

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY
SPANNING STATE AND FEDERAL COURTS

Plaintiff brings this testimony pursuant to F.R.Civ.P. 26(c).

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

1. References in this document to Ms. Fawn ██████ Fenton are hereinafter “Ms. Fenton”, “wife”, and/or “ex-wife”.

2. No matter what any defendant named in this complaint claims, **the evidence of the conspiracy against rights and property, under the color of law, office, and official right**, by bad actors working in **both State and Federal Courts concurrently**, can be definitively proven beyond any “reasonable” margin of “error”, by applying the F.R.B.P., Title-28, Title-11, and Title-18 LAW,¹ to eight facts which are irrefutably encapsulated in the Court Records:

¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924

Initials: 

- (1) The date the **bankruptcy**² was filed: **4/26/2019**.
- (2) The date the **divorce**³ was filed: **6/04/2019**.
- (3) I was a titled owner⁴ of the marital residence as “**tenancy by the entirety**⁵”. Named on both the property deed⁶ and tax records.⁷
- (4) I was **never provided any notice or hearing**⁸ by the bankruptcy counsel, the bankruptcy trustee, or by the bankruptcy court, as required in the Federal Rules of Bankruptcy Procedure Rule-7001.⁹ As a result, these laws¹⁰ were violated, broken, or not obeyed: 11 U.S.C. § 363¹¹, 541¹², 542¹³, 707¹⁴, 1203¹⁵, 1204¹⁶, 1205¹⁷, 1206¹⁸,

² https://rico.jefffenton.com/evidence/2019-04-26_wifes-ch13-petition-3-19-bk-02693.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74)

³ https://rico.jefffenton.com/evidence/2019-06-04_wifes-complaint-for-divorce-48419b.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.651)

⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1416-1430

⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542

⁶ Property Deed

⁷ Tax Records

⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1881

⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1898

¹⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924

¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1903-1906

¹² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1908-1912

¹³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1913

¹⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1914

¹⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

¹⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

¹⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915-1916

¹⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

1207¹⁹, 1208²⁰, 18 U.S.C. § 152²¹, 153²², 154²³, 157²⁴, 158²⁵, 241²⁶, 242²⁷, 373²⁸, 401²⁹,
402³⁰, 1951³¹, 28 U.S.C. § 1334³², 1927³³

(5) The bankruptcy only reaped **\$44k**³⁴ 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)”³⁵. It probably cost her twice that in combined legal fees for the action. While forfeiting \$250k³⁶ in cash equity, that we had invested into our marital residence, as of the day of the auction. Plus another \$400k³⁷ of appreciation has been lost since.

¹⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.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.1917

²² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918

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.1919-1920

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

²⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922

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.1921

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.1923

³² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

³³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1893

³⁴ 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.)

³⁵ 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)

³⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.501-511

³⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485

(6) 11 U.S.C. § 363(h): “Notwithstanding subsection (f) of this section, **the trustee may sell both the estate’s interest**, under subsection (b) or (c) of this section, **and the interest of any co-owner in property** in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or **tenant by the entirety, only if— (3) the benefit to the estate** of a sale of such property free of the interests of co-owners **outweighs the detriment, if any, to such co-owners;**”

- 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 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 payoff **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.**” The home auctioned for exactly the amounts owed on the two mortgages, while this came of absolutely no surprise to the defendants, it was by design. The sale proceeds did not payoff one dollar of unsecured debts,

nor put a dollar in either my pocket or my ex-wife's (according to what I've been told).

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 survive³⁸ and not be rendered broke, destitute, and homeless, while representing a million-dollar retirement nest-egg (investment) for Plaintiff.
- 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.

(7) The Chancery Court usurped—or the bankruptcy court abdicated—jurisdiction³⁹ over the marital home, in violation of 28 U.S. Code § 1334(e)(1),⁴⁰ 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.”

³⁸ 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

³⁹ 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))

⁴⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

(8) It is unreasonable that the Bankruptcy Court would have waited for any action in Chancery Court to deprive Plaintiff of his 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 Plaintiff first stood before defendant Binkley in the Chancery Court. It is wholly unreasonable that the bankruptcy court awaited any predetermined deprivation of property in the Chancery Court, rather than proceeding in proper form in the bankruptcy court, in compliance with bankruptcy rules and federal laws.

