

UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE

FILED - LN

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CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: EOD SCANNED BY: eod 10/13

JEFFREY RYAN FENTON,
Plaintiff

v.

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

Individually and in their official capacities,

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

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

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

Defendants

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

JURY TRIAL DEMANDED

COMPLAINT FOR TORTIOUS CONDUCT & INJUNCTIVE RELIEF

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

JURISDICTION AND VENUE

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

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

The Parties—Plaintiff

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

The Parties—Defendants

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

Lane, South Dartmouth, MA.

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

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

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

INTRODUCTION

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

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

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

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

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

Letters regarding his disabilities are included in Appendix-5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT TWO: ABUSE OF PROCESS

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

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

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

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

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

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

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

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

COUNT THREE: INTENTIONAL/NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

62. This count is against all defendants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT FOUR: ACTUAL FRAUD/CONCEALMENT

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

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

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

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

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

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

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

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

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

COUNT FIVE: CIVIL CONSPIRACY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ordinance, regulation, custom” when:

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

disabilities, inhumane treatment, etc.

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

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

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

willful, and wanton misconduct.

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

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

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

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

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

COUNT NINE: VIOLATION OF CONSTITUTIONAL RIGHTS

113. This count is against all defendants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

136. This count is against all defendants.

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

See Appendix 2.

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

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

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

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

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

DEMAND FOR JUDGMENT

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

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

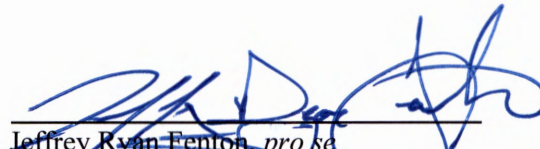
144. Lastly, Plaintiff seeks compensatory and punitive damages as set forth in the following table, together with prejudgment interest at the prevailing rate set by law, court costs, fees, penalties imposed on Plaintiff, and any other relief or compensation deemed appropriate. In the alternative to declaratory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

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

DEMAND FOR JURY TRIAL

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

October 13, 2023



Jeffrey Ryan Fenton, *pro se*
17195 Silver Parkway #150,
Fenton, MI 48430-3426
P: (810) 428-6500
F: (810) 255-4438
jeff.fenton@live.com

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

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

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

AFFIDAVIT

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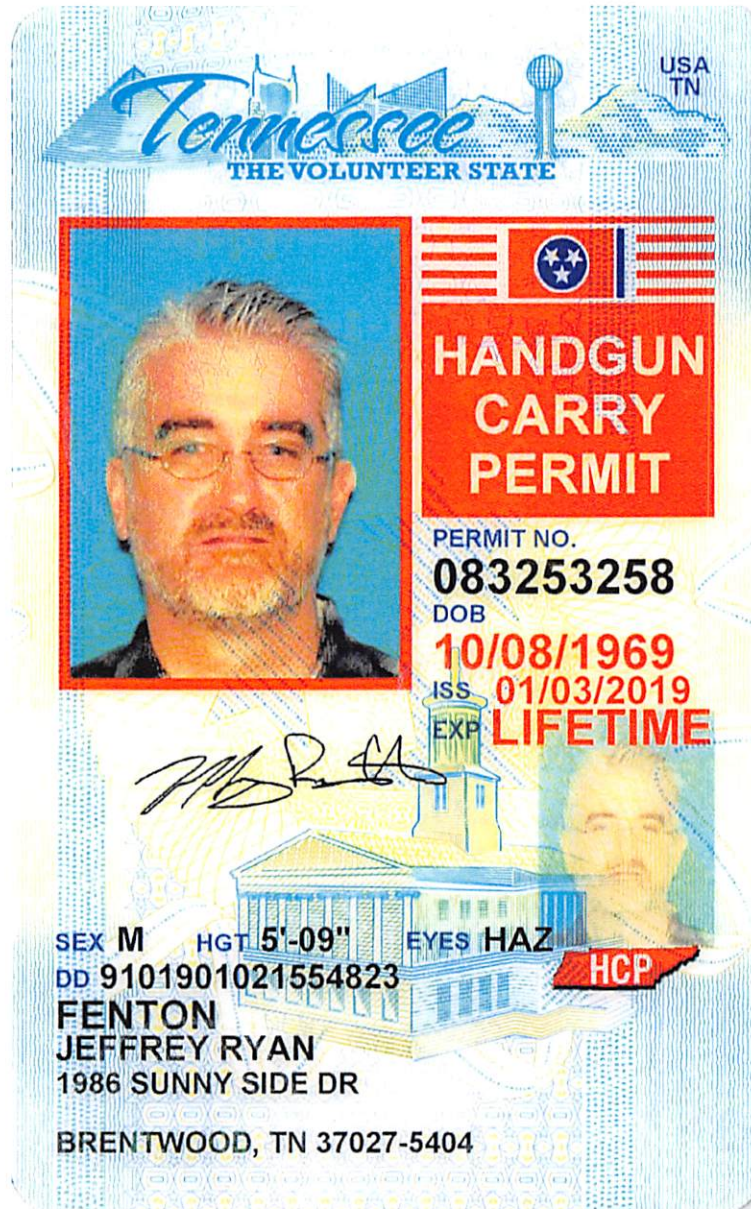
CLEAR EVIDENCE THAT I HAD RECENTLY PASSED BOTH STATE AND FEDERAL BACKGROUND CHECKS, WITH FLYING COLORS! WHILE NOT HAVING ANY CRIMINAL OR VIOLENT HISTORY, EVER!!!

(ISSUED JAN 3RD, 2019)

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

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

BIASED TRIAL COURT!



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

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

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

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

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

STATE OF: MICHIGAN

COUNTY OF: GENESEEE

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

- 1.) **Every action in Williamson County Chancery Court Docket #48419B is VOID** (not avoidable). Due to failed **DUE PROCESS of LAW**, Jurisdictional **Violations**, and an excessive amount of **“Fraud Upon the Court by Officer(s) of the Court.”**

- 2.) Each of which have **NO “Statute of Limitations”** for seeking corrections and a cure.

Initials: 

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

WILLIAMSON COUNTY CHANCERY COURT

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

U.S. BANKRUPTCY COURT - MIDDLE TENNESSEE

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

COURT OF APPEALS OF TENNESSEE AT NASHVILLE

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

Initials: 

SUPREME COURT OF TENNESSEE AT NASHVILLE

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

PURPOSE AND INTENT

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

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

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

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

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

Initials: 

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

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

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

SCAN OF MY TENNESSEE LIFETIME HANDGUN CARRY PERMIT

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



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

34.) **Biased Trial Court!**

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

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

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

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

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

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

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

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

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

Initials: 

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

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

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

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

45.) End of text content from document.

MAY JUSTICE BE SERVED!

THE PUBLIC WELFARE REQUIRING IT!

Initials: 

FURTHER AFFIANT SAITH NOT.

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

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

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

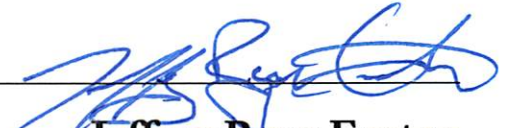
***Should the language of this "Right Reserved" ever conflict with the language of any other document, form, contract, pleading, etc... either signed by me previously or at any point hereafter, including if I am coerced, ordered, or forced by any authority, judge, court, division of government or law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

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

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

Initials: 


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



Jeffrey Ryan Fenton

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

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



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



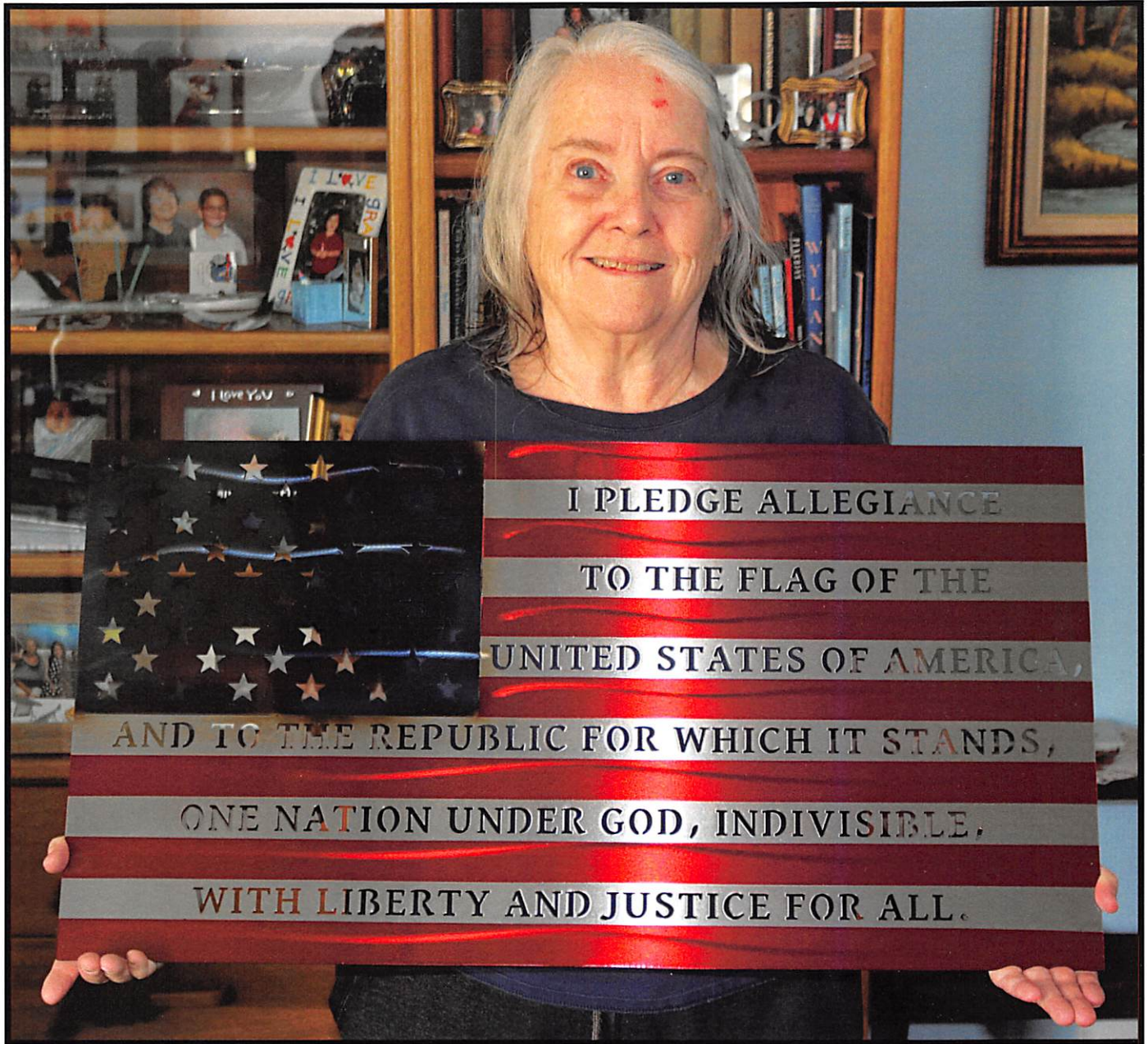
Initials: RF

AFFIDAVIT of Marsha Fenton

WE NEED TO GET BACK TO THE BASICS

ALL LIVING UNDER THE SAME RULES OF LAW

WITH EQUAL & IMPARTIAL ADMINISTRATION OF LIBERTY & JUSTICE



FOR ALL AMERICAN CITIZENS!

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

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

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

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

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

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

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

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

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

DECLARATION

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

Respectfully submitted on: 10/13/20

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

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

CERTIFICATE OF SERVICE

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

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

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

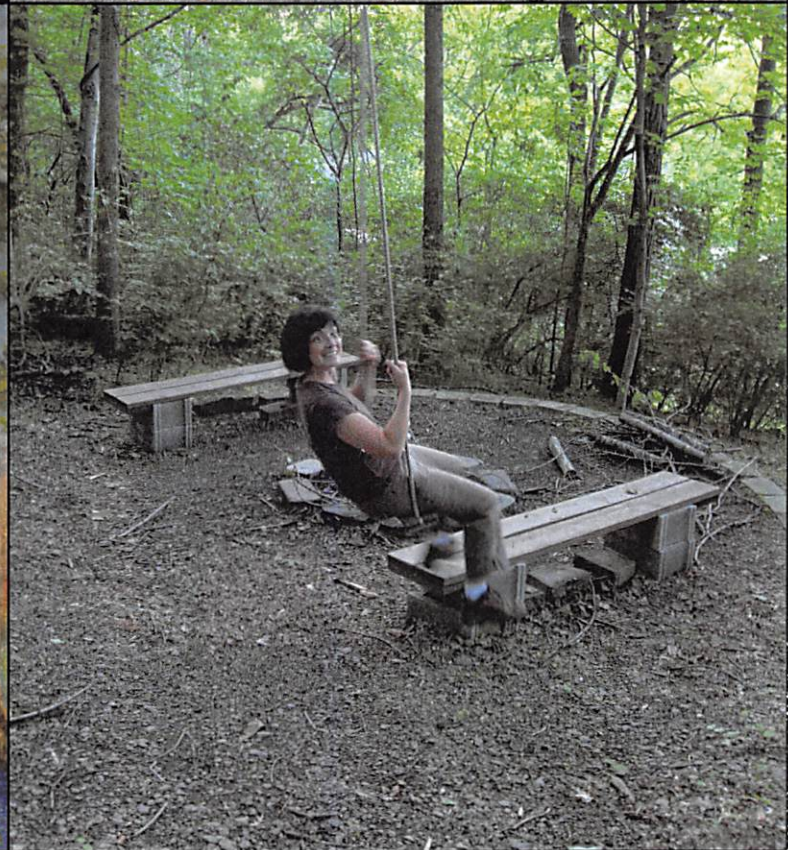
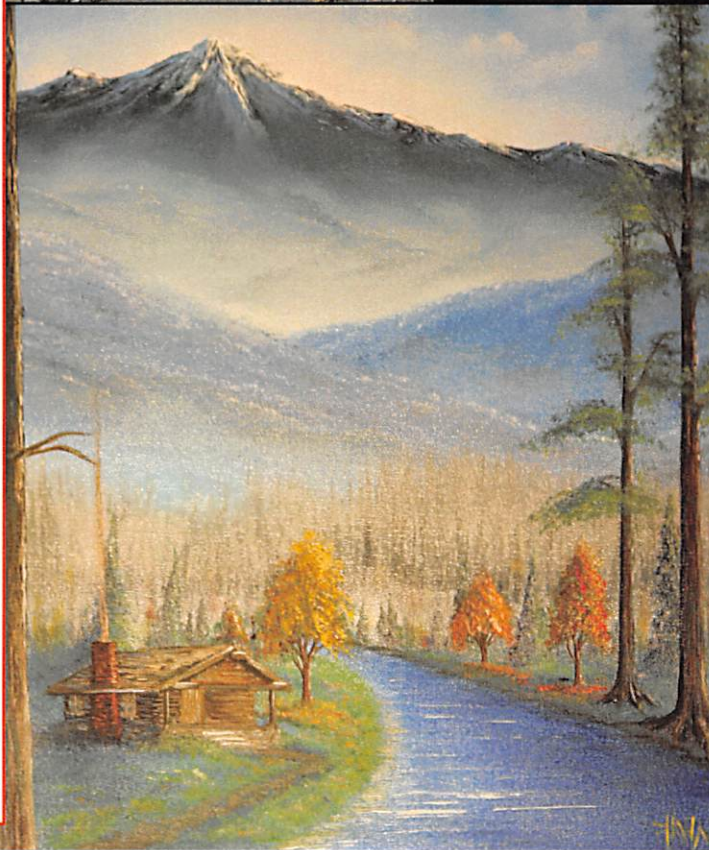
Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757
Email: appellatecourtclerk@tncourts.gov

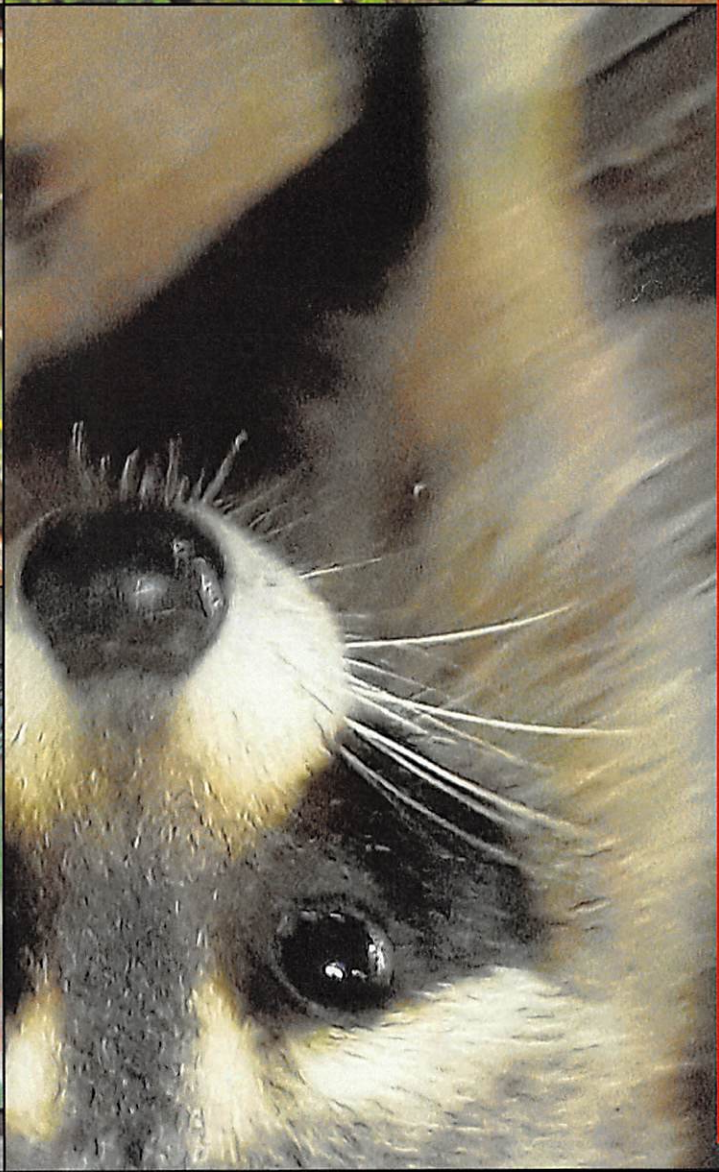
Forwarding Date: 10/15/2020



JEFFREY RYAN FENTON (pro se)

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



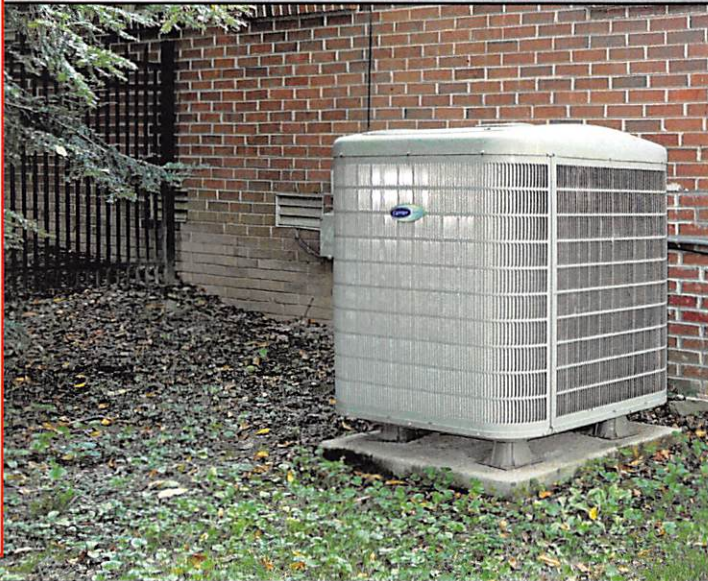
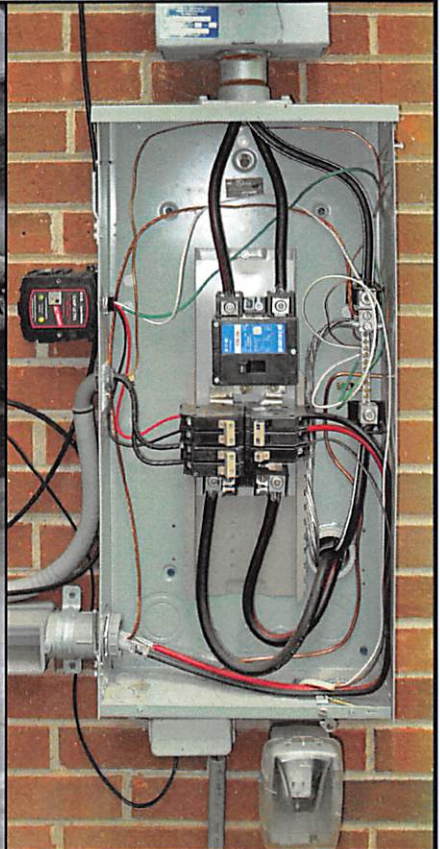


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SUNNY SIDE

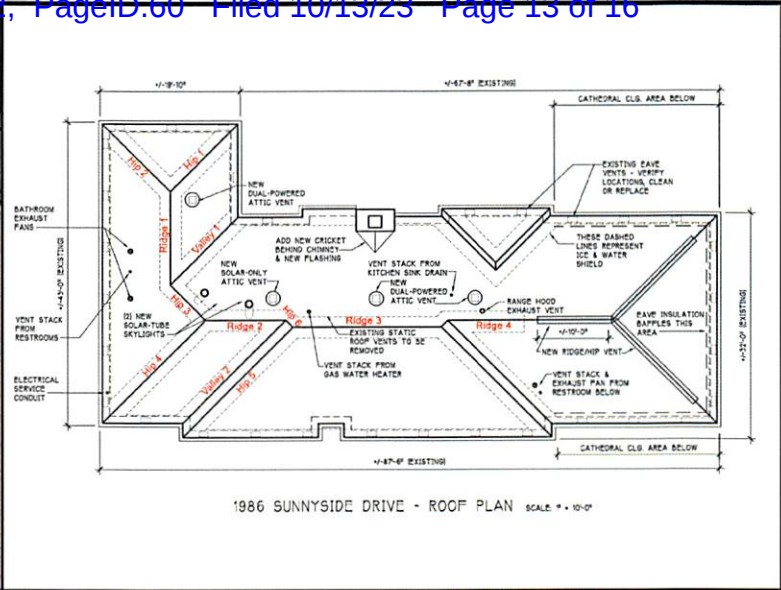


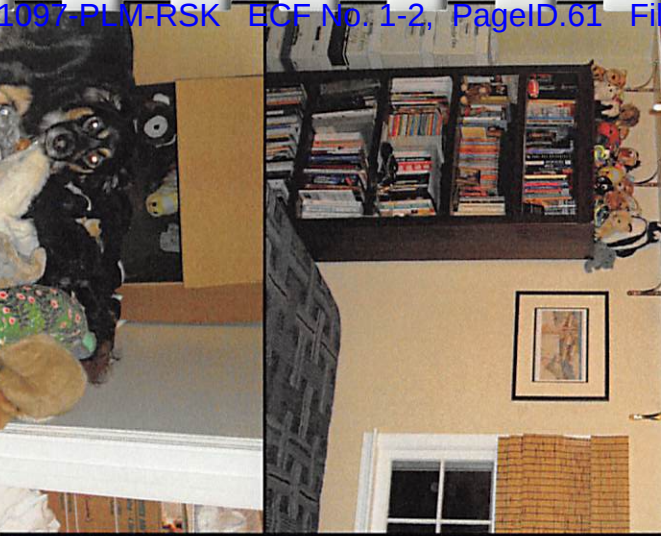
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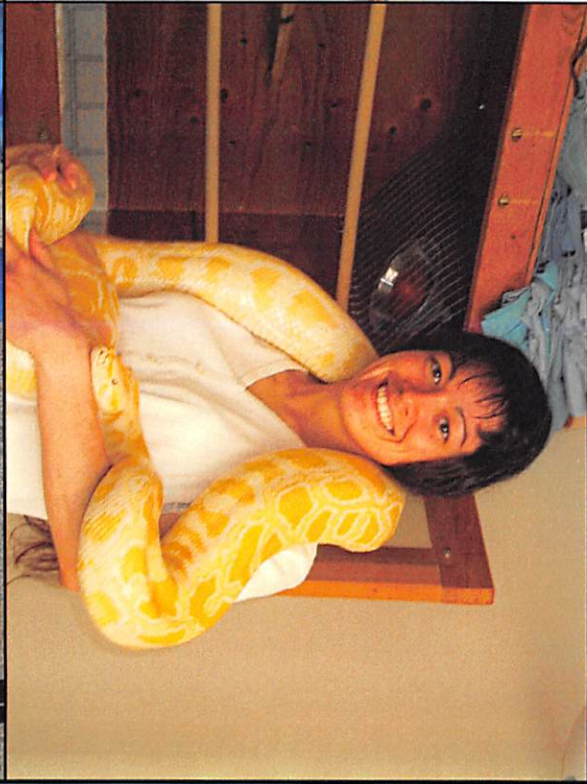
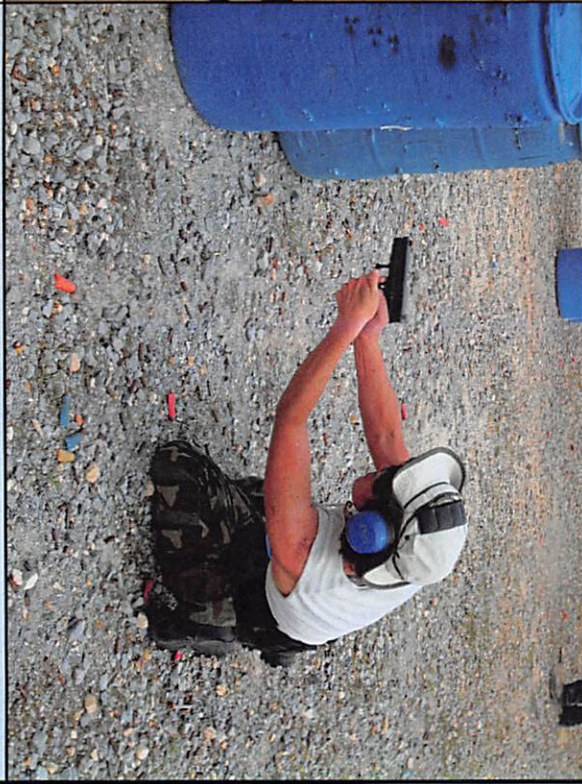
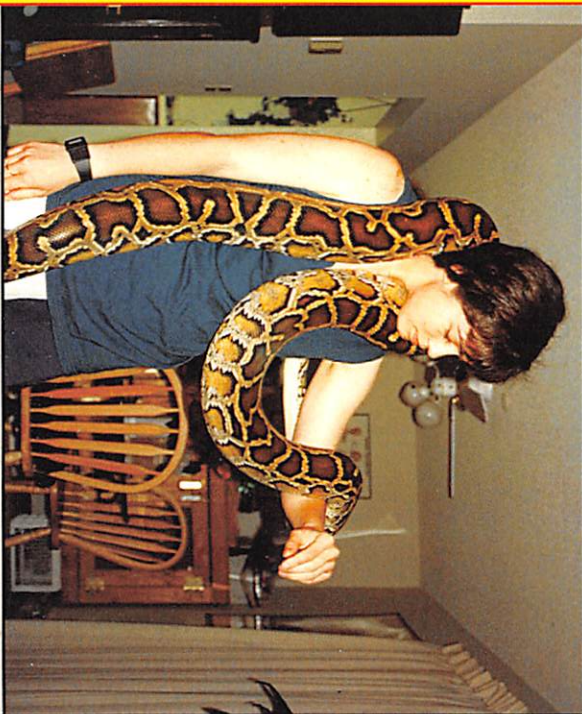


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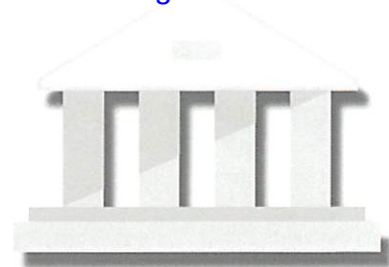




NOT EVERY FEMALE IS FRAIL, WEAK, DEFENSELESS, AND AFRAID; EVEN IF THEY CLAIM TO BE, FOR A STRATEGIC ADVANTAGE DURING A DIVORCE.



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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

APPENDIX-1

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

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

APPENDIX-2

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

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

APPENDIX-3

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

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

APPENDIX-4

RICO evidence here.

APPENDIX-5

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

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

November 1, 2018

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

To Whom It May Concern:

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

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

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

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

Sincerely,



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

CLOSED, CONVERTED, MEANSYES, DISCH(D)

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

APPENDIX - 10-1

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

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

Debtor disposition: Standard Discharge

Debtor

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

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

MARY ELIZABETH AUSBROOKS
(See above for address)

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

Trustee

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

Trustee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

Chapter you are filing under:

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

Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

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

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

Part 1: Identify Yourself

About Debtor 1:

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

1. Your full name

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

Bring your picture identification to your meeting with the trustee.

Fawn
 First name

[REDACTED]
 Middle name

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

 First name

 Middle name

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

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

Include your married or maiden names.

Fawn [REDACTED]
Fawn [REDACTED]

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

xxx-xx-2065

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

Case number (if known) _____

About Debtor 1:

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

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

I have not used any business name or EINs.

I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s) _____

Business name(s) _____

EINs _____

EINs _____

5. Where you live

If Debtor 2 lives at a different address:

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

Number, Street, City, State & ZIP Code

Davidson
County

County

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

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

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

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

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

Check one:

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason.
Explain. (See 28 U.S.C. § 1408.)

I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. **The chapter of the Bankruptcy Code you are choosing to file under** *Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)). Also, go to the top of page 1 and check the appropriate box.*
 Chapter 7
 Chapter 11
 Chapter 12
 Chapter 13

8. **How you will pay the fee**
 I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
 I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
 I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. **Have you filed for bankruptcy within the last 8 years?**
 No.
 Yes.
District _____ When _____ Case number _____
District _____ When _____ Case number _____
District _____ When _____ Case number _____

10. **Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?**
 No.
 Yes.
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____

11. **Do you rent your residence?**
 No. Go to line 12.
 Yes. Has your landlord obtained an eviction judgment against you?
 No. Go to line 12.
 Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

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

Case number (if known) _____

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

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

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

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

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

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

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

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

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

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

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

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

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

- No.
- Yes. What is the hazard? _____

If immediate attention is needed, why is it needed? _____

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

Where is the property? _____

Number, Street, City, State & Zip Code

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

Case number (if known)

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

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

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

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

About Debtor 1:

You must check one:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

You must check one:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case number (if known) _____

Part 6: Answer These Questions for Reporting Purposes

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

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

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

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

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

Part 7: Sign Below

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

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

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

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

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

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

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

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

For your attorney, if you are represented by one

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

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

/s/ Mary Beth Ausbrooks
Signature of Attorney for Debtor

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

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

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

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

Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

Fill in this information to identify your case:

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

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

Part 1 Summarize Your Assets

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

Part 2 Summarize Your Liabilities

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

Part 3 Summarize Your Income and Expenses

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

Part 4 Answer These Questions for Administrative and Statistical Records

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

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

Case number (if known)

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

\$ 7,500.00

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

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

Total claim

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

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

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

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

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

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

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

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

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____

Check if this is an amended filing

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

12/15

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

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

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

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

1.1

1986 Sunny Side Drive
Street address, if available, or other description

Brentwood TN 37027-0000
City State ZIP Code

Williamson
County

What is the property? Check all that apply

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

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

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

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

Tenants by the Entireties

Who has an interest in the property? Check one

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

Check if this is community property (see instructions)

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

Separated Spouse is on Deed only

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

\$425,000.00

Part 2: Describe Your Vehicles

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

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

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

- No
- Yes

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

VIN: [REDACTED]

Who has an interest in the property? Check one

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

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

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

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

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

- No
- Yes

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

\$16,375.00

Part 3: Describe Your Personal and Household Items

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

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

6. Household goods and furnishings

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

- No
- Yes. Describe.....

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

\$1,500.00

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

\$500.00

7. Electronics

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

- No
- Yes. Describe.....

Cellphone, Laptop, TV, Tablet

\$1,000.00

8. Collectibles of value

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

- No
- Yes. Describe.....

Breyer Horses

\$900.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

9. Equipment for sports and hobbies

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

- No
- Yes. Describe.....

