calm down or continues to present a credible risk to the property and/or its inhabitants, then the TENANT will need to leave the property immediately, as the lock codes shall be changed, to prevent further access. If deemed necessary, for the purpose of protecting the property and its occupants, the Sheriff's Department will be asked to escort the Tenant, who is in default, from the Leased Property. Under such extreme circumstances, TENANT shall not be allowed to return to the property, to retrieve their personal possessions, without the Sherriff's Department being present, to supervise and ensure TENANT'S peaceful and safe transition out of this property. Again, no funds shall be refunded or returned to the TENANT, after such a traumatic and disruptive incidence.

- 11. SUBLEASE
- The TENANT shall not have the right to pledge or assign his leasehold interest or to sublet the Leased Property or any part thereof.
- 12. TENANT'S PERSONAL PROPERTY

All of the TENANT'S personal property on the Leased Property shall be at risk of the TENANT only, and the LANDLORD shall not be liable for any damage thereto or theft thereof. The LANDLORD shall not provide any insurance to cover the TENANT'S personal property – the burden of such insurance lies entirely with the TENANT. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE ADEQUATE RENTERS INSURANCE TO PROTECT THE TENANT'S PERSONAL PROPERTY.

13. INDEMNI-FICATION TENANT expressly releases the LANDLORD from any and all liability for any damages or injury to the TENANT, their guests, or any other person, or to any property, occurring on or near the Leased Property, unless such damage is the direct result of obviously reckless negligence or an unlawful act of the LANDLORD or their agents.

14. REPAIRS AND REIMBURSE-MENT The Tenant agrees to notify the Landlord and an appropriate representative or agency should the Landlord be unavailable at the time, of the following items immediately upon discovery: fire; gas leaks; electrical shorts; wind or storm damage; burglary, vandalism or other criminal activity on or near the Leased Property; water leaks; plumbing stoppages, heating or air conditioning malfunctions; and major appliance malfunctions. For any damages or malfunctions that occur as a result of the conduct or negligence of the Tenant or the Tenant's guests, the Tenant shall be responsible for all costs of repairs and agrees to pay these damages to the Landlord immediately upon request. The Landlord shall be given reasonable time to arrange for repairs, considering the nature of the problem and availability of repair services and parts for that item.

15. RIGHT OF ACCESS

The bedrooms for both the Landlord and the Tenants, are to remain their private personal spaces, without intrusion for any reason. The ONLY exceptions being if there is an immediate legitimate threat to either property or life, or if the Tenant is suspected to have experienced a medical emergency or to have possibly deceased.

16. MOVE-OUT

When moving out, the Tenant agrees to surrender the Leased Property to the Landlord in the same condition as when the Tenant first moved-in, normal wear excepted. "Normal wear" means that which occurs day-to-day without negligence, carelessness, accident, or abuse. Tenant agrees that normal and reasonable wear does NOT include that caused by pets and that the Landlord's judgment shall be the sole factor determining any damage.



TENANT'S INITIALS: _____

17. NOTICE

Service of all notices to the Tenant shall be mailed or delivered to the Tenant at the Leased Property.

Service of all notices to the Landlord, and payment of all Rents, shall be mailed to:

Jeff Fenton P.O. Box 159200 Nashville, TN 37215

Correspondence mailed by the Tenant but not received by the Landlord shall not be considered.

Additional contact information for the Landlord:

Mobile Phone: (615) 837-1301 (Voice & Text Accepted)

Email:

Especially in the case of maintenance issues or other possible emergencies, the Tenant must try every available means to contact the Landlord and leave messages if the Landlord is unavailable. Phone calls, emails, and other non-written communication between both parties shall be honest and considered in good faith but shall not be contractually binding.

18. CASUALTY

If the Leased Property is damaged or destroyed by fire, water, lightning, or other disasters that are in no way attributable to acts of the Tenant or the Tenant's occupants or guests to an extent that use of the Leased Property is severely impaired, the Tenant may immediately vacate the Leased Property and shall notify the Landlord, in writing and within fourteen (14) days, of the intent to terminate this Lease Agreement. Upon acceptance of this termination due to Casualty, the Landlord shall return all Security Deposits to the Tenant, and prepaid Rent for that month shall be pro-rated to the date of the Casualty and the remainder returned. Landlord shall not have the common areas of the home remodeled, or any construction performed which may interfere with the Tenant's Personal Privacy & Peaceful Enjoyment of the Leased Property, without first obtaining the written consent of both Tenants to perform such work.

19. SALE

If the Landlord sells this property, or places it up for sale, whether voluntarily or by court order, or in any way the ownership of this property or rights to sell this property are conveyed to another party, whether by foreclosure or other legal process, during the term of Tenancy per this Agreement, the assuming, owning, or controlling party, and their agents/assigns must continue to comply in-full with the terms of this Lease Agreement, until such a time as the term of this Lease has been fulfilled, and the Tenant has been given proper legal notice of any changes desired by the new owners, or to vacate the Leased Property, with plenty of time to find a comparable rental, in both cost and location, as well as to make that move smoothly, without any abrupt disturbances, to their life.

Landlord herein promises and assures Tenant, that under absolutely NO circumstances, will the Tenant be requested or required to move-out, without receiving at the very least, 90-Days of written notice in advance, of such a request or demand. This is the absolute legal minimum required by both Tennessee law and Federal laws, which the Tenant can take security in, despite any other instability in the marital status between the property owners.

20. DEFAULT

Written notice of nonpayment of Rent by Landlord is hereby waived. In the event that Rent is not paid within SEVEN DAYS of the due date, Landlord may terminate this Lease Agreement immediately and proceed with a detainer action for possession of the Leased Property.

Abandonment by Tenant is considered a default under the terms of this Lease Agreement.

21. LEGAL FEES & COLLECTIONS

Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in any action for breach of this Lease Agreement or failure to pay Rent or other monies due, provided the judgment is in the Landlord's favor. Alternately, Landlord agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Tenant incurs in any action for breach of this Lease Agreement by Landlord, for failure to honor or complete the full-term of this Lease, or for opening/entering the Tenant's bedroom for any reason without Tenant's prior permission in writing, on a case-by-case basis. Both Landlord and Tenant reserve the right, to turn any delinquent debts owed to themselves, by the other party, over to a Collection Agency or other such organization which may adversely affect the debtor's credit rating and ability to qualify for credit in the future.

22. NO WAIVER

Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease Agreement shall not operate as a waiver of any such Lease Agreement provision or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease Agreement may be waived by Landlord unless such waiver is in writing and signed by

23. SAVINGS CLAUSE

If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.

LEAD BASED



Housing built before 1978 may contain lead-based paint. This property was built in 1977 so it could contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the building. In compliance with Federal guidelines, Landlord has provided to Tenant a printed copy of the EPA pamphlet "Protect Your Family From Lead In Your Home", which Tenant herein acknowledges receipt of. Additional copies are available online at http://www.hud.gov.

LEASE AGREEMENT (Page 3 of 4) Rev. 3/25/2019

https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf

TENANT'S INITIALS: CW



PERSONAL INTEREST DISCLOSURE Tenant has been advised that Landlord is the OWNER of this property, and is also a LICENSED real estate professional in the State of Tennessee (license is currently in "retirement" status), acting on his own behalf and in his own best interests, to manage and rent this property. Landlord is NOT assuming any agency relationship with the Tenant.