3. Since the bankruptcy court had exclusive jurisdiction⁴¹, even if the time and care was taken for equal and due process in the Chancery Court (which it was not), the Bankruptcy Judge and Trustee would have known the action was improper and without lawful jurisdiction. They should

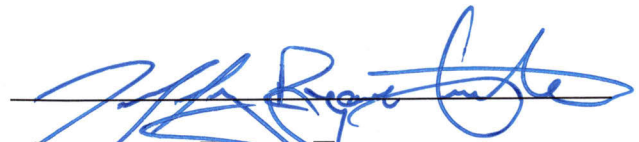
⁴¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

have performed 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 January 12, 2024



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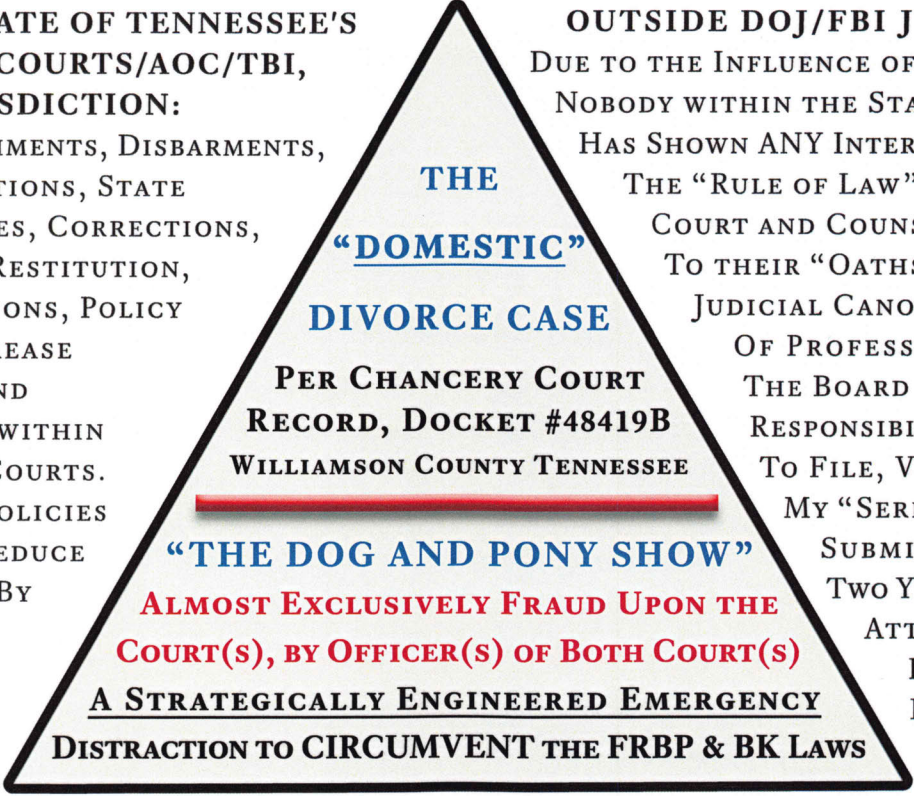
INSIDE THE STATE OF TENNESSEE'S LEGISLATURE/COURTS/AOC/TBI, BJC & BPR JURISDICTION:

ARRESTS, IMPEACHMENTS, DISBARMENTS, DISCIPLINARY ACTIONS, STATE CRIMINAL CHARGES, CORRECTIONS, EXPUNGEMENTS, RESTITUTION, DAMAGES, SANCTIONS, POLICY CHANGES TO INCREASE TRANSPARENCY AND ACCOUNTABILITY WITHIN ALL TENNESSEE COURTS. MORE UNIFORM POLICIES STATE-WIDE TO REDUCE DISCRIMINATION BY LOCAL RULES.

MANDATORY DISCLOSURES & RECUSALS OF HEARING CASES BY "FRIENDS".

OUTSIDE DOJ/FBI JURISDICTION:

DUE TO THE INFLUENCE OF THE "PLAYERS", NOBODY WITHIN THE STATE OF TENNESSEE HAS SHOWN ANY INTEREST IN ENFORCING THE "RULE OF LAW" OR HOLDING THE COURT AND COUNSEL ACCOUNTABLE TO THEIR "OATHS OF OFFICE", THE JUDICIAL CANONS, OR THE RULES OF PROFESSIONAL CONDUCT. THE BOARD OF PROFESSIONAL RESPONSIBILITY HAS REFUSED TO FILE, VET AND ACT UPON MY "SERIOUS COMPLAINT" SUBMITTED WELL OVER TWO YEARS-AGO; AGAINST ATTORNEYS VIRGINIA LEE STORY, MARY BETH AUSBROOKS, ELAINE BEELER, AND "FRIENDS".



INSIDE DOJ/FBI JURISDICTION
BANKRUPTCY CASE 3:19-BK-02693
FRBP 7001 ADVERSARY PROCEEDINGS
FRBP 9011 ATTORNEY CERTIFICATION
28 USC §§ 1927, 1334, 1335 — JURISDICTION
11 USC §§ 363(b)(1), (e) NOTICE & HEARING
11 USC § 363(h) SELL IF BENEFIT TO ESTATE
11 USC §§ 541, 542, 543 Estate Property/Turnover
18 USC § 241 CONSPIRACY AGAINST RIGHTS
18 USC § 242 DEPRIVATION (COLOR OF LAW)
18 USC §§ 157, 1341 BK FRAUD(S) & SWINDLES
18 USC § 1503 OBSTRUCTION OF JUSTICE
18 USC § 1519 FALSIFYING BK RECORDS
18 USC § 1951 HOBBS' ACT EXTORTION
18 USC § 1957 UNLAWFUL PROPERTY TRANS.