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

\$600.00

10. Firearms

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

- No
- Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101

\$2,700.00

11. Clothes

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

- No
- Yes. Describe.....

Clothing/Shoes/Purse

\$500.00

12. Jewelry

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

- No
- Yes. Describe.....

Wedding Ring \$1500 and Costume jewelry

\$1,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

Dog, 2 Bunnies, Fish

\$0.00

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

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

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

\$1,000.00

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

\$2,000.00

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

\$12,200.00

Part 4. Describe Your Financial Assets

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

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

Debtor 1 **Fawn [REDACTED] Fenton** Case number (if known) _____

16. **Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
 Yes.....

Cash \$50.00

17. **Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
 Yes..... Institution name:

17.1. **Checking** First Farmers & Merchants \$2,000.00

17.2. **Checking** Ascend Federal CU \$0.00

17.3. **Savings** First Farmers & Merchants \$800.00

17.4. **Savings** Ascend Federal CU \$150.00

18. **Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
 Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

- No
 Yes. Give specific information about them.....
Name of entity: % of ownership:

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
 Yes. Give specific information about them
Issuer name:

21. **Retirement or pension accounts**

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
 Yes. List each account separately.
Type of account: Institution name:

22. **Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
 Yes. Institution name or individual:

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
 Yes..... Issuer name and description.

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

Official Form 106A/B

Schedule A/B: Property

page 4

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Best Case Bankruptcy

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

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

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

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

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

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

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

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

Money or property owed to you?

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

28. Tax refunds owed to you

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

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

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

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

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

- No
- Yes. Give specific information..

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

- No
- Yes. Name the insurance company of each policy and list its value.

Company name:
Beneficiary:
Surrender or refund value:

32. Any interest in property that is due you from someone who has died
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment
Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No

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

Yes. Describe each claim.....

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

No
 Yes. Describe each claim.....

35. Any financial assets you did not already list

No
 Yes. Give specific information..

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

\$4,533.50

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

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

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

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

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

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

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

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

Examples: Season tickets, country club membership

No
 Yes. Give specific information.....

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

\$0.00

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

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

Fill in this information to identify your case:

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

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

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

Case number
(if known)

Check if this is an amended filing

Official Form 106C
Schedule C: The Property You Claim as Exempt

4/19

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

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

Part 1: Identify the Property You Claim as Exempt

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

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

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

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

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

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

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

Fill in this information to identify your case:

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

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

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

Case number
(if known)

Check if this is an amended filing

Official Form 106D
Schedule D: Creditors Who Have Claims Secured by Property 12/15

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

1. Do any creditors have claims secured by your property?
- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
 - Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.		Column A Amount of claim Do not deduct the value of collateral. \$53,967.42	Column B Value of collateral that supports this claim \$425,000.00	Column C Unsecured portion if any \$0.00
<p>2.1 BanCorp South <small>Creditor's Name</small></p> <p>Attn: Officer Manager or Agent 914 Murfreesboro Road Franklin, TN 37067</p> <p><small>Number, Street, City, State & Zip Code</small></p>	<p>Describe the property that secures the claim:</p> <p>1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only</p> <p><small>As of the date you file, the claim is: Check all that apply.</small></p> <p><input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Home Equity Line of Credit</p>			
<p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt</p>				
<p>Date debt was incurred _____ Last 4 digits of account number _____</p>				

<p>2.2 Bank of America, NA <small>Creditor's Name</small></p> <p>Attn: Officer Manager or Agent 4909 Savarese Circle Tampa, FL 33634</p> <p><small>Number, Street, City, State & Zip Code</small></p>	<p>Describe the property that secures the claim:</p> <p>1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only</p> <p><small>As of the date you file, the claim is: Check all that apply.</small></p> <p><input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) First Mortgage</p>	\$240,182.77	\$425,000.00	\$0.00
<p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt</p>				
<p>Date debt was incurred _____ Last 4 digits of account number _____</p>				

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

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

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

2017 Toyota Prius 23,000 miles
VIN: _____

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

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

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

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

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

\$306,750.19
\$306,750.19

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

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

Fill in this information to identify your case:

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

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

Part 1: List All of Your PRIORITY Unsecured Claims

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

- No. Go to Part 2.
- Yes.

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

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

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

Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

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

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

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

Total claim

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

4.1

American Express

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 981537

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

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

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$9,518.02

When was the debt incurred? _____

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

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

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

Other. Specify **Credit Card**

4.2

Ascend Federal Credit Union

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 1210

Tullahoma, TN 37388

Number Street City State Zip Code

Who incurred the debt? Check one.

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

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$17,811.23

When was the debt incurred? _____

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

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

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

Other. Specify **Credit Card**

4.3

Bank of America

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 982238

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

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

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$11,793.22

When was the debt incurred? _____

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

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

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

Other. Specify **Credit Card**

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

4.4 **Capital One Bank USA NA** Last 4 digits of account number **\$9,818.83**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City, UT 84130-0281
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Flexible Spending Account**

4.5 **Chase Card** Last 4 digits of account number **\$0.00**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Notice**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line 2.1 of (Check one):
 Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number _____

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line 2.1 of (Check one):
 Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number _____

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

6a. Domestic support obligations	6a. \$	Total Claim
Total		<u>0.00</u>

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

Case number (if known) _____

claims from Part 1

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

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

6b. \$ 0.00

6c. \$ 0.00

6d. \$ 0.00

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

Total claims from Part 2

- 6f. **Student loans**

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

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

6f. \$ 0.00

Total Claim

6g. \$ 0.00

6h. \$ 0.00

6i. \$ 48,941.30

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

Fill in this information to identify your case:

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

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

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

Case number _____
(if known)

Check if this is an amended filing

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

12/15

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

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

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

Fill in this information to identify your case:

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
 (if known)

Check if this is an amended filing

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

12/15

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

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

- No
- Yes

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

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

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

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

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

3.1 _____
 Name

 Number Street
 City State ZIP Code

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

3.2 _____
 Name

 Number Street
 City State ZIP Code

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

Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
(If known)

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

Official Form 1061
Schedule I: Your Income 12/15

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

Part 1: Describe Employment

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

Part 2: Give Details About Monthly Income

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

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

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

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

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

Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
(If known)

Check if this is:

An amended filing

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

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses 12/15

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

Part 1 Describe Your Household

1. Is this a joint case?
- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
- No
- Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? No

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

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

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

Part 2 Estimate Your Ongoing Monthly Expenses

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

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

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

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>90.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>100.00</u>
6d. Other. Specify: _____	6d. \$ <u>0.00</u>
7. Food and housekeeping supplies	7. \$ <u>500.00</u>
8. Childcare and children's education costs	8. \$ <u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>89.00</u>
10. Personal care products and services	10. \$ <u>50.00</u>
11. Medical and dental expenses	11. \$ <u>10.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>150.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>50.00</u>
14. Charitable contributions and religious donations	14. \$ <u>25.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>200.00</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: Storage	17c. \$ <u>117.00</u>
17d. Other. Specify: _____	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	19. \$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: Pet Supplies - 1 Dog & 2 Bunnies & Fish	21. +\$ <u>400.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>3,025.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ _____
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>3,025.00</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ <u>5,845.04</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>3,025.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$ <u>2,820.04</u>
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
<input checked="" type="checkbox"/> No.	
<input type="checkbox"/> Yes. Explain here: _____	

Fill in this information to identify your case:

Debtor 1	Fawn	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number (if known)			

Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

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

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

Sign Below

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

No

Yes. Name of person _____

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

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

X /s/ Fawn Fenton
Fawn Fenton
Signature of Debtor 1

X _____
Signature of Debtor 2

Date April 26, 2019

Date _____

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

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Best Case Bankruptcy

Fill in this information to identify your case:

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

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

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

Case number
(if known)

Check if this is an amended filing

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

4/19

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

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

1. What is your current marital status?

- Married
- Not married

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

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

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

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

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

Part 2 Explain the Sources of Your Income

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

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

- No
- Yes. Fill in the details.

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

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

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

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

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

- No
- Yes. Fill in the details.

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

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

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

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

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

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

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

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

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

- No
 Yes. List all payments to an insider.

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

Debtor 1 **Fawn [REDACTED] Fenton** Case number (if known) _____

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

- No
- Yes. List all payments to an insider

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

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

- No
- Yes. Fill in the details.

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

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

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

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

- No
- Yes. Fill in the details.

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

- No
- Yes

Part 5: List Certain Gifts and Contributions

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

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

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

Debtor 1 **Fawn Fenton**

Case number (if known)

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

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

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

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

- No
- Yes. Fill in the details.

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

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
- Yes. Fill in the details.

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

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

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

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

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 5

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Best Case Bankruptcy

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

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

- No
- Yes. Fill in the details.

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

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

- No
- Yes. Fill in the details.

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

- No
- Yes. Fill in the details.

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

- No
- Yes. Fill in the details.

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

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

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

- No
- Yes. Fill in the details.

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

Case number (if known)

Part 10: Give Details About Environmental Information

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

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

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

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

- No
- Yes. Fill in the details.

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

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

- No
- Yes. Fill in the details.

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

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

- No
- Yes. Fill in the details.

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

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

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

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

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

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

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

Case number (if known) _____

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

- No
- Yes. Fill in the details below.

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

Part 12. Sign Below

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

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

Signature of Debtor 2

Date **April 26, 2019**

Date _____

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

- No
- Yes

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

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

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

This notice is for you if:

You are an individual filing for bankruptcy, and

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

The types of bankruptcy that are available to individuals

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

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

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

Chapter 7: Liquidation

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

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

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

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

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

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

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

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

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

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

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

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

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

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

Chapter 11: Reorganization

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

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

Read These Important Warnings

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

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

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

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

Chapter 12: Repayment plan for family farmers or fishermen

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

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

Chapter 13: Repayment plan for individuals with regular income

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

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

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

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

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

Warning: File Your Forms on Time

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

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

Bankruptcy crimes have serious consequences

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

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

Make sure the court has your mailing address

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

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

Understand which services you could receive from credit counseling agencies

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

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

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

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

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

B2030 (Form 2030) (12/15)

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

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No.

Chapter **13**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

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

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

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

Debtor Other (specify):

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

Debtor Other (specify):

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

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

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

a. [Other provisions as needed]

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

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

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

CERTIFICATION

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

April 26, 2019

Date

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Signature of Attorney

Rothschild & Ausbrooks PLLC

1222 16th Avenue South, Suite 12

Nashville, TN 37212-2926

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

notice@rothschildbklaw.com

Name of law firm

RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 CLIENTS AND ATTORNEYS

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

CLIENT

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

Before the case is filed:

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

After the case is filed:

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

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

ATTORNEY

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

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

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

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

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

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

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

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

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

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

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

Effective Date: 4-24-19

Rothschild & Ausbrooks, PLLC

By: [Signature]

[Signature]
CLIENT Fawn Fenton

CLIENT (if joint)

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

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No.
Chapter

13

VERIFICATION OF CREDITOR MATRIX

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

Date: **April 26, 2019**

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

FAWN [REDACTED] FENTON

[REDACTED]
BRENTWOOD TN 37027

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

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

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

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

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

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

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

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

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

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203

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

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


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

Debtor **Fawn ██████ Fenton**
 United States Bankruptcy Court for the MIDDLE DISTRICT OF TENNESSEE
 [Bankruptcy district]

Check if this is an amended plan

Case number: _____

Chapter 13 Plan

Part 1 Notices

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

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

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

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

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

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
<input checked="" type="checkbox"/> Debtor 1	\$595.00	Semi-Monthly	60 months	<input checked="" type="checkbox"/> Debtor will make payment directly to trustee
<input type="checkbox"/> Debtor 2				<input type="checkbox"/> Debtor consents to payroll deduction from:

2.2 Income tax refunds.

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income refunds as follows:

2.3 Additional payments.

Check one.

- None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is \$100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

Debtor Fawn ██████ Fenton Case number _____

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00 Gap payments:	0.00%	See Nonstandard provisions, set out in Part 9.
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00 Gap payments:	0.00%	See Nonstandard provisions, set out in Part 9.

3.2 Request for valuation of security and claim modification. Check one.

- None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced. **The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.**
- For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Debtor		Fawn ██████ Fenton		Case number			
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

100.00 % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor Fawn [REDACTED] Fenton Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:

Check the applicable box:

Debtor Fawn [REDACTED] Fenton Case number _____

plan confirmation.
 other: Entry of Discharge

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ \$25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrearages shall include all sums designated as pre-petition arrearages in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrear claim noted above.

Part 10: Signatures:

X /s/ Mary Beth Ausbrooks Date April 26, 2019
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn [REDACTED] Fenton Date April 26, 2019
Fawn [REDACTED] Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

Fill in this information to identify your case

Debtor 1	Fawn	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

Check if this an amended filing

Official Form 103A
Application for Individuals to Pay the Filing Fee in Installments

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information.

Part 1: Specify Your Proposed Payment Timetable

1. Which chapter of the Bankruptcy Code are you choosing to file under?

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

2. You may apply to pay the filing fee in up to four installments. Fill in the amounts you propose to pay and the dates you plan to pay them. Be sure all dates are business days. Then add the payments you propose to pay.

You propose to pay...

\$	<u>0.00</u>	<input checked="" type="checkbox"/> With the filing of the petition	
		<input type="checkbox"/> On or before this date.....	<u>MM / DD / YYYY</u>
\$	_____	On or before this date.....	<u>MM / DD / YYYY</u>
		(X) or, balance to be paid through plan by Chapter 13 Trustee.	
\$	_____	On or before this date.....	<u>MM / DD / YYYY</u>
+ \$	_____	On or before this date.....	<u>MM / DD / YYYY</u>

You must propose to pay the entire fee no later than 120 days after you file this bankruptcy case. If the court approves your application, the court will set your final payment timetable.

Total \$ 310.00 Your total must equal the entire fee for the chapter you checked in line 1.

Part 2: Sign Below

By signing here, you state that you are unable to pay the full filing fee at once, that you want to pay the fee in installments, and that you understand that:

- You must pay your entire filing fee before you make any more payments or transfer any more property to an attorney, bankruptcy petition preparer, or anyone else for services in connection with your bankruptcy case.
- You must pay the entire fee no later than 120 days after you first file for bankruptcy, unless the court later extends your deadline. Your debts will not be discharged until your entire fee is paid.
- If you do not make any payment when it is due, your bankruptcy case may be dismissed, and your rights in other bankruptcy proceedings may be affected.

X /s/ Fawn Fenton
Fawn Fenton
 Signature of Debtor 1

X _____
 Signature of Debtor 2

X /s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks
 Your attorney's name and signature, if you used one

Date April 26, 2019
 MM / DD / YYYY

Date _____
 MM / DD / YYYY

Date April 26, 2019
 MM / DD / YYYY

Fill in this information to identify the case:

Debtor 1	Fawn	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:		MIDDLE DISTRICT OF TENNESSEE	
Case number (if known)	_____		
Chapter filing under:	<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input checked="" type="checkbox"/> Chapter 13		

Order Approving Payment of Filing Fee in Installments

After considering the *Application for Individuals to Pay the Filing Fee in Installments* (Official Form 103A), the court orders that:

- The debtor(s) may pay the filing fee in installments on the terms proposed in the application.
- The debtor(s) must pay the filing fee according to the following terms:

<u>You must pay...</u>	<u>On or before this date...</u>
\$ _____	_____ Month / day / year
\$ _____	_____ Month / day / year
\$ _____	_____ Month / day / year
+ \$ _____	_____ Month / day / year
Total \$ _____	

Until the filing fee is paid in full, the debtor(s) must not make any additional payment or transfer any additional property to an attorney or to anyone else for services in connection with this case.

_____ **By the court:** _____
 Month / day / year United States Bankruptcy Judge

Fill in this information to identify your case

Debtor 1 **Fawn [REDACTED] Fenton**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: **Middle District of Tennessee**

Case number _____
(if known)

Check as directed in lines 17 and 21.

According to the calculations required by this Statement:

1. Disposable income is not determined under 11 U.S.C. § 1325(b)(3).

2. Disposable income is determined under 11 U.S.C. § 1325(b)(3).

3. The commitment period is 3 years.

4. The commitment period is 5 years.

Check if this is an amended filing

Official Form 122C-1
Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period

12/15

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

Part 1: Calculate Your Average Monthly Income

1. **What is your marital and filing status?** Check one only.
- Not married.** Fill out Column A, lines 2-11.
- Married.** Fill out both Columns A and B, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse												
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 7,500.00	\$ 0.00												
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00												
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Do not include payments from a spouse. Do not include payments you listed on line 3.	\$ 0.00	\$ 0.00												
5. Net income from operating a business, profession, or farm	<table border="0"> <tr> <td></td> <td>Debtor 1</td> <td></td> </tr> <tr> <td>Gross receipts (before all deductions)</td> <td>\$ 0.00</td> <td></td> </tr> <tr> <td>Ordinary and necessary operating expenses</td> <td>-\$ 0.00</td> <td></td> </tr> <tr> <td>Net monthly income from a business, profession, or farm</td> <td>\$ 0.00</td> <td>Copy here -> \$ 0.00</td> </tr> </table>			Debtor 1		Gross receipts (before all deductions)	\$ 0.00		Ordinary and necessary operating expenses	-\$ 0.00		Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00
	Debtor 1													
Gross receipts (before all deductions)	\$ 0.00													
Ordinary and necessary operating expenses	-\$ 0.00													
Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00												
6. Net income from rental and other real property	<table border="0"> <tr> <td></td> <td>Debtor 1</td> <td></td> </tr> <tr> <td>Gross receipts (before all deductions)</td> <td>\$ 0.00</td> <td></td> </tr> <tr> <td>Ordinary and necessary operating expenses</td> <td>-\$ 0.00</td> <td></td> </tr> <tr> <td>Net monthly income from rental or other real property</td> <td>\$ 0.00</td> <td>Copy here -> \$ 0.00</td> </tr> </table>			Debtor 1		Gross receipts (before all deductions)	\$ 0.00		Ordinary and necessary operating expenses	-\$ 0.00		Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00
	Debtor 1													
Gross receipts (before all deductions)	\$ 0.00													
Ordinary and necessary operating expenses	-\$ 0.00													
Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00												

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

Case number (if known) _____

	Column A Debtor 1		Column B Debtor 2 or non-filing spouse
7. Interest, dividends, and royalties	\$ 0.00		\$ 0.00
8. Unemployment compensation	\$ 0.00		\$ 0.00
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:			
For you	\$ 0.00		
For your spouse	\$ 0.00		
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ 0.00		\$ 0.00
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.	\$ 0.00		\$ 0.00
_____	\$ 0.00		\$ 0.00
_____	\$ 0.00		\$ 0.00
Total amounts from separate pages, if any.	+ \$ 0.00		\$ 0.00
11. Calculate your total average monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ 7,500.00	+	\$ 0.00 = \$ 7,500.00
			Total average monthly income

Part 2: Determine How to Measure Your Deductions from Income

12. Copy your total average monthly income from line 11. \$ 7,500.00

13. Calculate the marital adjustment. Check one:

You are not married. Fill in 0 below.

You are married and your spouse is filing with you. Fill in 0 below.

You are married and your spouse is not filing with you.

Fill in the amount of the income listed in line 11, Column B, that was NOT regularly paid for the household expenses of you or your dependents, such as payment of the spouse's tax liability or the spouse's support of someone other than you or your dependents. Below, specify the basis for excluding this income and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page.

If this adjustment does not apply, enter 0 below.

_____	\$	_____
_____	\$	_____
_____	+\$	_____
Total	\$	0.00

Copy here=>

14. **Your current monthly income.** Subtract line 13 from line 12. \$ 7,500.00

15. Calculate your current monthly income for the year. Follow these steps:

15a. Copy line 14 here=> \$ 7,500.00

Multiply line 15a by 12 (the number of months in a year). x 12

15b. The result is your current monthly income for the year for this part of the form. \$ 90,000.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period **10/01/2018** to **03/31/2019**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: **Adkisson & Associates**

Constant income of **\$7,500.00** per month.

Fill in this information to identify your case.

Debtor 1 Fawn [REDACTED] Fenton

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number _____
(if known)

Check if this is an amended filing

Official Form 122C-2

Chapter 13 Calculation of Your Disposable Income

04/19

To fill out this form, you will need your completed copy of *Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period* (Official Form 122C-1).

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

Part 1: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not include any operating expenses that you subtracted from income in lines 5 and 6 of Form 122C-1, and do not deduct any amounts that you subtracted from your spouse's income in line 13 of Form 122C-1.

If your expenses differ from month to month, enter the average expense.

Note: Line numbers 1-4 are not used in this form. These numbers apply to information required by a similar form used in chapter 7 cases.

5. The number of people used in determining your deductions from income

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household.

1

National Standards You must use the IRS National Standards to answer the questions in lines 6-7.

6. Food, clothing, and other items: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items. \$ 647.00

7. Out-of-pocket health care allowance: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories—people who are under 65 and people who are 65 or older—because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

People who are under 65 years of age

7a. Out-of-pocket health care allowance per person \$ 52
 7b. Number of people who are under 65 X 1
 7c. Subtotal. Multiply line 7a by line 7b. \$ 52.00 Copy here=> \$ 52.00

People who are 65 years of age or older

7d. Out-of-pocket health care allowance per person \$ 114
 7e. Number of people who are 65 or older X 0
 7f. Subtotal. Multiply line 7d by line 7e. \$ 0.00 Copy here=> \$ 0.00

7g. Total. Add line 7c and line 7f \$ 52.00 Copy total here=> \$ 52.00

Local Standards You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- Housing and utilities - Insurance and operating expenses
- Housing and utilities - Mortgage or rent expenses

To answer the questions in lines 8-9, use the U.S. Trustee Program chart. To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. **Housing and utilities - Insurance and operating expenses:** Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. \$ 490.00

9. **Housing and utilities - Mortgage or rent expenses:**

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses. \$ 1,447.00

9b. Total average monthly payment for all mortgages and other debts secured by your home.
 To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Next divide by 60.

Name of the creditor	Average monthly payment
-NONE-	\$ _____

9b. Total average monthly payment \$ 0.00 Copy here=> -\$ 0.00 Repeat this amount on line 33a.

9c. Net mortgage or rent expense.

Subtract line 9b (total average monthly payment) from line 9a (mortgage or rent expense). If this number is less than \$0, enter \$0.

\$ 1,447.00 Copy here=> \$ 1,447.00

10. If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim. \$ 0.00

Explain why: _____

Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

11. **Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

- 0. Go to line 14.
- 1. Go to line 12.
- 2 or more. Go to line 12.

12. **Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area. \$ 196.00

13. **Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

Vehicle 1 Describe Vehicle 1: 2017 Toyota Prius 23,000 miles VIN: ██████████

13a. Ownership or leasing costs using IRS Local Standard..... \$ 497.00

13b. Average monthly payment for all debts secured by Vehicle 1.
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
<u>Toyota Motor Credit Co.</u>	\$ <u>300.00</u>

Total Average Monthly Payment

\$ 300.00

Copy here => -\$ 300.00

Repeat this amount on line 33b.

13c. Net Vehicle 1 ownership or lease expense
Subtract line 13b from line 13a. if the number is less than \$0, enter \$0.

\$ 197.00

Copy net Vehicle 1 expense here => \$ 197.00

Vehicle 2 Describe Vehicle 2:

13d. Ownership or leasing costs using IRS Local Standard..... \$ 0.00

13e. Average monthly payment for all debts secured by Vehicle 2. Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
_____	\$ _____

Total average monthly payment

\$ _____

Copy here => -\$ 0.00

Repeat this amount on line 33c.

13f. Net Vehicle 2 ownership or lease expense
Subtract line 13e from line 13d. if this number is less than \$0, enter \$0.

\$ 0.00

Copy net Vehicle 2 expense here => \$ 0.00

14. **Public transportation expense:** If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation expense allowance* regardless of whether you use public transportation. \$ 0.00

15. **Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*. \$ 0.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

Other Necessary Expenses

In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

- 16. **Taxes:** The total monthly amount that you will actually pay for federal, state and local taxes, such as income taxes, self-employment taxes, social security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.
Do not include real estate, sales, or use taxes. \$ 1,654.96
- 17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.
Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. \$ 0.00
- 18. **Life insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance.
Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. \$ 0.00
- 19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.
Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. \$ 0.00
- 20. **Education:** The total monthly amount that you pay for education that is either required:
 - as a condition for your job, or
 - for your physically or mentally challenged dependent child if no public education is available for similar services.\$ 0.00
- 21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool.
Do not include payments for any elementary or secondary school education. \$ 0.00
- 22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7.
Payments for health insurance or health savings accounts should be listed only in line 25. \$ 0.00
- 23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.
Do not include payments for basic home telephone, internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 122C-1, or any amount you previously deducted. +\$ 0.00

24. **Add all of the expenses allowed under the IRS expense allowances.**

Add lines 6 through 23.

\$ 4,683.96

Additional Expense Deductions

These are additional deductions allowed by the Means Test.

Note: Do not include any expense allowances listed in lines 6-24.

25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.

Health insurance \$ 0.00
 Disability insurance \$ 0.00
 Health savings account + \$ 0.00

Total \$ 0.00 Copy total here=> \$ 0.00

Do you actually spend this total amount?
 No. How much do you actually spend?
 Yes \$ _____

26. **Continued contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLA program. 26 U.S.C. § 529A(b). \$ 0.00

27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply. \$ 0.00

By law, the court must keep the nature of these expenses confidential.

Debtor 1 **Fawn Fenton**

Case number (if known)

28. **Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

29. **Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than \$170.83* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

* Subject to adjustment on 4/01/22, and every 3 years after that for cases begun on or after the date of adjustment.

\$ 0.00

30. **Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

31. **Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 11 U.S.C. § 548(d)(3) and (4).

Do not include any amount more than 15% of your gross monthly income.

\$ 25.00

32. **Add all of the additional expense deductions.**

Add lines 25 through 31.

\$ 25.00

Deductions for Debt Payment

33. **For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.**

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Mortgages on your home

Average monthly payment

33a. Copy line 9b here => \$ 0.00

Loans on your first two vehicles

33b. Copy line 13b here => \$ 300.00

33c. Copy line 13e here => \$ 0.00

33d. List other secured debts

Name of each creditor for other secured debt	Identify property that secures the debt	Does payment include taxes or insurance?	
-NONE-		<input type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No <input type="checkbox"/> Yes +	\$ _____

33e. Total average monthly payment. Add lines 33a through 33d

\$ 300.00 Copy total here=> \$ 300.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

34. Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?

- No. Go to line 35.
- Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount	Monthly cure amount
-NONE-		\$ _____	+ 60 = \$ _____
		Total \$ 0.00	Copy total here=> \$ 0.00

35. Do you owe any priority claims - such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case? 11 U.S.C. § 507.

- No. Go to line 36.
- Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims \$ **310.00** + 60 \$ **5.17**

36. Projected monthly Chapter 13 plan payment

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts). To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

\$ **1,190.00**
 X **3.50**
 Average monthly administrative expense \$ **41.65** Copy total here=> \$ **41.65**

37. Add all of the deductions for debt payment.
 Add lines 33e through 36.

\$ **346.82**

Total Deductions from Income

38. Add all of the allowed deductions.

Copy line 24, All of the expenses allowed under IRS expense allowances \$ **4,683.96**
 Copy line 32, All of the additional expense deductions \$ **25.00**
 Copy line 37, All of the deductions for debt payment +\$ **346.82**

Total deductions..... \$ **5,055.78** Copy total here=> \$ **5,055.78**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

Part 2: Determine Your Disposable Income Under 11 U.S.C. § 1325(b)(2)

39. Copy your total current monthly income from line 14 of Form 122C-1, Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period. \$ **7,500.00**

40. Fill in any reasonably necessary income you receive for support for dependent children. The monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I of Form 122C-1, that you received in accordance with applicable nonbankruptcy law to the extent reasonably necessary to be expended for such child. \$ **0.00**

41. Fill in all qualified retirement deductions. The monthly total of all amounts that your employer withheld from wages as contributions for qualified retirement plans, as specified in 11 U.S.C. § 541(b)(7) plus all required repayments of loans from retirement plans, as specified in 11 U.S.C. § 362(b)(19). \$ **0.00**

42. Total of all deductions allowed under 11 U.S.C. § 707(b)(2)(A). Copy line 38 here => \$ **5,055.78**

43. Deduction for special circumstances. If special circumstances justify additional expenses and you have no reasonable alternative, describe the special circumstances and their expenses. You must give your case trustee a detailed explanation of the special circumstances and documentation for the expenses.

Describe the special circumstances	Amount of expense
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total \$ **0.00** Copy here=> \$ **0.00**

44. Total adjustments. Add lines 40 through 43 => \$ **5,055.78** Copy here=> -\$ **5,055.78**

45. Calculate your monthly disposable income under § 1325(b)(2). Subtract line 44 from line 39. \$ **2,444.22**

Part 3: Change in Income or Expenses

46. Change in income or expenses. If the income in Form 122C-1 or the expenses you reported in this form have changed or are virtually certain to change after the date you filed your bankruptcy petition and during the time your case will be open, fill in the information below. For example, if the wages reported increased after you filed your petition, check 122C-1 in the first column, enter line 2 in the second column, explain why the wages increased, fill in when the increase occurred, and fill in the amount of the increase.

Form	Line	Reason for change	Date of change	Increase or decrease?	Amount of change
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2				<input type="checkbox"/> Decrease	\$ _____

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) _____

Part 4: Sign Below

By signing here, under penalty of perjury you declare that the information on this statement and in any attachments is true and correct.

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

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

Certificate Number: 15725-TNM-CC-032535372



15725-TNM-CC-032535372

CERTIFICATE OF COUNSELING

I CERTIFY that on April 1, 2019, at 3:36 o'clock PM EDT, Fawn Fenton received from 001 Debtorcc, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Middle District of Tennessee, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: April 1, 2019 By: /s/Landes Thomas

Name: Landes Thomas

Title: Counselor

* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. See 11 U.S.C. §§ 109(h) and 521(b).

0 TOTAL CERTIFIED MAILINGS: \$0.00
3 TOTAL USPS MAILINGS: \$3.00

Respectfully submitted

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Debtor **Fawn ██████ Fenton**
 United States Bankruptcy Court for the **MIDDLE DISTRICT OF TENNESSEE**
 [Bankruptcy district]

Check if this is an amended plan

Case number: _____

Chapter 13 Plan

Part 1 Notices

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

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

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

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

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

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
<input checked="" type="checkbox"/> Debtor 1	\$595.00	Semi-Monthly	60 months	<input checked="" type="checkbox"/> Debtor will make payment directly to trustee
<input type="checkbox"/> Debtor 2				<input type="checkbox"/> Debtor consents to payroll deduction from:

2.2 Income tax refunds.

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income refunds as follows:

2.3 Additional payments.

Check one.

- None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is \$100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

APPENDIX D

Chapter 13 Plan

Page 1

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Best Case Bankruptcy

Debtor Fawn ██████ Fenton Case number _____

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		

3.2 Request for valuation of security and claim modification. Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced. **The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.**

For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Debtor		Fawn ██████ Fenton		Case number			
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

100.00 % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor Fawn [REDACTED] Fenton Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:

Check the applicable box:

APPENDIX D

Chapter 13 Plan

Page 4

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Best Case Bankruptcy

Debtor Fawn [REDACTED] Fenton Case number _____

plan confirmation.
 other: Entry of Discharge

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ \$25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrearages shall include all sums designated as pre-petition arrearages in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrearages claim noted above.

Part 10: Signatures:

X /s/ Mary Beth Ausbrooks Date April 26, 2019
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn [REDACTED] Fenton Date April 26, 2019
Fawn [REDACTED] Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

Form oinst

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19-bk-02693

Chapter 13

In re:

Fawn [REDACTED] Fenton [REDACTED]

[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security No.:

xxx-xx-2065

Employer's Tax I.D. No.:

Order Approving Payment of Filing Fees in Installments

The debtor has filed an application and affidavit stating the terms for paying the filing fees in this case in installments.

IT IS ORDERED that the debtor shall pay the filing fee in the amount of \$ 310.00 by cash, money order or cashiers check made payable to the Clerk of the US Bankruptcy Court, 701 Broadway, Suite 170, Nashville, TN 37203 within 120 days of the original filing of the petition

IT IS FURTHER ORDERED that until the filing fee is paid in full the debtor(s) shall not make any additional payment or transfer any additional property to an attorney or any other person for services in connection with this case.