THIS IS A LEGALLY BINDING CONTRACT. (Please seek legal counsel before signing, if you don't fully understand.)

TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS "LEASE AGREEMENT". NO ORAL AGREEMENTS HAVE BEEN MADE WHICH CONFLICT WITH THE CONTENTS HEREIN. TENANT UNDERSTANDS THAT ALL PROVISIONS OF THIS LEASE AGREEMENT ARE MADE FOR THE PURPOSE OF PROTECTING THE LEASED PROPERTY AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS, BOTH LANDLOD AND TENANT, LEGALLY AGREE AND AFIRM, BY SIGNING BELOW, THAT THEY WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT, HEREIN STATED.

Jeffrey R. Fenton

LANDLORD

LANDLOPO

ENANT (Print Name)

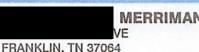
TENANT SIGNATURE

3/26/2019 BINDING AGREEMENT DATE

TENANT'S INITIALS:







3/26/19

1338

87-0863/0640

PAY TO THE JEST FENTOW

TWO HUNDRED FIFTY + NO 100

DOLLARS



DEPOSIT FOR LEASE AT FOR 1986 SUNDY SIDE DRIVE

::O6400B

Harland Clarke





FRANKLIN, TN 37064

3/26/19

1341

87-0863/0640

PAY TO THE JEFF FENTON

THREE HUNDRED & NO

\$ 30000



615-744-3700 www.pnfp.com

FOR PARTIAL RENT

1:06400A

Harland Clarke



MERRIMAN

FRANKLIN, TN 37064

4/1/19

1343 87-0863/0640

PAY TO THE ORDER OF_

JEFF FENTON

\$ 45000

FOUR HUNDRED FIFTY &

DOLLARS



GUT BALANCE





Account:

360 Savings ... 5604

Available Amount:

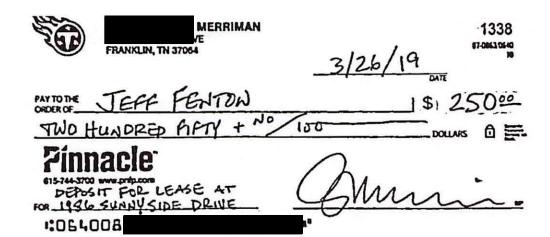
\$250.00

Check Amount:

\$250.00

Deposit Date:

Tuesday, March 26, 2019











Account:

360 Checking ...5855

Available Amount:

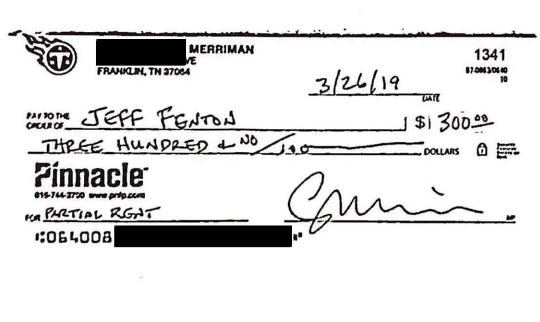
\$300.00

Check Amount:

\$300.00

Deposit Date:

Tuesday, March 26, 2019











Account:

360 Checking ...5855

Available Amount:

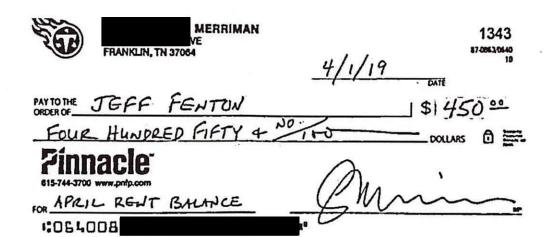
\$450.00

Check Amount:

\$450.00

Deposit Date:

Monday, April 1, 2019



> 7912< CAPITAL ONE, NA 0056236578 04012019 RICHMOND, VA 353 21 360 RDC Deposit





LEASE AGREEMENT

FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

1.	PARTIES	This Lease Agreement is entered into this 9th, day of APRIL, 2019
		between LANDLORD, Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 37027
		and TENANT,
		in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee.

2. LEASED PROPERTY

LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.)

3. EXCLUSIONS

Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence being excluded from the LEASED PROPERTY:

- · Master Bedroom and Bathroom
- Office
- Attic
- Crawl Space
- Most of the Garage (minimal storage is allowed Tenants on one side)

Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis.

OCCUPANTS

As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together.

5.	LEASE TERM	The initial Term of this Lease shall commence at 7:00 am on	4/9/	2019 fo	or the term
		of 11 months and 22 days, and shall end at 7:00 am of	n	4/1/2020	•

6. RENT

7. SECURITY DEPOSIT

The TENANT shall pay a Security Deposit of \$\frac{1}{250.00}\$, on or before the first day of the Lease Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property.

The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property:

- The full term of the Lease Agreement must be satisfied.
- B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.
- C. No damage has been done to the Leased Property beyond expected normal wear and tear.
- The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.
- E. No holes, burns, or stains are found on the carpeting or flooring.
- F. No unpaid Rents or damage charges are outstanding.

The Landlord shall make a final walk-through of the Tenant's bedroom, with the Tenant present to witness, pointing out and itemizing in writing any damage found, and deemed by Landlord to be beyond normal wear and tear. Should such damage be found, Landlord will have a period of one week to calculate the costs of the repair, or to get estimates as the case may be, and to release the remainder of the Security Deposit back to the Tenant, while explaining the cost of the damages. If no damage is found by the Landlord during this final walk-through, Landlord shall provide Tenant with a check for the full amount of the Security Deposit, right then and there, without delay.

8. WILDLIFE

PLAINTIFF'S EXHIBIT

K-8

Wildlife shall be protected and cared for on this property, except for insects. Anyone intentionally harassing, scaring, or harming wildlife on or around this property, will be in express violation of this Lease Agreement, and may at the LANDLORD'S discretion have their Lease Agreement terminated, while forfeiting their Security Deposit to LANDLORD.

The LANDLORD is responsible for paying the electric, water, trash removal, and Internet service provided to the property, as long as the TENANT does not reduce the temperature settings on the HVAC below 70 degrees or cause any significant increases in the costs of said utilities provided.

LEASE AGREEMENT (Page 1 of 4) Rev. 3/25/2019

 $https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf$

TENANT'S INITIALS



This property uses an old SEPTIC SYSTEM, rather than city sewer. As a result, this system must be properly cared for, to continue working. In general, NOTHING should get flushed down the toilets except for that which your body naturally excretes and toilet paper. "Courtesy flushes" are encouraged, to prevent clogging.

Specifically prevented items, from being flushed down the toilet, include:

Paper towels, condoms, sanitary napkins, pads, and tampons. Any wrappers or other refuge. Of particular concern, which has caused problems in the past, are the SANITARY WIPES, whether medicated or otherwise, even if they claim to be biodegradable or "septic safe", please NEVER flush these products down the toilet. Please also educate your guest about this concern, since this house has been without a working septic system for a week before and using a porta-potty while not being able to shower for a week, is no fun! On the same note, if the field lines of the septic system get clogged, I've been told that they can't realistically be "fixed" without being replaced, and that work would cost upwards of \$15,000! I can't even imagine how LONG such a project would take, so please show a little respect and care for our septic system. Whenever it is treated right, then it works right, but when not, it gets really ugly, really quickly. (Any of the forbidden items, should be wrapped in toilet paper and deposited in the trash. Another solution which has worked in the past, is placing the items inside of pet waste disposal bags, and then putting them in the trash.)