IN DOJ/FBI/TBI JURISDICTION
CONSTITUTIONAL, STATE, AND — FEDERAL CRIMES —
COMMITTED BY BOTH COURTS AND COUNSEL COLLUSIVELY:
CONSPIRACY AGAINST RIGHTS, DEPRIVATION OF PROPERTY AND LIBERTY UNDER COLOR OF LAW, WITHOUT NOTICE/EQUAL OR DUE PROCESS. MALICIOUS LITIGATION, ABUSE, CRUELTY, FAILURE TO INTERVENE, NEGLECT TO PREVENT, CIVIL RIGHTS INTIMIDATION, COERCION, THEFT, EXTORTION, UNDER COLOR OF OFFICIAL RIGHT, ADA COERCION THREATS, INTERFERENCE, RETALIATION.

SYNOPSIS: Family Court Attorney, Virginia Lee Story (in Williamson County Chancery Court) Conspired with Bankruptcy Specialist, Attorney Mary Elizabeth Maney Ausbrooks (in U.S. Bankruptcy Court for the Middle District of Tennessee), well over a Month in Advance of my Ex-wife's **secret** Divorce Filing & Ambush. The Crux of this Conspiracy Conducted by Counsel, with the Fraudulent Assistance by BOTH Courts, was to CIRCUMVENT the "Federal Rules of Bankruptcy Procedure" (FRBP) and a Multitude of Federal Bankruptcy Laws, so they could Illegally FORCE the Deprivation of Multiple Property Interests (purchased/owned/held) by MYSELF in 1986 Sunnyside Drive, Brentwood, TN 37027; as well as by my two Roommates/Tenants State & Federally Protected "Leasehold Property Interests". Each of which Required an "Adversarial Proceeding", including NOTICES & HEARINGS in Federal District Court, or Federal Bankruptcy Court. Under the circumstances, the State Courts were specifically FORBIDDEN from Exercising Jurisdiction. The BK Trustee was REQUIRED to REMOVE the PROPERTY from my Ex-wife's **secret** "BANKRUPTCY ESTATE", as a "BURDENSOME ASSET", long before I met Judge Michael W. Binkley.

Jeff Fenton

From: Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
Sent: Tuesday, March 15, 2022 6:08 PM
To: Jeff Fenton
Subject: Fenton 19-02693: sale motion complaint
Attachments: fenton 319-02693 deed.pdf

IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Trustee would have been FORCED by the Federal Bankruptcy Court or the Federal District Court to REMOVE the Marital Residence from my Ex-wife's "BANKRUPTCY ESTATE" as a "BURDENSOME ASSET" long before I ever even MET Judge Binkley! BOTH my INTERESTS and my TENANT'S LEASEHOLD INTERESTS were PROTECTED under Federal Bankruptcy Laws!

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

The State Court DID NOT have DUAL JURISDICTION, that is a LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED!

The State Court is actually SPECIFICALLY FORBIDDEN from taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed 39-DAYS before the DIVORCE!

REMEDIES are ALWAYS available for RACKETEERING and FRAUD, especially with as many bad-actors, in a Conspiracy to intentionally CIRCUMVENT the FRBP and FEDERAL BANKRUPTCY LAWS via CRIMES UNDER COLOR OF LAW, without EQUAL or DUE PROCESS, in a Corrupt State Court!

The CRIMINAL EVIDENCE of CONSPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is ALL in the TIME-LINE:

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when DIVORCE was FILED on 6/04/2019: 39-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was SERVED DIVORCE PAPERS 6/15/2019: 50-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when fraudulent "Order of Protection Ex Parte was Served on 6/20/2019: 55-DAYS

DAYS between when BANKRUPTCY was FILED on 4/26/2019 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 BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.

Beyond that, we'll have to see where things stand with you, and with my company.

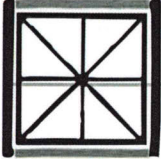
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

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



2019 AUG 15 AM 10:44

FILED FOR ENTRY _____

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the "Firm")

I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

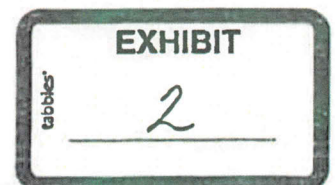
I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through November 15, 2019 so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Akdisson
President

118



Jeff Fenton

From: Fawn Fenton
Sent: Tuesday, October 9, 2018 12:21 PM
To: Jeff Fenton
Subject: RE: Reply to your email (Missed This!)

At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I'd really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I'm saddled with the house + alimony + credit card debt. I don't know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.

This broke my heart. I never wanted her to be "stuck".