BY THE COURT

Dated: 4/26/19

/s/ Charles M Walker
United States Bankruptcy Judge

KMD

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED] CIRLCE
BRENTWOOD, TN 37027

CASE NO. 19-02693-CW3-13
04/29/2019

SSN XXX-XX-2065

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203

PLEASE INCLUDE ON ALL PAYMENTS:

NAME: FAWN [REDACTED] FENTON
CASE NUMBER: 319-02693

FOR INQUIRIES:

PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 4/30/2019



KMD

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027
SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
04/29/2019

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

**CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203**

PLEASE INCLUDE ON ALL PAYMENTS:

**NAME: FAWN TIFFANY FENTON
CASE NUMBER: 319-02693**

FOR INQUIRIES:

**PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241**

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN [REDACTED] FENTON
ROTSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

**THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.**

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Information to identify the case:			
Debtor 1	Fawn [REDACTED] Fenton		Social Security number or ITIN xxx-xx-2065
	First Name Middle Name Last Name		EIN ___-_____-
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name		Social Security number or ITIN _____
			EIN ___-_____-
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE		Date case filed for chapter 13 4/26/19
Case number:	3:19-bk-02693		

Official Form 309I

Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn [REDACTED] Fenton	
2. All other names used in the last 8 years	[REDACTED]	[REDACTED]
3. Address	[REDACTED] Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. Bankruptcy trustee Name and address	HENRY EDWARD HILDEBRAND III OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019	Contact phone: 615 244-1101 Email: None
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM-4:00PM Monday-Friday Contact phone: 615-736-5584 Date: 4/30/19

For more information, see page 2

Debtor Fawn ██████ Fenton

Case number 3:19-bk-02693

<p>7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p>June 11, 2019 at 11:00 AM</p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p>	<p>Location: Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>*** Valid photo identification required ***</p>		
<p>8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p>Deadline to file a complaint to challenge dischargeability of certain debts:</p> <p>You must file:</p> <ul style="list-style-type: none"> a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4). <p>Deadline for all creditors to file a proof of claim (except governmental units):</p> <p>Deadline for governmental units to file a proof of claim:</p>	<p>Filing deadline: 8/12/19</p> <p>Filing deadline: 7/5/19</p> <p>Filing deadline: 10/23/19</p>
<p>Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>		
<p>Deadline to object to exemptions: Filing deadline: 30 days after the conclusion of the meeting of creditors The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>		
<p>9. Filing of plan</p>	<p>If the debtor has filed a plan, it is enclosed. Any written objection must be filed at least 5 calendar days before the meeting of creditors. An oral objection may be raised at the meeting of creditors. If a timely objection is made, the confirmation hearing will be held on: 7/15/19 at 08:30 AM, Location: Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. If no timely objection is made, the plan may be confirmed as unopposed.</p>	
<p>10. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p>11. Filing a chapter 13 bankruptcy case</p>	<p>Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.</p>	
<p>12. Exempt property</p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.</p>	
<p>13. Discharge of debts</p>	<p>Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline.</p>	

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

IN RE: : **CASE NO: 19-02693-CMW**
: **CHAPTER: 13**
:
FAWN [REDACTED] FENTON :
Debtor :
:
:
:

**NOTICE OF APPEARANCE AND REQUEST
FOR SERVICE OF ALL NOTICES**

BANK OF AMERICA, N.A. (hereinafter referred to as "Creditor") hereby enters its appearance and the law firm of Rubin Lublin TN, PLLC, pursuant to Bankruptcy Rules 2002 and 9010, hereby enters their appearance as attorneys for Creditor with regard to all matters and proceedings, pleadings and complaints and adversary proceedings filed in connection with the above-referenced case, showing counsel's name, office address and telephone number as follows:

Natalie Brown, Esq.
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com

and hereby requests that the Clerk of Court add the Law Firm to the mailing matrix for said Creditor.

PLEASE TAKE FURTHER NOTICE that this request is made without submitting to the jurisdiction of the Court, without waiving service of process or otherwise waiving any rights.

Respectfully submitted,

Rubin Lublin TN, PLLC

By: /s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing by depositing same in the U.S. Mail, with adequate postage affixed thereon to the said parties as follows:

MARY ELIZABETH AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926

Henry Edward Hildebrand, III, Trustee
Office of the Chapter 13 Trustee
PO BOX 340019
Nashville, TN 37203

This 1st day of May, 2019

/s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: 309I

Page 1 of 1
Total Noticed: 15

Date Rcvd: Apr 30, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- 6897904 +Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388-1210
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- at E-mail/Text: marybeth@rothschildbklaw.com May 01 2019 02:07:59 MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
- tr E-mail/Text: HHecef@ch13nsh.com May 01 2019 02:09:15 HENRY EDWARD HILDEBRAND, III, OFFICE OF THE CHAPTER 13 TRUSTEE, PO BOX 340019, NASHVILLE, TN 37203-0019
- 6897903 +EDI: AMEREXPR.COM May 01 2019 06:03:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6897906 EDI: BANKAMER.COM May 01 2019 06:03:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
- 6897908 EDI: CAPITALONE.COM May 01 2019 06:03:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897909 +EDI: CHASE.COM May 01 2019 06:03:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897911 +EDI: IRS.COM May 01 2019 06:03:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
- 6897912 EDI: TFSR.COM May 01 2019 06:03:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 8

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
 - 6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
- TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 29, 2019 at the address(es) listed below:

- HENRY EDWARD HILDEBRAND, III hhecef@ch13nsh.com
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

TOTAL: 3

Information to identify the case:			Social Security number or ITIN	xxx-xx-2065
Debtor 1	Fawn [REDACTED] Fenton		EIN	__-____-
	First Name	Middle Name	Last Name	
Debtor 2			Social Security number or ITIN	____-
(Spouse, if filing)	First Name	Middle Name	Last Name	EIN
				__-____-
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE			Date case filed for chapter
Case number:	3:19-bk-02693			13 4/26/19

Official Form 309I

Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn [REDACTED] Fenton	
2. All other names used in the last 8 years	[REDACTED]	[REDACTED]
3. Address	[REDACTED] Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. Bankruptcy trustee Name and address	HENRY EDWARD HILDEBRAND III OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019	Contact phone: 615 244-1101 Email: None
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM-4:00PM Monday-Friday Contact phone: 615-736-5584 Date: 4/30/19

For more information, see page 2

Debtor Fawn ██████ Fenton

Case number 3:19-bk-02693

<p>7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p>June 11, 2019 at 11:00 AM</p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p>	<p>Location: Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>*** Valid photo identification required ***</p>		
<p>8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p>Deadline to file a complaint to challenge dischargeability of certain debts:</p> <p>You must file:</p> <ul style="list-style-type: none"> a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4). <p>Deadline for all creditors to file a proof of claim (except governmental units):</p> <p>Deadline for governmental units to file a proof of claim:</p> <hr/> <p>Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p> <hr/> <p>Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>	<p>Filing deadline: 8/12/19</p> <p>Filing deadline: 7/5/19</p> <p>Filing deadline: 10/23/19</p> <hr/> <p>Filing deadline: 30 days after the conclusion of the meeting of creditors</p>
<p>9. Filing of plan</p>	<p>If the debtor has filed a plan, it is enclosed. Any written objection must be filed at least 5 calendar days before the meeting of creditors. An oral objection may be raised at the meeting of creditors. If a timely objection is made, the confirmation hearing will be held on: 7/15/19 at 08:30 AM, Location: Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. If no timely objection is made, the plan may be confirmed as unopposed.</p>	
<p>10. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p>11. Filing a chapter 13 bankruptcy case</p>	<p>Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.</p>	
<p>12. Exempt property</p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.</p>	
<p>13. Discharge of debts</p>	<p>Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline.</p>	

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: pdf001

Page 1 of 1
Total Noticed: 13

Date Rcvd: Apr 30, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- 6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6897904 +Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388-1210
- 6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897909 +Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com May 01 2019 02:11:04
Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +E-mail/Text: cio.bncmail@irs.gov May 01 2019 02:08:14 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811

TOTAL: 2

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
 - 6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
- TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g) (4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 26, 2019 at the address(es) listed below:

- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbkllaw.com, rothschildbkllawnotice@gmail.com; bethmr72429@notify.bestcase.com
- US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 2

Debtor **Fawn ██████ Fenton**

United States Bankruptcy Court for the

MIDDLE DISTRICT OF TENNESSEE

[Bankruptcy district]

Check if this is an amended plan

Case number: _____

Chapter 13 Plan

Part 1 Notices

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

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

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

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

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

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
<input checked="" type="checkbox"/> Debtor 1	\$595.00	Semi-Monthly	60 months	<input checked="" type="checkbox"/> Debtor will make payment directly to trustee
<input type="checkbox"/> Debtor 2				<input type="checkbox"/> Debtor consents to payroll deduction from:

2.2 Income tax refunds.

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income refunds as follows: _____

2.3 Additional payments.

Check one.

- None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is \$100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

APPENDIX D

Chapter 13 Plan

Page 1

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Best Case Bankruptcy

Debtor **Fawn ██████ Fenton** Case number _____

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00	0.00%	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		

3.2 Request for valuation of security and claim modification. Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced. **The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.**

For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Debtor		Fawn ██████ Fenton		Case number			
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

100.00 % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor Fawn ██████ Fenton Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6. Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7. Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

Part 8. Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:

Check the applicable box:

APPENDIX D

Chapter 13 Plan

Page 4

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Best Case Bankruptcy

Debtor Fawn ██████ Fenton Case number _____

plan confirmation.
 other: Entry of Discharge

Part 9. Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ \$25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrears claim noted above.

Part 10. Signatures:

X /s/ Mary Beth Ausbrooks Date April 26, 2019
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn ██████ Fenton Date April 26, 2019
Fawn ██████ Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Apr 30, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 30, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com,
rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

TOTAL: 3

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 4/30/2019



KMD

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN ██████████ FENTON
██████████
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
04/29/2019

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203

PLEASE INCLUDE ON ALL PAYMENTS:

NAME: FAWN ██████████ FENTON
CASE NUMBER: 319-02693

FOR INQUIRIES:

PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN ██████████ FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

**THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.**

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN [REDACTED] FENTON	)	CHAPTER	13
[REDACTED]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

DEBTOR’S OBJECTION TO CLAIM FILED BY THE INTERNAL REVENUE SERVICE

COMES the Debtor, through counsel, Rothschild & Ausbrooks, PLLC, and objects to the claim filed by the Internal Revenue Service with the Clerk of this Court on or about May 8, 2019, in the amount of \$15,910.36 (ECF Claim #1) and in support states as follows:

1. The Proof of Claim filed by the Internal Revenue Service contains estimates for 2015, 2016, and 2017 Form 1040 Taxes in the amount of \$15,910.36, including penalties and interest. The income transcripts for 2015, 2016, and 2017 Form 1040 tax return, attached hereto, have not been processed by the Internal Revenue Service and reflects a lesser amount owed for that year. The Debtor is owed refunds for 2015 and 2017 and has mailed a payment in the amount of \$412.00 to the IRS for 2016.

2. As evidenced by the Sworn Statement attached hereto, after review of the notice from the IRS, it appears the Debtor’s liability is less than claimed by the Internal Revenue Service.

WHEREFORE, based upon the foregoing, the Debtor respectfully objects to the claim of the Internal Revenue Service subject to its right to file an amended claim.

Respectfully submitted,

/s/ Mary Beth Ausbrooks
MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 10th day of May, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to:

Asst. U.S. Trustee
Henry E. Hildebrand, III, Chapter 13 Trustee

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

To the Debtor at the address provided above; to IRS Insolvency, ATTN: Officer Agent or Manager, P.O. Box 7346, Philadelphia, PA 19101-7346; to IRS Insolvency, ATTN: Valerie Ogilvie, 801 Broadway, MS MDP 146, Nashville, TN 37203; to TN Attorney General, P.O. Box 20207, Nashville, TN 37202; to US Attorney, 110 9th Ave S #A961, Nashville, TN 37203; and to US Attorney General, US Dept of Justice, 950 Pennsylvania Ave, Washington, DC 20530.

By U.S. Postal Service, Certified Mail to:

N/A

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks-CMK

6 TOTAL USPS MAILINGS: \$6.00

0 TOTAL CERTIFIED MAILINGS: \$0.00

APPROVED FOR ENTRY:

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

FWW

Form **1040** Department of the Treasury -- Internal Revenue Service (99) **U.S. Individual Income Tax Return 2015** OMB No. 1545-0074 IRS Use Only -- Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2015, or other tax year beginning _____, 2015, ending _____, 20

See separate instructions.

Your social security number

Spouse's social security no.

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Filing Status

1 Single

2 Married filing jointly (even if only one had income)

3 Married filing separately. Enter spouse's SSN above and full name here. ▶

4 Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶

5 Qualifying widow(er) with dependent child

Exemptions

6a Yourself. If someone can claim you as a dependent, do not check box 6a

b Spouse

c **Dependents:**

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see inst.)

Boxes checked on 6a and 6b: 2

No. of children on 6c who:
 ● lived with you: 0
 ● did not live with you due to divorce or separation (see inst.): 0
 Dependents on 6c not entered above: 0

d Total number of exemptions claimed: Add numbers on lines above ▶ **2**

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2: **79,151**

8a Taxable interest. Attach Schedule B if required: **15**

b Tax-exempt interest. Do not include on line 8a: **8b**

9a Ordinary dividends. Attach Schedule B if required

b Qualified dividends: **9b**

10 Taxable refunds, credits, or offsets of state and local income taxes

11 Alimony received

12 Business income or (loss). Attach Schedule C or C-EZ: **-2,354**

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here

14 Other gains or (losses). Attach Form 4797

15a IRA distributions: **15a** Taxable amount: **15b**

16a Pensions and annuities: **16a** Taxable amount: **16b**

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E: **233**

18 Farm income or (loss). Attach Schedule F

19 Unemployment compensation

20a Social security benefits: **20a** Taxable amount: **20b**

21 Other income. List type and amount

22 Combine the amts. in the far right column for lines 7 through 21. This is your total income: **77,045**

Adjusted Gross Income

23 Educator expenses: **23**

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ: **24**

25 Health savings account deduction. Attach Form 8889: **25**

26 Moving expenses. Attach Form 3903: **26**

27 Deductible part of self-employment tax. Attach Schedule SE: **27**

28 Self-employed SEP, SIMPLE, and qualified plans: **28**

29 Self-employed health insurance deduction: **29**

30 Penalty on early withdrawal of savings: **30**

31a Alimony paid b Recipient's SSN ▶: **31a**

32 IRA deduction: **32**

33 Student loan interest deduction: **33**

34 Tuition and fees. Attach Form 8917: **34**

35 Domestic production activities ded. Attach Form 8903: **35**

36 Add lines 23 through 35: **36**

37 Subtract line 36 from line 22. This is your adjusted gross income: **77,045**

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2015)

Form 1040 (2015)

FENTON

Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	77,045
	39a	Check <input type="checkbox"/> You were born before January 2, 1951, <input type="checkbox"/> Blind. <input type="checkbox"/> Total boxes if: <input type="checkbox"/> Spouse was born before January 2, 1951, <input type="checkbox"/> Blind. <input type="checkbox"/> checked <input type="checkbox"/> 39a		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here <input type="checkbox"/> 39b		
Standard Deduction for--	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	19,242
People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.	41	Subtract line 40 from line 38	41	57,803
All others:	42	Exemptions. If line 38 is \$194,950 or less, multiply \$4,000 by the number on line 8d. Otherwise, see instructions	42	8,000
Single or Married filing separately, \$6,300	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	49,803
Married filing jointly or Qualifying widow(er), \$12,600	44	Tax (see instructions). Check if any from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/>	44	6,551
Head of household, \$9,250	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Excess advance premium tax credit repayment. Attach Form 8962	46	
	47	Add lines 44, 45 and 46	47	6,551
	48	Foreign tax credit. Attach Form 1118 if required	48	
	49	Credit for child & dependent care expenses. Attach Form 2441	49	
	50	Education credits from Form 8863, line 19	50	
	51	Retirement savings contributions credit. Attach Form 8880	51	
	52	Child tax credit. Attach Schedule 8812, if required	52	
	53	Residential energy credit. Attach Form 5695	53	
	54	Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	54	
	55	Add lines 48 through 54. These are your total credits	55	
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-	56	6,551
Other Taxes	57	Self-employment tax. Attach Schedule SE	57	
	58	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
	60a	Household employment taxes from Schedule H	60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage <input checked="" type="checkbox"/>	61	
	62	Taxes from: a <input type="checkbox"/> Form 8969 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Instructions; enter code(s)	62	
	63	Add lines 56 through 62. This is your total tax	63	6,551
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	9,464
	65	2015 estimated tax payments & amt. applied from 2014 return	65	3,218
If you have a qualifying child, attach Schedule EIC.	66a	Earned income credit (EIC)	66a	
	b	Nontaxable combat pay election .. <input type="checkbox"/> 66b		
	67	Additional child tax credit. Attach Schedule 8812	67	
	68	American opportunity credit from Form 8863, line 8	68	
	69	Net premium tax credit. Attach Form 8962	69	
	70	Amount paid with request for extension to file	70	
	71	Excess social security and tier 1 RRTA tax withheld	71	
	72	Credit for federal tax on fuels. Attach Form 4136	72	
	73	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	73	
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments	74	12,682
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	6,131
Direct deposit? See instructions.	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here	76a	
	b	Routing no. <input type="text"/> c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d	Account no. <input type="text"/>		
	77	Amt. of line 75 you want applied to your 2016 estimated tax	77	6,131
Amount You Owe	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions	78	
	79	Estimated tax penalty (see instructions)	79	

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name Phone no. Personal identification number (PIN)

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Daytime phone number

Spouse's signature, if a joint return, both must sign. Date Spouse's occupation ARCHITECT

If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employe

PHYLLIS ELLIS 04-14-2019

Firm's name Firm's EIN

HRB TAX GROUP INC 431871840

Firm's address Phone no.

4121 HILLSBORO PIKE

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
Attach to Form 1040.

OMB No. 1545-0074

2015
Attachment
Sequence No. 07

Name(s) shown on Form 1040

JEFFREY R AND FAWN FENTON

Your social security no.

Medical and Dental Expenses	Caution: Do not include expenses reimbursed or paid by others.				
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38 ...	2	77,045	
	3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1951, multiply line 2 by 7.5% (.075) instead ...	3	7,705	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	0	
Taxes You Paid	5 State and local (check only one box):				
	a	<input type="checkbox"/> Income taxes, or	5	1,448	
	b	<input checked="" type="checkbox"/> General sales taxes			
	6	Real estate taxes (see instructions)	6	1,711	
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8	9	3,159	
	Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098 ..	10	14,110
		11	Home mortgage int. not reported to you on Form 1098. If paid to the person from whom you bought the home, see inst. and show that person's name, identifying no., and address ▶	11	0
12		Points not reported to you on Form 1098. See inst. for special rules ..	12		
13		Mortgage insurance premiums (see instructions)	13		
14		Investment interest. Attach Form 4952 if required. (See instructions.)	14		
15		Add lines 10 through 14	15	14,110	
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16	1,473	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	500	
	18	Carryover from prior year	18		
	19	Add lines 16 through 18	19	1,973	
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20	0	
	Job Expenses and Certain Miscellaneous Deductions				
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed empl. exp. -- job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See inst.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses -- investment, safe deposit box, etc. List type and amt. ▶	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38 ..	25	77,045	
	26	Multiply line 25 by 2% (.02)	26	1,541	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	0	
Other Miscellaneous Deductions	28	Other -- from list in instructions. List type and amount ▶	28		
Total Itemized Deductions	29	Is Form 1040, line 38, over \$154,950?			
		<input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.	29	19,242	
		<input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here			

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule A (Form 1040) 2015

SCHEDULE B (Form 1040A or 1040)

Interest and Ordinary Dividends

OMB No. 1545-0074 2015 Attachment Sequence No. 08

Department of the Treasury Internal Revenue Service (99)

Attach to Form 1040A or 1040. Information about Schedule B and its instructions is at www.irs.gov/scheduleb.

Name(s) shown on return

Your social security no.

JEFFREY R AND FAWN FENTON

Part I Interest

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address DEPT OF TREASURY

Table with 2 columns: Line number, Amount. Row 1: 1, 15

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

2 Add the amounts on line 1
3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815
4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a

Table with 2 columns: Line number, Amount. Row 2: 2, 15. Row 3: 3, blank. Row 4: 4, 15

Note. If line 4 is over \$1,500, you must complete Part III.

Part II Ordinary Dividends

5 List name of payer

Table with 2 columns: Line number, Amount. Row 5: 5, blank

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a

Table with 2 columns: Line number, Amount. Row 6: 6, 0

Note. If line 6 is over \$1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.
7a At any time during 2015, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country?
b If you are required to file FinCEN Form 114, enter the name of the foreign country where the financial account is located
8 During 2015, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions

Table with 2 columns: Yes, No. Row 7a: No (X). Row 8: Yes (X)

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule B (Form 1040A or 1040) 2015

FDA 15 B1 RWE 1040 Form Software Copyright 1998-2018 H&R Tax Group, Inc.

#1
SCHEDULE C
(Form 1040)

Profit or Loss From Business
 (Sole Proprietorship)

OMB No. 1545-0074
2015
 Attachment
 Sequence No. 09

Department of the Treasury
 Internal Revenue Service (99)

▶ Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
 ▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor: **JEFFREY R FENTON** Social security number (SSN):

A Principal business or profession, including product or service (see instructions): **WEBSITE** B Enter code from instructions: **519100**

C Business name. If no separate business name, leave blank: **METICULOUS MARKETING** D Employer ID no. (EIN), (see instr.):

E Business address (including suite or room no.): **1986 SUNNYSIDE DRIVE**
 City, town or post office, state, and ZIP code: **BRENTWOOD TN 37027**

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2015? If "No," see instructions for limit on losses: Yes No

H If you started or acquired this business during 2015, check here: Yes No

I Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions): Yes No

J If "Yes," did you or will you file required Forms 1099?: Yes No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked	<input type="checkbox"/>	1	6,506
2	Returns and allowances		2	0
3	Subtract line 2 from line 1		3	6,506
4	Cost of goods sold (from line 42)		4	
5	Gross profit. Subtract line 4 from line 3		5	6,506
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)		6	
7	Gross income. Add lines 5 and 6		7	6,506

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense (see instructions)	18	1,287
9	Car and truck expenses (see instructions)	9	19	Pension & profit-sharing plans	19	
10	Commissions and fees	10	20	Rent or lease (see instructions):	20	
11	Contract labor (see instructions)	11	20a	a Vehicles, machinery, and equipment	20a	
12	Depletion	12	20b	b Other business property	20b	919
13	Depreciation and section 179 expense deduction (not included in Part III) (see instr.)	13	21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14	22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15	23	Taxes and licenses	23	415
16	Interest:		24	Travel, meals, and entertainment:	24	
16a	a Mortgage (paid to banks, etc.)	16a	24a	a Travel	24a	
16b	b Other	16b	24b	b Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17	25	Utilities	25	
			26	Wages (less employment credits)	26	
		2,435	27a	Other expenses (from line 48)	27a	2,627
		300	27b	Reserved for future use	27b	
28	Total expenses before expenses for business use of home. Add lines 8 through 27a		28		28	7,983
29	Tentative profit or (loss). Subtract line 28 from line 7		29		29	-1,477
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30		30		30	877
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.		31		31	-2,354
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6196. Your loss may be limited.		32a	<input checked="" type="checkbox"/> All investment is at risk.	32b	<input type="checkbox"/> Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions. Schedule C (Form 1040) 2015

#1

Schedule C (Form 1040) 2015

FENTC

Page 2

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a Cost b Lower of cost or market c Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation Yes No

35 Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36 Purchases less cost of items withdrawn for personal use	36	
37 Cost of labor. Do not include any amounts paid to yourself	37	
38 Materials and supplies	38	
39 Other costs	39	
40 Add lines 35 through 39	40	
41 Inventory at end of year	41	
42 Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ _____

44 Of the total number of miles you drove your vehicle during 2015, enter the number of miles you used your vehicle for:
 a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? Yes No

46 Do you (or your spouse) have another vehicle available for personal use? Yes No

47a Do you have evidence to support your deduction? Yes No

b If "Yes," is the evidence written? Yes No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

DOMAIN NAME REGISTRATION	500
HOSTING	1,039
INTERNET VOIP	737
BUSINESS USE CELL PHONE	351
48 Total other expenses. Enter here and on line 27a	48 2,627

#1
SCHEDULE E
(Form 1040)

Department of the Treasury
 Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedulee.

OMB No. 1545-0074

2015
 Attachment
 Sequence No. 13

Name(s) shown on return

JEFFREY R AND FAWN FENTON

Your social security number

Part I Income or Loss From Rental Real Estate and Royalties Note: If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions) Yes No
 B If "Yes," did you or will you file required Forms 1099? Yes No

1a	Physical address of each property (street, city, state, ZIP code)
A	772 774 HUNTINGTON PARKWAY NASHVILLE TN 37211
B	
C	

1b	Type of Property (from list below)	2	Fair Rental Days	Personal Use Days	QJV
A	2	For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	A		
B			B		
C			C		

Type of Property:

- 1 Single Family Residence
- 2 Multi-Family Residence
- 3 Vacation/Short-Term Rental
- 4 Commercial
- 5 Land
- 6 Royalties
- 7 Self-Rental
- 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3	20,043		
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7	1,638		
8 Commissions	8			
9 Insurance	9	918		
10 Legal and other professional fees	10	200		
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12	7,703		
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16	2,060		
17 Utilities	17	1,468		
18 Depreciation expense or depletion	18	4,566		
19 Other (list) ▶ SEE ATTACHMENT	19	1,257		
20 Total expenses. Add lines 5 through 19	20	19,810		
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21	233		
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	()	()	()
23a Total of all amounts reported on line 3 for all rental properties	23a	20,043		
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c	7,703		
d Total of all amounts reported on line 18 for all properties	23d	4,566		
e Total of all amounts reported on line 20 for all properties	23e	19,810		
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			233
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	()		()
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			233

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule E (Form 1040) 2015

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2016** U.S. Individual Income Tax Return OMB No. 1545-0074 IFS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2016, or other tax year beginning , 2016, ending , 20 See separate instructions.

Your first name and initial Last name
 Fawn Fenton
 If a joint return, spouse's first name and initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apt. no.
 [Redacted] Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). Presidential Election Campaign
 Brentwood, Tennessee 37027 Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Foreign country name Foreign province/state/county Foreign postal code

Filing Status
 1 Single
 2 Married filing jointly (even if only one had income)
 3 Married filing separately. Enter spouse's SSN above and full name here. ▶ Jeffrey R Fenton
 4 Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
 5 Qualifying widow(er) with dependent child

Exemptions
 6a Yourself. If someone can claim you as a dependent, do not check box 6a.
 b Spouse
 c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see instructions)
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

 If more than four dependents, see instructions and check here ▶
 d Total number of exemptions claimed 1

Income

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	85744
8a	Taxable interest. Attach Schedule B if required	8a	0
b	Tax-exempt interest. Do not include on line 8a	8b	
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends	9b	
10	Taxable refunds, credits, or offsets of state and local income taxes	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ <input type="checkbox"/>	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions	15a	
b	Taxable amount	15b	
16a	Pensions and annuities	16a	
b	Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits	20a	
b	Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	85744

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	0
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	85744

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 11320B Form 1040 (2016)

Form 1040 (2019)

Page 2

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38 85744

39a Check You were born before January 2, 1952, Blind. Total boxes
if: Spouse was born before January 2, 1952, Blind. checked ▶ 39a

b If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 19696

41 Subtract line 40 from line 38 41 66048

42 Exemptions. If line 38 is \$165,650 or less, multiply \$4,050 by the number on line 6d. Otherwise, see instructions 42 4050

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 61998

44 Tax (see instructions). Check if any from: a Form(s) 8814 b Form 4972 c 44 11265

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Excess advance premium tax credit repayment. Attach Form 8982 46

47 Add lines 44, 45, and 46 ▶ 47 11265

48 Foreign tax credit. Attach Form 1116 if required 48

49 Credit for child and dependent care expenses. Attach Form 2441 49

50 Education credits from Form 8863, line 19 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit. Attach Schedule 8812, if required. 52

53 Residential energy credits. Attach Form 5895 53

54 Other credits from Form: a 3800 b 8801 c 54

55 Add lines 48 through 54. These are your total credits 55 0

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶ 56 11265

Other Taxes

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60a Household employment taxes from Schedule H 60a

b First-time homebuyer credit repayment. Attach Form 5405 if required 60b

61 Health care: individual responsibility (see instructions) Full-year coverage 61

62 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) 62

63 Add lines 56 through 62. This is your total tax ▶ 63 11265

Payments

64 Federal income tax withheld from Forms W-2 and 1099 64 10853

65 2016 estimated tax payments and amount applied from 2015 return 65

66a Earned income credit (EIC) 66a

b Nontaxable combat pay election 66b

67 Additional child tax credit. Attach Schedule 8812 67

68 American opportunity credit from Form 8863, line 8 68

69 Net premium tax credit. Attach Form 8962 69

70 Amount paid with request for extension to file 70

71 Excess social security and tier 1 RRTA tax withheld 71

72 Credit for federal tax on fuels. Attach Form 4136 72

73 Credits from Form: a 2439 b 8885 c 8885 d 73

74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶ 74 10853

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ 76a

b Routing number ▶ c Type: Checking Savings

d Account number

77 Amount of line 75 you want applied to your 2017 estimated tax ▶ 77

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶ 78 412

79 Estimated tax penalty (see instructions) 79 0

Third Party Designee

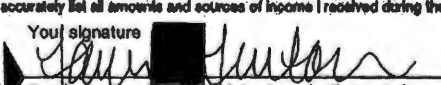
Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature  Date 5/8/2019 Your occupation Architect Daytime phone number

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation

If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name ▶ Firm's EIN ▶

Firm's address ▶ Phone no.

**SCHEDULE A
(Form 1040)**

Itemized Deductions

OMB No. 1545-0074

2016

Attachment
Sequence No. **07**

Department of the Treasury
Internal Revenue Service (99)

► Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
► Attach to Form 1040.

Name(s) shown on Form 1040
Fawn Fenton

Your social security number

Medical and Dental Expenses		Caution: Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)		1		
2	Enter amount from Form 1040, line 38	2			
3	Multiply line 2 by 10% (0.10). But if either you or your spouse was born before January 2, 1952, multiply line 2 by 7.5% (0.075) instead		3		
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	0
Taxes You Paid					
5	State and local (check only one box):				
a	<input type="checkbox"/> Income taxes, or		5	1466	
b	<input checked="" type="checkbox"/> General sales taxes				
6	Real estate taxes (see instructions)		6	2080	
7	Personal property taxes		7		
8	Other taxes. List type and amount ►		8		
9	Add lines 5 through 8			9	3546
Interest You Paid					
10	Home mortgage interest and points reported to you on Form 1098		10	14679	
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►		11		
12	Points not reported to you on Form 1098. See instructions for special rules		12		
13	Mortgage insurance premiums (see instructions)		13		
14	Investment interest. Attach Form 4952 if required. (See instructions.)		14		
15	Add lines 10 through 14			15	14679
Gifts to Charity					
16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions		16	1271	
17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500		17	200	
18	Carryover from prior year		18		
19	Add lines 16 through 18			19	1471
Casualty and Theft Losses					
20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)			20	0
Job Expenses and Certain Miscellaneous Deductions					
21	Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ►		21		
22	Tax preparation fees		22		
23	Other expenses—investment, safe deposit box, etc. List type and amount ►		23		
24	Add lines 21 through 23		24		
25	Enter amount from Form 1040, line 38	25			
26	Multiply line 25 by 2% (0.02)		26		
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27	0
Other Miscellaneous Deductions					
28	Other—from list in instructions. List type and amount ►			28	0
Total Itemized Deductions					
29	Is Form 1040, line 38, over \$155,650? <input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			29	19696
30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>				

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Cat. No. 17145C

Schedule A (Form 1040) 2016

Form 1040 Department of the Treasury—Internal Revenue Service (99) U.S. Individual Income Tax Return 2017 OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2017, or other tax year beginning , 2017, ending , 20 See separate instructions.

Your first name and initial Last name Your social security number
Fawn Fenton

If a joint return, spouse's first name and initial Last name Spouse's social security number
Jeffrey R Fenton

Home address (number and street). If you have a P.O. box, see instructions. Apt. no.
1986 Sunny Side Dr.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).
Brentwood, TN 37027

Foreign country name Foreign province/state/county Foreign postal code
Foreign Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.
You Spouse

Filing Status 1 Single 2 Married filing jointly (even if only one had income) 3 Married filing separately. Enter spouse's SSN above and full name here. 4 Head of household (with qualifying person). (See instructions.) 5 Qualifying widow(er) (see instructions)
If the qualifying person is a child but not your dependent, enter this child's name here.