10. PERSONAL PRIVACY & PEACEFUL ENJOYMENT

TENANTS shall be entitled to their own Personal Privacy & Peaceful Enjoyment of the Leased Property. Neither the TENANTS, the Landlord, nor the Landlord's agents or assigns, shall use the Leased Property or behave in such a way as to create a nuisance, annoy, disturb, inconvenience, or interfere with the Peaceful Enjoyment of others at the property, or any nearby resident. TENANTS shall obey all Federal, State, and Local laws. If law enforcement is called to the Leased Property due to the unlawful conduct or activities of any TENANT or their guests, that TENANT shall be considered in Default of this Lease Agreement. Should there be any concern of a domestic disturbance, abuse, violence, drugs, property damage, or similar condition placing the household at risk, then TENANT will need to find other lodging within 24 hours (if they can remain calm and non-threatening throughout that period). In such a case, TENANT would forfeit any pre-paid rents, in addition to their security deposit, for being in default. If the TENANT is unable to calm down or continues to present a credible risk to the property and/or its inhabitants, then the TENANT will need to leave the property immediately, as the lock codes shall be changed, to prevent further access. If deemed necessary, for the purpose of protecting the property and its occupants, the Sheriff's Department will be asked to escort the Tenant, who is in default, from the Leased Property. Under such extreme circumstances, TENANT shall not be allowed to return to the property, to retrieve their personal possessions, without the Sherriff's Department being present, to supervise and ensure TENANT'S peaceful and safe transition out of this property. Again, no funds shall be refunded or returned to the TENANT, after such a traumatic and disruptive incidence.

11. SUBLEASE

The TENANT shall not have the right to pledge or assign his leasehold interest or to sublet the Leased Property or any part thereof.

12. TENANT'S PERSONAL PROPERTY All of the TENANT'S personal property on the Leased Property shall be at risk of the TENANT only, and the LANDLORD shall not be liable for any damage thereto or theft thereof. The LANDLORD shall not provide any insurance to cover the TENANT'S personal property – the burden of such insurance lies entirely with the TENANT. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE ADEQUATE RENTERS INSURANCE TO PROTECT THE TENANT'S PERSONAL PROPERTY.

13. INDEMNI-FICATION TENANT expressly releases the LANDLORD from any and all liability for any damages or injury to the TENANT, their guests, or any other person, or to any property, occurring on or near the Leased Property, unless such damage is the direct result of obviously reckless negligence or an unlawful act of the LANDLORD or their agents.

14. REPAIRS AND REIMBURSE-MENT The Tenant agrees to notify the Landlord and an appropriate representative or agency should the Landlord be unavailable at the time, of the following items immediately upon discovery: fire; gas leaks; electrical shorts; wind or storm damage; burglary, vandalism or other criminal activity on or near the Leased Property; water leaks; plumbing stoppages, heating or air conditioning malfunctions; and major appliance malfunctions. For any damages or malfunctions that occur as a result of the conduct or negligence of the Tenant or the Tenant's guests, the Tenant shall be responsible for all costs of repairs and agrees to pay these damages to the Landlord immediately upon request. The Landlord shall be given reasonable time to arrange for repairs, considering the nature of the problem and availability of repair services and parts for that item.

15. RIGHT OF ACCESS

The bedrooms for both the Landlord and the Tenants, are to remain their private personal spaces, without intrusion for any reason. The ONLY exceptions being if there is an immediate legitimate threat to either property or life, or if the Tenant is suspected to have experienced a medical emergency or to have possibly deceased.

16. MOVE-OUT

When moving out, the Tenant agrees to surrender the Leased Property to the Landlord in the same condition as when the Tenant first moved-in, normal wear excepted. "Normal wear" means that which occurs day-to-day without negligence, carelessness, accident, or abuse. Tenant agrees that normal and reasonable wear does NOT include that caused by pets and that the Landlord's judgment shall be the sole factor determining any damage.



TENANT'S INITIALS



17. NOTICE

Service of all notices to the Tenant shall be mailed or delivered to the Tenant at the Leased Property.

Service of all notices to the Landlord, and payment of all Rents, shall be mailed to:

Jeff Fenton P.O. Box 159200 Nashville, TN 37215

Correspondence mailed by the Tenant but not received by the Landlord shall not be considered.

Additional contact information for the Landlord:

Mobile Phone: (615) 837-1301 (Voice & Text Accepted)

Email:

Especially in the case of maintenance issues or other possible emergencies, the Tenant must try every available means to contact the Landlord and leave messages if the Landlord is unavailable. Phone calls, emails, and other non-written communication between both parties shall be honest and considered in good faith but shall not be contractually binding.

18. CASUALTY

If the Leased Property is damaged or destroyed by fire, water, lightning, or other disasters that are in no way attributable to acts of the Tenant or the Tenant's occupants or guests to an extent that use of the Leased Property is severely impaired, the Tenant may immediately vacate the Leased Property and shall notify the Landlord, in writing and within fourteen (14) days, of the intent to terminate this Lease Agreement. Upon acceptance of this termination due to Casualty, the Landlord shall return all Security Deposits to the Tenant, and prepaid Rent for that month shall be pro-rated to the date of the Casualty and the remainder returned. Landlord shall not have the common areas of the home remodeled, or any construction performed which may interfere with the Tenant's Personal Privacy & Peaceful Enjoyment of the Leased Property, without first obtaining the written consent of both Tenants to perform such work.

19. SALE

If the Landlord sells this property, or places it up for sale, whether voluntarily or by court order, or in any way the ownership of this property or rights to sell this property are conveyed to another party, whether by foreclosure or other legal process, during the term of Tenancy per this Agreement, the assuming, owning, or controlling party, and their agents/assigns must continue to comply in-full with the terms of this Lease Agreement, until such a time as the term of this Lease has been fulfilled, and the Tenant has been given proper legal notice of any changes desired by the new owners, or to vacate the Leased Property, with plenty of time to find a comparable rental, in both cost and location, as well as to make that move smoothly, without any abrupt disturbances, to their life.

Landlord herein promises and assures Tenant, that under absolutely NO circumstances, will the Tenant be requested or required to move-out, without receiving at the very least, 90-Days of written notice in advance, of such a request or demand. This is the absolute legal minimum required by both Tennessee law and Federal laws, which the Tenant can take security in, despite any other instability in the marital status between the property owners.

20. DEFAULT

Written notice of nonpayment of Rent by Landlord is hereby waived. In the event that Rent is not paid within SEVEN DAYS of the due date, Landlord may terminate this Lease Agreement immediately and proceed with a detainer action for possession of the Leased Property.

Abandonment by Tenant is considered a default under the terms of this Lease Agreement.

21. LEGAL FEES & COLLECTIONS

Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in any action for breach of this Lease Agreement or failure to pay Rent or other monies due, provided the judgment is in the Landlord's favor. Alternately, Landlord agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Tenant incurs in any action for breach of this Lease Agreement by Landlord, for failure to honor or complete the full-term of this Lease, or for opening/entering the Tenant's bedroom for any reason without Tenant's prior permission in writing, on a case-by-case basis. Both Landlord and Tenant reserve the right, to turn any delinquent debts owed to themselves, by the other party, over to a Collection Agency or other such organization which may adversely affect the debtor's credit rating and ability to qualify for credit in the future.