I wish she had just given me her equity in our home in lieu of alimony, kept the house financed in her name until someday when I was able to finance it in mine, and let me take over the bills. My mother offered to bring our mortgages current and to keep them current, as long as I could remain in my home. It would have only required about \$8k to bring our mortgages current (which they secretly defaulted on, without telling me), while I lost more money than that in counsel, yet left with nothing.

BUT Attorney Virginia Lee Story said NO, "It is already too far along in the bankruptcy."

That's RACKETEERING! And it's not only unconstitutional, but it's unethical and inhumane!

It is also a flagrant violation of the Federal Rules of Bankruptcy Procedure and multiple sections of Federal Bankruptcy Laws. (Committed by the people trusted to uphold and administer those laws.)

Our beautiful Brentwood home is worth over **\$900k** today! While we only owed **\$300k** on it! These reckless monsters liquidated our home for precisely what was owed on the mortgages, without a penny to either of our benefit.

There was literally no risk greater than the damages my wife allowed her attorneys to cause. She never needed to file for bankruptcy. She only received **\$44k** in alleged "bankruptcy relief", while I have no doubt that her legal fees were higher! We lost **\$250k** the day our home auctioned, and another **\$350k** in appreciation since! All this damage could have been avoided! But it required conscionable counsel to have advised her in her darkest hours, of depression and doubt.

Instead she mistakenly had hired career criminals who prance around the Williamson County legal landscape as if they are gods, who bow before absolutely no laws. The State of Tennessee should have put these gangsters out of business a decade ago, but in their negligence and refusal to prioritize judicial integrity over the recreational activities of the judiciary, the state had shown their priorities. Which are repugnant and a violation of each sworn officer's Oath of Office!

Instead she allowed her counsel to pull a massive RICO bankruptcy fraud scam. We both lost everything, while destroying both of our credit, illegally evicting my tenants and myself from my own home without due process, leaving me with zero income or shelter within the State of Tennessee, discarding me without care or consideration, like yesterday's trash.

I PRAY FOR JUSTICE!

I demand the arrest of corrupt former Williamson County Judge, Michael Weimar Binkley and Attorney Virginia Lee Story.

The public welfare requiring it!



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

2019

Tax Receipt # 0028996	Total Due \$0.00
Taxes are due by 02/28/2020	
Property Address Sunnyside Dr 1986	

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

OR CURRENT RESIDENT

INDICATE ADDRESS CHANGE ON REVERSE SIDE

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

2019

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!

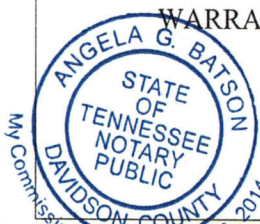


To avoid interest, taxes must be paid by February 28, 2020.

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
---	---

Tax Receipt # 0028996	Total Due \$0.00	
Property Address Sunnyside Dr 1986		
Classification Real Property		
Subdivision Sunnyside Est Sec 3		
Lot 0029	Acres 0.00	EQ Factor 0.0000
Additional Description		
Appraised value	\$386,900	
Assessment	25%	
Assessed value	\$96,725	
Interest	\$0.00	
County taxes	\$2,147.00	
9th FSSD taxes	\$0.00	
City taxes	\$0.00	
Total due	\$0.00	

 <p style="text-align: center;">WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$350,000.00
	<p style="text-align: center;"><i>[Signature]</i> Affiant</p> <p>Subscribed and sworn to before me, this 29th day of April, 2011.</p> <p style="text-align: center;"><i>[Signature]</i> Notary Public</p> <p>MY COMMISSION EXPIRES: (AFFIX SEAL)</p>

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.

<p><i>[Signature]</i> Mangel Jerome Terrell</p>	<p><i>[Signature]</i> Colette Keyser</p>
---	--

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 bargainer(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

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

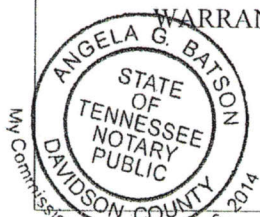
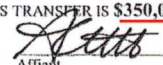
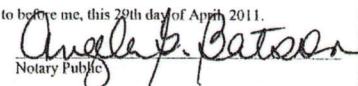


Notary Public

My Commission Expires: 9/3/2012



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

 <p>WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS <u>\$350,000.00</u>
	Affiant 
	Subscribed and sworn to before me, this 29th day of April, 2011. Notary Public 
	MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
 Southland Title & Escrow Co., Inc.
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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)	

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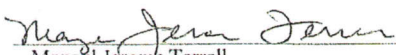
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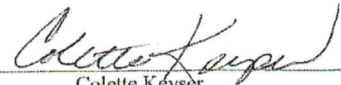
This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