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a. 6b Spouse
Boxes checked on 6a and 6b 2

Table with columns: (1) First name, Last name, (2) Dependent's social security number, (3) Dependent's relationship to you, (4) If child under age 17 qualifying for child tax credit (see instructions). Includes 'Total number of exemptions claimed' as 2.

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 93677

8a Taxable interest. Attach Schedule B if required 8a 0

9a Ordinary dividends. Attach Schedule B if required 9a 0

10 Taxable refunds, credits, or offsets of state and local income taxes 10

11 Alimony received 11

12 Business income or (loss). Attach Schedule C or C-EZ 12

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here 13

14 Other gains or (losses). Attach Form 4797 14

15a IRA distributions 15a 15b Taxable amount 15b

16a Pensions and annuities 16a 16b Taxable amount 16b

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17

18 Farm income or (loss). Attach Schedule F 18

19 Unemployment compensation 19

20a Social security benefits 20a 20b Taxable amount 20b

21 Other income. List type and amount 21

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 22 93677

Adjusted Gross Income 23 Educator expenses 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24

25 Health savings account deduction. Attach Form 8889 25

26 Moving expenses. Attach Form 3903 26

27 Deductible part of self-employment tax. Attach Schedule SE 27

28 Self-employed SEP, SIMPLE, and qualified plans 28

29 Self-employed health insurance deduction 29

30 Penalty on early withdrawal of savings 30

31a Alimony paid b Recipient's SSN 31a 31b

32 IRA deduction 32

33 Student loan interest deduction 33

34 Tuition and fees. Attach Form 8917 34

35 Domestic production activities deduction. Attach Form 8903 35

36 Add lines 23 through 35 36 0

37 Subtract line 36 from line 22. This is your adjusted gross income 37 93677

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38 93677

39a Check You were born before January 2, 1953, Blind. Total boxes
 If: Spouse was born before January 2, 1953, Blind. checked ▶ 39a

b If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b

Standard Deduction for—

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 18974

41 Subtract line 40 from line 38 41 74703

42 Exemptions. If line 38 is \$156,000 or less, multiply \$4,050 by the number on line 6d. Otherwise, see instructions 42 8100

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 66603

44 Tax (see instructions). Check if any from: a Form(s) 8814 b Form 4972 c 44 9061

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Excess advance premium tax credit repayment. Attach Form 8962 46

47 Add lines 44, 45, and 46 ▶ 47 9061

48 Foreign tax credit. Attach Form 1116 if required 48

49 Credit for child and dependent care expenses. Attach Form 2441 49

50 Education credits from Form 8863, line 19 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit. Attach Schedule 8812, if required 52

53 Residential energy credits. Attach Form 5695 53

54 Other credits from Form: a 3800 b 8801 c 54

55 Add lines 48 through 54. These are your total credits 55 0

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶ 56 9061

Other Taxes

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60a Household employment taxes from Schedule H 60a

b First-time homebuyer credit repayment. Attach Form 5405 if required 60b

61 Health care: Individual responsibility (see instructions) Full-year coverage 61

62 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) 62

63 Add lines 56 through 62. This is your total tax ▶ 63 9061

Payments

64 Federal income tax withheld from Forms W-2 and 1099 64 12128

65 2017 estimated tax payments and amount applied from 2016 return 65

66a Earned income credit (EIC) 66a

b Nontaxable combat pay election 66b

67 Additional child tax credit. Attach Schedule 8812 67

68 American opportunity credit from Form 8863, line 8 68

69 Net premium tax credit. Attach Form 8962 69

70 Amount paid with request for extension to file 70

71 Excess social security and tier 1 RRTA tax withheld 71

72 Credit for federal tax on fuels. Attach Form 4136 72

73 Credits from Form: a 2439 b Reserved c 8885 d 73

74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶ 74 12128

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75 3067

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ 76a 3067

Direct deposit? ▶ b Routing number ▶ c Type: Checking Savings

See ▶ d Account number

Instructions. ▶

77 Amount of line 75 you want applied to your 2018 estimated tax ▶ 77 0

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶ 78 0

79 Estimated tax penalty (see instructions) 79 0

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Architect Daytime phone number

Joint return? See Instructions. Keep a copy for your records. ▶ Spouse's signature. If a joint return, both must sign. Date Spouse's occupation (Unemployed) If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name ▶ Firm's EIN ▶

Firm's address ▶ Phone no. ▶

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

► Go to www.irs.gov/ScheduleA for instructions and the latest information.
► Attach to Form 1040.

Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 28.

OMB No. 1545-0074

2017

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Your social security number

Jeffrey R. and Fawn Fenton

Medical and Dental Expenses	Caution: Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1	933
	2	Enter amount from Form 1040, line 38 <input type="text" value="2"/> <input type="text" value="93677"/>		
	3	Multiply line 2 by 7.5% (0.075)	3	7026
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	0
Taxes You Paid	5 State and local (check only one box):			
	a <input type="checkbox"/> Income taxes, or		5	1704
	b <input checked="" type="checkbox"/> General sales taxes			
	6	Real estate taxes (see instructions)	6	2080
	7	Personal property taxes	7	
	8	Other taxes. List type and amount ►	8	
	9 Add lines 5 through 8		9	3784
	Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	14690
11		Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►	11	
Note: Your mortgage interest deduction may be limited (see instructions).				
12		Points not reported to you on Form 1098. See instructions for special rules	12	
13		Reserved for future use	13	
14		Investment interest. Attach Form 4952 if required. See instructions	14	
	15	Add lines 10 through 14	15	14690
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions.	16	500
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
	18	Carryover from prior year	18	
	19	Add lines 16 through 18	19	500
Casualty and Theft Losses	20	Casualty or theft loss(es) other than net qualified disaster losses. Attach Form 4684 and enter the amount from line 18 of that form. See instructions	20	0
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. See instructions. ►	21	
	22	Tax preparation fees	22	
	23	Other expenses—investment, safe deposit box, etc. List type and amount ►	23	
	24	Add lines 21 through 23	24	
	25	Enter amount from Form 1040, line 38 <input type="text" value="25"/>	25	
	26	Multiply line 25 by 2% (0.02)	26	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	0
Other Miscellaneous Deductions	28	Other—from list in instructions. List type and amount ►	28	0
Total Itemized Deductions	29	Is Form 1040, line 38, over \$156,900?	29	18974
	<input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.			
	<input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>		

Form **8888**

Allocation of Refund (Including Savings Bond Purchases)

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service

▶ Go to www.irs.gov/Form8888 for the latest information.
▶ Attach to your income tax return.

2017
Attachment
Sequence No. **56**

Name(s) shown on return

Your social security number

Fawn and Jeffrey R Fenton

Part I Direct Deposit

Complete this part if you want us to directly deposit a portion of your refund to one or more accounts.

1a Amount to be deposited in first account (see instructions)	1a	1533	00
b Routing number <input type="text" value="064108113"/> ▶ c <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			
d Account number <input type="text" value="8472548"/>			
2a Amount to be deposited in second account	2a	1534	00
b Routing number <input type="text" value="031176110"/> ▶ c <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			
d Account number <input type="text" value="36070855855"/>			
3a Amount to be deposited in third account	3a	0	
b Routing number <input type="text"/>			
c <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
d Account number <input type="text"/>			

Part II U.S. Series I Savings Bond Purchases

Complete this part if you want to buy paper bonds with a portion of your refund.

CAUTION If a name is entered on line 5c or 6c below, co-ownership will be assumed unless the beneficiary box is checked. See instructions for more details.

4 Amount to be used for bond purchases for yourself (and your spouse, if filing jointly)	4	0	
5a Amount to be used to buy bonds for yourself, your spouse, or someone else	5a	0	
b Enter the owner's name (First then Last) for the bond registration			
c If you would like to add a co-owner or beneficiary, enter the name here (First then Last). If beneficiary, also check here ▶ <input type="checkbox"/>			
6a Amount to be used to buy bonds for yourself, your spouse, or someone else	6a	0	
b Enter the owner's name (First then Last) for the bond registration			
c If you would like to add a co-owner or beneficiary, enter the name here (First then Last). If beneficiary, also check here ▶ <input type="checkbox"/>			

Part III Paper Check

Complete this part if you want a portion of your refund to be sent to you as a check.

7 Amount to be refunded by check	7	0	
---	----------	---	--

Part IV Total Allocation of Refund

8 Add lines 1a, 2a, 3a, 4, 5a, 6a, and 7. The total must equal the refund amount shown on your tax return	8	3067	00
--	----------	------	----

For Paperwork Reduction Act Notice, see your tax return instructions.

Cat. No. 21858A

Form **8888** (2017)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE:	:	CASE NO: 19-02693-CMW
	:	CHAPTER: 13
	:	
FAWN ██████████ FENTON	:	
Debtor	:	

BANK OF AMERICA, N.A.,	:	
Movant,	:	
	:	CONTESTED MATTER
vs.	:	
	:	
FAWN ██████████ FENTON	:	
HENRY EDWARD HILDEBRAND, III,	:	
Trustee	:	
Respondents.	:	

OBJECTION TO CONFIRMATION

The hearing date is set for July 15, 2019, at 08:30 AM, U.S. Bankruptcy Court, Courtroom One, Second Floor Customs House, 701 Broadway, Nashville, TN 37203.

COMES NOW, BANK OF AMERICA, N.A., its successors or assigns, (hereinafter referred to as "Movant") and shows the Court that for reasons set out below, Movant objects to the confirmation of the Debtor's Plan;

1.

Movant asserts that it holds a valid first mortgage on Debtor's property located at 1986 Sunnyside Drive, Brentwood, TN 37027 (hereinafter referred to as "Property"). Movant will timely file a Proof of Claim listing arrearages of approximately \$394.30.

2.

The Debtor's Plan proposes to sell the Property within six months. However, the Debtors' Plan does not provide a date certain by which the Property must sell nor does it provide

direction should the Property fail to sell within said time frame.

WHEREFORE, BANK OF AMERICA, N.A., its successors or assigns, prays that this Court inquire as to the matters raised herein and deny confirmation of the Debtor's Plan, or enter such orders and require such further inquiry as may appear appropriate to the Court.

Dated: 5/23/19

/s/ Natalie Brown

Natalie Brown

TN BPR No. 022452

Rubin Lublin TN, PLLC

119 S. Main Street, Suite 500

Memphis, TN 38103

(877) 813-0992

nbrown@rubinlublin.com

Attorney for Creditor

CERTIFICATE OF SERVICE

I, Natalie Brown of Rubin Lublin TN, PLLC certify that on the 23rd day of May, 2019, I caused a copy of the Objection to Confirmation to be filed in this proceeding by electronic means and to be served by depositing a copy of the same in the United States Mail in a properly addressed envelope with adequate postage thereon to the said parties as follows:

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

MARY ELIZABETH AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926

Henry Edward Hildebrand, III, Trustee
Office of the Chapter 13 Trustee
PO BOX 340019
Nashville, TN 37203

Executed on: 5/23/19
By: /s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE: FAWN ██████████ FENTON

CASE NO: 19-02693-CMW

Debtor

Chapter 13

BancorpSouth Bank,
Movant

v.

Fawn ██████████ Fenton,
Debtor

OBJECTION TO CONFIRMATION
OF CHAPTER 13 PLAN

Comes now BancorpSouth Bank (“Bank”), a secured creditor with a claim against the Debtor’s estate by and through counsel and objects to the Debtor’s proposed Chapter 13 plan and in support would allege and show as follows:

1. The Debtor filed the instant Petition for Bankruptcy under Chapter 13 of the Code on April 26, 2019.

2. The Debtor is indebted to Bank under a certain home “Equity Credit Line Agreement and Disclosure originally dated April 29, 2011 and modified on June 8, 2015 evidencing an indebtedness in the original principal amount of \$55,500.00 (“Note”).

3. Under the terms of the Note, the Debtor must pay to the Bank the interest that accrued in arrears each monthly until the maturity date.

4. The Note is secured by a perfected 2nd lien Deed of Trust in favor of the Bank on the Debtor’s residence located at 1986 Sunnyside, Brentwood, Williamson County, Tennessee (the “Collateral”) same being of record in Book 5313 Page 469 and as modified in Book 6481 Page 60 in the Register’s Office for Williamson County, Tennessee (“Trust Deed”).

5. The Bank has filed a secured claim evidenced by the Note and Trust Deed in the amount

of \$54,650.33.

6. The Collateral is also encumbered by a 1st lien deed of trust in favor of Bank of America, N.A. who purported holds a claim in the amount of \$240,182.77.

7. The Debtor's proposed Chapter 13 plan proposes for the Debtor to sell the Collateral within 180 days of confirmation with no payments being made to the Bank nor Bank of America, N.A.

8. The Plan does not provide if the Collateral is currently being listed and marketed for sale, does not provide a date certain by which the Collateral must sell or the direction as to what the Debtor will do if the Collateral fails to sell.

9. Further, the Debtor's proposed Chapter 13 plan fail to comply with provisions of 11 USC § 1322 (b) (2) in that it attempts to modify the rights of the Bank as the holder of a claim secured only by a security interest in the Debtor's principal residence.

WHEREFORE, PREMISES CONSIDERED the Bank respectfully requests that the Court sustain the Bank's Objection and deny confirmation of the Debtor's Plan and/or grant the Bank such other relief as the Court deems just and proper.

Respectfully submitted,

SPRAGINS, BARNETT, & COBB PLC

/s/Jerry P. Spore
JERRY P. SPORE #15033
Attorney for BancorpSouth Bank
312 E Lafayette
Jackson, TN 38301
(731) 424-0461
jpsore@spraginslaw.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing has been served on:

Mary Elizabeth Ausbrooks
Rothchild & Ausbrooks
1222 16th Ave. South
Nashville, TN 37212-2926

Henry Edward Hildebrand III
Chapter 13 Trustee
P.O. Box 340019
Nashville, Tennessee 37203-0019

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

by Notice of Electronic Filing, hand-delivery and/or by placing a copy of the same in the United States Mail, postage prepaid, to the person, at the address shown above, on this the 4th day of June, 2019.

/s/Jerry P. Spore
JERRY P. SPORE

CERTIFICATE OF SERVICE

I certify that on this 5th day of June, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to:

Asst. U.S. Trustee
Henry E. Hildebrand, III, Chapter 13 Trustee

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

To the Debtor at the address provided above; to IRS Insolvency, ATTN: Officer Agent or Manager, P.O. Box 7346, Philadelphia, PA 19101-7346; to IRS Insolvency, ATTN: Valerie Ogilvie, 801 Broadway, MS MDP 146, Nashville, TN 37203; to TN Attorney General, P.O. Box 20207, Nashville, TN 37202; to US Attorney, 110 9th Ave S #A961, Nashville, TN 37203; and to US Attorney General, US Dept of Justice, 950 Pennsylvania Ave, Washington, DC 20530.

By U.S. Postal Service, Certified Mail to:

N/A

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks-CMK

6 TOTAL USPS MAILINGS: \$6.00

0 TOTAL CERTIFIED MAILINGS: \$0.00

Fill in this information to identify your case

Debtor 1 **Fawn ██████ Fenton**

Debtor 2 (Spouse, if filing) _____

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

Case number (If known) **3:19-bk-02693**

Check if this is:

An amended filing

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

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income 12/15

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

Part 1: Describe Employment

1. **Fill in your employment information.**

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
Occupation	Architect	
Employer's name	Adkisson & Associates, Architects, Inc.	
Employer's address	3322 West End Ave. Suite 103 Nashville, TN 37203	
How long employed there?	August 2006	

Part 2: Give Details About Monthly Income

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

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

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ 6,250.00	\$ N/A
3. Estimate and list monthly overtime pay.	+\$ 0.00	+\$ N/A
4. Calculate gross income. Add line 2 + line 3.	\$ 6,250.00	\$ N/A

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

Case number (if known) **3:19-bk-02693**

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ 6,250.00	\$ N/A
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ 1,284.32	\$ 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.	\$ 1,284.32	\$ N/A
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ 4,965.68	\$ 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.	\$ 4,965.68 +	\$ N/A = \$ 4,965.68
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 <i>Schedule J</i> . Specify: _____	11.	+\$	0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ 4,965.68	
Combined monthly income			
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: Debtor's salary was decreased starting May 2019			

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN [REDACTED] FENTON	)	CHAPTER:	13
SSN: XXX-XX-2065	)	CASE NO.:	19-02693
[REDACTED]	)	JUDGE:	WALKER
BRENTWOOD, TN 37027)		
)		
DEBTORS)		

NOTICE OF AMENDED SCHEDULE I

COME THE DEBTORS through counsel, Rothschild and Ausbrooks, and pursuant to Rule 1009, Federal Rules of Bankruptcy Procedure, hereby gives notice of filing amended Schedule I.

Respectfully submitted,

/s/ Jodie Thresher
 Jodie Thresher
 ROTHSCHILD & ASSOCIATES, PLLC
 Attorney for Debtor(s)
 1222 16th Avenue South, Suite 12
 Nashville, TN 37212
 (615) 242-3996 (telephone)
 (615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

CERTIFICATE OF SERVICE

I certify that on this 5th day of June, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to: Henry Hildebrand III; and to the US Trustee
By U.S. Postal Service, postage prepaid to: The Debtors at the above listed address.

/s/ Jodie Thresher
 Jodie Thresher
TOTAL USPS MAILINGS 1=\$1.00

mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED] CIRLCE
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO: CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203
--

PLEASE INCLUDE ON ALL PAYMENTS: NAME: FAWN [REDACTED] FENTON CASE NUMBER: 319-02693
--

FOR INQUIRIES: PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241
--

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 6/13/2019



mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027
SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

**CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203**

PLEASE INCLUDE ON ALL PAYMENTS:

**NAME: FAWN TIFFANY FENTON
CASE NUMBER: 319-02693**

FOR INQUIRIES:

**PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241**

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN TIFFANY FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

**THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.**

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN ██████████ FENTON

CASE NO. 19-02693-CW3-13
HEARING DATE: July 15, 2019
JUDGE CHARLES M WALKER
06/13/2019

**TRUSTEE'S MOTION TO CONVERT OR DISMISS FOR CAUSE FOR FAILURE TO
CONFIRM A PROPOSED PLAN PURSUANT TO 11 U.S.C. § 1307(c)(5)**

Henry E. Hildebrand, III, Standing Trustee for Chapter 13 matters in the Middle District of Tennessee, hereby moves the Court to convert or dismiss the above-styled case, whichever is in the best interest of creditors and the estate, for cause, pursuant to 11 U.S.C. § 1307(c)(5) for denial of confirmation of a plan under § 1325 and denial of a request made for additional time for filing another plan or modification of a plan.

In support of this motion, the Trustee would state that the Trustee has requested a hearing on confirmation of the debtor's proposed Chapter 13 plan based upon an objection to confirmation of the debtor's proposed plan. In the event the objection to confirmation is sustained, the debtor's proposed plan is not confirmed and request by the debtor, if any, for additional time to file another plan or a modification of the proposed plan is denied, the Trustee would request this Court convert or dismiss the case, whichever is in the best interest of creditors and the estate, for cause, pursuant to 11 U.S.C. § 1307(c)(5).

The Trustee requests the Court set a hearing on this motion to convert or dismiss on the same date and time as the hearing on confirmation of the proposed plan.

WHEREFORE, THE PREMISES CONSIDERED, the Trustee respectfully moves this Court to convert or dismiss, whichever is in the best interest of creditors and the estate, for cause, the above-styled case, pursuant to 11 U.S.C. § 1307(c)(5), for failure to confirm a proposed plan.

Respectfully submitted,

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
PHONE: 615-244-1101
FAX: 615-242-3241
pleadings@ch13nsh.com

mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN ██████████ FENTON

Case No. **19-02693-CW3-13**

Judge: **CHARLES M WALKER**

CONFIRMATION HEARING DATE: **July 15, 2019**

TIME OF HEARING: **8:30 AM**

SSN XXX-XX-2065

TRUSTEE'S MOTION AND REQUEST FOR A HEARING ON CONFIRMATION

The Standing Trustee for Chapter 13 matters in the Middle District of Tennessee, hereby requests this Court set the above-styled case for a confirmation hearing, and for cause therefore would state:

A creditor in attendance at the Meeting of Creditors objected to confirmation or has filed a written objection prior to the meeting of creditors.

As grounds for such request, the Trustee would state:

BANK OF AMERICA FILED AN OBJECTION. BANCORP SOUTH FILED AND OBJECTION.

Other parties requesting notice of hearing: **NATALIE BROWN**

Respectfully Submitted,

Printed: **06/13/2019**

cc: Debtor(s)
Debtor(s) Attorney
Objecting Creditor

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
615-244-1101
pleadings@ch13nsh.com

ROTHSCHILD AND AUSBROOKS PLLC

J.H.

CHAPTER 13 TRUSTEE'S FIRST MEETING OF CREDITORS QUESTIONNAIRE

JUN 13 2019

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED BY EACH DEBTOR TO THE TRUSTEE AT THE TIME OF YOUR MEETING OF CREDITORS

J

Name: [Redacted]

Case No. 19-02693-CW3-13

341 Date: June 11, 2019 11:00 am

1. Is your current mailing address? Yes No

[Redacted] CIRCLE, BRENTWOOD, TN 37027

If your address is not correctly listed, indicate your correct mailing address:

Email address: [Redacted]

I consent to Trustee sending correspondence by email, unless noted here.

2. What is your current phone number?

Home phone: N/A Cell phone: [Redacted]

3. Do you have a domestic support obligation YOU HAVE TO PAY such as child support, or alimony? Yes No

If yes, please provide the following : *Not yet - Divorce litigation is currently ongoing.*

Claimant's name (person you owe): _____

Address: _____

Payment amount: \$ _____

When will your obligation to pay end? _____

If yes, are you current on your domestic support obligation payments since filing your Chapter 13 case? Yes No

4. Have you filed all required tax returns for the past four years? Yes No

Not required to file a tax return _____

If no, why not and identify the specific years: _____

5. Have you previously filed bankruptcy? Yes No

If yes, under what chapter did you file, when did you file, where did you file and state if you received a discharge? _____

6. Are you currently employed at: Yes No

ADRISSON & ASSOCIATES, ARCHITECTS, INC. NASHVILLE, TN.

7. If you have had a change in employment since filing your Chapter 13 case-

Name & address of new employer _____

New monthly income amount \$ _____

How often are you paid ? Weekly ___ Every two weeks ___ Semi-Monthly Monthly ___

8. Did you personally read and then sign the petition, schedules, statements and related documents? Yes No ___

9. Is the signature on the petition and the schedules your own? Yes No ___

10. Did you list everyone you owe money to in your schedules and statements? Yes No ___

11. Did you list everything you own in your schedules and statements? Yes No ___

12. Do you have a lawsuit or potential lawsuit against any person or company? Divorce Yes No ___

13. I have reviewed my budget today. The budget is accurate and I can live on this budget. Yes No ___

14. Identify the attorney or other individual with whom you determined which chapter to file under.
 Rothschild & Ausbrooks Jodie Mreshin (Judge)

Identify the attorney or other individual who assisted you in the preparation of your Chapter 13 plan.
 Rothschild & Ausbrooks

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE HEREIN ARE TRUE AND CORRECT.

11 Jun 19
Date

[Signature]
Debtor's Signature

ROTHSCHILD AND AUSBROOKS PLLC
Debtors Attorney

FAWN [REDACTED] FENTON

For Trustee Use Only

Tax Return received

Pay Advices received

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: ko8454
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jun 13, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 15, 2019.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 15, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 13, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; jdabbs2@rubinlublin.com; uluecf@gmail.com; BKRL@ecf.courtdrive.com
US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 5

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 6/13/2019



mk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN ██████████ FENTON
██████████
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND
MAIL PAYMENTS TO:**

**CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203**

PLEASE INCLUDE ON ALL PAYMENTS:

**NAME: FAWN TIFFANY FENTON
CASE NUMBER: 319-02693**

FOR INQUIRIES:

**PHONE: 615-244-1101
800-231-5928
FAX: 615-242-3241**

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN ██████████ FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

**THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.**

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027
SSN: XXX-XX-2065

DEBTOR

)
)
)
)
)
)
)
)
)
)
)

CHAPTER 13
CASE NO: 19-02693
JUDGE WALKER

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 27, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 29, 2019.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 29, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2019 at the address(es) listed below:

- ALEXANDER S KOVAL on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- HENRY EDWARD HILDEBRAND, III hhecf@chl3nsh.com
- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpsore@spraginslaw.com, wanda@spraginslaw.com
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; ruluecf@gmail.com; BKRL@ecf.courtdrive.com
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 6

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN [REDACTED] FENTON	)	CHAPTER	13
[REDACTED]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 27, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 29, 2019.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

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I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 29, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2019 at the address(es) listed below:

- ALEXANDER S KOVAL on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; ruluecf@gmail.com; BKRL@ecf.courtdrive.com
- US TRUSTEE ustregion08.na.ecf@usdoj.gov

TOTAL: 6

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN ██████████ FENTON	)	CHAPTER	13
██████████	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

ORDER GRANTING EXPEDITED MOTION TO EMPLOY REAL ESTATE AGENT AND APPROVE COMMISSION

This matter came before the Court on September 25, 2019 upon the Debtor’s Expedited Motion to Employ Real Estate Agent and Approve Commission with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Tommy Anderson of HDN Auction, LLC shall be approved as the real estate agent and approved up to a six percent (6%) commission for the real estate at 1986 Sunnyside Drive, Brentwood, TN 37027 and items of personal property pursuant to the Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

Case No. **19-02693-CW3-13**
JUDGE CHARLES M WALKER

SSN XXX-XX-2065

TRUSTEE'S NOTICE OF CLAIMS FILED IN THE ABOVE STYLED CASE

Comes now the standing Chapter 13 Trustee who hereby serves notice that the following claims have been filed in the above styled case. The deadline for filing non government claims in this case was **July 05, 2019**. The deadline for filing claims by governmental units was **October 23, 2019**. After such examination the Trustee states that claims should be deemed allowed, or 'not filed' as indicated below:

NAME AND ADDRESS OF CREDITOR	AMOUNT	CLASSIFICATION
1305 CLAIM NO ADDRESS GIVEN , 00000	\$0.00 DATE FILED: NOT FILED	UNSECURED - 1305 (O) Disb level: 43 ACCT: COMM:
	TRUSTEE'S CLAIM NO: 1 PERCENT ALLOWED: 100.00 %	COURT'S CLAIM#
BANCORPSOUTH BANK P O BOX 4360 TUPELO, MS 38803	\$275.00 DATE FILED: 6/6/2019	MTG-ON GOING MTG PYMT (D) Disb level: 21 ACCT: 5759 COMM: HELOC 1986 SUNNY SIDE DR TO BE SOLD WITHIN 180 DAYS OF CONFIRMATION
	TRUSTEE'S CLAIM NO: 2 PERCENT ALLOWED: 100.00 %	COURT'S CLAIM# 6
SPECIALIZED LOAN SERVICING LLC P O BOX 636007 LITTLETON, CO 80163	\$0.00 DATE FILED: 6/27/2019	MTG-ON GOING MTG PYMT (D) Disb level: 0 PAID OUTSIDE ACCT: 9228 COMM: 1986 SUNNY SIDE DR TO BE SOLD WITHIN 180 DAYS OF CONFIRMATION PAID FROM SALE PROCEEDS
	TRUSTEE'S CLAIM NO: 3	COURT'S CLAIM# 8

PAGE 2 - CHAPTER 13 CASE NO. 19-02693-CW3-13

TOYOTA MOTOR CREDIT CORP
P O BOX 9490
CEDAR RAPIDS, IA 52409

\$12,600.00

DATE FILED: 6/25/2019

AUTOMOBILE LOAN (V)
Disb level: 21

ACCT: 6480
COMM: 2017 TOYOTA PRIUS

TRUSTEE'S CLAIM NO: 4 COURT'S CLAIM# 7
PERCENT ALLOWED: 100.00 % + 5.50%

UNITED STATES TREASURY
P O BOX 7317
PHILADELPHIA, PA 19101-7317

\$0.00

DATE FILED: 7/17/2019

PRIORITY CREDITOR (C)
Disb level: 22

ACCT: 2065
COMM: 2016 2017 INCOME TAXES
AMENDED

TRUSTEE'S CLAIM NO: 5 COURT'S CLAIM# 1
PERCENT ALLOWED: 100.00 %

[REDACTED]
BROOKSIDE PROPERTIES INC
2002 RICHARD JONES RD STE 200C
NASHVILLE, TN 37215

\$0.00

DATE FILED: NOT FILED

COSTED - LEASE PYMT/POST PET
Disb level: 0
PAID OUTSIDE
ACCT:
COMM: RESIDENTIAL LEASE

TRUSTEE'S CLAIM NO: 6 COURT'S CLAIM#
PERCENT ALLOWED: .00 %

BECKET AND LEE LLP
PO BOX 3001
MALVERN, PA 19355

\$9,518.02

DATE FILED: 5/29/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: 1006
COMM: AMERICAN EXPRESS NATIONAL
BANK

TRUSTEE'S CLAIM NO: 7 COURT'S CLAIM# 4
PERCENT ALLOWED: 100.00 %

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA, TN 37388

\$12,900.65

DATE FILED: 5/16/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: 6580
COMM: CREDIT CARD VISA

TRUSTEE'S CLAIM NO: 8 COURT'S CLAIM# 2
PERCENT ALLOWED: 100.00 %

PAGE 3 - CHAPTER 13 CASE NO. 19-02693-CW3-13

BANK OF AMERICA
P O BOX 982238
EL PASO, TX 79998

\$0.00

DATE FILED: NOT FILED

UNSECURED CREDITOR (H)
Disb level: 41

ACCT:
COMM: CREDIT CARD

TRUSTEE'S CLAIM NO: 9
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM#

CAPITAL ONE BANK USA NA
BY AMERICAN INFOSOURCE AS AGENT
P O BOX 71083
CHARLOTTE, NC 28272

\$9,906.18

DATE FILED: 6/5/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **1267**
COMM:

TRUSTEE'S CLAIM NO: 10
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 5

CHASE CARD
P O BOX 15298
WILMINGTON, DE 19850-5298

\$0.00

DATE FILED: NOT FILED

NOTICE ONLY (N)
Disb level: 0

ACCT:
COMM:

TRUSTEE'S CLAIM NO: 11
PERCENT ALLOWED: **.00 %**

COURT'S CLAIM#

US ATTORNEY GENERAL
US DEPT OF JUSTICE
950 PENNSYLVANIA AVE
WASHINGTON, DC 20530

\$0.00

DATE FILED: NOT FILED

NOTICE ONLY (N)
Disb level: 0

ACCT:
COMM:

TRUSTEE'S CLAIM NO: 12
PERCENT ALLOWED: **.00 %**

COURT'S CLAIM#

UNITED STATES TREASURY
P O BOX 7317
PHILADELPHIA, PA 19101-7317

\$0.00

DATE FILED: 7/17/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **2065**
COMM: 2015 INCOME TAX AMENDED

TRUSTEE'S CLAIM NO: 13
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 1

PAGE 4 - CHAPTER 13 CASE NO. 19-02693-CW3-13

ASCEND FEDERAL CREDIT UNION
 P O BOX 1210
 TULLAHOMA, TN 37388

\$5,000.00
 DATE FILED: 5/16/2019

UNSECURED/MODIFIED (M)
 Disb level: 31

ACCT: 8090
 COMM: VISA

TRUSTEE'S CLAIM NO: 14 COURT'S CLAIM# 3
 PERCENT ALLOWED: 100.00 % + 9.50%

BANCORPSOUTH BANK
 P O BOX 4360
 TUPELO, MS 38803

\$0.00
 DATE FILED: 6/6/2019

MTG-PRE-PETITION ARREARS (E)
 Disb level: 0

ACCT:
 COMM: NO PAYMENTS TO BE MADE ON
 PRE-PETITION ARREARS /0/

TRUSTEE'S CLAIM NO: 15 COURT'S CLAIM# 6
 PERCENT ALLOWED: 100.00 %

BANCORPSOUTH BANK
 P O BOX 4360
 TUPELO, MS 38803

\$825.00
 DATE FILED: 6/6/2019

MTG-GAP PYMTS (POST PET/PRE
 Disb level: 22

ACCT:
 COMM: MAY 2019-JULY 2019

TRUSTEE'S CLAIM NO: 16 COURT'S CLAIM# 6
 PERCENT ALLOWED: 100.00 %

BANCORPSOUTH BANK
 P O BOX 4360
 TUPELO, MS 38803

\$1,023.40
 DATE FILED: 9/5/2019

MTG-FEES, COSTS & EXPENSES
 Disb level: 22

ACCT: 5759
 COMM: ATTORNEY FEES

TRUSTEE'S CLAIM NO: 17 COURT'S CLAIM# 6
 PERCENT ALLOWED: 100.00 %

TOTAL \$56,850.25

The Trustee proposes to pay on such claims in accordance with the confirmed plan, unless such claims are disallowed.