22. NO WAIVER

Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease Agreement shall not operate as a waiver of any such Lease Agreement provision or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease Agreement may be waived by Landlord unless such waiver is in writing and signed by Landlord.

23. SAVINGS CLAUSE

If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.

24. LEAD BASED



Housing built before 1978 may contain lead-based paint. This property was built in 1977 so it could contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the building. In compliance with Federal guidelines, Landlord has provided to Tenant a printed copy of the EPA pamphlet "Protect Your Family From Lead In Your Home", which Tenant herein acknowledges receipt of. Additional copies are available online at http://www.hud.gov.

LEASE AGREEMENT (Page 3 of 4) Rev. 3/25/2019





25. PERSONAL INTEREST DISCLOSURE Tenant has been advised that Landlord is the OWNER of this property, and is also a LICENSED real estate professional in the State of Tennessee (license is currently in "retirement" status), acting on his own behalf and in his own best interests, to manage and rent this property. Landlord is NOT assuming any agency relationship with the Tenant.

THIS IS A LEGALLY BINDING CONTRACT. (Please seek legal counsel before signing, if you don't fully understand.)

TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS "LEASE AGREEMENT". NO ORAL AGREEMENTS HAVE BEEN MADE WHICH CONFLICT WITH THE CONTENTS HEREIN. TENANT UNDERSTANDS THAT ALL PROVISIONS OF THIS LEASE AGREEMENT ARE MADE FOR THE PURPOSE OF PROTECTING THE LEASED PROPERTY AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS. BOTH LANDLOD AND TENANT, LEGALLY AGREE AND AFIRM, BY SIGNING BELOW, THAT THEY WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT, HEREIN STATED.

Jeffrey R. Fenton

LANDLORD

LANDLORD SIGNATURE

BINDING AGREEMENT DATE

TENANT (Print Name)

TEXANT SIGNATURE

BINDING AGREEMENT DATE

IME

PLAINTIFF'S EXHIBIT

K-11

LEASE AGREEMENT (Page 4 of 4) Rev. 3/25/2019

TENANT'S INITIALS:





CASHIER'S CHECK 04/09/2019

8062

Jesse M Garcia / Rent

Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

\$650.00

Fee

\$0.00

NOT NEGOTIABLE **CUSTOMER COPY**

> Branch TN05102 CC102053

Regions Bank

M REGIONS

CASHIER'S CHECK

04/09/2019

8062 61-1/620

Garcia / Rent

Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

Regions Bank

\$650.00

Branch TN05102 CC102053

II 55052

Authorized Signature





Account:

360 Checking ...5855

Available Amount:

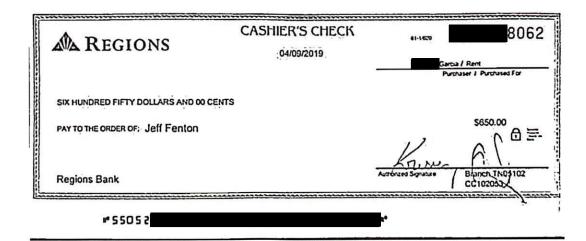
\$650.00

Check Amount:

\$650.00

Deposit Date:

Tuesday, April 9, 2019



7912<
CAPITAL ONE, NA
0044112350 04102019
RICHMOND, VA 003 23
360 RDC Deposit 5855



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 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

-20

This information is being furnished to the Internal Revenue Service.

Department of the Treasury—Internal Revenue Service

Plan Name Fund Name			Account numb	or				
	D 0	D Ob-	Account number					
Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not	Box 4: Federal income tax	Box 7: Distribution code(s)	SEP/	Box 10: State tax withheld	Box 11: State / Payer's state no.	Box 12: State distribution
	amount	determined	withheld	0000(3)	SIMPLE	withheld	State 110.	distribution
OTH IRA	INV		88016994559			_		
2,984.96		х	0.00	J		FAWN'S TO	OTAL RETIREMENT I	DISTRIBUTION
ARGET RETIREMEN	т 2035		88016994559			(After	2007–2008 Financ	ial Crisis)
5,235.30		Х	0.00	J		DEP	OSITED IN ASCEND	JOINT
OIVERSIFIED EQUI			88016994559	_		нс	OUSE INVESTMENT	FLIND
3,924.17		х	0.00	J		110	on 10/23/2009	IOND
							\$12,144.43	
					l			



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.



550 William Northern Blvd., P.O. Box 1210 Tullahoma, Tennessee 37388 (931)455-5441

ACCOUNT N	PAGE				
2	2576580	1			
	010CT09	310CT09			
SOCIAL SECURITY	FROM	TO			
NUMBER	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 *This does not apply to loans with payments that are due after the 24th of month.

NOTICE: See reverse side for important information

NOTICE. 3	ee reverse side for important information	
SHARE SUFFIX 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD,	Your balance at the beginning of the period\$ 050CT WITHDRAWAL E-Branch -600.00 = Transfer "STD" 600.00 to share 7 200CT DEPOSIT 453.02 = DBO Deposit Funds Transfer From 064005203 200CT WITHDRAWAL -453.02 = DBO Withdraw Funds For Credit Distribution 230CT DEPOSIT Fawn's Premarital Retirement Funds 10797.02 = 310CT DIVIDEND through 310CT2009 (After the 2008 Market Crisis) 3.16 = ANNUAL PERCENTAGE YIELD EARNED: 1.16% FOR A 31 DAY PERIOD Average Daily Balance: 3232.62	20.58 473.60 20.58 10817.60 10820.76
TN 37027 Purchase Closed on 4/29/2011	Your new balance on 310CT09\$ Dividends Paid To You In 2009 On Suffix 0 \$ 42.41	10820.76
AUTO Loan 1	Your balance at the beginning of the period\$ 4.75% ***ANNUAL PERCENTAGE RATE*** .013014% Daily Periodic Rate	
Prius Paid Off from Fawn's Vanguard Retirement	**FINANCE** (PAYMENT) **CHARGE**PRINCIPAL 200CT PAYMENT (453.02) 6.77 446.25 = DBO distribution \$453.02 from account ****580064005203	1346.88
Remainder Deposited for Marital Residence	23OCT PAYMENT (1347.41) 0.53 1346.88 = Your new balance on 31OCT09\$ \$ \$ 65.53	0.00
SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of the period\$ Additions and miscellaneous withdrawals: 050CT DEPOSIT E-Branch 600.00 Transfer "STD" 600.00 from share 0 310CT DIVIDEND through 310CT2009 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 310CT09\$ 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.	610.49
Your Financial Summary	Your total Draft balances\$ Your total Share balances\$ Your total Loan balances\$	610.49 10,820.76
YTD Tax Summary	YEAR Tota We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MA	RRIAGE". Throug

(May the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)



Tota

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"!