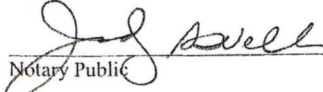

 Mangel Jerome Terrell


 Colette Keyser

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

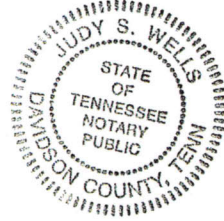
Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named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

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



Notary Public

My Commission Expires: 9/3/2012



BK/PG: 5313/452-454
11015616

Certificate of Authenticity

3 PGS : DEED	
KAREN OWENS	214724 - 11015616
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SADIE WADE	
REGISTER OF DEEDS	

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

[Handwritten Signature]

Signature

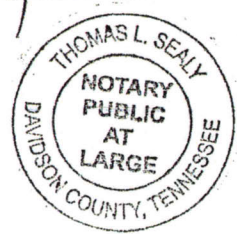
State of Tennessee
County of Williamson

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

[Handwritten Signature]

Notary's Signature

My Commission Expires: 1/9/12





Residential MLS 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**
 County **Williamson** Sub/Dev **Sunny Side** MLS Map
 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 /	Garage 2 / Attached - SIDE
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 /
		Finished Square Feet (est)
Main	Bedrooms	Full Baths
Other		Half Baths
		Basement
Total		Basement
		Est. SqFt. Source
		Tax Record
		Total

Office and Showing Information

Show **Call Showing Center** Owner Name
 Agent **John Taylor** (Ph: 615-794-0833 ext 6035) CoList Agent (Ph:)
 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	Elem2	Middle/JR Grassland Middle School	High Franklin High School
Water City Water	Sewer Septic Tank	Cool Electric / Central	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 Windows /
	Master Bath Sep. Shower/Tub / Ceramic	Pool	Green Cert
Other Dishwasher	Other Ceiling Fan / Extra Closets / Utility Connection /	Other Garage Door Opener	Other Cable TV

Financing and Taxes

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

MLS Information

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 Jeff Fenton	Co-Sales Agent	Days On Mkt 205
Sales Office Benchmark Realty, LLC	Co-Sales Office	Presale No
Seller Participation 4000	Closing Date 4/29/2011	Orig. List Price \$360,000
Terms Conventional	Pending Date 4/20/2011	Sales 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.

RealTracs Solutions[®]
Report Date: 4/29/2011

Jeff Fenton

From: Kim Hollingshead [Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:42 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

And wife

From: Jeff Fenton
Sent: Wednesday, September 24, 2014 3:41 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Thanks for the lightening fast response with the Deed Kim!

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

Thanks again!

Jeff Fenton

Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

From: Kim Hollingshead [<mailto:Kim@TouchstoneTitleTN.com>]
Sent: Wednesday, September 24, 2014 3:31 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

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

Kimberly H. Hollingshead, Esq.

President
Touchstone Title & Escrow, LLC
318 Seaboard Lane, Suite 114
Franklin, TN 37067

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 intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. It is not our intention to waive the attorney-client privilege, the attorney work-product doctrine, or any proprietary rights in the information contained on the following pages. If you have received this message in error, please notify the sender immediately by telephone (615-371-2299) or by electronic mail (kim@touchstonetitletn.com), and delete this message and all copies and backups thereof. Thank you.

From: Jeff Fenton
Sent: Wednesday, September 24, 2014 3:24 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?
Importance: High

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_fg314.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!

31.1 TENANCY BY THE ENTIRETY

When real property is acquired by individuals who are husband and wife 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 Tenancy by the Entirety. Upon divorce, a Tenancy by the Entirety is destroyed and absent some decree by the Divorce Court, the interest of the former spouses is converted into a Tenancy in Common with each owning a one-half interest.

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.

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 [REDACTED] GARCIA, 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.
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 Lease shall commence at 7:00 am on 4/9/2019 for the term of 11 months and 22 days, and shall end at 7:00 am on 4/1/2020.
6. RENT During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the amount of SIX HUNDRED FIFTY Dollars (\$650.00) 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 \$250.00, 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:
- 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.
 - D. 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.
9. UTILITIES 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.

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:

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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 Sheriff'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.
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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.
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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: [REDACTED]

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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.

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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 PAINT DISCLOSURE 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>.

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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 LANDLORD AND TENANT, LEGALLY AGREE AND AFFIRM, 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

[Handwritten Signature]

LANDLORD SIGNATURE

4/9/2019

3:30 PM

BINDING AGREEMENT DATE

TIME



Garcia

TENANT (Print Name)

[Handwritten Signature]

TENANT SIGNATURE

4/9/2019

3:20 pm

BINDING AGREEMENT DATE

TIME



CASHIER'S CHECK
04/09/2019

██████████ 8062

Jesse M Garcia / Rent

Purchaser / Purchased For

VOID

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



CASHIER'S CHECK
04/09/2019

61-1/620

██████████ 8062

██████████ Garcia / Rent

Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

\$650.00



[Signature]
Authorized Signature

Branch TN05102
CC102053

Regions Bank

⑈ 55052 ██████████

⑈



Check Details

Account: 360 Checking ...5855
Available Amount: \$650.00
Check Amount: \$650.00
Deposit Date: Tuesday, April 9, 2019

REGIONS CASHIER'S CHECK 81-1620 [REDACTED] 8062
04/09/2019
SIX HUNDRED FIFTY DOLLARS AND 00 CENTS
PAY TO THE ORDER OF: Jeff Fenton \$650.00
Regions Bank Authorized Signature [Signature] Branch TN03102 CC102052
Purchaser / Purchased For [REDACTED]
⑆ 55052 [REDACTED] ⑆

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

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 37027 and TENANT [REDACTED] MERRIMAN 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.