Accordingly, the Trustee notifies the court and the debtor that those claims which have been filed be deemed allowed for the purpose of distribution pursuant to the confirmed plan.

PAGE 5 - CHAPTER 13 CASE NO. 19-02693-CW3-13

11/22/19
DATE

DT
INITIALS

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
PHONE: 615-244-1101
FAX: 615-242-3241
pleadings@ch13nsh.com

cc: HENRY E. HILDEBRAND, III
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

ROTHSCHILD AND AUSBROOKS PLLC
1222 16TH AVE SOUTH SUITE 12
NASHVILLE, TN 37212

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

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No. **3:19-bk-02693**
Chapter **7**

NOTICE OF CONVERSION FROM CHAPTER 13 TO CHAPTER 7

PLEASE TAKE NOTICE that on ____, the above-captioned Chapter 13 case was converted to Chapter 7 pursuant to 11 U.S.C. §1307(a) and Federal Rule of Bankruptcy Procedure 1017(f)(3).

Date **December 5, 2019**

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

Attorney **/s/ Mary Beth Ausbrooks**
Mary Beth Ausbrooks

**Rothschild & Ausbrooks PLLC
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996
Fax: (615) 242-2003
notice@rothschildbklaw.com**

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number (if known) 3:19-bk-02693

Chapter you are filing under:

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

Check if this is an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

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

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

Part 1: Identify Yourself

About Debtor 1:

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

1. Your full name

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

Bring your picture identification to your meeting with the trustee.

Fawn
First name
Middle name

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

First name
Middle name

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

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

Include your married or maiden names.

Fawn
Fawn

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

xxx-xx-2065

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

About Debtor 1:

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

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

I have not used any business name or EINs.

I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s)

Business name(s)

EINs

EINs

5. Where you live

If Debtor 2 lives at a different address:

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

Number, Street, City, State & ZIP Code

Davidson
County

County

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

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

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

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

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

Check one:

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408.)

I have another reason. Explain. (See 28 U.S.C. § 1408.)

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Part 2: **Tell the Court About Your Bankruptcy Case**

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

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

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

- I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

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

- No.
- Yes.

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

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

- No
- Yes.

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

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

- No. Go to line 12.
- Yes. Has your landlord obtained an eviction judgment against you?
 - No. Go to line 12.
 - Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

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

12. Are you a sole proprietor of any full- or part-time business?

- No. Go to Part 4.
- Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

- No.
- Yes.
 - What is the hazard? _____
 - If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity.
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability.
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty.
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity.
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability.
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty.
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
 No. Go to line 16b.
 Yes. Go to line 17.
- 16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
 No. Go to line 16c.
 Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?
 No. I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?
 Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
 No
 Yes

18. How many Creditors do you estimate that you owe?
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

19. How much do you estimate your assets to be worth?
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

20. How much do you estimate your liabilities to be?
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input checked="" type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

Part 7: Sign Below

For you I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn ██████ Fenton
Fawn ██████ Fenton
 Signature of Debtor 1

 Signature of Debtor 2

Executed on December 5, 2019 Executed on _____
 MM / DD / YYYY MM / DD / YYYY

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

For your attorney, if you are represented by one

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

If you are not represented by an attorney, you do not need to file this page.

/s/ Mary Beth Ausbrooks
Signature of Attorney for Debtor

Date **December 5, 2019**
MM / DD / YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996**

Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

**Official Form 106Sum
 Summary of Your Assets and Liabilities and Certain Statistical Information**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

Your assets
 Value of what you own

1. Schedule A/B: Property (Official Form 106A/B)	
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$ <u>0.00</u>
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$ <u>30,270.00</u>
1c. Copy line 63, Total of all property on Schedule A/B.....	\$ <u>30,270.00</u>

Part 2: Summarize Your Liabilities

Your liabilities
 Amount you owe

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)	
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of <i>Schedule D</i> ...	\$ <u>11,672.82</u>
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of <i>Schedule E/F</i>	\$ <u>0.00</u>
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of <i>Schedule E/F</i>	\$ <u>59,845.46</u>
Your total liabilities	\$ <u>71,518.28</u>

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)	
Copy your combined monthly income from line 12 of <i>Schedule I</i>	\$ <u>1,291.67</u>
5. Schedule J: Your Expenses (Official Form 106J)	
Copy your monthly expenses from line 22c of <i>Schedule J</i>	\$ <u>3,055.00</u>

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
 No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
 Yes
7. **What kind of debt do you have?**
 Your debts are primarily consumer debts. *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
 Your debts are not primarily consumer debts. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) **3:19-bk-02693**

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 6,250.00

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

	Total claim
From Part 4 on Schedule E/F, copy the following:	
9a. Domestic support obligations (Copy line 6a.)	\$ <u>0.00</u>
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ <u>0.00</u>
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ <u>0.00</u>
9d. Student loans. (Copy line 6f.)	\$ <u>0.00</u>
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ <u>0.00</u>
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ <u>0.00</u>
9g. Total. Add lines 9a through 9f.	\$ <u>0.00</u>

Fill in this information to identify your case and this filing:

Debtor 1 **Fawn [redacted] Fenton**
 First Name Middle Name Last Name

Debtor 2
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:19-bk-02693

Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
- Yes

3.1 Make: Toyota
 Model: Prius
 Year: 2017
 Approximate mileage: 30,000
 Other information:

VIN: [redacted]

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$14,500.00</u>	<u>\$14,500.00</u>

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
- Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$14,500.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
- Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items

\$1,500.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
- Yes. Describe.....

Cellphone, Laptop, TV, Tablet

\$1,000.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
- Yes. Describe.....

Breyer Horses

\$900.00

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
- Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
- Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101

\$2,700.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
- Yes. Describe.....

Clothing/Shoes/Purse

\$500.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
- Yes. Describe.....

Wedding Ring \$1500 and Costume jewelry

\$1,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Dog, 2 Bunnies, Fish **\$0.00**

14. Any other personal and household items you did not already list, including any health aids you did not list

- No
- Yes. Give specific information.....

Items in storage
Books, Luggage, Pet Supplies, Christmas Decorations **\$1,000.00**

2 Aquarium located at [REDACTED] **\$500.00**

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here **\$9,600.00**

Part 4 Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
- Yes.....

Cash **\$200.00**

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
- Yes..... Institution name:

17.1. Checking **First Farmers & Merchants** **\$5,000.00**

17.2. Checking **Ascend Federal CU** **\$120.00**

17.3. Savings **First Farmers & Merchants** **\$850.00**

17.4. Savings **Ascend Federal CU** **\$0.00**

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
- Yes..... Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

- No
- Yes. Give specific information about them.....
Name of entity: % of ownership:

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
- Yes. Give specific information about them
Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
- Yes. List each account separately.
Type of account: Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
- Yes.
Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
- Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).
 No
 Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

No

Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

No

Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

No

Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

No

Yes. Describe each claim.....

35. Any financial assets you did not already list

No

Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$6,170.00

Part 5 Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

No. Go to Part 6.

Yes. Go to line 38.

Part 6 Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

No. Go to Part 7.

Yes. Go to line 47.

Part 7 Describe All Property You Own or Have an Interest In That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

No

Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 8 List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$0.00
56. Part 2: Total vehicles, line 5	\$14,500.00	
57. Part 3: Total personal and household items, line 15	\$9,600.00	
58. Part 4: Total financial assets, line 36	\$6,170.00	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
	+	
62. Total personal property. Add lines 56 through 61...	\$30,270.00	Copy personal property total \$30,270.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$30,270.00

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 30,000 miles VIN: [REDACTED] Line from <i>Schedule A/B</i> : 3.1	\$14,500.00	<input checked="" type="checkbox"/> \$1,130.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from <i>Schedule A/B</i> : 10.1	\$2,700.00	<input checked="" type="checkbox"/> \$2,700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Clothing/Shoes/Purse Line from <i>Schedule A/B</i> : 11.1	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Cash Line from <i>Schedule A/B</i> : 16.1	\$200.00	<input checked="" type="checkbox"/> \$200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from <i>Schedule A/B</i> : 17.1	\$5,000.00	<input checked="" type="checkbox"/> \$5,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

Debtor 1 Fawn ██████ Fenton		Case number (if known) 3:19-bk-02693	
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Checking: Ascend Federal CU Line from Schedule A/B: 17.2	\$120.00	<input checked="" type="checkbox"/> \$120.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	\$850.00	<input checked="" type="checkbox"/> \$850.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

3. **Are you claiming a homestead exemption of more than \$170,350?**
 (Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
 - Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
 - No
 - Yes

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1 List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion if any
\$11,672.82	\$14,500.00	\$0.00

2.1 Toyota Motor Credit Co.

Creditor's Name
Attn Officer Manager or Agent
PO Box 9013
Addison, TX 75001
Number, Street, City, State & Zip Code

Describe the property that secures the claim:

2017 Toyota Prius 30,000 miles
VIN: [REDACTED]

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed
- Nature of lien. Check all that apply.**
- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset) **PMSI**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred **09/15/2016** Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:
 If this is the last page of your form, add the dollar value totals from all pages.
 Write that number here:

\$11,672.82
\$11,672.82

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
 First Name Middle Name Last Name

Debtor 2
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
 (if known)

Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2.
 Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount	
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	Last 4 digits of account number	\$0.00	\$0.00	\$0.00
	When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of PRIORITY unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____				
	Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				

Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.
 Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

4.1 **American InfoSource as agent** Last 4 digits of account number **\$9,906.18**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 71083
Charlotte, NC 28272-1083
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **re: Capital One Bank USA NA**

4.2 **Ascend Federal Credit Union** Last 4 digits of account number **\$12,900.65**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Credit Card**

4.3 **Ascend Federal Credit Union** Last 4 digits of account number **\$4,212.89**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Credit Card**

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

4.4 **BanCorp South** Last 4 digits of account number _____ \$0.00
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 4360
Tupelo, MS 38803
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **1986 Sunny Side Drive Brentwood, TN 37027 Notice**

4.5 **Bank of America** Last 4 digits of account number _____ \$11,793.22
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Credit Card**

4.6 **Becket & Lee LLP** Last 4 digits of account number _____ \$9,518.02
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 3001
Malvern, PA 19355-0701
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No
 Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **re: American Express**

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) **3:19-bk-02693**

4.7 Chase Card Last 4 digits of account number _____ **\$0.00**

Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850
 Number Street City State Zip Code

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?
 No
 Yes

Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Notice**

4.8 Specialized Loan Servicing, LLC Last 4 digits of account number _____ **\$0.00**

Nonpriority Creditor's Name
Attn: Officer Manager or Agent
8742 Lucent Blvd., Suite 300
Highlands Ranch, CO 80129
 Number Street City State Zip Code

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?
 No
 Yes

Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **1986 Sunny Side Drive Brentwood, TN 37027 Notice**

4.9 Virginia Lee Story Last 4 digits of account number _____ **\$11,514.50**

Nonpriority Creditor's Name
Attn: Officer Manager or Agent
136 Fourth Ave. South
Franklin, TN 37064
 Number Street City State Zip Code

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?
 No
 Yes

Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Attorney Fees - Divorce Proceeding**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line **2.1** of (Check one):
 Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line **2.1** of (Check one):
 Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
Total claims from Part 1	6a. Domestic support obligations	6a. \$	0.00
	6b. Taxes and certain other debts you owe the government	6b. \$	0.00
	6c. Claims for death or personal injury while you were intoxicated	6c. \$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. \$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e. \$	0.00
Total claims from Part 2	6f. Student loans	6f. \$	0.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$	0.00
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i. \$	59,845.46
	6j. Total Nonpriority. Add lines 6f through 6i.	6j. \$	59,845.46

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

- Do you have any executory contracts or unexpired leases?
 - No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
 - Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
- List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease
Name, Number, Street, City, State and ZIP Code

State what the contract or lease is for

2.1 **[REDACTED]**
c/o Brookside Properties, Inc.
2002 Richard Jones Road, Suite 200-C
Nashville, TN 37215

Assume Residential Lease
Ends 08/2020

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
 (if known)

Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- No
- Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.
- Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor
 Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt
 Check all schedules that apply:

3.1
 Name _____
 Number Street
 City State ZIP Code

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

3.2
 Name _____
 Number Street
 City State ZIP Code

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

Fill in this information to identify your case.

Debtor 1 **Fawn Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number (If known) **3:19-bk-02693**

Check if this is:

- An amended filing
- A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 1061

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

How long employed there?

Debtor 1

Employed

Not employed

Debtor 2 or non-filing spouse

Employed

Not employed

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
--	--------------	-----------------------------------

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2.	\$	0.00	\$	N/A
----	----	------	----	-----

3. Estimate and list monthly overtime pay.

3.	+\$	0.00	+\$	N/A
----	-----	------	-----	-----

4. Calculate gross income. Add line 2 + line 3.

4.	\$	0.00	\$	N/A
----	----	------	----	-----

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ <u>0.00</u>	\$ <u>N/A</u>
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ <u>0.00</u>	\$ <u>N/A</u>
5b. Mandatory contributions for retirement plans	5b.	\$ <u>0.00</u>	\$ <u>N/A</u>
5c. Voluntary contributions for retirement plans	5c.	\$ <u>0.00</u>	\$ <u>N/A</u>
5d. Required repayments of retirement fund loans	5d.	\$ <u>0.00</u>	\$ <u>N/A</u>
5e. Insurance	5e.	\$ <u>0.00</u>	\$ <u>N/A</u>
5f. Domestic support obligations	5f.	\$ <u>0.00</u>	\$ <u>N/A</u>
5g. Union dues	5g.	\$ <u>0.00</u>	\$ <u>N/A</u>
5h. Other deductions. Specify: _____	5h.+	\$ <u>0.00</u> + \$	<u>N/A</u>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ <u>0.00</u>	\$ <u>N/A</u>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ <u>0.00</u>	\$ <u>N/A</u>
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ <u>0.00</u>	\$ <u>N/A</u>
8b. Interest and dividends	8b.	\$ <u>0.00</u>	\$ <u>N/A</u>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ <u>0.00</u>	\$ <u>N/A</u>
8d. Unemployment compensation	8d.	\$ <u>1,191.67</u>	\$ <u>N/A</u>
8e. Social Security	8e.	\$ <u>0.00</u>	\$ <u>N/A</u>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: Anticipated Food Stamps	8f.	\$ <u>100.00</u>	\$ <u>N/A</u>
8g. Pension or retirement income	8g.	\$ <u>0.00</u>	\$ <u>N/A</u>
8h. Other monthly income. Specify: _____	8h.+	\$ <u>0.00</u> + \$	<u>N/A</u>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ <u>1,291.67</u>	\$ <u>N/A</u>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ <u>1,291.67</u> + \$ <u>N/A</u>	= \$ <u>1,291.67</u>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11.	+\$ <u>0.00</u>	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ <u>1,291.67</u> Combined monthly income	
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: Debtor was let go from her prior employer and received severance through September 30, 2019. She has applied for unemployment and is looking for a new job. Anticipated income is listed on Schedule I.			

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(If known)

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY _____

Official Form 106J
Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1 Describe Your Household

1. **Is this a joint case?**

No. Go to line 2.

Yes. Does Debtor 2 live in a separate household?

No

Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. **Do you have dependents?** No

Do not list Debtor 1 and Debtor 2. Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
_____	_____	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes

Do not state the dependents names.

3. **Do your expenses include expenses of people other than yourself and your dependents?** No Yes

Part 2 Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. **The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,229.00

If not included in line 4:

4a. Real estate taxes 4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance 4b. \$ 15.00

4c. Home maintenance, repair, and upkeep expenses 4c. \$ 0.00

4d. Homeowner's association or condominium dues 4d. \$ 0.00

5. **Additional mortgage payments for your residence,** such as home equity loans 5. \$ 0.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

6. Utilities:		
6a. Electricity, heat, natural gas	6a. \$	<u>90.00</u>
6b. Water, sewer, garbage collection	6b. \$	<u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<u>100.00</u>
6d. Other. Specify: _____	6d. \$	<u>0.00</u>
7. Food and housekeeping supplies	7. \$	<u>500.00</u>
8. Childcare and children's education costs	8. \$	<u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$	<u>89.00</u>
10. Personal care products and services	10. \$	<u>50.00</u>
11. Medical and dental expenses	11. \$	<u>10.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<u>150.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	<u>0.00</u>
14. Charitable contributions and religious donations	14. \$	<u>25.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<u>0.00</u>
15b. Health insurance	15b. \$	<u>0.00</u>
15c. Vehicle insurance	15c. \$	<u>170.00</u>
15d. Other insurance. Specify: _____	15d. \$	<u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$	<u>0.00</u>
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a. \$	<u>300.00</u>
17b. Car payments for Vehicle 2	17b. \$	<u>0.00</u>
17c. Other. Specify: Storage	17c. \$	<u>127.00</u>
17d. Other. Specify: _____	17d. \$	<u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$	<u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	\$	<u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.		
20a. Mortgages on other property	20a. \$	<u>0.00</u>
20b. Real estate taxes	20b. \$	<u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$	<u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$	<u>0.00</u>
21. Other: Specify: Pet Supplies - 1 Dog & 2 Bunnies & Fish	21. +\$	<u>200.00</u>
22. Calculate your monthly expenses		
22a. Add lines 4 through 21.	\$	<u>3,055.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	<u>3,055.00</u>
23. Calculate your monthly net income.		
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	<u>1,291.67</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<u>3,055.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$	<u>-1,763.33</u>

24. Do you expect an increase or decrease in your expenses within the year after you file this form?
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

No.

Yes.

Explain here: **Health Insurance through prior employer ended on September 30, 2019. She is unsure how much her medical expenses will be moving forward.**

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
 First Name Middle Name Last Name

Debtor 2
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
 (if known)

Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of person _____ Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Fawn [REDACTED] Fenton X _____
 Fawn [REDACTED] Fenton Signature of Debtor 2
 Signature of Debtor 1

Date December 5, 2019 Date _____

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 107
Statement of Financial Affairs for Individuals Filing for Bankruptcy 4/19

Be as *complete* and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- Married
- Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- No
- Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: May 2011 - April 2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- No
- Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2: Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- No
- Yes. Fill in the details.

	Debtor 1	Debtor 2
Sources of income <small>Check all that apply.</small>	Gross income <small>(before deductions and exclusions)</small>	Gross income <small>(before deductions and exclusions)</small>
From January 1 of current year until the date you filed for bankruptcy: <input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$60,625.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

	Debtor 1		Debtor 2
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.
For last calendar year: (January 1 to December 31, 2018)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,108.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business
For the calendar year before that: (January 1 to December 31, 2017)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,677.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business

5. Did you receive any other income during this year or the two previous calendar years?

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- No
- Yes. Fill in the details.

Debtor 1	Gross income from each source (before deductions and exclusions)	Debtor 2	Gross income (before deductions and exclusions)
Sources of income Describe below.		Sources of income Describe below.	

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?

- No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825* or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

- Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
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Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No
- Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
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8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**

Include payments on debts guaranteed or cosigned by an insider.

- No
- Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
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Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- No
- Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	Divorce Proceeding	Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
 Check all that apply and fill in the details below.

- No. Go to line 11.
- Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
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11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- No
- Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
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12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- No
- Yes

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- No
 Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address: Walden's Puddle Wildlife Rehab PO Box 641 Joelton, TN 37080	\$25.00 Monthly	2016 - Present	\$250.00

Person's relationship to you:

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No
 Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600	Describe what you contributed	Dates you contributed	Value
Charity's Name Address (Number, Street, City, State and ZIP Code)			

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No
 Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss	Date of your loss	Value of property lost
	Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .		

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
 Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc. Debtor	Credit Counseling	04/01/2019	\$15.00
Rothschild & Ausbrooks PLLC 1222 16th Avenue South, Suite 12 Nashville, TN 37212-2926 notice@rothschildbklaw.com Debtor	Attorney Fees	10/15/19	\$1,000.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Rothschild & Ausbrooks PLLC 1222 16th Avenue South, Suite 12 Nashville, TN 37212-2926 notice@rothschildbklaw.com Chapter 13 Trustee	Attorney Fees	Paid through Chapter 13	\$2,310.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	2003 Buick LeSabre	None	January 2019
Greg Golden 101 Creekside Xing, #170195 Brentwood, TN 37027	324,360.00 Sale Price 1986 Sunnyside Drive Brentwood, TN	\$324,360.00 Sale Price Pursuant to Divorce Proceeding	10/29/2019
None			

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- No
- Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
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Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- No
- Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No
- Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No
- Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	Fawn [REDACTED] Fenton [REDACTED] Brentwood, TN 37027	Books, Luggage, Pet Supplies, Christmas decorations	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No
- Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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25. Have you notified any governmental unit of any release of hazardous material?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
---	--	--	-----------------------

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
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Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- A member of a limited liability company (LLC) or limited liability partnership (LLP)
- A partner in a partnership
- An officer, director, or managing executive of a corporation
- An owner of at least 5% of the voting or equity securities of a corporation

- No. None of the above applies. Go to Part 12.
- Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed
--	---	--

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No
- Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ **Fawn [REDACTED] Fenton**

Fawn [REDACTED] Fenton
Signature of Debtor 1

Signature of Debtor 2

Date **December 5, 2019**

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No
- Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 108 Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- creditors have claims secured by your property, or
- you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Toyota Motor Credit Co.	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 2017 Toyota Prius 30,000 miles VIN: [REDACTED]		

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases	Will the lease be assumed?
Lessor's name: [REDACTED]	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of leased Property: Assume Residential Lease Ends 08/2020	

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Part 5 Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor 1

X _____
Signature of Debtor 2

Date December 5, 2019

Date _____

Fill in this information to identify your case

Debtor 1 **Fawn** **Fenton**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number **3:19-bk-02693**
(if known)

Check one box only as directed in this form and in Form 122A-1 Supp

1. There is no presumption of abuse

2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).

3. The Means Test does not apply now because of qualified military service but it could apply later.

Check if this is an amended filing

Official Form 122A - 1
Chapter 7 Statement of Your Current Monthly Income

12/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

- What is your marital and filing status? Check one only.
 - Not married. Fill out Column A, lines 2-11.
 - Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
 - Married and your spouse is NOT filing with you. You and your spouse are:
 - Living in the same household and are not legally separated. Fill out both Columns A and B, lines 2-11.
 - Living separately or are legally separated. Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse								
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 6,250.00	\$ 0.00								
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00								
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$ 0.00								
5. Net income from operating a business, profession, or farm	<table border="0"> <tr><td colspan="2" style="text-align: center;">Debtor 1</td></tr> <tr><td>Gross receipts (before all deductions)</td><td>\$ 0.00</td></tr> <tr><td>Ordinary and necessary operating expenses</td><td>-\$ 0.00</td></tr> <tr><td>Net monthly income from a business, profession, or farm</td><td>\$ 0.00</td></tr> </table>		Debtor 1		Gross receipts (before all deductions)	\$ 0.00	Ordinary and necessary operating expenses	-\$ 0.00	Net monthly income from a business, profession, or farm	\$ 0.00
Debtor 1										
Gross receipts (before all deductions)	\$ 0.00									
Ordinary and necessary operating expenses	-\$ 0.00									
Net monthly income from a business, profession, or farm	\$ 0.00									
6. Net income from rental and other real property	<table border="0"> <tr><td colspan="2" style="text-align: center;">Debtor 1</td></tr> <tr><td>Gross receipts (before all deductions)</td><td>\$ 0.00</td></tr> <tr><td>Ordinary and necessary operating expenses</td><td>-\$ 0.00</td></tr> <tr><td>Net monthly income from rental or other real property</td><td>\$ 0.00</td></tr> </table>		Debtor 1		Gross receipts (before all deductions)	\$ 0.00	Ordinary and necessary operating expenses	-\$ 0.00	Net monthly income from rental or other real property	\$ 0.00
Debtor 1										
Gross receipts (before all deductions)	\$ 0.00									
Ordinary and necessary operating expenses	-\$ 0.00									
Net monthly income from rental or other real property	\$ 0.00									
7. Interest, dividends, and royalties	\$ 0.00	\$ 0.00								

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation	\$ 0.00	\$ 0.00
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ 0.00	
For your spouse	\$ 0.00	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	\$ 0.00	\$ 0.00
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act; payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total amounts from separate pages, if any.	+ \$ 0.00	\$ 0.00

11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.

\$ 6,250.00	+	\$ 0.00	=	\$ 6,250.00
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Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11 Copy line 11 here=> \$ **6,250.00**

Multiply by 12 (the number of months in a year) x 12

12b. The result is your annual income for this part of the form 12b. \$ **75,000.00**

13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live. TN

Fill in the number of people in your household. 1

Fill in the median family income for your state and size of household. 13. \$ **47,214.00**

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

14. How do the lines compare?

14a. Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.

14b. Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
 Signature of Debtor 1

Date **December 5, 2019**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period **10/01/2018** to **03/31/2019**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: **Adkisson & Associates (Ended 9.30.19)**

Constant income of **\$6,250.00** per month.

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy,
and

Your debts are primarily consumer debts.
Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7: Liquidation

\$245 filing fee

\$75 administrative fee

+ \$15 trustee surcharge

\$335 total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$550	administrative fee
	\$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	<u>\$275</u>	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	<u>\$310</u>	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts.

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days **before** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Middle District of Tennessee

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No. **3:19-bk-02693**
Chapter **7**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept.....	\$	<u>1,000.00</u>
Prior to the filing of this statement I have received.....	\$	<u>1,000.00</u>
Balance Due.....	\$	<u>0.00</u>

2. The source of the compensation paid to me was:

Debtor Other (specify):

3. The source of compensation to be paid to me is:

Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]

For the agreed upon fee, Rothschild & Ausbrooks, PLLC has agreed to perform all regular and routine services to be rendered in this Chapter 13/7 proceeding, which include but are not limited to advice rendered to the debtor before and during the pendency of the case concerning the nature and effect of Chapter 13/7 bankruptcy, preparation and filing of statements and schedules, attendance at the meeting of creditors and confirmation hearing, preparation of defense in the event of a motion for relief from stay, preparation of motions by debtor to amend the plan, add creditors, or suspend payments, and preparation and filing of discharge documents. Other services such as dealing with creditors during the life of the plan, submitting requests for payment reports from the trustee, and other regular and routine services not specifically stated herein, are included without additional charge to the debtor.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

The debtor has acknowledged that matters may arise in connection with the bankruptcy case which are not included in the regular and routine services to be rendered for the fee quoted. Charges for such additional services will be assessed at our standard hourly rate for the particular attorney working on the case, and shall be in addition to the quoted fee. Debtor has been advised that these charges must be submitted to the Bankruptcy Court for approval. Such services would include, but are not limited to, attendance at depositions or Rule 2004 examinations and other pretrial hearings in regard to objections to confirmation and/or adversary proceedings concerning discharge of debt, research, preparation of briefs, preparation for trial, and court time at trial in such litigated matters.

In re **Fawn [REDACTED] Fenton**

Case No. **3:19-bk-02693**

Debtor(s)

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)
(Continuation Sheet)

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

December 5, 2019

Date

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Signature of Attorney

Rothschild & Ausbrooks PLLC

1222 16th Avenue South, Suite 12

Nashville, TN 37212-2926

(615) 242-3996 Fax: (615) 242-2003

notice@rothschildbkllaw.com

Name of law firm

**United States Bankruptcy Court
Middle District of Tennessee**

In re Fawn [REDACTED] Fenton Debtor(s) Case No. 3:19-bk-02693
Chapter 7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: December 5, 2019

/s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
PO BOX 4360
TUPELO MS 38803

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BECKET & LEE LLP
ATTN: OFFICER MANAGER OR AGENT
PO BOX 3001
MALVERN PA 19355-0701

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203

SPECIALIZED LOAN SERVICING, LLC
ATTN: OFFICER MANAGER OR AGENT
8742 LUCENT BLVD., SUITE 300
HIGHLANDS RANCH CO 80129

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530


C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

VIRGINIA LEE STORY
ATTN: OFFICER MANAGER OR AGENT
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064

Fill in this information to identify your case.

Debtor 1 Fawn [REDACTED] Fenton

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:19-bk-02693
(if known)

Check the appropriate box as directed in lines 40 or 42:

According to the calculations required by this Statement:

1. There is no presumption of abuse.

2. There is a presumption of abuse.

Check if this is an amended filing

Official Form 122A - 2
Chapter 7 Means Test Calculation

04/19

To fill out this form, you will need your completed copy of *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form, include the line number to which additional information applies. On the top any additional pages, write your name and case number (if known).

Part 1: Determine Your Adjusted Income

1. Copy your total current monthly income. _____ Copy line 11 from Official Form 122A-1 here=>..... \$ 6,250.00

2. Did you fill out Column B in Part 1 of Form 122A-1?
 No. Fill in \$0 for the total on line 3.
 Yes. Is your spouse Filing with you?
 No. Go to line 3.
 Yes. Fill in \$0 the total on line 3.

3. Adjust your current monthly income by subtracting any part of your spouse's income not used to pay for the household expenses of you or your dependents. Follow these steps:

On line 11, Column B of Form 122A-1, was any amount of the income you reported for your spouse NOT regularly used for the household expenses of you or your dependents?

No. Fill in 0 for the total on line 3.
 Yes. Fill in the information below:

State each purpose for which the income was used	Fill in the amount you are subtracting from your spouse's income
For example, the income is used to pay your spouse's tax debt or to support other than you or your dependents.	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total.	\$ <u>0.00</u>

Copy total here=>... - \$ 0.00

4. Adjust your current monthly income. Subtract line 3 from line 1. \$ 6,250.00

Debtor 1 **Fawn Fenton**

Case number (if known) **3:19-bk-02693**

Part 2: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not deduct any amounts that you subtracted from your spouse's income in line 3 and do not deduct any operating expenses that you subtracted from income in lines 5 and 6 of form 122A-1.

If your expenses differ from month to month, enter the average expense.

Whenever this part of the form refers to *you*, it means both you and your spouse if Column B of Form 122A-1 is filled in.

5. The number of people used in determining your deductions from income

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household.

1

National Standards You must use the IRS National Standards to answer the questions in lines 6-7.

6. Food, clothing, and other items: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items. \$ 647.00

7. Out-of-pocket health care allowance: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories—people who are under 65 and people who are 65 or older—because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

People who are under 65 years of age

7a. Out-of-pocket health care allowance per person \$ 52.00

7b. Number of people who are under 65 X 1

7c. **Subtotal.** Multiply line 7a by line 7b. \$ 52.00 Copy here=> \$ 52.00

People who are 65 years of age or older

7d. Out-of-pocket health care allowance per person \$ 114.00

7e. Number of people who are 65 or older X 0

7f. **Subtotal.** Multiply line 7d by line 7e. \$ 0.00 Copy here=> +\$ 0.00

7g. **Total.** Add line 7c and line 7f. \$ 52.00 Copy total here=> \$ 52.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Local Standards You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- Housing and utilities - Insurance and operating expenses
- Housing and utilities - Mortgage or rent expenses

To answer the questions in lines 8-9, use the U.S. Trustee Program chart.

To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. **Housing and utilities - Insurance and operating expenses:** Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. \$ **490.00**

9. **Housing and utilities - Mortgage or rent expenses:**

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses. \$ **1,447.00**

9b. Total average monthly payment for all mortgages and other debts secured by your home.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of the creditor	Average monthly payment
-NONE-	\$

Total average monthly payment	\$	0.00	Copy here=>	-\$	0.00	Repeat this amount on line 33a.
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9c. Net mortgage or rent expense.

Subtract line 9b (total average monthly payment) from line 9a (mortgage or rent expense). If this amount is less than \$0, enter \$0.	\$	1,447.00	Copy here=>	\$	1,447.00
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10. **If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim.** \$ **0.00**

Explain why:

11. **Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

- 0. Go to line 14.
- 1. Go to line 12.
- 2 or more. Go to line 12.

12. **Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area. \$ **196.00**

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

13. **Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

Vehicle 1 Describe Vehicle 1: **2017 Toyota Prius 30,000 miles VIN: ██████████**

13a. Ownership or leasing costs using IRS Local Standard..... \$ **497.00**

13b. Average monthly payment for all debts secured by Vehicle 1.
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you filed for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
Toyota Motor Credit Co.	\$ 300.00

Total Average Monthly Payment \$ **300.00** Copy here => -\$ **300.00** Repeat this amount on line 33b.