2010 Form 1099-R Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

Vanguard

P.O. BOX 2600 · VALLEY FORGE, PA 19482-2600



1-800-662-2739 PAGE 2 OF 3

PAYER'S name **Vanguard Fiduciary Trust Company**

JEFFREY RYAN FENTON PO BOX 111777 **NASHVILLE TN 37222-1777**

PAYER'S federal identification number 23-2640992 **RECIPIENT'S identification number** XXX-XX-5069

This information is being furnished to the Internal Revenue Department of the Treasury - Internal Revenue Service

Plan Name		1				Bopar timorit	of the Treasury - Internal Rev	
Fund Name		Account number						
Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined		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 EQU 8,023.32 REIT INDEX FUN 9,758.76		x x	09984339759 0.00 09984339759 0.00	J		(Af	TOTAL RETIREMENT D fter 2007–2008 Finance DEPOSITED IN ASCENDE HOUSE INVESTMENT on 4/25/2010	ial Crisis) JOINT
:							\$17,782.08	
	·							
•								

Form 1099-R OMB No. 1545-0119

AINTIFF'S

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.

 \mathbf{x}

01035809







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

account number

******<mark>6580</mark>

ank account type

Savings (JOINT HOUSE INVESTMENT FUND)

nttps://personar.vanguard.com/us/TransRedemptionConfirmation nw



Bank account registration	Jeffrey R Fenton					
	Fawn Fenton					
Withholding information						
Federal withholding	Do not withhold					

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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.

Routing number 264181626

and.com/us/TransRedemptionConfirmation nw



Name of bank	ASCEND FCU
Bank account number	******* <mark>6580</mark>
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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550 William Northern Blvd., P.O. Box 1210 Tullahoma, Tennessee 37388 (931)455-5441

ACCOUNT N	PAGE	
2576580		1
	01APR10	30APR10
SOCIAL SECURITY	FROM	TO
NUMBER STATE!		MENT PERIOD

KN E-STMT

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

JEFFREY R FENTON

P.O. BOX 111777 NASHVILLE TN 37222

FAWN FENTON

SHARE SUFFIX 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL	28APR DEPOSIT-ACH-INVESTMENT VGI-STR EQUITY (INVESTMENT) 30APR DIVIDEND through 30APR2010 ANNUAL PERCENTAGE YIELD EARNED: 1.05% Average Daily Balance: 13828.13 Your new balance on 30APR10	rement Funds larket Crisis) FOR A 30 DAY 3	58.76 = 23 23.32 = 23 11.93 = 23 7 PERIOD	9843.93
1986 SUNNYSIDE DR, BRENTWOOD,		Total for this period	year-to-da	te
TN 37027	TOTAL OVERDRAFT ITEM FEES TOTAL RETURNED ITEM FEES	0.00	0.00	
Purchase Closed on 4/29/2011	Dividends Paid To You In 2010 On Suffix 0	\$	46.01	
SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of Additions and miscellaneous withdrawals: 30APR DIVIDEND through 30APR2010 ANNUAL PERCENTAGE YIELD EARNED: 0.40% Average Daily Balance: 611.75	FOR A 30 DAY Drafts Clear	0.20 PERIOD	611.95
	TOTAL OVERDRAFT ITEM FEES	Total for this period	Total year-to-da	te
	TOTAL OVERDRAFT ITEM FEES TOTAL RETURNED ITEM FEES	0.00	0.00	
	Dividends Paid To You In 2010 On Suffix 7 To report a lost or stolen Freedom (Visa after Credit Union Business Hours, call 1	\$ Check) Card	0.95	
Your	Your total Draft balances		\$	611.95

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 ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)



ALL of our ASSETS and DEBTS were ALWAYS Held as <u>ONE</u> "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"!



Account Number Credit Limit Available Credit Maturity Date

00161000417291 \$30,000.00 \$70.62 03/17/2016

Account Statement 02/01/2011 Statement Closing Date Previous Belanca \$20,745.24 Payments \$65.86 Itemized Advances \$9,250.00 Net Adjustments \$0.00 Fees/Late Charges \$0.00 FINANCE CHARGE \$77.27 \$30,006.65 New Balance \$77.27 Minimum Payment Due 02/26/2011 Payment Due Date





դիսի[||սանդիլուլիվիալիարիննդիկիութիլիկիա

JEFFREY R FENTON PO BOX 111777 NASHVILLE TN 37222-1777

EQUITY CREDIT LINE

Transactions

Ending

Trans	Post	Description			Amount	Principal Balance
01/21/11	01/21/11	EQUITY CR LINE	CHK#	1061	\$9,250.00	\$29,929.38
01/26/11	01/26/11	PAYMENT - THANK	γου		\$65.86 ~	\$29,929.38

HUSBAND'S PREMARITAL RETIREMENT INVESTED IN SUNNYSIDE: \$17,782.08
HUSBAND'S EQUITY FROM PREMARITAL DUPLEX INVESTED IN SUNNYSIDE: \$9,250

Husband's Total Premarital Assets Invested in Purchase of Marital Residence at 1986 Sunnyside Drive, Brentwood, TN 37027 \$27,032.08

F	inance	Charges

	Daily Periodic F		Periodic Finance Charges	Nominal Annual Percentage Rate
Cash	0.010273	97%	\$77.27	3.75%
Annual Percent	tage Rate	3.75%	Total Periodic Finance Charges	\$77.27
		TE VOU HAVE OUTST	COME DI FACE DIAL 1 000 707 7771	

IF YOU HAVE QUESTIONS, PLEASE DIAL 1-888-797-7711
FROM 7:00AM - 8:00PM (CT) MONDAY THROUGH FRIDAY AND ON SATURDAY, FROM 7:00AM - 5:00PM (CT).

PAYMENT WILL BE MADE BY AUTODEBIT FROM ACH ACCOUNT 102196610

BANCORPSOUTH P O BOX 4360 TUPELO, MS 38803-4360 Account Number New Balance Minimum Payment Dua Payment Due Date 00161000417291 \$30,006.65 \$77.27 02/26/2011

Amount enclosed

\$

To ensure proper credit, please return this portion with your payment. Please write your account number on your check made payable to BancorpSouth. All payments must be made in U.S. Funds.

BANCORPSOUTH P O BOX 2520 TUPELO MS 38803-2520



8...0000:

OO 16 10004 17 54 1#



ASCEND FEDERAL CREDIT UNIONP. •. BOX 1210 TULLAHOMA, TN 37388

ACCOUNT NUMBER PAGE

2576580

01JAN11

31JAN11

SOCIAL SECURITY NO. FROM TO TAXEMENT PEROD

KN E-STMT

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

Get Financial Focus!
Paying high interest on revolving debt? Get a great rate during Ascend's Easy Equity promotion.
Call 800-342-3086 or visit ascendfcu.org for details.