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 Lease shall commence at 7:00 am on 3/26/2019 for the term of 12 months and 6 days, and shall end at 7:00 am on 4/1/2020.

6. RENT During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the amount of SEVEN HUNDRED + 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 \$ 250.00, 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:

- 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.
D. 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.

9. UTILITIES 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.

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.

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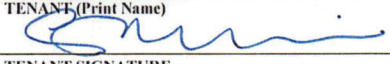
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Jeffrey R. Fenton
LANDLORD

LANDLORD SIGNATURE
3/26/2019 7:50 PM
BINDING AGREEMENT DATE TIME

 MERRIMAN
TENANT (Print Name)

TENANT SIGNATURE
3/26/2019 7:57 PM CST
BINDING AGREEMENT DATE TIME



MERRIMAN
VE
FRANKLIN, TN 37064

1338

87-0863/0640
10

3/26/19

DATE

PAY TO THE
ORDER OF

JEFF FENTON

\$ 250⁰⁰

TWO HUNDRED FIFTY + NO / 100

DOLLARS



Security
Features
Details on
Back

Pinnacle

615-744-3700 www.pnfp.com

FOR DEPOSIT FOR LEASE AT
1986 SUNNYSIDE DRIVE

[Signature] MP

⑆064008

Harland Clarke



MERRIMAN
VE
FRANKLIN, TN 37064

1341

87-0863/0640
10

3/26/19

DATE

PAY TO THE
ORDER OF

JEFF FENTON

\$ 300⁰⁰

THREE HUNDRED & NO / 100

DOLLARS



Security
Features
Details on
Back

Pinnacle

615-744-3700 www.pnfp.com

FOR PARTIAL RENT

[Signature] MP

⑆064008

Harland Clarke



MERRIMAN
VE
FRANKLIN, TN 37064

1343

87-0863/0640
10

4/1/19

DATE

PAY TO THE
ORDER OF

JEFF FENTON

\$ 450⁰⁰

FOUR HUNDRED FIFTY & NO / 100

DOLLARS



Security
Features
Details on
Back

Pinnacle

615-744-3700 www.pnfp.com

FOR APRIL RENT BALANCE

[Signature] MP

⑆064008

Harland Clarke



Check Details

Account: 360 Savings ...5604
 Available Amount: \$250.00
 Check Amount: \$250.00
 Deposit Date: Tuesday, March 26, 2019



MERRIMAN
 FRANKLIN, TN 37064

1338
 87-0863 0640
 10

3/26/19
 DATE

PAY TO THE ORDER OF JEFF FENTON \$ 250.00
TWO HUNDRED FIFTY + NO / 100 DOLLARS

Pinnacle
 615-744-3700 www.prip.com
 DEPOSIT FOR LEASE AT
 FOR 1936 SUNNYSIDE DRIVE
 @064008


[Signature]

7912<
 CAPITAL ONE, NA
 0010303534 03272019
 RICHMOND, VA 004 21
 360 RDC Deposit 604



Check Details

Account: 360 Checking ...5855
 Available Amount: \$300.00
 Check Amount: \$300.00
 Deposit Date: Tuesday, March 26, 2019

 **MERRIMAN**
 FRANKLIN, TN 37064

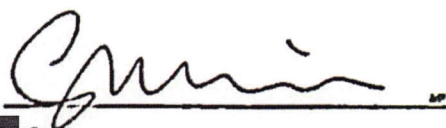
1341
 87-08630640
 10


DATE 3/26/19


PAY TO THE ORDER OF JEFF FENTON \$ 300.00



THREE HUNDRED & NO / 100 DOLLARS

Pinnacle
 815-744-2720 www.prip.com

FOR PARTIAL RENT 

⑆064008  ⑈

⑆064008  ⑈

>  7912 <
 CAPITAL ONE, NA
 0010304502 03272019
 RICHMOND, VA 004 21
 360 RDC Deposit  855





Check Details

Account: 360 Checking ...5855
 Available Amount: \$450.00
 Check Amount: \$450.00
 Deposit Date: Monday, April 1, 2019