13c. Net Vehicle 1 ownership or lease expense
Subtract line 13b from line 13a. if this amount is less than \$0, enter \$0..... \$ **197.00** Copy net Vehicle 1 expense here => \$ **197.00**

Vehicle 2 Describe Vehicle 2: _____

13d. Ownership or leasing costs using IRS Local Standard..... \$ **0.00**

13e. Average monthly payment for all debts secured by Vehicle 2. Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
_____	\$ _____

Total Average Monthly Payment \$ _____ Copy here => -\$ **0.00** Repeat this amount on line 33c.

13f. Net Vehicle 2 ownership or lease expense
Subtract line 13e from line 13d. if this amount is less than \$0, enter \$0. \$ **0.00** Copy net Vehicle 2 expense here => \$ **0.00**

14. **Public transportation expense:** If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation* expense allowance regardless of whether you use public transportation. \$ **0.00**

15. **Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*. \$ **0.00**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Other Necessary Expenses In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

- 16. **Taxes:** The total monthly amount that you will actually owe for federal, state and local taxes, such as income taxes, self-employment taxes, Social Security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.
Do not include real estate, sales, or use taxes. \$ 1,654.96
- 17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.
Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. \$ 0.00
- 18. **Life Insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance. Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. \$ 0.00
- 19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.
Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. \$ 0.00
- 20. **Education:** The total monthly amount that you pay for education that is either required:
 - as a condition for your job, or
 - for your physically or mentally challenged dependent child if no public education is available for similar services.\$ 0.00
- 21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool. Do not include payments for any elementary or secondary school education. \$ 0.00
- 22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7. Payments for health insurance or health savings accounts should be listed only in line 25. \$ 0.00
- 23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.
Do not include payments for basic home telephone, internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 122A-1, or any amount you previously deducted. + \$ 0.00
- 24. **Add all of the expenses allowed under the IRS expense allowances.** \$ 4,683.96
Add lines 6 through 23.

Debtor 1 **Fawn Fenton**

Case number (if known) **3:19-bk-02693**

Additional Expense Deductions These are additional deductions allowed by the Means Test.

Note: Do not include any expense allowances listed in lines 6-24.

25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.

Health insurance	\$	<u>0.00</u>
Disability insurance	\$	<u>0.00</u>
Health savings account	+ \$	<u>0.00</u>

Total	\$	<u>0.00</u>	Copy total here=>	\$	<u>0.00</u>
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Do you actually spend this total amount?

- No. How much do you actually spend?
- Yes

\$ _____

26. **Continued contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLE program. 26 U.S.C. § 529A(b).

\$ 0.00

27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply.

By law, the court must keep the nature of these expenses confidential.

\$ 0.00

28. **Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

29. **Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than \$170.83* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

* Subject to adjustment on 4/01/22, and every 3 years after that for cases begun on or after the date of adjustment.

\$ 0.00

30. **Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

31. **Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 26 U.S.C. § 170(c)(1)-(2).

+\$ 25.00

32. **Add all of the additional expense deductions.**
Add lines 25 through 31.

\$ 25.00

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

Deductions for Debt Payment

33. For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Mortgages on your home:

33a. Copy line 9b here \Rightarrow **Average monthly payment**
 \$ 0.00

Loans on your first two vehicles:

33b. Copy line 13b here \Rightarrow \$ 300.00

33c. Copy line 13e here \Rightarrow \$ 0.00

33d. List other secured debts:

Name of each creditor for other secured debt	Identify property that secures the debt	Does payment include taxes or insurance?	
-NONE-		<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	\$ _____
		<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	+\$ _____

33e. Total average monthly payment. Add lines 33a through 33d \Rightarrow \$ **300.00** Copy total here \Rightarrow \$ **300.00**

34. Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?

- No. Go to line 35.
- Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount	Monthly cure amount
-NONE-		\$ _____	+ 60 = \$ _____

Total \$ **0.00** Copy total here \Rightarrow \$ **0.00**

35. Do you owe any priority claims such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case? 11 U.S.C. § 507.

- No. Go to line 36.
- Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims \$ **0.00** + 60 = \$ **0.00**

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

36. Are you eligible to file a case under Chapter 13? 11 U.S.C. § 109(e).
 For more information, go online using the link for *Bankruptcy Basics* specified in the separate instructions for this form. *Bankruptcy Basics* may also be available at the bankruptcy clerk's office.

- No. Go to line 37.
- Yes. Fill in the following information.

Projected monthly plan payment if you were filing under Chapter 13 \$ 1,190.00

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts) X 3.50

To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

Average monthly administrative expense if you were filing under Chapter 13 \$ 41.65 Copy total here=> \$ 41.65

37. Add all of the deductions for debt payment.
 Add lines 33e through 36.

\$ 341.65

Total Deductions from Income

38. Add all of the allowed deductions.

Copy line 24, All of the expenses allowed under IRS expense allowances \$ 4,683.96
 Copy line 32, All of the additional expense deductions \$ 25.00
 Copy line 37, All of the deductions for debt payment +\$ 341.65

Total deductions \$ 5,050.61 Copy total here.....=> \$ 5,050.61

Part 3: Determine Whether There is a Presumption of Abuse

39. Calculate monthly disposable income for 60 months

39a. Copy line 4, adjusted current monthly income \$ 6,250.00
 39b. Copy line 38, Total deductions - \$ 5,050.61

39c. Monthly disposable income. 11 U.S.C. § 707(b)(2). Subtract line 39b from line 39a \$ 1,199.39 Copy here=> \$ 1,199.39

For the next 60 months (5 years) x 60

39d. Total. Multiply line 39c by 60 \$ 71,963.40 Copy here=> \$ 71,963.40

40. Find out whether there is a presumption of abuse. Check the box that applies:

- The line 39d is less than \$8,175*. On the top of page 1 of this form, check box 1, *There is no presumption of abuse*. Go to Part 5.
- The line 39d is more than \$13,650*. On the top of page 1 of this form, check box 2, *There is a presumption of abuse*. You may fill out Part 4 if you claim special circumstances. Go to Part 5.
- The line 39d is at least \$8,175*, but not more than \$13,650*. Go to line 41.

*Subject to adjustment on 4/01/22, and every 3 years after that for cases filed on or after the date of adjustment.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

41. 41a. **Fill in the amount of your total nonpriority unsecured debt.** If you filled out *A Summary of Your Assets and Liabilities and Certain Statistical Information Schedules* (Official Form 106Sum), you may refer to line 3b on that form. 41a. \$ _____

x .25

41b. **25% or your total nonpriority unsecured debt.** 11 U.S.C. § 707(b)(2)(A)(i)(I)
Multiply line 41a by 0.25.....

\$ _____	Copy here=>	\$ _____
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42. **Determine whether the income you have left over after subtracting all allowed deductions is enough to pay 25% of your unsecured, nonpriority debt.**
Check the box that applies:

- Line 39d is less than line 41b.** On the top of page 1 of this form, check box 1, *There is no presumption of abuse.* Go to Part 5.
- Line 39d is equal to or more than line 41b.** On the top of page 1 of this form, check box 2, *There is a presumption of abuse.* You may fill out Part 4 if you claim special circumstances. Then go to Part 5.

Part 4: Give Details About Special Circumstances

43. **Do you have any special circumstances that justify additional expenses or adjustments of current monthly income for which there is no reasonable alternative?** 11 U.S.C. § 707(b)(2)(B).

- No. Go to Part 5.
- Yes. Fill in the following information. All figures should reflect your average monthly expense or income adjustment for each item. You may include expenses you listed in line 25.

You must give a detailed explanation of the special circumstances that make the expenses or income adjustments necessary and reasonable. You must also give your case trustee documentation of your actual expenses or income adjustments.

Give a detailed explanation of the special circumstances	Average monthly expense or income adjustment
Debtor lost job - last paydate 9.30.19	\$ 6,250.00
_____	\$ _____
_____	\$ _____
_____	\$ _____

Part 5: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X /s/ Fawn [REDACTED] Fenton
Fawn [REDACTED] Fenton
Signature of Debtor 1

Date December 5, 2019
MM/DD/YYYY

Information to identify the case:			Social Security number or ITIN	xxx-xx-2065
Debtor 1	Fawn ██████ Fenton		EIN	__-_____-
	First Name	Middle Name	Last Name	
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name		Social Security number or ITIN	_____
			EIN	__-_____-
United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE			Date case filed in chapter	13 4/26/19
Case number: 3:19-bk-02693			Date case converted to chapter	7 12/6/19

**Form 309A Conversion (For Individuals or Joint Debtors)
Notice of Chapter 7 Bankruptcy Case -- No Asset**

12/17

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn ██████ Fenton	
2. All other names used in the last 8 years	████████████████████ ████████████████████	
3. Address	████████████████████ Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. Bankruptcy trustee Name and address	JOHN C. MCLEMORE LAW OFFICE OF JOHN C. MCLEMORE, PLLC 2000 RICHARD JONES RD., STE. 250 NASHVILLE, TN 37215	Contact phone: 615 383-9495 Email: None

For more information, see page 2 >

Form 309Acon (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Asset

page 1

Debtor **Fawn ██████ Fenton**

Case number **3:19-bk-02693**

<p>6. Bankruptcy clerk's office</p> <p>Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.</p>	<p>701 Broadway Room 170 Nashville, TN 37203</p>	<p>Hours open: 8:00AM-4:00PM Monday-Friday</p> <p>Contact phone: 615-736-5584</p> <p>Date: 12/6/19</p>
<p>7. Meeting of creditors</p> <p>Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p>January 6, 2020 at 01:00 PM</p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p> <p style="text-align: center;">*** Valid photo identification required ***</p>	<p>Location:</p> <p>Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>8. Presumption of abuse</p> <p>If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.</p>	<p>The Presumption of abuse does not arise.</p>	
<p>9. Deadlines</p> <p>The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p>File by the deadline to object to discharge or to challenge whether certain debts are dischargeable: Filing deadline: 3/6/20</p> <p>You must file a complaint:</p> <ul style="list-style-type: none"> if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6). <p>You must file a motion:</p> <ul style="list-style-type: none"> if you assert that the discharge should be denied under § 727(a)(8) or (9). <hr/> <p>Deadline to object to exemptions: Filing deadline: 30 days after the conclusion of the meeting of creditors</p> <p>The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>	
<p>10. Proof of claim</p> <p>Please do not file a proof of claim unless you receive a notice to do so.</p>	<p>No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.</p>	
<p>11. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p>12. Exempt property</p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.</p>	

Form 309Alcon (For Individuals or Joint Debtors) **Notice of Chapter 7 Bankruptcy Case -- No Asset**

page 2

KM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

SSN XXX-XX-2065

12/06/2019

**ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER**

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN [REDACTED] FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.

xc:
FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 2 Date Rcvd: Dec 06, 2019
Form ID: 309Alcon Total Noticed: 31

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 08, 2019.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- aty JERRY PAUL SPORE, SPRAGINS BARNETT & COBB PLC, PO BOX 2004, JACKSON, TN 38302-2004
- aty +NATALIE BROWN, RUBIN LUBLIN, LLC, 119 S MAIN ST, SUITE 500, MEMPHIS, TN 38103-3659
- tr +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. MCLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- aty E-mail/Text: marybeth@rothschildbkklaw.com Dec 06 2019 23:37:05 MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
- ust E-mail/Text: ustregion08.na.ecf.usdoj.gov Dec 06 2019 23:38:35 US TRUSTEE, OFFICE OF THE UNITED STATES TRUSTEE, 701 BROADWAY STE 318, NASHVILLE, TN 37203-3966
- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Dec 06 2019 23:37:15 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Dec 06 2019 23:37:15 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
- 6897903 +EDI: AMEREXPR.COM Dec 07 2019 04:23:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6919358 EDI: BECKLEE.COM Dec 07 2019 04:23:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 6897906 EDI: BANKAMER.COM Dec 07 2019 04:23:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
- 7055503 EDI: BL-BECKET.COM Dec 07 2019 04:23:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
- 6941837 EDI: BANKAMER.COM Dec 07 2019 04:23:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
- 6924463 EDI: CAPITALONE.COM Dec 07 2019 04:23:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 EDI: CAPITALONE.COM Dec 07 2019 04:23:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897909 +EDI: CHASE.COM Dec 07 2019 04:23:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897911 +EDI: IRS.COM Dec 07 2019 04:23:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
- 6897912 EDI: TFSR.COM Dec 07 2019 04:23:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 14

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
- 7055504* ++CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298

District/off: 0650-3

User: jmw0113
Form ID: 309Alcon

Page 2 of 2
Total Noticed: 31

Date Rcvd: Dec 06, 2019

***** BYPASSED RECIPIENTS (continued) *****

6897901* +Fawn ██████████ Fenton, ██████████ Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009
7055511* +██████████ C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 12, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 08, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 6, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecfc@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com,
wanda@sraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn ██████████ Fenton marybeth@rothschildbklaw.com,
rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com,
lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmos@rlselaw.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Information to identify the case:			
Debtor 1	Fawn [REDACTED] Fenton		Social Security number or ITIN xxx-xx-2065
	First Name Middle Name Last Name		EIN ____-____-____
Debtor 2			Social Security number or ITIN ____-____-____
(Spouse, if filing)	First Name Middle Name Last Name		EIN ____-____-____
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE	Date case filed in chapter 13	4/26/19
Case number:	3:19-bk-02693	Date case converted to chapter 7	12/6/19

**Form 309A Conversion (For Individuals or Joint Debtors)
 Notice of Chapter 7 Bankruptcy Case -- No Asset**

12/17

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn [REDACTED] Fenton	
2. All other names used in the last 8 years	[REDACTED]	
3. Address	[REDACTED] Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbkllaw.com
5. Bankruptcy trustee Name and address	JOHN C. MCLEMORE LAW OFFICE OF JOHN C. MCLEMORE, PLLC 2000 RICHARD JONES RD., STE. 250 NASHVILLE, TN 37215	Contact phone: 615 383-9495 Email: None

For more information, see page 2 >

Form 309Alcon (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Asset

page 1

Debtor Fawn ██████ Fenton

Case number 3:19-bk-02693

<p>6. Bankruptcy clerk's office</p> <p>Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.</p>	<p>701 Broadway Room 170 Nashville, TN 37203</p>	<p>Hours open: 8:00AM-4:00PM Monday-Friday</p> <p>Contact phone: 615-736-5584</p> <p>Date: 12/6/19</p>
<p>7. Meeting of creditors</p> <p>Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p>January 6, 2020 at 01:00 PM</p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p> <p style="text-align: center;">*** Valid photo identification required ***</p>	<p>Location:</p> <p>Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>8. Presumption of abuse</p> <p>If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.</p>	<p>The Presumption of abuse does not arise.</p>	
<p>9. Deadlines</p> <p>The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p>File by the deadline to object to discharge or to challenge whether certain debts are dischargeable:</p> <p>Filing deadline: 3/6/20</p> <p>You must file a complaint:</p> <ul style="list-style-type: none"> • if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or • if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6). <p>You must file a motion:</p> <ul style="list-style-type: none"> • if you assert that the discharge should be denied under § 727(a)(8) or (9). 	
	<p>Deadline to object to exemptions:</p> <p>The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>	
<p>10. Proof of claim</p> <p>Please do not file a proof of claim unless you receive a notice to do so.</p>	<p>No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.</p>	
<p>11. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p>12. Exempt property</p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.</p>	

Form 309Alcon (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Asset

page 2

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 12/9/2019



KM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

SSN XXX-XX-2065

12/06/2019

**ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER**

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN [REDACTED] FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

xc:

FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN TIFFANY FENTON
102 PLUM NELLY CIRCLE
BRENTWOOD, TN 37027

THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Dec 09, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 11, 2019.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 11, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 9, 2019 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhoela@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoos@rlselaw.com
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 5

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 12/9/2019



KM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

SSN XXX-XX-2065

12/06/2019

**ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER**

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN TIFFANY FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

xc:

FAWN [REDACTED] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027

THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE TENNESSEE DIVISION

In re:

FAWN [REDACTED] FENTON
Debtor(s)

Case No. 19-02693-CW3-13

Chapter 13 Trustee's Final Report and Account

Henry E. Hildebrand, III, chapter 13 trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C. § 1302(b)(1). The trustee declares as follows:

- 1) The case was filed on 04/26/2019.
- 2) The plan was confirmed on 07/30/2019.
- 3) The plan was modified by order after confirmation pursuant to 11 U.S.C. § 1329 on NA.
- 4) The trustee filed action to remedy default by the debtor in performance under the plan on NA.
- 5) The case was converted on 12/06/2019.
- 6) Number of months from filing to last payment: 5.
- 7) Number of months case was pending: 8.
- 8) Total value of assets abandoned by court order: NA.
- 9) Total value of assets exempted: \$10,500.00.
- 10) Amount of unsecured claims discharged without payment: \$0.00.
- 11) All checks distributed by the trustee relating to this case have not cleared the bank.

UST Form 101-13-FR-S (9/1/2009)

Receipts:

Total paid by or on behalf of the debtor	\$6,783.00
Less amount refunded to debtor	\$33.75
NET RECEIPTS:	\$6,749.25

Expenses of Administration:

Attorney's Fees Paid Through the Plan	\$2,386.94
Court Costs	\$310.00
Trustee Expenses & Compensation	\$236.09
Other	\$0.00
TOTAL EXPENSES OF ADMINISTRATION:	\$2,933.03
Attorney fees paid and disclosed by debtor:	\$0.00

Scheduled Creditors:

Creditor Name	Class	Claim Scheduled	Claim Asserted	Claim Allowed	Principal Paid	Int. Paid
1305 CLAIM	Unsecured	NA	NA	NA	0.00	0.00
ASCEND FEDERAL CREDIT UNION	Unsecured	17,811.23	12,900.65	12,900.65	0.00	0.00
ASCEND FEDERAL CREDIT UNION	Unsecured	NA	5,000.00	5,000.00	787.11	73.77
BANCORPSOUTH BANK	Secured	NA	54,863.24	825.00	825.00	0.00
BANCORPSOUTH BANK	Secured	NA	0.00	0.00	0.00	0.00
BANCORPSOUTH BANK	Secured	NA	0.00	825.00	825.00	0.00
BANCORPSOUTH BANK	Secured	NA	1,023.40	0.00	0.00	0.00
BANK OF AMERICA	Unsecured	11,793.22	NA	NA	0.00	0.00
BECKET AND LEE LLP	Unsecured	9,518.02	9,518.02	9,518.02	0.00	0.00
CAPITAL ONE BANK USA NA	Unsecured	9,818.83	9,906.18	9,906.18	0.00	0.00
CHASE CARD	Unsecured	NA	NA	NA	0.00	0.00
SPECIALIZED LOAN SERVICING LLC	Secured	NA	240,727.38	0.00	0.00	0.00
TOYOTA MOTOR CREDIT CORP	Secured	12,600.00	12,600.00	12,600.00	927.18	378.16
UNITED STATES TREASURY	Unsecured	NA	0.00	0.00	0.00	0.00
UNITED STATES TREASURY	Priority	NA	0.00	0.00	0.00	0.00
US ATTORNEY GENERAL	Unsecured	NA	NA	NA	0.00	0.00
[REDACTED]	Secured	NA	NA	NA	0.00	0.00

UST Form 101-13-FR-S (9/1/2009)

Case No. 19-02693

Summary of Disbursements to Creditors:			
	<u>Claim Allowed</u>	<u>Principal Paid</u>	<u>Interest Paid</u>
Secured Payments:			
Mortgage Ongoing	\$825.00	\$825.00	\$0.00
Mortgage Arrearage	\$825.00	\$825.00	\$0.00
Debt Secured by Vehicle	\$12,600.00	\$927.18	\$378.16
All Other Secured	\$0.00	\$0.00	\$0.00
TOTAL SECURED:	\$14,250.00	\$2,577.18	\$378.16
Priority Unsecured Payments:			
Domestic Support Arrearage	\$0.00	\$0.00	\$0.00
Domestic Support Ongoing	\$0.00	\$0.00	\$0.00
All Other Priority	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY:	\$0.00	\$0.00	\$0.00
GENERAL UNSECURED PAYMENTS:	\$37,324.85	\$787.11	\$73.77

Disbursements:		
Expenses of Administration	<u>\$2,933.03</u>	
Disbursements to Creditors	<u>\$3,816.22</u>	
TOTAL DISBURSEMENTS :		<u>\$6,749.25</u>

12) The trustee certifies that the foregoing summary is true and complete and all administrative matters for which the trustee is responsible have been completed. The trustee requests that the trustee be discharged and granted such relief as may be just and proper.

Dated: 01/02/2020

By: /s/ Henry E. Hildebrand, III
Trustee

STATEMENT: This Unified Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

In the Matter of:)	
	)	Case No. 19-02693-CMW-7
FAWN [REDACTED] FENTON)	
	)	Chapter 7
Debtor.)	
)	
TOYOTA MOTOR CREDIT CORP.)	
Creditor.)	
)	
VS)	
)	
FAWN [REDACTED] FENTON)	
Respondent.)	

MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [REDACTED] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On January 19, 2007, the Debtor executed a Retail Installment Sales Contract purchasing one (1) 2017 Toyota Prius, VIN: [REDACTED] Copies of the Retail Installment Sales Contract and Certificate of Title are attached hereto collectively as Exhibit "A" and incorporated herein by reference.

Fenton; File #20-16010-BK

3. That TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.
4. That TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of \$1,424.66.
5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.
6. TMCC also claims fees and costs for the filing of this motion.
7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

OF COUNSEL:

SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 13th day of January, 2020.

/s/ Paul J. Spina, III

Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbkllaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 15th day of **January, 2020**.

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

**MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST - TENNESSEE**



Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)

FAWN FENTON
1986 SUNNY SIDE DR
Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS

Beaman Motor Co.
1525 BROADWAY
NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle

2016 Toyota Prius 5dr HB Two

New, Used, or Demo
New

Vehicle Identification Number
[REDACTED]

Primary Purpose
Personal

Odometer Mileage
90

Trade-in Vehicle

2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of
0.00 %	\$ 0.00	\$ 21,600.00	\$ 21,600.00	\$ 7,267.47 is \$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	\$ N/A	N/A
72 Regular Payments of	\$300.00	Monthly, beginning 10/30/2016
One Final Payment of	\$ N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

**THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER.
THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT
TO RECEIVE A PART OF THE FINANCE CHARGE.**

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MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

\$ N/A Deductible Collision and either:

\$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Optional, if desired - Towing and Labor Costs Rental Reimbursement CB Radio Equipment Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

Credit Life - Single Coverage Joint Coverage Term (Months) N/A Premium \$ N/A

I want the specified credit life coverage.

Buyer Signature <u>N/A</u>	Date <u>N/A</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
-------------------------------	--------------------	----------------------------------	--------------------

Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium \$ N/A

I want the specified credit disability coverage.

Buyer Signature <u>N/A</u>	Date <u>N/A</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
-------------------------------	--------------------	----------------------------------	--------------------

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A.

Insurance Company N/A

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company CNA NATIONAL WARRANTY CORP. \$ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature <u>[Signature]</u>	Date <u>09/15/2016</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
---------------------------------------	---------------------------	----------------------------------	--------------------

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature <u>N/A</u>	Date <u>N/A</u>	Co-Buyer Signature <u>N/A</u>	Date <u>N/A</u>
-------------------------------	--------------------	----------------------------------	--------------------

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MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessions installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate

them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, prepossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

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MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



16. **Delay in Enforcing Rights and Changes in this Contract.** The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. **Warranties Seller Disclaims.** You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. **Governing Law.** This contract will be governed by the laws of the State of Tennessee.

19. **Used and Demonstration Car Buyer's Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenidas en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. **Electronic Contracting and Signature Acknowledgement.** You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature		Date	09/15/2016
Name:	FAWN FENTON		
Co-Buyer Signature	N/A	Date	N/A
Name:			
Seller Signature		Date	09/15/2016
Name:	Beaman Motor Co.		

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2017

TOYT

PRI

4H

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP

PO BOX 105386

ATLANTA GA 30348

FIRST LIEN RELEASED BY

SIGNATURE

RELEASE DATE

TOYOTA MOTOR CREDIT CORP

PO BOX 105386

ATLANTA GA 30348

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2017

TOYT

PRI

4H

NEW USED DEMO

PREVIOUS TITLE NO

PREV STATE

SALES OR USE TAX

CO

ODOMETER

X

TN

94

502

DATE TITLE ISSUED

09-20-2017

REMARKS

DATE VEHICLE ACQUIRED

01-19-2017

ACTUAL MILEAGE

FAWN FENTON

1986 SUNNY SIDE DRIVE

BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER TENNESSEE CODE ANNOTATED, 55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED ABOVE IS VESTED IN THE OWNER'S NAME HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE

RELEASE DATE

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP

PO BOX 105386

ATLANTA GA 30348

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

3:19-bk-Q2693

STATE OF TENNESSEE

11/15/20 15:49:06

Exhibit A Page 8 of 8

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)
)
Fawn ██████ Fenton)
)
Debtor.)
)
)
)
Toyota Motor Credit Corp.)
Secured Claimant.)

Case No. 19-02693-CMW-7
Relief from stay to enforce lien
Date of Scheduled Hearing:

Affected Collateral: one (1) 2017 Toyota Prius, VIN: ██████████

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III

Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:

SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#

Form preliminar

United States Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE

In re:

Fawn [REDACTED] Fenton

Case No. **3:19-bk-02693**

Chapter: **7** Judge: **Charles M Walker**

Movant: **TOYOTA MOTOR CREDIT CORP.**

v.

Respondents: **FAWN [REDACTED] FENTON**

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON **2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file no later than 4:00 p.m. on the 3rd business day before the preliminary hearing, a "PREHEARING STATEMENT" containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014-1

1. If no timely response is filed and served, LBR 9014-1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
 - a. The Required Disclosures in LBR 9014-1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
 - b. The Required Disclosures in LBR 9014-1d(1)(c) shall be completed no later than 14 days before any final hearing.
 - c. The Pretrial Disclosures in LBR 9014-1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19-bk-02693
Chapter: 7
Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:
xxx-xx-2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s)' case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate. Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:)	
	)	Case No. 19-02693-CMW-7
FAWN [REDACTED] FENTON)	
	)	Chapter 7
Debtor.)	
)	
TOYOTA MOTOR CREDIT CORP.)	
Creditor.)	
)	
VS)	
)	
FAWN [REDACTED] FENTON)	
Respondent.)	
)	

AMENDED MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [REDACTED] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On September 15, 2016, the Debtor executed a Retail Installment Sales Contract purchasing one (1) 2017 Toyota Prius, VIN: [REDACTED] Copies of the Retail Installment Sales Contract and Certificate of Title are attached hereto collectively as Exhibit "A" and incorporated herein by reference. A correction of the VIN number on the original Retail Installment Contract was issued to the Debtor on June 22, 2017. A copy of the correction is

Fenton; File #20-16010-BK

attached to the Retail Installment Contract as part of Exhibit "A".

3. TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.

4. TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of \$1,424.66.

5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.

6. TMCC also claims fees and costs for the filing of this motion.

7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III

Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 17th day of January, 2020.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 17th day of **January, 2020**.

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

**MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST - TENNESSEE**



Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)

FAWN FENTON
1986 SUNNY SIDE DR
Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS

Beaman Motor Co.
1525 BROADWAY
NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle

2016 Toyota Prius 5dr HB Two

New, Used, or Demo

New

Vehicle Identification Number

[REDACTED]

Primary Purpose

Personal

Odometer Mileage

90

Trade-In Vehicle

2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of
0.00 %	\$ 0.00	\$ 21,600.00	\$ 21,600.00	\$ 7,267.47 is \$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	\$ N/A	N/A
<u>72</u> Regular Payments of	\$300.00	Monthly, beginning 10/30/2016
One Final Payment of	\$ N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

**THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER.
THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT
TO RECEIVE A PART OF THE FINANCE CHARGE.**

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

- \$ N/A Deductible Collision and either:
- \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Optional, if desired - Towing and Labor Costs Rental Reimbursement CB Radio Equipment Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

Credit Life - Single Coverage Joint Coverage Term (Months) N/A Premium \$ N/A

I want the specified credit life coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium \$ N/A

I want the specified credit disability coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A.

Insurance Company N/A

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company GNA NATIONAL WARRANTY CORP. \$ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>[Signature]</u>	<u>09/15/2016</u>	<u>N/A</u>	<u>N/A</u>

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessories installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate

them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, prepossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

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**MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE**



16. Delay in Enforcing Rights and Changes in this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. Warranties Seller Disclaims. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. Governing Law. This contract will be governed by the laws of the State of Tennessee.

19. Used and Demonstration Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenidas en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. Electronic Contracting and Signature Acknowledgement. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT SIMPLE INTEREST - TENNESSEE



Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature		Date	09/15/2016
Name:	FAWN FENTON		
Co-Buyer Signature	N/A	Date	N/A
Name:			
Seller Signature		Date	09/15/2016
Name:	Beaman Motor Co.		

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy



3200 WEST RAY ROAD SUITE #110
CHANDLER, AZ 85226

DATE: 06/22/17

DEALER: BEAMAN TOYOTA CO.

DATE OF CONTRACT: 09/15/16

BUYER: FAWN FENTON

CO-BUYER:

DESCRIPTION OF VEHICLE: 2007
RIUS

VEHICLE IDENTIFICATION NUMBER:

FAWN FENTON
1986 SUNNY SIDE DR
BRENTWOOD

TN 37027-5404

CONTRACT CORRECTION NOTICE

We are pleased to have purchased your Retail Installment Contract. On reviewing the contract, we noticed the error(s)/omission(s) which have been corrected on our records:

The APR should read _____, Finance Charge should be _____, Total of Payments should be _____, Total Sale Price should be _____, Payment Amount should be _____.

All blank spaces on this contract should have been filled in with "N/A".

This is to confirm the data printed on this contract is misaligned, but all spaces have the correct information provided.

The Creditor's Name should be shown as _____.

The Description of Vehicle section on the contract is not correct. The _____ should read _____.

The Odometer reading was omitted or incorrect. The Odometer reading should have indicated _____.

The provider for the Guaranteed Auto Protection plan (GAP) should be _____.

Under the Optional Mechanical Breakdown Protection section, it should read: The term of the protection should be _____ or until the odometer reads _____, Benefits payable will not exceed _____, MBP company is _____, Deductible is _____.

The Vehicle Identification Number is incorrect or missing on the contract. It should read _____.

Keep this notice as your record of the changes made. **Your response is not required.** However, if you have any questions concerning this notice please call us at (800) 874-8822 between 8am and 8pm, Monday through Friday, or write to us at the address listed above.

TOYOTA FINANCIAL SERVICES

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

93 Doc 89-1 Filed 01/17/20 Entered 01/17/20 14:11:08
Exhibit A Page 8 of 9

06/12

VEHICLE IDENTIFICATION NUMBER YEAR MAKE MODEL BODY TYPE TITLE NUMBER

2017 TOYT PRI 4H

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348
FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER YEAR MAKE MODEL BODY TYPE TITLE NUMBER

2017 TOYT PRI 4H

NEW USED DEMO PREVIOUS TITLE NO PREV STATE SALES OR USE TAX CO ODOMETER
X TN 94 502

DATE TITLE ISSUED 09-20-2017 REMARKS
DATE VEHICLE ACQUIRED 01-19-2017 ACTUAL MILEAGE

FAWN FENTON
1986 SUNNY SIDE DRIVE
BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

Case 3:19-bk-02693 Document 1-10 Filed 11/17/20 Page 11 of 18

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)	
)	
Fawn [REDACTED] Fenton)	
	)	Case No. 19-02693-CMW-7
Debtor.	)	Relief from stay to enforce lien
	)	Date of Scheduled Hearing:
)	
)	
Toyota Motor Credit Corp.)	_____
Secured Claimant.)	

Affected Collateral: one (1) 2017 Toyota Prius, VIN: [REDACTED]

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III

Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [REDACTED] FENTON
Debtor

)
)
)
)
)
)
)

CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [REDACTED] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a \$5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is \$4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of \$2,990.00.
3. The debt owed to Ascend in the amount of \$2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of \$2,990.00 with a 4% annual percentage rate by remitting monthly payments of \$150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

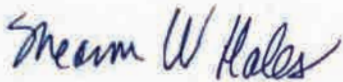
IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher

Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com



ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: leq0323
Form ID: prelimhr

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jan 16, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 18, 2020.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 18, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 6

Form preliminar

United States Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE

In re:
Fawn [REDACTED] Fenton

Case No. ~~3:19-bk-02693~~
Chapter: 7 Judge: Charles M Walker

Movant: TOYOTA MOTOR CREDIT CORP.

v.