SHARE Suffix 0	Your balance at the beginning of the period
	Your new balance on 31JAN11
	Total for Total this period year-to-date
	TOTAL OVERDRAFT ITEM 0.00 0.00 TOTAL FEES 0.00 0.00
	Dividends Paid To You In 2011 On Suffix 0 \$ 19.82
SHARE	No. 1002576580. Balance at the beginning of the period\$ 609.82 Additions and miscellaneous withdrawals: 31JAN DIVIDEND through 31JAN2011 ANNUAL PERCENTAGE YIELD EARNED:Average Daily Balance: 609.82
	0 Withdrawals = 0.00 l Deposits = 0.08 0 Drafts Cleared Your new balance on 31JAN11\$ 609.90
	Total for Total
	TOTAL OVERDRAFT ITEM FEES 0.00 0.00 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 100
	Dividends Paid To You In 2011 On Suffix 7 \$ 0.08
	To report a lost or stelen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.
Y•ur Financial	Your total Draft\$ 609.90 balances Your total Share\$ 42, 696.73 balances
YT D T ax Summary	YEAR-TO-DATE INFORMATION FOR TAX PURPOSES: Total non-IRA dividends earned (May be reported to IRS as interest for this calendar year)\$ 19.90
Previous Year Summary	PRIOR YEAR SUMMARY FOR TAX PURPOSES: Total non-IRA dividends earned (May be reported to IRS interest for 2010)\$ 219.95 1099 OID dividends will be reported for 2010\$ 0.00
PLAINTIF EXHIB L-9	





520 Airpark Drive, P.O. Box 1210 Tullahoma, Tennessee 37388 (931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
	01MAR11	
SOCIAL SECURITY	FROM	TO
NUMBER STATE!		MENT PERIOD

KN E-STMT

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

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.

The Best Financing for Your Home!

NOTICE: See reverse side for important information

SHARE SUFFIX 0 OUR JOINT REAL ESTATE INVESTMENT	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
HOLDING FUND FOR OUR	Your new balance on 31MAR11\$ 45025.13
MARITAL RESIDENCE AT:	Total for Total
1986 SUNNYSIDE DR, BRENTWOOD, TN 37027	TOTAL OVERDRAFT ITEM FEES 0.00 0.00 TOTAL RETURNED ITEM FEES 0.00 0.00
Purchase Closed on 4/29/2011	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
	Total for Total
	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

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 ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)



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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				
Previous Available Balance	45,020.13			
Previous Balance	45,025.13			
New Available Balance	40,020.13			
New Balance	40,025.13			

7 : TENANT DEPOSITS			
Previous Available Balance	610.02		
Previous Balance	610.02		
New Available Balance	5,610.02		
New Balance	5,610.02		





FAWN FENTON CELL 308-4350 JEFFREY R FENTON P.O. BOX 111777 NASHVILLE, TN 37222	APRU 3	2016 87-8162/2641 3 ₁ 2014
PAY TO THE ZEITLIN & CO FIVE THOUSAND —	LEALTORS	S 5000 Security Features Pages on Pages
AEDC FEDERAL CREDIT UNION Nashville, Terhnissee 37214	· Jan	10. 1
FOR 1986 SUNNYSIDE FACULT 1: 2641816261: 1002	, , , , ,	JEWYDU M



ACCOUNT-SFX PREV BAL **CHK AMT** END BAL TELLER TRANSACTION / TYPE 34500.00

28APR11 723-176 Cashier's Check Sal 2576580-0

Payee: TOUCHSTONE TITLE AND ESCROW LLC

S(0) SD (7) 5525.13 610.02

Loan (85) Loan (90) Loan(1) 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.

Federal Credit Union Raising Possibilities

520 Airpark Drive P.O. Box 1210 Tullahoma, Tennessee 37388 (931) 455-5441

THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100

28APR11

87-8162

CHECK NO: 219813

2641

AMOUNT \$ **34500.00

VOID AFTER 90 DAYS

SUM OF PAYTOTHE

PAYTHE

ORDER OF

TOUCHSTONE TITLE AND ESCROW LLC***

Remitter: FAWN FENTON

CASHIER'S CHECK

DOLLARS

CHECKS OVER \$5,000

"OO 2 1 9 8 1 3 " (* 2 6 4 1 8 1 6 2 6) * 6 4 6 2 2 6 1 8 3 "

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 N	PAGE		
2	1		
	01APR11	30APR11	
SOCIAL SECURITY	FROM	TO	
NUMBER	STATEMENT PERIOD		

E-STMT

FAWN FENTON JEFFREY R FENTON P.O. BOX 111777 NASHVILLE TN 37222 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

SHARE SUFFIX 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND	Your balance at the beginning of the period 05APR WITHDRAWAL E-Branch Transfer "STD" 5,000.00 to share 7 28APR WITHDRAWAL 30APR DIVIDEND through 30APR2011 ANNUAL PERCENTAGE YIELD EARNED: 0.60%	-5000 -34500 18 FOR A 30 DAY	0.00 = 40025.13
FOR OUR	Average Daily Balance: 37241.80		6 5542.50
MARITAL RESIDENCE AT:	Your new balance on 30APR11		
1986 SUNNYSIDE DR, BRENTWOOD,		Total for this period y	Total /ear-to-date
TN 37027 Purchase Closed on 4/29/2011	TOTAL OVERDRAFT ITEM FEES TOTAL RETURNED ITEM FEES	0.00	0.00
After Purchase	Dividends Paid To You In 2011 On Suffix 0	\$ 8	31.59
SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of Additions and miscellaneous withdrawals: 05APR DEPOSIT E-Branch Transfer "STD" 5,000.00 from share 0 30APR DIVIDEND through 30APR2011 ANNUAL PERCENTAGE YIELD EARNED: 0.10% Average Daily Balance: 943.35	of the period. 5000 FOR A 30 DAY	610.02
Drafts	ITEMAMOUNTDATEITEM 2016 5000.00 07APR (* next to number indicates skipped no		DATE
	1 Withdrawals = 5000.00 2 Deposits = 5000 Your new balance on 30APR11		\$ 610.10
		l m	m - 1 - 1
	TOTAL OVERDRAFT ITEM FEES 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 after Credit Union Business Hours, call :	1-800-250-9655	
======= Your Financial Summary	Your total Draft balances		\$ 610.10
YTD Tax Summary	YEAR Tota (May) We lived under the SPIRITUAL PRINCIPAL of the " Tota (may) Tota (may) Tota (may)	after my ex-wife ι	unnecessarily, prematurely, a

PLAINTIFF'S

irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

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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		
- .		

Other Withdray	vals		
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	9465
		FRANKLIN TN	
		DATE 04/07REF 244273310977200396	
4/11/11	\$26.43	WITHDRAWAL -ATT	9465
		Payment 468900001EPAYR	
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	4556
		5713 EDMONDSON P NASHVILLE TN	