MERRIMAN
 VE
 FRANKLIN, TN 37064

1343

8708630640
10

4/1/19

DATE

PAY TO THE
ORDER OF

JEFF FENTON

\$1450.00

FOUR HUNDRED FIFTY & NO/100

DOLLARS

Pinnacle

615-744-3700 www.pnfp.com

FOR APRIL RENT BALANCE

⑆064008

> [REDACTED] 7912 <
 CAPITAL ONE, NA
 0056236578 04012019
 RICHMOND, VA 353 21
 360 RDC Deposit [REDACTED] 855

**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: \$1,250.00 <i>(without deducting any secured claims)</i>	Assets Exempt: \$11,000.00
Total Distributions to Claimants: \$3,028.98	Claims Discharged Without Payment: \$55,593.59
Total Expenses of Administration: \$1,371.02	ATTORNEY STORY: — \$11,514.50 (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:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from Exhibit 3)	\$11,672.82	\$308,190.92	\$0.00	\$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from Exhibit 4)	NA	\$1,371.02	\$1,371.02	\$1,371.02
Prior Chapter Admin. Fees and Charges (from Exhibit 5)	NA	\$0.00	\$0.00	\$0.00
Priority Unsecured Claims (From Exhibit 6)	\$0.00	\$0.00	\$0.00	\$0.00
General Unsecured Claims (from Exhibit 7)	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98
Total Disbursements	\$71,518.28	\$346,886.79	\$36,685.87	\$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**EXHIBITS TO
FINAL ACCOUNT**

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [REDACTED]	1129-000	\$4,400.00
TOTAL GROSS RECEIPTS		\$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00
7	Toyota Motor Credit Corporation	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00
8	Specialized Loan Servicing LLC	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00
TOTAL SECURED CLAIMS			\$11,672.82	\$308,190.92	\$0.00	\$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	\$1,100.00	\$1,100.00	\$1,100.00
John C. McLemore, Trustee	2200-000	NA	\$83.69	\$83.69	\$83.69
Pinnacle Bank	2600-000	NA	\$6.33	\$6.33	\$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	\$181.00	\$181.00	\$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES			NA	\$1,371.02	\$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS
-------	----------	---------	--------	--------	--------	--------

NUMBER	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID	
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY UNSECURED 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 GENERAL UNSECURED CLAIMS			\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page No: 1

Exhibit 8

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN [REDACTED]
 For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN [REDACTED]	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at [REDACTED]	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

Major Activities affecting case closing: Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46:21 Desc Main Document Page 5 of 8

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page No: 2

Exhibit 8

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN [REDACTED]
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020 PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)

07/02/2020 PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.

05/27/2020 Filed Mt to Allow/Disallow Claims.

05/13/2020 Email to Jodie Thresher re: claims.

04/15/2020 Fawn Fenton picked up her ring.

04/01/2020 Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring

03/19/2020 Filed Report of Sale.

03/19/2020 Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.

02/19/2020 Gave diamond ring and wedding band to Bobby Colson who will get a valuation.

02/10/2020 Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.

02/03/2020 Claims bar 5/4/2020.

01/30/2020 Debtor wants to buy equity in vehicle

01/30/2020 Email to Jodie Thresher about wedding ring.

01/28/2020 Calculation of value of equity in 2017 Toyota Prius

01/20/2020 PC with Paul Spina counsel for Toyota Motor Credit.

01/08/2020 Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.

01/07/2020 Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN [REDACTED]
 Primary Taxpayer ID #: **-***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. [REDACTED] EX-WIFE'S MOM PAID TO KEEP NEW PRIUS!	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00

TOTALS:	\$4,400.00	\$4,400.00	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$4,400.00	\$4,400.00	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$4,400.00	\$4,400.00	

For the period of 4/26/2019 to 1/9/2021

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

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

For the entire history of the account between 02/03/2020 to 1/9/2021

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

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

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN [REDACTED]
 Primary Taxpayer ID #: **.*4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
TOTAL - ALL ACCOUNTS							
					NET DEPOSITS	NET DISBURSE	ACCOUNT BALANCES
					<u>\$4,400.00</u>	<u>\$4,400.00</u>	<u>\$0.00</u>

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	<u>\$4,400.00</u>
Total Internal/Transfer Receipts:	\$0.00
Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	<u>\$4,400.00</u>
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:	<u>\$4,400.00</u>
Total Internal/Transfer Receipts:	\$0.00
Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	<u>\$4,400.00</u>
Total Internal/Transfer Disbursements:	\$0.00

/s/ JOHN C. MCLEMORE

 JOHN C. MCLEMORE

Tenn. Code § 39-16-507

Section 39-16-507 - Coercion or persuasion of witness

(a) A person commits an offense who, by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness to:

- (1) Testify falsely;
- (2) Withhold any truthful testimony, truthful information, document or thing; or
- (3) Elude legal process summoning the witness to testify or supply evidence, or to be absent from an official proceeding to which the witness has been legally summoned.

(b) A violation of this section is a Class D felony.