Respondents: FAWN [REDACTED] FENTON

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON 2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file no later than 4:00 p.m. on the 3rd business day before the preliminary hearing, a "PREHEARING STATEMENT" containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014-1

1. If no timely response is filed and served, LBR 9014-1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
 - a. The Required Disclosures in LBR 9014-1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
 - b. The Required Disclosures in LBR 9014-1d(1)(c) shall be completed no later than 14 days before any final hearing.
 - c. The Pretrial Disclosures in LBR 9014-1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: ntcabuse

Page 1 of 2
Total Noticed: 27

Date Rcvd: Jan 17, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 19, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
- 6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6919358 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
- 6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
- 7055503 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6941837 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897909 +Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
- 6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6924463 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:02:59 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:01:17 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +E-mail/Text: cio.bncmail@irs.gov Jan 18 2020 02:58:18 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811

TOTAL: 5

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
- 7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
- 7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
- 7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346

District/off: 0650-3

User: jmw0113
Form ID: ntcabuse

Page 2 of 2
Total Noticed: 27

Date Rcvd: Jan 17, 2020

***** BYPASSED RECIPIENTS (continued) *****

7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009

7055511* + [REDACTED] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 12, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 19, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com,
wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com,
rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com,
lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmooss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation
pspina@spinalavelle.com
US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

TOTAL: 6

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19-bk-02693

Chapter: 7

Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:

xxx-xx-2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s)' case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate. Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
	)	CHAPTER:	7
FAWN [REDACTED] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor)		
)		
)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [REDACTED] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a \$5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is \$4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of \$2,990.00.
3. The debt owed to Ascend in the amount of \$2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of \$2,990.00 with a 4% annual percentage rate by remitting monthly payments of \$150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

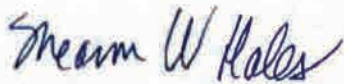
IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher

Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com



ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Fill in this information to identify your case and this filing:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:19-bk-02693

Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
- Yes

3.1 Make: Toyota
 Model: Prius
 Year: 2017
 Approximate mileage: 30,000
 Other information:
 VIN: [REDACTED]

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$14,500.00	\$14,500.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
- Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$14,500.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
 Do not deduct secured claims or exemptions.

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) **3:19-bk-02693**

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
- Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items

\$1,420.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
- Yes. Describe.....

TV, Tablet

\$575.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
- Yes. Describe.....

Breyer Horses

\$450.00

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
- Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
- Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101

\$2,750.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
- Yes. Describe.....

Clothing/Shoes/Purse

\$500.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
- Yes. Describe.....

Wedding Ring \$1200 and Costume jewelry

\$1,200.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

Debtor 1 **Fawn ██████ Fenton** Case number (if known) **3:19-bk-02693**

Dog, 2 Bunnies, Fish **\$0.00**

14. Any other personal and household items you did not already list, including any health aids you did not list

- No
 Yes. Give specific information.....

Items in storage
Books, Luggage, Pet Supplies, Christmas Decorations **\$435.00**

2 Aquarium located at ██████████ **\$425.00**

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here **\$7,755.00**

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following? **Current value of the portion you own? Do not deduct secured claims or exemptions.**

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
 Yes.....

Cash **\$200.00**

17. **Deposits of money**
Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
 Yes..... Institution name:

17.1. **Checking** **First Farmers & Merchants** **\$1,349.36**

17.2. **Checking** **Ascend Federal CU** **\$0.00**

17.3. **Savings** **First Farmers & Merchants** **\$1,350.65**

17.4. **Savings** **Ascend Federal CU** **\$272.60**

17.5. **Checking** **MIT FCU** **\$255.00**

17.6. **Savings** **MIT FCU** **\$200.55**

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
- Yes..... Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

- No
- Yes. Give specific information about them.....
Name of entity: % of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
- Yes. Give specific information about them
Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
- Yes. List each account separately.
Type of account: Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company. Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
- Yes. Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
- Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

- No
- Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) **3:19-bk-02693**

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No
- Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- No
- Yes. Describe each claim.....

35. Any financial assets you did not already list

- No
- Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$3,628.16

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

- No. Go to Part 6.
- Yes. Go to line 38.

Current value of the portion you own?
Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

- No
- Yes. Describe.....

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

- No
- Yes. Describe.....

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) **3:19-bk-02693**

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade

- No
- Yes. Describe.....

Cellphone, Laptop Freelance Architecture - Self employment	\$550.00
---	-----------------

41. Inventory

- No
- Yes. Describe.....

42. Interests in partnerships or joint ventures

- No
- Yes. Give specific information about them.....
Name of entity: _____ % of ownership: _____

43. Customer lists, mailing lists, or other compilations

- No.
- Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?

 No
 Yes. Describe.....

44. Any business-related property you did not already list

- No
- Yes. Give specific information.....

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....

\$550.00

Part 6 Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest in.
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- No. Go to Part 7.
- Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?
Examples: Season tickets, country club membership

- No
- Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) **3:19-bk-02693**

Part 3 List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$0.00
56. Part 2: Total vehicles, line 5	\$14,500.00	
57. Part 3: Total personal and household items, line 15	\$7,755.00	
58. Part 4: Total financial assets, line 36	\$3,628.16	
59. Part 5: Total business-related property, line 45	\$550.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	+ \$0.00	
62. Total personal property. Add lines 56 through 61...	\$26,433.16	Copy personal property total \$26,433.16
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$26,433.16

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1. Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 30,000 miles VIN: [REDACTED] Line from <i>Schedule A/B</i> : 3.1	\$14,500.00	<input checked="" type="checkbox"/> \$316.84 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items Line from <i>Schedule A/B</i> : 6.1	\$1,420.00	<input checked="" type="checkbox"/> \$1,420.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
TV, Tablet Line from <i>Schedule A/B</i> : 7.1	\$575.00	<input checked="" type="checkbox"/> \$575.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Breyer Horses Line from <i>Schedule A/B</i> : 8.1	\$450.00	<input checked="" type="checkbox"/> \$450.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from <i>Schedule A/B</i> : 10.1	\$2,750.00	<input checked="" type="checkbox"/> \$2,750.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

Debtor 1 Fawn [REDACTED] Fenton		Case number (if known) 3:19-bk-02693	
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Clothing/Shoes/Purse Line from Schedule A/B: 11.1	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Items in storage Books, Luggage, Pet Supplies, Christmas Decorations Line from Schedule A/B: 14.1	\$435.00	<input checked="" type="checkbox"/> \$435.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
2 Aquarium located at [REDACTED] Line from Schedule A/B: 14.2	\$425.00	<input checked="" type="checkbox"/> \$425.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Cash Line from Schedule A/B: 16.1	\$200.00	<input checked="" type="checkbox"/> \$200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from Schedule A/B: 17.1	\$1,349.36	<input checked="" type="checkbox"/> \$1,349.36 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	\$1,350.65	<input checked="" type="checkbox"/> \$1,350.65 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from Schedule A/B: 17.4	\$272.60	<input checked="" type="checkbox"/> \$272.60 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: MIT FCU Line from Schedule A/B: 17.5	\$255.00	<input checked="" type="checkbox"/> \$255.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: MIT FCU Line from Schedule A/B: 17.6	\$200.55	<input checked="" type="checkbox"/> \$200.55 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Cellphone, Laptop Freelance Architecture - Self employment Line from Schedule A/B: 40.1	\$550.00	<input checked="" type="checkbox"/> \$550.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-111(4)

3. **Are you claiming a homestead exemption of more than \$170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
- Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- No
- Yes

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)	
)	
FAWN ██████████ FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
██████████	)	JUDGE: WALKER
BRENTWOOD, TN 37027)	
)	
DEBTOR)	

NOTICE OF AMENDED SCHEDULE A/B AND C

COME THE DEBTOR through counsel, Rothschild and Ausbrooks, and pursuant to Rule 1009, Federal Rules of Bankruptcy Procedure, hereby gives notice of filing amended Schedule A/B and C to correct the debtor's list of assets, value of those assets at the time of the conversion and exemptions.

Respectfully submitted,

/s/ Jodie Thresher

Jodie Thresher
ROTHSCHILD & ASSOCIATES, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

CERTIFICATE OF SERVICE

I certify that on this 21st day of January, 2020, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to: John C. McLemore; and to the US Trustee
By U.S. Postal Service, postage prepaid to: The Debtors at the above listed address.

/s/ Jodie Thresher

Jodie Thresher
TOTAL USPS MAILINGS 1=\$1.00

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMV
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jan 21, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 23, 2020.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 23, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 21, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com; jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com; bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com; akhosla@rubinlublin.com; mhashim@rubinlublin.com; ruluecf@gmail.com; BKRL@ecf.courtdrive.com; rmoos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
	)	CHAPTER:	7
FAWN [REDACTED] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor)		
)		
)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [REDACTED] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a \$5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is \$4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of \$2,990.00.
3. The debt owed to Ascend in the amount of \$2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of \$2,990.00 with a 4% annual percentage rate by remitting monthly payments of \$150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

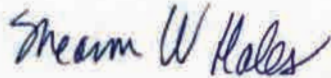
IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher

Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com



ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Form B2040 (Form 2040I) (12/15)

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

Case No. 3:19-bk-02693

Chapter 7

In re:

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]

Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

**NOTICE OF NEED TO FILE PROOF OF CLAIM
DUE TO RECOVERY OF ASSETS**

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at [HTTPS://ECF.TNMB.USCOURTS.GOV](https://ecf.tnmb.uscourts.gov). Non-registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self-addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: <http://www.tnmb.uscourts.gov/forms>, the United States Court Web Site: <http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx> or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:
701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615-736-5584

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: jmw0113
Form ID: 20401

Page 1 of 2
Total Noticed: 27

Date Rcvd: Feb 04, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 06, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
- 6897903 +EDI: AMEREXPR.COM Feb 05 2020 06:53:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6919358 EDI: BECKLEE.COM Feb 05 2020 06:53:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 6897906 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
- 7055503 EDI: BL-BECKET.COM Feb 05 2020 06:53:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
- 6941837 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
- 6924463 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897909 +EDI: CHASE.COM Feb 05 2020 06:53:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
- 6897911 +EDI: IRS.COM Feb 05 2020 06:53:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
- 6897912 EDI: TFSR.COM Feb 05 2020 06:53:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 12

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388)
- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
- 7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
- 7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
- 7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

District/off: 0650-3

User: jmw0113
Form ID: 20401

Page 2 of 2
Total Noticed: 27

Date Rcvd: Feb 04, 2020

***** BYPASSED RECIPIENTS (continued) *****

7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009
7055511* C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 06, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 3, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com,
wanda@sraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com,
rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com,
lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ec
f.courtdrive.com;rmos@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation
pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org,
bankruptcy@ascendfcu.org
US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Form B2040 (Form 2040I) (12/15)

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

Case No. 3:19-bk-02693

Chapter 7

In re:

Fawn [REDACTED] Fenton
[REDACTED]
[REDACTED]
Brentwood, TN 37027
Social Security No.:
xxx-xx-2065

**NOTICE OF NEED TO FILE PROOF OF CLAIM
DUE TO RECOVERY OF ASSETS**

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at [HTTPS://ECF.TNMB.USCOURTS.GOV](https://ecf.tnmb.uscourts.gov). Non-registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self-addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: <http://www.tnmb.uscourts.gov/forms>, the United States Court Web Site: <http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx> or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:
701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615-736-5584

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

IN RE: FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker
---	---

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: 3/2/2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 3/10/2020, 9:00 A.M.
COURTROOM TWO, 701 BROADWAY, NASHVILLE, TN 37203

NOTICE OF MOTION OF TRUSTEE TO SELL PROPERTY

John C. McLemore, Trustee, has asked the court for the following:

Permission of the Court to sell property for the benefit of the bankruptcy estate in the above-styled matter.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before 3/2/2020, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>.**

If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: U.S. Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, Tennessee (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is 3/2/2020, the date of the scheduled hearing is 3/10/2020 and the motion to which you are responding is *Motion of Trustee to Sell Property*.**
3. You must serve your response or objection by electronic service through the Electronic Filing system described above. You must also mail a copy of your response or objection to:

John C. McLemore, Trustee
2000 Richard Jones Rd. Ste. 250
Nashville, TN 37215

United States Trustee
701 Broadway, Customs House Suite 318
Nashville, TN 37203

If a timely response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at www.tnmb.uscourts.gov.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
 John C. McLemore, Trustee
 Tn. Bar No. 3430
 2000 Richard Jones Rd., Ste. 250
 Nashville, TN 37215
 (615) 383-9495 (phone)
 (615) 292-9848 (fax)
jmclmore@gmylaw.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

MOTION OF THE TRUSTEE TO SELL PROPERTY

The Trustee, John C. McLemore, moves the Court for the entry of an order authorizing him to proceed with the private sale of the following property of the estate:

Proposed Buyer: The Debtor, Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027

Property Description: Equity in a 2017 Toyota Prius, VIN [REDACTED]

Sale Price: \$4,400.00

This sale is in the best interest of the estate because it is being accomplished without the expense of an auctioneer. Bobby Colson of Bill Colson Auction & Realty Co. valued the property for the Trustee. It is estimated the property would bring \$17,500.00 at auction. The cost of selling at auction would be 10% or \$1,750.00. Toyota Motor Credit Corp. has filed a proof of claim for \$10,995.00. The Debtor has a claimed a \$316.84 exemption making the balance remaining in the bankruptcy estate \$4,438.16.

The Debtor is borrowing the money necessary for the sale from her mother, Diane Winters. A check in the amount of \$4,400.00 has been received by the Trustee.

A minimum upset bid of \$500.00 will be accepted. The bid may be entered by notifying the Trustee in writing or by email. An upset bid may also be entered by filing an objection to sale with the Court which states the objecting party is increasing the bid by at least \$500.00.

Unless an objection and application for hearing is filed with the United States Bankruptcy Clerk, First Floor Customs House, 701 Broadway, Nashville, Tennessee 37203; and a copy served on the United States Trustee's Office, 318 Customs House, 701 Broadway, Nashville, Tennessee 37203; and upon the Trustee in accordance with the Notice of Motion of the Trustee to Sell Property, the Trustee will proceed with the sale of the herein described property.

PROPERTY IS TO BE SOLD AS IS, WHERE IS, AND FREE AND CLEAR OF ANY LIENS. ANY VALID AND PROPER LIEN WILL ATTACH TO THE PROCEEDS OF THE SALE. TRUSTEE WILL CONVEY BY VALID BANKRUPTCY TRUSTEE'S DEED, OR APPROPRIATE INSTRUMENT, THE RIGHT, TITLE AND INTEREST THAT TRUSTEE HAS THE RIGHT TO CONVEY. TRUSTEE WILL PAY EXEMPTIONS AND LIENHOLDERS AS FOLLOWS:

1st Lienholder: No liens will be paid by the Bankruptcy Estate.

Debtor(s) Statutory Exemption: Exemptions were taken into consideration when the Trustee calculated the equity in the vehicle.

This sale does not include Personal Identifiable Information (PII).

It is anticipated that there is sufficient equity in the property to pay all 506(c) expenses and that this sale will result in a distribution being made to unsecured creditors.

This sale is an "arm's length" transaction. The Trustee, his employees and Bankruptcy court officials are prohibited from bidding.

WHEREFORE, the Trustee prays that the Court enter an Order authorizing him to proceed with the sale of this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

The Trustee further prays that the 14 day stay of the sale of this property following the entry of this order as provided for in FRBP 6004(h) be waived.

Dated this 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Proposed

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. S., Ste. 12, Nashville, TN 37212-2926; all creditors, and all parties requesting notice, as reflected on the mailing matrix attached to the original of this pleading on file with the Clerk of this Court.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Attachments:

- (1) Notice of Motion of Trustee to Sell Property
- (2) Motion of the Trustee to Sell Property
- (3) Proposed Order to Sell Property

American Express
Attn: Officer Manager or Agent
PO Box 981537
El Paso TX 79998-1537

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA TN 37388-1210

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37064-3003

BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
PO BOX 31785
Tampa FL 33631-3785

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-2413

BECKET & LEE LLP
ATTN: OFFICER MANAGER/AGENT
PO BOX 3001
MALVERN PA 19355-0701

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER/AGENT
PO BOX 15298
WILMINGTON DE 19850-5298

Fawn ██████████ Fenton ██████████
██████████ ██████████
Brentwood TN 37027-4628

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203-3811

MARY ELIZABETH AUSBROOKS
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO STE 12
NASHVILLE, TN 37212-2926

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001-9013

TOYOTA MOTOR CREDIT
CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
c/o Spina & Lavelle PC
One Perimeter Park South
Suite 400N
Birmingham, AL 35243-2327

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530-0009

██████████ ██████████
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD,
SUITE 200-C
NASHVILLE TN 37215-2963

VIRGINIA LEE STORY
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064-2622

FOR THE MIDDLE DISTRICT OF TENNESSEE
IN THE UNITED STATES BANKRUPTCY COURT

IN RE:

FAWN [REDACTED] FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
[REDACTED]	)	JUDGE: WALKER
BRENTWOOD, TN 37027)	
)	
Debtor)	

MOTION TO DEFER ENTRY OF DISCHARGE

Comes the debtor, through counsel, Rothschild & Ausbrooks, PLLC, and brings this motion pursuant to Fed. R. Bankr. P. 4004(c)(2) and 4008(a) to defer the entry of an order granting a discharge until March 27, 2020.

As grounds, the Debtor is in need of additional time, to enter into a reaffirmation agreement with Toyota Motor Corporation.

Respectfully submitted,

/s/ Jodie Thresher
 JODIE THRESHER
 ROTHSCHILD & AUSBROOKS, PLLC
 Attorney for Debtor
 1222 16th Avenue South, Suite 12
 Nashville, TN 37212
 (615) 242-3996 (telephone)
 (615) 242-2003 (facsimile)
 jodie@rothschildbkllaw.com

CERTIFICATE OF SERVICE

I certify that on this 26th day of February, 2020, I mailed via USPS 1st Class Mail or e-mailed a copy of the foregoing to the Chapter 7 Trustee, John C. McLemore; to the Office of the U.S. Trustee, Customs House, 701 Broadway, Nashville, TN 37203; to the debtor at the above referenced address.

/s/ Jodie Thresher
 JODIE THRESHER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON
SSN: XXX-XX-2065
██████████
BRENTWOOD, TN 37027

Debtor

) CHAPTER: 7
) CASE NO.: 19-02693
) JUDGE: WALKER
)
)
)
)
)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbkllaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:)	
	)	Case No. 19-02693-CMW
Fawn ██████ Fenton)	
Debtor(s).	)	Chapter 7
)	
Toyota Motor Credit Corp)	
Creditor.)	
)	
VS)	
)	
Fawn ██████ Fenton)	
Respondents)	
)	

**NOTICE OF WITHDRAWAL OF MOTION FOR RELIEF FROM AUTOMATIC STAY
OF SECTION 362 (a)**

COMES NOW Paul J. Spina, III, Attorney for Toyota Motor Credit Corp. (hereinafter "TMCC and requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay filed in this case on or about the 17th day of January, 2020. The debtor is current with payments to TMCC.

WHEREFORE, PREMISES CONSIDERED, Toyota Motor Credit Corp. requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

OF COUNSEL:

SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Withdrawal upon the following, or via ECF e-mail on this the 2th day of February, 2020.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P O Box 15824
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 2/28/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [REDACTED] FENTON
SSN: XXX-XX-2065
[REDACTED]
BRENTWOOD, TN 37027

Debtor

) CHAPTER: 7
) CASE NO.: 19-02693
) JUDGE: WALKER
)
)
)
)
)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Feb 28, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 01, 2020.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 01, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 28, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcapan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 2/28/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON)
SSN: XXX-XX-2065)
██████████)
BRENTWOOD, TN 37027)

CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

Debtor)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

IN RE: FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker
---	---

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Charles M. Walker

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Mar 03, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 05, 2020.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 05, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 3, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbkllaw.com, rothschildbkllawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
--	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx.xx.2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE CHARLES M. WALKER</p>
---	--

TRUSTEE'S STATEMENT OF SALE

Comes now the Trustee, John C. McLemore, and makes the following statement of the sale of certain personal property of the above estate by a private sale on March 18, 2020. Notice of this sale was provided to all creditors and parties in interest by the Notice of Motion of Trustee to Sell Property and Motion of the Trustee to Sell Property mailed on February 10, 2020 (Dkt. No. 99), and by Order to Sell Property signed and entered on March 3, 2020 (Dkt. No. 107). By signature below, the Trustee hereby certifies that no objections were properly made. The sale was advertised as follows: N/A.

No property was abandoned subsequent to the sale, withdrawn from the sale, missing at the time of the sale, or sold for below its appraised value or reasonable value, except as follows: N/A.

Attached to this statement are documents reflecting the number of bidders, items sold, name of purchaser and amount paid for each item or lot (or for the property as a whole if sold in bulk). Also attached are copies of vouchers or receipts for all claimed expenses. The gross proceeds totaled \$4,400.

The following parties have claimed a security interest in the proceeds of the sale:

1st Lienholder: No liens will be paid by the Bankruptcy Estate.

The calculation of compensation allowable under the order of appointment and pursuant to Local Rule 6005-1 is as follows:

<u>Auctioneer's Commission:</u>	<u>\$N/A</u>
10% Commission for Sale of Real Property & Vehicles	
TOTAL	<u>\$N/A</u>

Other deductions are as follows (detail each): N/A

Dated: March 19, 2020

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
~~(615) 292-9848 (fax)~~
jmclemore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

TRUSTEE'S BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that John C. McLemore, as Trustee in Bankruptcy of this estate, party of the first part, for and in consideration of the sum of \$4,400.00 to him in hand paid by:

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027

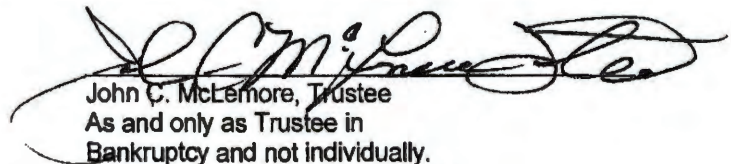
party of the second part, receipt whereof is hereby acknowledged, and notice of this sale having been given and no objection having been made, the party of the first part has bargained and sold and by these presents does hereby grant and convey to the party of the second part, its successors and assigns, all of his right, title and interest in and to the following described property:

Personal Property Description

Equity in a 2017 Toyota Prius, VIN [REDACTED]

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns forever. This sale and conveyance is made without any representations or warranties of any kind.

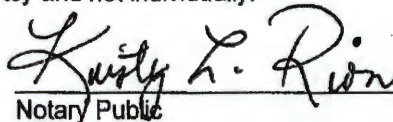
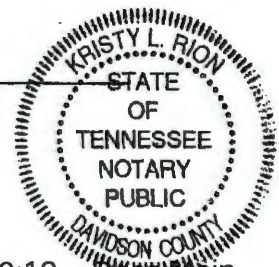
IN WITNESS WHEREOF, the party of the first part has hereunto set his hand on this date:
March 18, 2020.



John C. McLemore, Trustee
As and only as Trustee in
Bankruptcy and not individually.
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On the 18th day of March, 2020, before me personally appeared **John C. McLemore** to me known and known to me to be the person described in the foregoing instrument, and he duly acknowledged to me that he executed the same as Trustee in Bankruptcy and not individually.


Notary Public

My Commission Expires: 1-4-2021

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [REDACTED] for \$4,400.00
The Buyer is the Debtor, Fawn [REDACTED] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

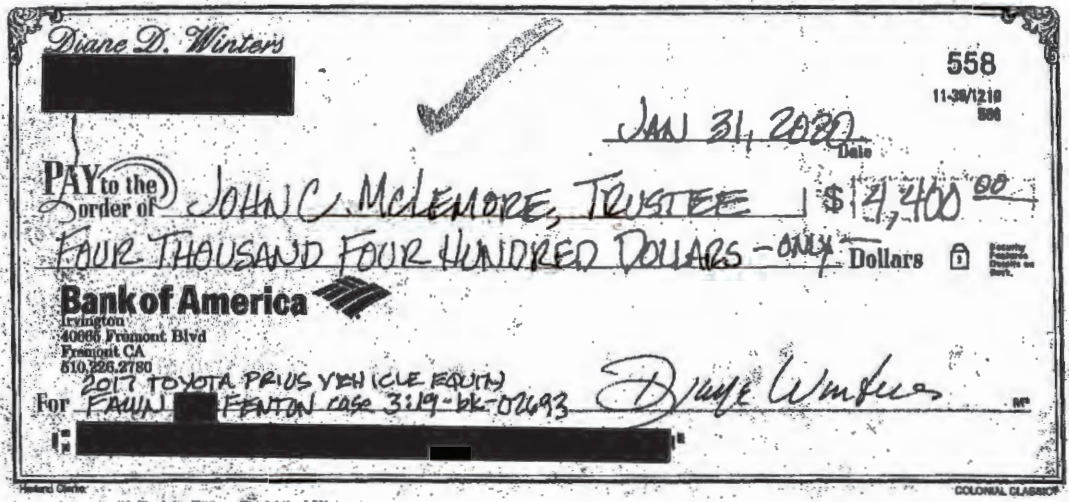
It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@qmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.



FOR THE MIDDLE DISTRICT OF TENNESSEE
IN THE UNITED STATES BANKRUPTCY COURT

IN RE:

FAWN ██████████ FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
████████████████████	)	JUDGE: WALKER
BRENTWOOD, TN 37027)	
)	
Debtor)	

MOTION TO DEFER ENTRY OF DISCHARGE

Comes the debtor, through counsel, Rothschild & Ausbrooks, PLLC, and brings this motion pursuant to Fed. R. Bankr. P. 4004(c)(2) and 4008(a) to defer the entry of an order granting a discharge until April 27, 2020.

As grounds, the Debtor is in need of additional time, to enter into a reaffirmation agreement with Toyota Motor Corporation.

Respectfully submitted,

/s/ Jodie Thresher
 JODIE THRESHER
 ROTHSCHILD & AUSBROOKS, PLLC
 Attorney for Debtor
 1222 16th Avenue South, Suite 12
 Nashville, TN 37212
 (615) 242-3996 (telephone)
 (615) 242-2003 (facsimile)
 jodie@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 26th day of March, 2020, I mailed via USPS 1st Class Mail or e-mailed a copy of the foregoing to the Chapter 7 Trustee, John C. McLemore; to the Office of the U.S. Trustee, Customs House, 701 Broadway, Nashville, TN 37203; to the debtor at the above referenced address.

/s/ Jodie Thresher
 JODIE THRESHER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON)
SSN: XXX-XX-2065)
██)
BRENTWOOD, TN 37027)

CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

Debtor)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to April 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com



Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/27/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN ██████████ FENTON)
SSN: XXX-XX-2065)
██████████)
BRENTWOOD, TN 37027)

CHAPTER: 7
CASE NO.: 19-02693
JUDGE: WALKER

Debtor)

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to April 27, 2020.

IT IS SO ORDERED

*THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.*

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Mar 27, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 29, 2020.

db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 29, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 27, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmos@rlselaw.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/27/2020



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [REDACTED] FENTON)
SSN: XXX-XX-2065)
[REDACTED])
BRENTWOOD, TN 37027)

Debtor)

) CHAPTER: 7
) CASE NO.: 19-02693
) JUDGE: WALKER

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to April 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Fill in this information to identify the case:

Debtor 1 Fawn [redacted] Fenton

Debtor 2 (Spouse, if filed)

United States Bankruptcy Court for the: Middle District of Tennessee (State)

Case number 3:19-bk-02693

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor? Toyota Motor Credit Corporation
Name of the creditor

2. How much is the debt?
On the date that the bankruptcy case is filed \$ 9,268.00
To be paid under the reaffirmation agreement \$ 9,268.00
\$300.00 per month for 31 months (if fixed interest rate)

3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)
Before the bankruptcy case was filed 0.0000%
Under the reaffirmation agreement 0.0000% Fixed rate Adjustable rate

4. Does collateral secure the debt? No Yes. Describe the collateral. 2017 TOYOTA PRIUS, VIN: [redacted]
Current market value \$ 20,500.00

5. Does the creditor assert that the debt is nondischargeable? No Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.

6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.

Income and expenses reported on Schedule I and J	Income and expenses stated on the reaffirmation agreement
6a. Combined monthly income from line 12 of Schedule I \$ <u>1,291.87</u>	6a. Monthly income from all sources after payroll deductions \$ <u>1,291.87</u>
6b. Monthly expenses from line 22c of Schedule J \$ <u>3,055.00</u>	6f. Monthly expenses <u>3,055.00</u>
6c. Monthly payments on all reaffirmed debts not listed on Schedule J \$ <u>0</u>	6g. Monthly payments on all reaffirmed debts not included in monthly expenses <u>0</u>
6d. Scheduled net monthly income \$ <u>(1,763.33)</u> Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.	6h. Present net monthly income <u>(1,763.33)</u> Subtract lines 6f and 6g from 6a. If the total is less than 0, put the number in brackets.

Debtor 1 Fawn [Redacted] Fenton Case number (if known) 3:19-bk-02693
First Name Middle Name Last Name

7. Are the income amounts on lines 8a and 8c different? No Yes. Explain why they are different and complete line 10. _____

8. Are the expense amounts on lines 8b and 8f different? No Yes. Explain why they are different and complete line 10. _____

9. Is the net monthly income in line 8h less than 0? No Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.
Family providing financial assistance temporarily; Debtor's job income is gradually increasing, and will seek additional work and income until independently financially stable soon.

10. Debtor's certification about lines 7-9. I certify that each explanation on lines 7-9 is true and correct.
If any answer on lines 7-9 is Yes, the debtor must sign here. *x* [Signature] *x*
Signature of Debtor Signature of Debtor 2 (Spouse Only in a Joint Case)
If all the answers on lines 7-9 are No, go to line 11.

11. Did an attorney represent the debtor in negotiating the reaffirmation agreement? No Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement?
 No Yes

Explained Part

Part 2: Sign Here

Whoever fills out this form must sign here. I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.

x /s/ John Rafferty Date 4/13/20
Signature MM/DD/YYYY

Printed Name
Craig A. Edelman
Jason Cottrill
John Rafferty
Mukta Suri
Natalie Lea
14841 Dallas Parkway, Suite 425
Dallas, Texas 75254
(972) 643-8600
(972) 643-6688
E-mail: consumer7@nbsdefaultservices.com

Check one:
 Debtor or Debtor's Attorney
 Creditor or Creditor's Attorney
 Creditor's Authorized Agent

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<p>Check One.</p> <p><input checked="" type="checkbox"/> Presumption of Undue Hardship</p> <p><input type="checkbox"/> No Presumption of Undue Hardship</p> <p><i>See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.</i></p>
--

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In Re: Fawn ██████ Fenton
Debtor

§
§
§
§

Case No. 3:19-bk-02693
Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: Toyota Motor Credit Corporation

Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Motor Vehicle Lien

B. **AMOUNT REAFFIRMED:** \$9,268.00
The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before February 21, 2020, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 0.0000%.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) Fixed Rate Variable Rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

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C. If your answer to EITHER question A. or B. above is "No" complete 1. and 2. below.

1. Your present monthly income and expenses are:

- a. Monthly income from all sources after payroll deductions (take-home pay plus any other income) \$1,291.67
- b. Monthly expenses (including all reaffirmed debts except this one) \$2755.00
- c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$1463.33
- d. Amount of monthly payment required for this reaffirmed debt \$300.00

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Family will provide temporary financial assistance, and my income from job/work is gradually increasing. Will continue to acquire additional work opportunities and income until financially stable/independent soon.

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

- You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

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PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

- (1). I (We) agree to reaffirm the debt described above.
- (2). Before signing this Reaffirmation Agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3). The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4). I am (We are) entering into this agreement voluntarily and am (are) fully informed of my (our) rights and responsibilities; and
- (5). I (We) have received a copy of this completed and signed Reaffirmation Documents form.