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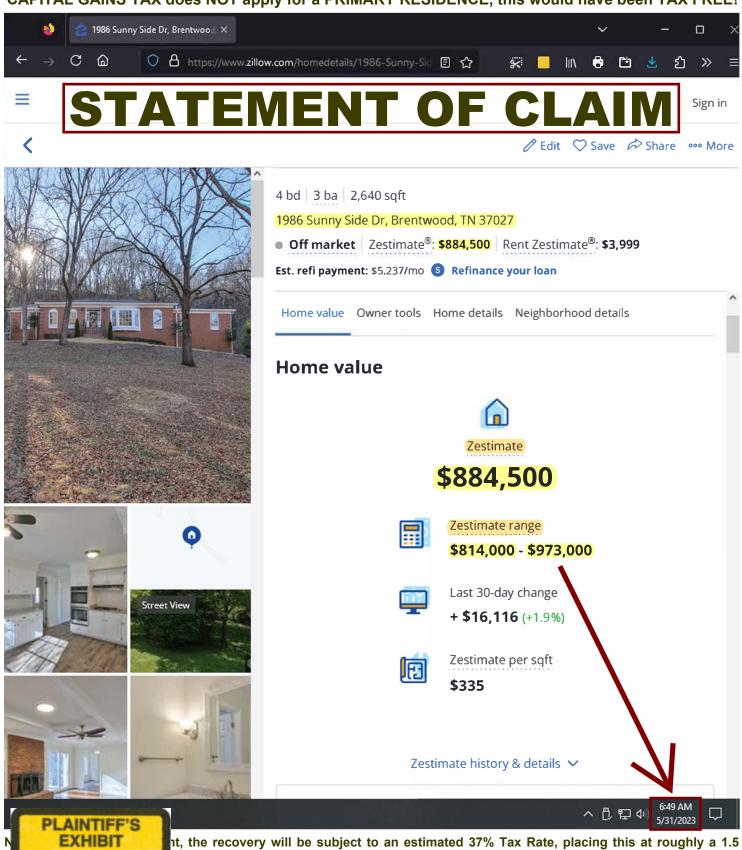
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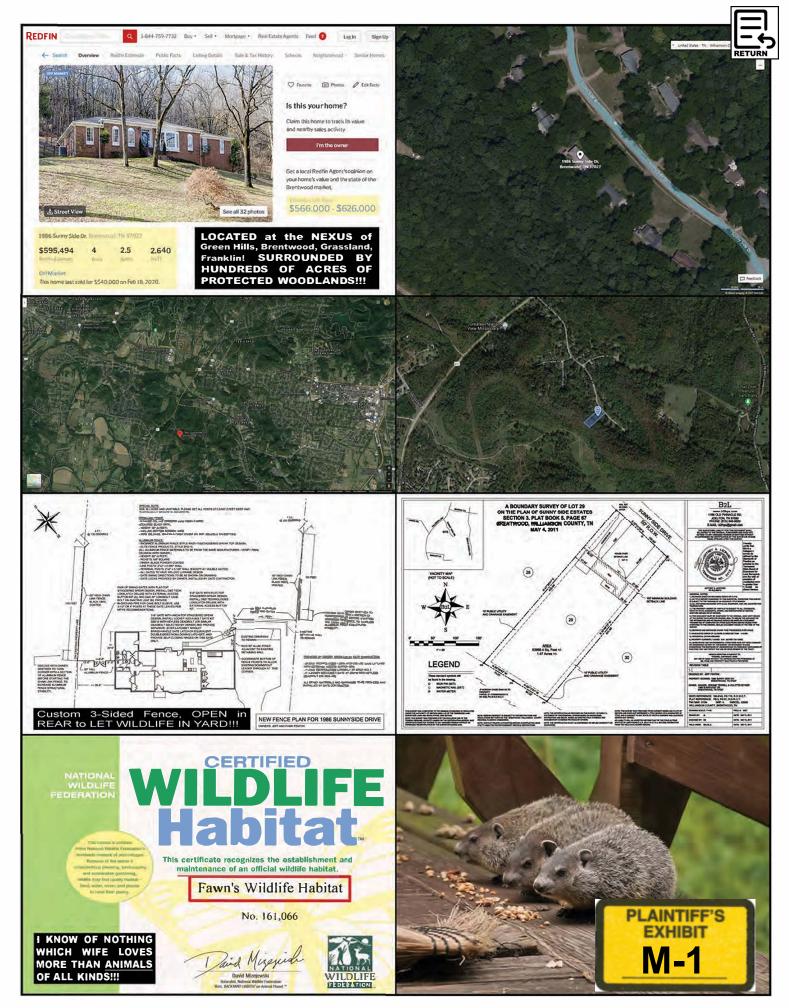
4556

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 Interfere 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!

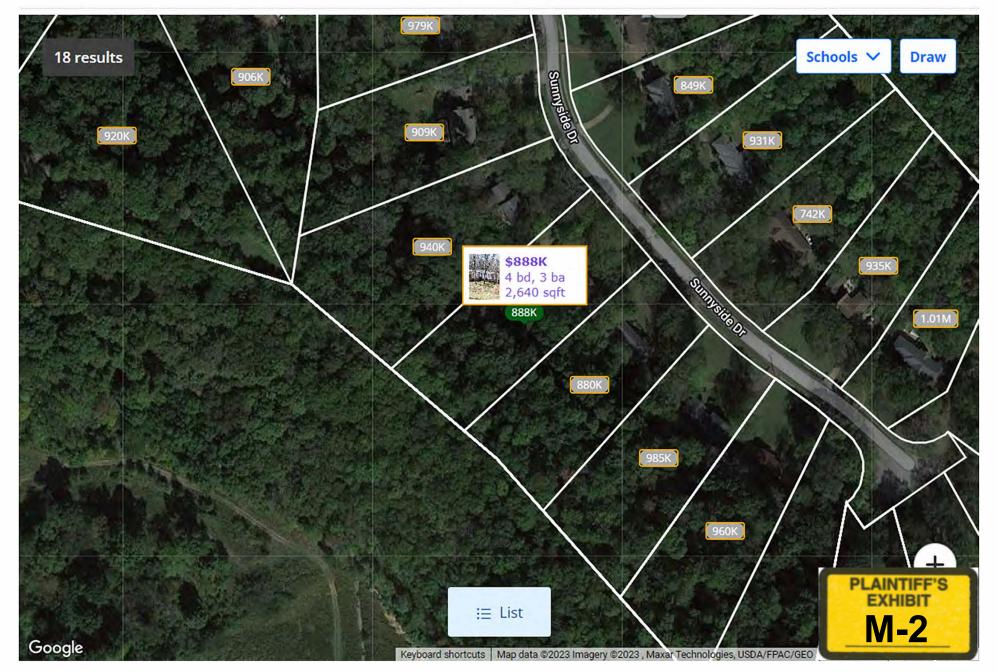


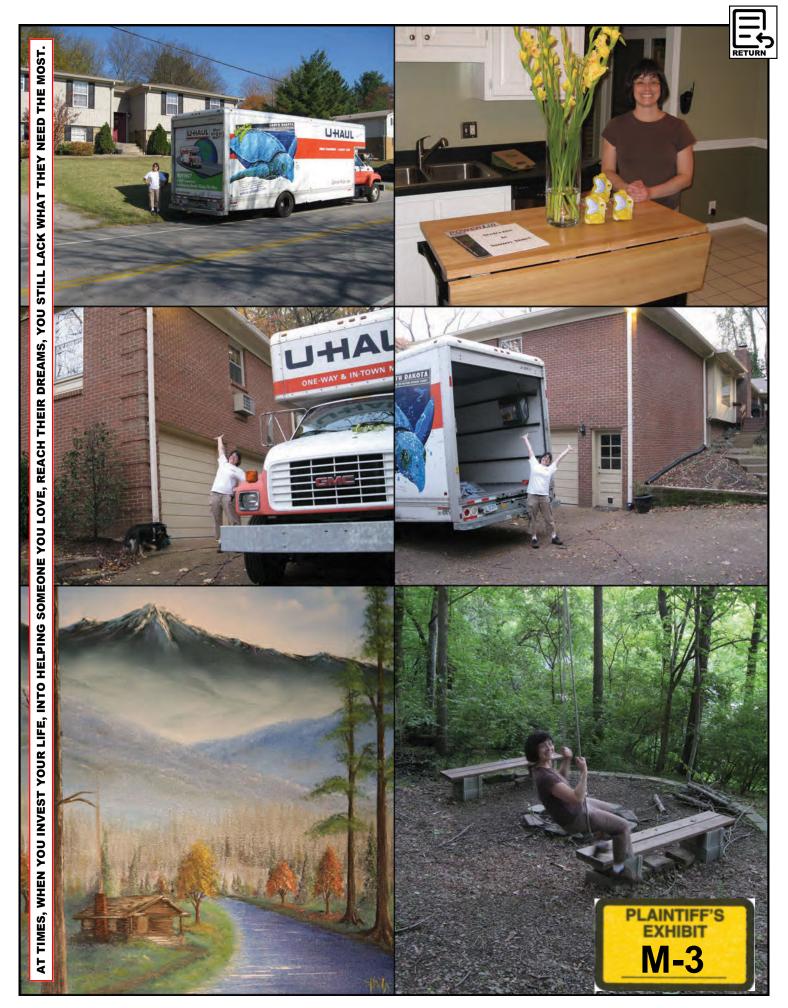
erty Loss & Claim. In addition to damages, incidental, consequential, compensatory, loss of of use, loss of enjoyment, loss of life, liberty, property & the pursuit of happiness. Plus legal bounding daily), litigious TORTURE of an ADA Party, since 9/3/2019, until a cure is obtained.