(c) A defendant in a criminal case involving domestic assault, pursuant to § 39-13-111, or a person acting at the direction of the defendant, commits an offense who, by any means of persuasion that is not coercion, intentionally influences or attempts to influence a witness or prospective witness in an official proceeding to:

- (1) Testify falsely;
- (2) Withhold any truthful testimony, information, document, or evidence; or
- (3) Elude legal process summoning the witness to testify or supply evidence, or to be absent from an official proceeding to which the witness has been legally summoned.

(d) A violation of subsection (c) is a Class A misdemeanor and, upon conviction, the sentence runs consecutively to the sentence for any other offense that is based in whole or in part on the factual allegations about which the person was seeking to influence a witness.

(e) Nothing in this section shall operate to impede the investigative activities of an attorney representing a defendant.

Amended by 2019 Tenn. Acts, ch. 104, s 1, eff. 7/1/2019.

T.C.A. § 39-16-507

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 8.

COERCION = THREAT OF INCARCERATION (R.v4, 504:22-505:18), to forcefully obtain the involuntary signature on an (unread) "Listing Agreement", to auction the beautiful Brentwood Home of the educationally, vocationally, and financially disadvantaged party. Contrary to centuries past, there are vast numbers of women throughout the World today who enjoy earning potentials multiple times that of their male spouses. This was one such case, where despite any other challenges in both of our lives, my ex-wife will always have the education, the vocational experience, and the professional license to make 3x what I can ever hope to earn, under the best of circumstances! To make matters worse, I also struggle with multiple vocationally challenging disabilities, which significantly decrease my "speed", my ability to "multi-task" and my overall "productivity". Yet the Court refused me any accommodations; even if just slowing down the pace, so that I might have some chance at keeping-up, to defend myself.

Unfortunately the Court ordered my forced geographic dislocation (600-miles away, in the State of Michigan), causing irreparable psychological and financial damages, prior to the Start of Discovery! (R.v4, 513:16-17, 515:6-7, 516:10). While further ordering the Pro Se Litigant (me) as follows: "I want you out of the house by 12 noon September 3rd." (Just a Five-Day Notice!) "If you're not out, the sheriff will escort you off the property." (R.v4, 512:25-513:2) "Number two, you are not to take with you any furniture, any furnishings, anything like that. All of that is going to remain in the home for now. You are to tag the items that you would like to have. That doesn't mean you're going to get them..." (R.v4, 513:4-8) "You signed the agreement, you understand that you're to be out September 3rd at 12 noon, no later. Not one minute later..." (R.v4, 516:10-12). "Tag-Teamed" and BULLIED!

THEY KNEW THIS WOULD FORCE ME: "TO BE ABSENT FROM AN OFFICIAL PROCEEDING TO WHICH THE WITNESS (I) HAS (HAD) BEEN LEGALLY SUMMONED."

Tenn. R. Sup. Ct. 3.4

Rule 3.4 - Fairness to Opposing Party and Counsel

A lawyer shall not:

- (a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act; or
- (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or
- (c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists; or
- (d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party; or
- (e) in trial,
 - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
 - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
 - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or
- (f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:
 - (1) the person is a relative or an employee or other agent of a client; and
 - (2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information; or
- (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial; or
- (h) offer an inducement to a witness that is prohibited by law; or pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent on the content of his or her testimony or the outcome of the case. A lawyer may advance, guarantee, or acquiesce in the payment of:
 - (1) expenses reasonably incurred by a witness in attending or testifying;
 - (2) reasonable compensation to a witness for that witness's loss of time in attending or testifying; or
 - (3) a reasonable fee for the professional services of an expert witness.

Tenn. R. Sup. Ct. 3.4

Comment

CONSTITUTION ANNOTATED

Analysis and Interpretation of the U.S. Constitution

Amdt5.4.4.2.1 Deprivations of Liberty

Fifth Amendment:

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

With respect to liberty interests, the Court has followed a similarly meandering path. Although the traditional concept of liberty was freedom from physical restraint, the Court has expanded the concept to include various other protected interests, some statutorily created and some not.¹ Thus, in *Ingraham v. Wright*,² the Court unanimously agreed that school children had a liberty interest in freedom from wrongfully or excessively administered corporal punishment, whether or not such interest was protected by statute. “The liberty preserved from deprivation without due process included the right ‘generally to enjoy those privileges long recognized at common law as essential to the orderly pursuit of happiness by free men.’ . . . Among the historic liberties so protected was a right to be free from, and to obtain judicial relief for, unjustified intrusions on personal security.”³

The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.⁴ Thus, in *Wisconsin v. Constantineau*,⁵ the Court invalidated a statutory scheme in which persons could be labeled “excessive drinkers,” without any opportunity for a hearing and rebuttal, and could then be barred from places where alcohol was served. The Court, without discussing the source of the entitlement, noted that the governmental action impugned the individual’s reputation, honor, and integrity.⁶