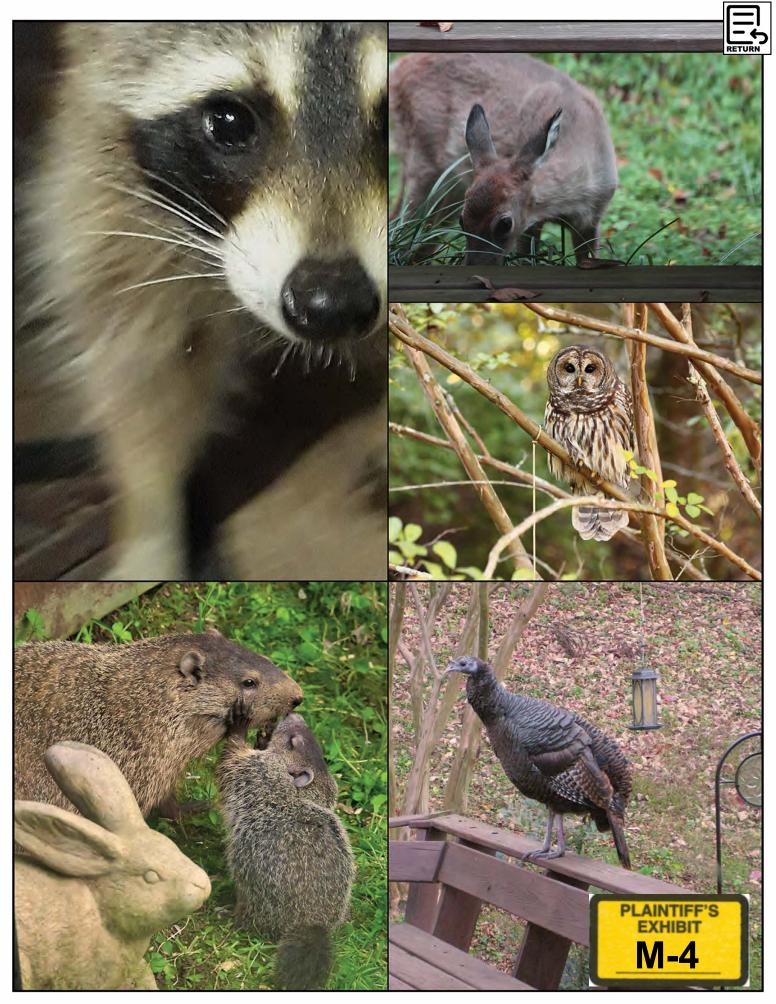












 $https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf$



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



STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE



JEFFREY "JEFF" RYAN FENTON ID NUMBER: 295752 LIC STATUS: RETIRED EXPIRATION DATE: July 25, 2021

TENNESSEE REAL ESTATE COMMISSION AFFILIATE BROKER

602860

THIS IS TO CERTIFY THAT ALL REQUIREMENTS OF THE STATE OF TENNESSEE HAVE BEEN MET

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 <u>getting</u> the listing not <u>selling</u> 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.





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	Q Brentwood city, Tennessee	Williamson Q County, Tennessee	Q Genesee County, Michigan	Q Fenton co	ity,	Argentine O township, Genesee County, Michigan	United States
1 Population Estimates, July 1, 2022, (V2022)	△ N	A	△ NA		⚠ NA	⚠ NA	△ 333,287,557
PEOPLE							
Population							
1 Population Estimates, July 1, 2022, (V2022)	△ N	A A NA	△ NA		⚠ NA	△ NA	A 333,287,557
Population Estimates, July 1, 2021, (V2021)	△ 45,49	<u>↑</u> 255,735	A 404,208		1 1,989	△ 7,031	△ 332,031,554
Population estimates base, April 1, 2020, (V2022)	△ N	A A NA	⚠ NA		⚠ NA	△ NA	▲ 331,449,520
Population estimates base, April 1, 2020, (V2021)	△ 45,37	<u>^77</u>	4 406,211		△ 12,048	△ 7,076	▲ 331,449,520
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	A N	∆ NA	⚠ NA		△ NA	△ NA	▲ 0.6%
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	▲ 0.3	%	▲ -0.5%		▲ -0.5%	▲ -0.6%	▲ 0.2%
Population, Census, April 1, 2020	45,37	247,726	406,211		12,050	7,091	331,449,281
1 Population, Census, April 1, 2010	37,06	183,182	425,790		11,756	6,913	308,745,538
Age and Sex							
1 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	%	△ 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	%	▲ 20.3%		1.6%	△ 0.3%	△ 13.6%
American Indian and Alaska Native alone, percent (a)	₾ 0.0	%	₾ 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	Q Brentwood city,	Williamson Q County, Tennessee	Q Genesee County, Michigan ■	Q Fenton city, Michigan	Argentine township, Genesee Cour Michigan	PLAINTIFF'S EXHIBIT
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%	▲ 0.1%	∆ Z	₾ 0.0	6	M-7
1 Two or More Races, percent	▲ 3.0%	1.9%	▲ 3.1%	△ 4.7°	6	
Hispanic or Latino, percent (b)	▲ 3.5%	▲ 5.2%	▲ 3.9%	▲ 5.19	<u>▲</u> 2.1%	△ 18.9%
White alone, not Hispanic or Latino, percent	▲ 83.6%	▲ 83.3%	▲ 71.8%	▲ 89.59	△ 96.7%	▲ 59.3%
Population Characteristics						
① Veterans, 2017-2021	1,577	9,735	22,795	70	427	17,431,290
1 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	142,153,010
① 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	\$168,80	\$240,900	\$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	\$2,986	\$2,306	\$1,272	\$1,36	\$1,648	\$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	\$766	\$608	\$504	\$58	\$593	\$538
① Median gross rent, 2017-2021	\$2,124	\$1,670	\$829	\$1,11	\$880	\$1,163
1 Building permits, 2021	X	2,980	510		X	1,736,982
Families & Living Arrangements						
① Households, 2017-2021	14,550	85,311	164,905	5,02	2,657	124,010,992
Persons per household, 2017-2021	3.04	2.84	2.43	2.3	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						
1 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	6 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%	▲ 8.99	6	4 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%