PLEASE SIGN & DATE

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign):

Date 3/11/2020 Signature Fawn Fekler
 Date _____ Signature _____

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor	Toyota Motor Credit Corporation	14841 Dallas Parkway, Suite 425, Dallas, Texas 75254
	Print Name	Address
Print Name of Representative	/s/ John Rafferty	
Craig A. Edelman	Signature	4/13/20
Jason Cottrill		Date
John Rafferty		
Mukta Suri		
Natalie Lea		

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is(are) able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 2.24.20 Signature of Debtor's Attorney Mary Elizabeth Ausbrooks by JHE
 Print Name of Debtor's Attorney Mary Elizabeth Ausbrooks

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PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, detailed in Part B below, are not completed, the reaffirmation agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the reaffirmation agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this Reaffirmation Documents package requiring signature, have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement?** You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. **When will this reaffirmation agreement be effective?**
 - a. **If you were represented by an attorney during the negotiation of your reaffirmation agreement**
 - i. **If the creditor is not a Credit Union, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship in which case the agreement becomes effective only after the court approves it;**
 - ii. **If the creditor is a Credit Union, your reaffirmation agreement becomes effective when it is filed with the court.**
 - b. **If you were not represented by an attorney during the negotiation of your reaffirmation agreement, the reaffirmation agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing, at which time the judge will review your reaffirmation agreement. If the judge decides that the reaffirmation agreement is in your best interest, the agreement will be approved and will become effective. However, if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your reaffirmation agreement.**
7. **What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the reaffirmation agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.**

B. INSTRUCTIONS

1. **Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.**
2. **Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.**
3. **If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney section (Part IV above).**
4. **You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 427).**
5. **If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your reaffirmation agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B2400B to do this.**

B2400A (12/15)

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C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs arising on or before the date you sign this agreement that you are agreeing to pay. Your credit agreement may obligate you to pay additional amounts that arise after the date you sign this agreement. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this agreement.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

Information to identify the case:

Debtor 1 **Fawn [REDACTED] Fenton** Social Security number or ITIN **xxx-xx-2065**
First Name Middle Name Last Name EIN **-**

Debtor 2 **[REDACTED]** Social Security number or ITIN **----**
(Spouse, if filing) First Name Middle Name Last Name EIN **-**

United States Bankruptcy Court **MIDDLE DISTRICT OF TENNESSEE**

Case number: **3:19-bk-02693**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Fawn [REDACTED] Fenton
[REDACTED]

4/15/20

By the court: Charles M Walker
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: 318

Page 1 of 2
Total Noticed: 27

Date Rcvd: Apr 15, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on
Apr 17, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South,
Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083,
CHARLOTTE NC 28272-1083
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360,
TUPELO MS 38803)
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road,
Franklin TN 37064-3003
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12,
Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT,
8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300,
Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013,
ADDISON TX 75001-9013
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue,
Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH,
FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C,
Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Apr 16 2020 02:40:22 Ascend Federal Credit Union,
Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Apr 16 2020 02:40:22 Ascend Federal Credit Union,
P. O. Box 1210, Tullahoma, TN 37388
- 6897903 +EDI: AMEREXPR.COM Apr 16 2020 06:23:00 American Express, Attn: Officer Manager or Agent,
PO Box 981537, El Paso TX 79998-1537
- 6919358 EDI: BECKLEE.COM Apr 16 2020 06:23:00 American Express National Bank,
c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 6897906 EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, Attn: Officer Manager or Agent,
PO Box 982238, El Paso TX 79998
- 7055503 EDI: BL-BECKET.COM Apr 16 2020 06:23:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT,
PO BOX 3001, MALVERN PA 19355-0701
- 6941837 EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, N.A., PO BOX 31785,
Tampa FL 33631-3785
- 6897907 +EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, NA,
Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6924463 EDI: CAPITALONE.COM Apr 16 2020 06:23:00 Capital One Bank (USA), N.A.,
by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 EDI: CAPITALONE.COM Apr 16 2020 06:23:00 Capital One Bank USA NA,
Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +EDI: IRS.COM Apr 16 2020 06:23:00 IRS Insolvency, 801 Broadway Room 285, MDP 146,
Nashville TN 37203-3811
- 6897909 EDI: JPMORGANCHASE Apr 16 2020 06:23:00 Chase Card, Attn: Officer Manager or Agent,
PO Box 15298, Wilmington DE 19850
- 6897912 EDI: TFSR.COM Apr 16 2020 06:23:00 Toyota Motor Credit Co., Attn Officer Manager or Agent,
5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 13

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: Ascend Federal Credit Union, P. O. Box 1210,
Tullahoma, TN 37388)
- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT,
PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238,
EL PASO TX 79998)
- 6897901* +Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
- 7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
- 7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

Case 3:19-bk-02693 Doc 116 Filed 04/17/20 Entered 04/17/20 23:55:26 Desc
Imaged Certificate of Notice Page 1 of 4

District/off: 0650-3

User: slw0703
Form ID: 318

Page 2 of 2
Total Noticed: 27

Date Rcvd: Apr 15, 2020

***** BYPASSED RECIPIENTS (continued) *****

6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055504* ++JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01,
MONROE LA 71203-4774
(address filed with court: CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298,
WILMINGTON DE 19850)

7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE,
WASHINGTON DC 20530-0009

7055511* + [REDACTED] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C,
NASHVILLE TN 37215-2963

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 17, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 15, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreregion08.na.ecf@usdoj.gov

TOTAL: 8

Information to identify the case:

Debtor 1 **Fawn [REDACTED] Fenton** Social Security number or ITIN **xxx-xx-2065**
 First Name Middle Name Last Name EIN -- - - - - - - - - - -
 Debtor 2 (Spouse, if filing) First Name Middle Name Last Name Social Security number or ITIN -- - - - - - - - - - -
 EIN -- - - - - - - - - - -

United States Bankruptcy Court **MIDDLE DISTRICT OF TENNESSEE**

Case number: **3:19-bk-02693**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Fawn [REDACTED] Fenton
[REDACTED]
[REDACTED]

4/15/20

By the court: Charles M Walker
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- debts that are domestic support obligations;
- debts for most student loans;
- debts for most taxes;
- debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- some debts which the debtors did not properly list;
- debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: 6/26/2020 (30 DAY NOTICE PERIOD)
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 7/7/2020, 9:00 A.M.,
COURTROOM TWO, 701 BROADWAY, NASHVILLE, TN 37203**

NOTICE OF MOTION FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS

John C. McLemore, Trustee, has asked the court for the following: to allow or disallow claims.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before 6/26/2020, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>.**

If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: U.S. Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, Tennessee (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is 6/26/2020, the date of the scheduled hearing is 7/7/2020 and the motion to which you are responding is *Motion for Allowance or Disallowance of Claims*.**
3. You must serve your response or objection by electronic service through the Electronic Filing system described above. You must also mail a copy of your response or objection to:

John C. McLemore, Trustee
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215

United States Trustee
701 Broadway, Customs House Suite 318
Nashville, TN 37203

If a timely response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk’s office at (615) 736-5584 or viewing the case on the Court’s website at www.tnmb.uscourts.gov.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
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CHAPTER 7 TRUSTEE'S MOTION FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS

The Chapter 7 Trustee, John C. McLemore, moves the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to this motion.

All claims filed against this Chapter 7 Bankruptcy Estate before the claims bar deadline of May 4, 2020, have been reviewed and are included in the recommendations set forth in Exhibit A to this motion. If a creditor has not filed a claim, its name does not appear on Exhibit A and its claim is not allowed. Each claim is identified by the claim number and the creditor name. The "Claim Status" column indicates whether the Trustee recommends allowance or disallowance of a claim. If a claim is disallowed there will be a brief explanation on the line titled "Claim Notes." The "Amount Allowed" column states the amount of a claim to be allowed. It **does not** indicate the amount to be paid.

The Trustee files this motion and recommendations pursuant to his duties under 11 U.S.C. §704(5). All recommendations are subject to review by the Court. The order resulting from this motion will be a final determination regarding the allowance or disallowance of all claims listed on Exhibit A.

WHEREFORE, the Trustee prays for the entry of an order allowing or disallowing the claims as set forth in the attached Exhibit A, and for such other and further relief as is just.

Dated this 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

CLAIM ANALYSIS REPORT

Page No: 1

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 5/27/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
1	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	\$0.00	\$32.75	\$32.75	\$0.00	\$0.00	\$0.00	\$32.75
	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	General Unsecured	Allowed	7100-000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Allow/Zero Balance												
2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$12,900.65	\$12,900.65	\$0.00	\$0.00	\$0.00	\$12,900.65
Claim Notes: Allow/Unsecured												
3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$5,000.00	\$2,990.00	\$0.00	\$0.00	\$0.00	\$2,990.00
Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)												
4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,518.02	\$9,518.02	\$0.00	\$0.00	\$0.00	\$9,518.02
Claim Notes: Allow/Unsecured												
5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,906.18	\$9,906.18	\$0.00	\$0.00	\$0.00	\$9,906.18
Claim Notes: Allow/Unsecured												
6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Disallow/Secured												

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 5/27/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Disallow/Secured												
8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Notes: Disallow/Secured												
							\$345,548.52	\$35,347.60	\$0.00	\$0.00	\$0.00	\$35,347.60

CLAIM ANALYSIS REPORT

Page No: 3

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 5/27/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
General Unsecured	\$37,324.85	\$35,314.85	\$0.00	\$0.00	\$0.00	\$35,314.85
Secured	\$308,190.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Expenses - Ch 7	\$32.75	\$32.75	\$0.00	\$0.00	\$0.00	\$32.75

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Proposed

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. So., Ste. 12, Nashville, TN 37212-2926; all creditors, and all parties requesting notice, as reflected on the mailing matrix attached to the original of this pleading on file with the Clerk of this Court.

This 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Attachments:

- (1) Notice of Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (2) Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (3) Proposed Order Allowing and Disallowing Claims

American Express
Attn: Officer Manager or Agent
PO Box 981537
El Paso TX 79998-1537

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA TN 37388-1210

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37064-3003

BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
PO BOX 31785
Tampa FL 33631-3785

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-2413

BECKET & LEE LLP
ATTN: OFFICER MANAGER/AGENT
PO BOX 3001
MALVERN PA 19355-0701

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER/AGENT
PO BOX 15298
WILMINGTON DE 19850-5298

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood TN 37027-4628

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR
AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203-3811

MARY ELIZABETH AUSBROOKS
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO STE 12
NASHVILLE, TN 37212-2926

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001-9013

TOYOTA MOTOR CREDIT
CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
c/o Spina & Lavelle PC
One Perimeter Park South
Suite 400N
Birmingham, AL 35243-2327

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530-0009

[REDACTED]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD,
SUITE 200-C
NASHVILLE TN 37215-2963

VIRGINIA LEE STORY
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064-2622

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Form hrgnot

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

701 Broadway Room 170
Nashville, TN 37203

Bankruptcy Proceeding No. 3:19-bk-02693
Chapter 7
Judge Charles M Walker

In Re:

Fawn [REDACTED] Fenton
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security No.
xxx-xx-2065

Employer's Tax I.D. No.

PLEASE TAKE NOTICE that a hearing will be held at:

Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203 on 7/14/20 at 10:00 AM

to consider and act upon the following:

117 – Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of \$See Exhibit .
Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on
7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses
due by 6/26/2020. (MCLEMORE, JOHN)

Dated: 6/30/20

/s/ TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: leq0323 Page 1 of 2 Date Rcvd: Jun 30, 2020
Form ID: hrgnot Total Noticed: 34

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 02, 2020.

- db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
- aty JERRY PAUL SPORE, SPRAGINS BARNETT & COBB PLC, PO BOX 2004, JACKSON, TN 38302-2004
- aty MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
- aty +NATALIE BROWN, RUBIN LUBLIN, LLC, 119 S MAIN ST, SUITE 500, MEMPHIS, TN 38103-3659
- aty +PAUL JOSEPH SPINA, III, SPINA & LAVELLE PC, 1 Perimeter Park S, Suite 400N, BIRMINGHAM, AL 35243-2327
- aty +SHEARON WEEMS HALES, ASCEND FEDERAL CREDIT UNION, PO BOX 1210, 520 AIRPORT DRIVE, TULLAHOMA, TN 37388-8212
- tr +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. MCLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
- cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
- cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
- 7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
- 6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
- 6919358 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
- 7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
- 6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
- 7055503 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
- 6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
- 6941837 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
- 6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
- 6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
- 7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
- 6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
- 7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
- 6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
- 6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
- 6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
- 7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
- 6897914 + [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- ust E-mail/Text: ustpreregion08.na.ecf@usdoj.gov Jul 01 2020 04:14:25 US TRUSTEE, OFFICE OF THE UNITED STATES TRUSTEE, 701 BROADWAY STE 318, NASHVILLE, TN 37203-3966
- 6897904 E-mail/Text: bankruptcy@ascendfcu.org Jul 01 2020 04:13:56 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
- 6911748 E-mail/Text: bankruptcy@ascendfcu.org Jul 01 2020 04:13:56 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
- 6924463 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jul 01 2020 04:12:42 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
- 6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jul 01 2020 04:13:01 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
- 6897911 +E-mail/Text: sbse.cio.bnc.mail@irs.gov Jul 01 2020 04:14:10 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
- 6897909 E-mail/PDF: ais.chase.ebn@americaninfosource.com Jul 01 2020 04:12:58 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850

TOTAL: 7

District/off: 0650-3

User: leq0323
Form ID: hrgnot

Page 2 of 2
Total Noticed: 34

Date Rcvd: Jun 30, 2020

***** BYPASSED RECIPIENTS (continued) *****

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- aty* +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. MCLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
- cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388)
- cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
- 7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210
(address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
- 6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360
(address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
- 7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
- 6897901* +Fawn ██████████ Fenton, ██████████ Brentwood TN 37027-4628
- 7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
- 7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
- 6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
- 7055504* ++JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774
(address filed with court: CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850)
- 7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
- 7055511* +██████████ C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 14, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g) (4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 02, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 30, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn ██████████ Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreion08.na.ecf@usdoj.gov

TOTAL: 8

Form hrgnot

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

701 Broadway Room 170
Nashville, TN 37203

Bankruptcy Proceeding No. 3:19-bk-02693
Chapter 7
Judge Charles M Walker

In Re:

Fawn ██████████ Fenton ██████████

██████████ ██████████ ██████████

██████████ ██████████ ██████████

Brentwood, TN 37027

Social Security No.

xxx-xx-2065

Employer's Tax I.D. No.

PLEASE TAKE NOTICE that a hearing will be held at:

Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203 on 7/14/20 at 10:00 AM

to consider and act upon the following:

117 – Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of \$See Exhibit .
Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on
7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses
due by 6/26/2020. (MCLEMORE, JOHN)

Dated: 6/30/20

/s/ TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: AUGUST 20, 2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE HELD ON: SEPTEMBER 8, 2020,
AT 10:00 A.M., BY AT&T CONFERENCE LINE NUMBER 1-888-363-4749, ACCESS CODE 7250422#

NOTICE OF AMENDED MOTION FOR ALLOWANCE AND DISALLOWANCE OF CLAIMS

John C. McLemore, Trustee, has asked the Court for the following relief: to allow or disallow claims.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

If you need assistance with Electronic Filing, you may call the Clerk's Intake Department at (615) 736-5584.

2. Your response must state that the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter the attached order granting that relief.

This 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

IN RE: FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker
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**CHAPTER 7 TRUSTEE'S AMENDED MOTION
FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS**

The Chapter 7 Trustee, John C. McLemore, moves the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to this motion.

All claims filed have been allowed in their face amounts as general unsecured claims with the exception of the following three:

Claim #6: Bancorp South Bank—This was a real estate secured claim. During the pendency of the bankruptcy, the collateral was sold as part of the Debtor's divorce and the debt was paid in full. No further action is necessary regarding this claim.

Claim #7: Toyota Motor Credit—This obligation was reaffirmed by the Debtor. No further action is necessary regarding this claim.

Claim #8: Bank of America—This was a real estate secured claim. During the pendency of the bankruptcy, the collateral was sold as part of the Debtor's divorce and the debt was paid in full. No further action is necessary regarding this claim.

All claims filed against this Chapter 7 Bankruptcy Estate before the claims bar deadline of May 4, 2020, have been reviewed and are included in the recommendations set forth in Exhibit A to this motion. If a creditor has not filed a claim, its name does not appear on Exhibit A and its claim is not allowed. Each claim is identified by the claim number and the creditor name. The "Claim Status" column indicates whether the Trustee recommends allowance or disallowance of a claim. If a claim is disallowed there will be a brief explanation on the line titled "Claim Notes." The "Amount Allowed" column states the amount of a claim to be allowed. It **does not** indicate the amount to be paid.

The Trustee files this motion and recommendations pursuant to his duties under 11 U.S.C. §704(5). All recommendations are subject to review by the Court. The order resulting from this motion will be a final determination regarding the allowance or disallowance of all claims listed on Exhibit A.

WHEREFORE, the Trustee prays for the entry of an order allowing or disallowing the claims as set forth in the attached Exhibit A, and for such other and further relief as is just.

Dated this 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee

John C. McLemore, Trustee

Tn. Bar No. 3430

2000 Richard Jones Rd., Ste. 250

Nashville, TN 37215

(615) 383-9495 (phone)

(615) 292-9848 (fax)

jmclmore@gmylaw.com

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 7/21/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	\$0.00	\$70.47	\$70.47	\$0.00	\$0.00	\$0.00	\$70.47
1	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	General Unsecured	Allowed	7100-000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Allow/Zero Balance

2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$12,900.65	\$12,900.65	\$0.00	\$0.00	\$0.00	\$12,900.65
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Claim Notes: Allow/Unsecured

3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$0.00	\$5,000.00	\$2,990.00	\$0.00	\$0.00	\$0.00	\$2,990.00
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Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)

4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,518.02	\$9,518.02	\$0.00	\$0.00	\$0.00	\$9,518.02
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Claim Notes: Allow/Unsecured

5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	\$0.00	\$9,906.18	\$9,906.18	\$0.00	\$0.00	\$0.00	\$9,906.18
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Claim Notes: Allow/Unsecured

6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Claim Notes: Paid in Full/No Further Action is Necessary

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 7/21/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Reaffirmed by Debtor/No Further Action is Necessary

8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Claim Notes: Paid in Full/No Further Action is Necessary

\$345,586.24 \$35,385.32 \$0.00 \$0.00 \$0.00 \$35,385.32

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF: 003, 1462.00

TNJudicial.org/cv/jr003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 462 of 508

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Taxpayer ID #: 35-7264153
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 7/21/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
General Unsecured	\$37,324.85	\$35,314.85	\$0.00	\$0.00	\$0.00	\$35,314.85
Secured	\$308,190.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Expenses - Ch 7	\$70.47	\$70.47	\$0.00	\$0.00	\$0.00	\$70.47

FRBP Violated: #3:19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF:003:1463.00

TNJudicial.org/calf/r003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 463 of 508

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Proposed

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. So., Ste. 12, Nashville, TN 37212-2926; BankcorpSouth Bank, c/o Jerry Paul Spore, Spragins, Barnett & Cobb, PLC, 312 East Lafayette Street, Jackson, TN 38301; Peter Knapp, Authorized Agent of Toyota Motor Credit Corporation, Bonial & Associates, P.O. Box 9013, Addison, TX 75501; Specialized Loan Servicing, LLC, Bankruptcy Department, 8742 Lucent Blvd., Suite 300, Highlands Ranch, CO 80129.

This 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Attachments:

- (1) Notice of Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (2) Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims
- (3) Proposed Order Allowing and Disallowing Claims

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 8/27/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN [REDACTED] FENTON xxx-xx-2065 [REDACTED] BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3

User: slw0703
Form ID: pdf001

Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 27, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 29, 2020.
db +Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 29, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 27, 2020 at the address(es) listed below:

- JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com, wanda@sraginslaw.com
- JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
- MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [REDACTED] Fenton marybethrothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
- NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
- PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
- SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
- US TRUSTEE ustpreigion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 8/27/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

<p>IN RE:</p> <p>FAWN ██████████ FENTON xxx-xx-2065 ██████████ BRENTWOOD, TN 37027</p> <p>DEBTOR.</p>	<p>CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker</p>
---	--

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED**.

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Form boc

United States Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE

In Re:

Fawn [REDACTED] Fenton

Bankruptcy Case No.
3:19-bk-02693

Chapter 7

NOTICE OF BILL OF COSTS FOR COURT FEES

You are hereby notified that the Clerk of Court requires **JOHN C. MCLEMORE, TRUSTEE** to pay **181.00 – MOTION TO SELL PROPERTY FREE & CLEAR OF LIENS UNDER SECTION 363(F)** in costs for the filing of the following in the above styled case:

Dated:9/3/20

/s/TERESA C. AZAN
Court Clerk

6. The deadline for filing non-governmental claims in this case was 05/04/2020 and the deadline for filing government claims was _____. All claims of each class which will receive a distribution have been examined and any objections to the allowance of claims have been resolved. If applicable, a claims analysis, explaining why payment on any claim is not being made, is attached as **Exhibit C**.
7. The Trustee's proposed distribution is attached as **Exhibit D**.
8. Pursuant to 11 U.S.C. § 326(a), the maximum compensation allowable to the trustee is \$1,100.00. To the extent that additional interest is earned before case closing, the maximum compensation may increase.

The trustee has received \$0.00 as interim compensation and now requests the sum of \$1,100.00, for a total compensation of \$1,100.00². In addition, the trustee received reimbursement for reasonable and necessary expenses in the amount of \$0.00, and now requests reimbursement for expenses of \$83.69, for total expenses of \$83.69.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Date: 10/20/2020

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

² If the estate is administratively insolvent, the dollar amounts reflected in this paragraph may be higher than the amounts listed in the Trustee's Proposed Distribution (Exhibit D).

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 1

Exhibit A

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN [REDACTED]
For the Period Ending: 10/20/2020

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [REDACTED]	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at [REDACTED]	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 2

Exhibit A

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN
 For the Period Ending: 10/20/2020

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020 PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)
 07/02/2020 PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.
 05/27/2020 Filed Mt to Allow/Disallow Claims.
 05/13/2020 Email to Jodie Thresher re: claims.
 04/15/2020 Fawn Fenton picked up her ring.
 04/01/2020 Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring
 03/19/2020 Filed Report of Sale.
 03/19/2020 Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.
 02/19/2020 Gave diamond ring and wedding band to Bobby Colson who will get a valuation.
 02/10/2020 Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.
 02/03/2020 Claims bar 5/4/2020.
 01/30/2020 Debtor wants to buy equity in vehicle
 01/30/2020 Email to Jodie Thresher about wedding ring.
 01/28/2020 Calculation of value of equity in 2017 Toyota Prius
 01/20/2020 PC with Paul Spina counsel for Toyota Motor Credit.
 01/08/2020 Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.
 01/07/2020 Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **..***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 10/20/2020

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67

TOTALS:	\$4,400.00	\$187.33	\$4,212.67
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$4,400.00	\$187.33	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$4,400.00	\$187.33	

For the period of 4/26/2019 to 10/20/2020

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$187.33
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$187.33
 Total Internal/Transfer Disbursements: \$0.00

For the entire history of the account between 02/03/2020 to 10/20/2020

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$187.33
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$187.33
 Total Internal/Transfer Disbursements: \$0.00

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **_***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 10/20/2020

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET DISBURSE

ACCOUNT BALANCES

\$4,400.00

\$187.33

\$4,212.67

For the period of 4/26/2019 to 10/20/2020

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

 Total Compensable Disbursements: \$187.33
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$187.33
 Total Internal/Transfer Disbursements: \$0.00

For the entire history of the case between 12/06/2019 to 10/20/2020

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

 Total Compensable Disbursements: \$187.33
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$187.33
 Total Internal/Transfer Disbursements: \$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 10/20/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	\$0.00	\$83.69	\$83.69	\$0.00	\$0.00	\$0.00	\$83.69
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	09/03/2020	Trustee Compensation	Allowed	2100-000	\$0.00	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
	U.S. BANKRUPTCY COURT CLERK	09/03/2020	Court Costs and Fees	Allowed	2700-000	\$0.00	\$181.00	\$181.00	\$181.00	\$0.00	\$0.00	\$0.00
1	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	Priority	Allowed	5800-000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Allow/Zero Balance

2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$0.00	\$0.00	\$0.00	\$12,900.65
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Claim Notes: Allow/Unsecured

3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$0.00	\$0.00	\$0.00	\$2,990.00
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Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)

4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$0.00	\$0.00	\$0.00	\$9,518.02
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Claim Notes: Allow/Unsecured

5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$0.00	\$0.00	\$0.00	\$9,906.18
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Claim Notes: Allow/Unsecured

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 10/20/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim Notes: Paid in Full/No Further Action is Necessary

7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Claim Notes: Reaffirmed by Debtor/No Further Action is Necessary

8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Claim Notes: Paid in Full/No Further Action is Necessary

\$346,880.46 \$36,679.54 \$181.00 \$0.00 \$0.00 \$36,498.54

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF:003.1478.00

TNJudicial.org/ca/fr003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 478 of 508

CLAIM ANALYSIS REPORT

Page No: 3

Exhibit C

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN [REDACTED]
 Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
 Date: 10/20/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
Court Costs and Fees	\$181.00	\$181.00	\$181.00	\$0.00	\$0.00	\$0.00
General Unsecured	\$37,324.85	\$35,314.85	\$0.00	\$0.00	\$0.00	\$35,314.85
Priority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Secured	\$308,190.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Trustee Compensation	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
Trustee Expenses - Ch 7	\$83.69	\$83.69	\$0.00	\$0.00	\$0.00	\$83.69

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF: 003.1479.00

TNJudicial.org/calf/rf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 479 of 508

Exhibit D

TRUSTEE'S PROPOSED DISTRIBUTION

Case No.: 3:19-BK-02693
 Case Name: FAWN ██████████ FENTON
 Trustee Name: John C. McLemore

Balance on hand: \$4,212.67

Claims of secured creditors will be paid as follows: NONE

Total to be paid to secured creditors: \$0.00
 Remaining balance: \$4,212.67

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
John C. McLemore, Trustee Fees	\$1,100.00	\$0.00	\$1,100.00
John C. McLemore, Trustee Expenses	\$83.69	\$0.00	\$83.69
U.S. Bankruptcy Court Clerk, Clerk of the Court Costs	\$181.00	\$181.00	\$0.00

Total to be paid for chapter 7 administrative expenses: \$1,183.69
 Remaining balance: \$3,028.98

Applications for prior chapter fees and administrative expenses have been filed as follows:
 NONE

Total to be paid to prior chapter administrative expenses: \$0.00
 Remaining balance: \$3,028.98

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling \$0.00 must be paid in advance of any dividend to general (unsecured) creditors.

Allowed priority claims are: NONE

Total to be paid to priority claims: \$0.00
 Remaining balance: \$3,028.98

The actual distribution to wage claimants included above, if any, will be the proposed payment less applicable withholding taxes (which will be remitted to the appropriate taxing authorities).

Timely claims of general (unsecured) creditors totaling \$35,314.85 have been allowed and will be paid *pro rata* only after all allowed administrative and priority claims have been paid in full. The timely allowed general (unsecured) dividend is anticipated to be 8.6 percent, plus interest (if applicable).

Timely allowed general (unsecured) claims are as follows:

Claim No.	Claimant	Allowed Amt. of Claim	Interim Payments to Date	Proposed Amount
2	Ascend Federal Credit Union	\$12,900.65	\$0.00	\$1,106.50
3	Ascend Federal Credit Union	\$2,990.00	\$0.00	\$256.45
4	American Express National Bank	\$9,518.02	\$0.00	\$816.37
5	Capital One Bank (USA), N.A.	\$9,906.18	\$0.00	\$849.66

Total to be paid to timely general unsecured claims: \$3,028.98
 Remaining balance: \$0.00

Tardily filed claims of general (unsecured) creditors totaling \$0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and timely filed general (unsecured) claims have been paid in full. The tardily filed claim dividend is anticipated to be 0.0 percent, plus interest (if applicable).

Tardily filed general (unsecured) claims are as follows: NONE

Total to be paid to tardily filed general unsecured claims: \$0.00
 Remaining balance: \$0.00

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling \$0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows: NONE

Total to be paid for subordinated claims: \$0.00
 Remaining balance: \$0.00

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re: § Case No. 3:19-BK-02693
 §
 FAWN ██████████ FENTON §
 §
 §
 Debtor(s) §

**SUMMARY OF TRUSTEE'S FINAL REPORT
AND APPLICATIONS FOR COMPENSATION**

The Final Report shows receipts of \$4,400.00
and approved disbursements of \$187.33
leaving a balance on hand of¹: \$4,212.67

Claims of secured creditors will be paid as follows: NONE

Total to be paid to secured creditors: \$0.00
 Remaining balance: \$4,212.67

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
John C. McLemore, Trustee Fees	\$1,100.00	\$0.00	\$1,100.00
John C. McLemore, Trustee Expenses	\$83.69	\$0.00	\$83.69
U.S. Bankruptcy Court Clerk, Clerk of the Court Costs	\$181.00	\$181.00	\$0.00

Total to be paid for chapter 7 administrative expenses: \$1,183.69
 Remaining balance: \$3,028.98

Applications for prior chapter fees and administrative expenses have been filed as follows: NONE

¹ The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursement will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of disbursement of the additional interest.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re: FAWN ██████████ FENTON

Case No: 3:19-02693-CMW

Debtor(s)

§
§
§

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: Nov 23, 2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 10:00 a.m. ; Dec 1, 2020 ;
Court Room 2, Customs House 701 Broadway , Nashville TN 37203

**NOTICE OF SUMMARY OF TRUSTEE’S FINAL REPORT AND
APPLICATION FOR COMPENSATION
AND DEADLINE TO OBJECT (NFR)**

Pursuant to Fed.R.Bankr.P. 2002(a)(6) and 2002(f)(8), please take notice that **John C McLemore**, trustee of the above styled estate, has filed a Final Report and the trustee and the trustee’s professionals have filed final fee applications, which are summarized in the attached Summary of Trustee’s Final Report and Application for Compensation.

The complete Final Report and all applications for compensation are available for inspection at the Office of the Clerk, at the following address:

U.S. Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203
(Monday - Friday, 8:00 a.m. - 4:00 p.m.)

Any person wishing to object to any fee application that has not already been approved or to the Final Report must file a written objection by **Nov 23, 2020** , together with a request for a hearing and serve a copy of both upon the trustee, any party whose application is being challenged and the United States Trustee. A hearing on the fee application and any objection to the Final Report will be held at 10:00 a.m. on Dec 1, 2020 ; Court Room 2 , Customs House 701 Broadway Nashville, TN 37203. If no objections are timely filed, the court will act on the fee application and approve the trustee’s compensation and expenses, and disbursements will be made as proposed pursuant to FRBP 3009 without further order of the Court.

YOUR RIGHTS MAY BE AFFECTED. Absent timely response, the court will approve the trustee’s compensation and expenses and the pending fee application and disbursements will be made as proposed. If you do not want the court to grant the motion or the trustee to make the disbursements as proposed, then on or before **Nov 23, 2020** , you or your attorney must:

1. File with the Court your written response or objection explaining your position:

Electronically: <https://ecf.tnmb.uscourts.gov> (Required for registered Filers and Users who have accepted electronic notice in this case.)
By Mail at: US Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203
In Person: US Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN (Monday - Friday, 8:00 a.m. - 4:00 p.m.)

2. **Your response must state the deadline for filing responses is Nov 23, 2020 the date of the scheduled hearing is Dec 1, 2020 , and the NOTICE to which you are responding is the Trustee's Final Report.** If you want a file stamped copy returned, you must include an extra copy and self-addressed, stamped envelope.
3. **If you do not file your response electronically, you must also mail a copy of your response to:**
John C McLemore, 2000 Richard Jones Rd, Ste. 250, Nashville TN 37215
United States Trustee, 318 Customs House, 701 Broadway, Nashville, TN 37203

If a timely response is filed, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk's office at 615-736-5584 or viewing the case on the Court's website at ecf.tnmb.uscourts.gov. If you received this notice by mail, you may have three additional days in which to file a timely response under Rule 9006(f) of the Federal Rules of Bankruptcy Procedure.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the notice, motion and proposed order and may enter an order granting that relief.

Date: **Oct 23, 2020**

By: TERESA C. AZAN
Clerk
BY: /s/ SLW
Deputy Clerk

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re: § Case No. 3:19-BK-02693
 §
 FAWN ██████████ FENTON §
 §
 §
 §
 Debtor(s) §

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AND APPLICATIONS FOR COMPENSATION**

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 Remaining balance: \$4,212.67

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
John C. McLemore, Trustee Fees	\$1,100.00	\$0.00	\$1,100.00
John C. McLemore, Trustee Expenses	\$83.69	\$0.00	\$83.69
U.S. Bankruptcy Court Clerk, Clerk of the Court Costs	\$181.00	\$181.00	\$0.00

Total to be paid for chapter 7 administrative expenses: \$1,183.69
 Remaining balance: \$3,028.98

Applications for prior chapter fees and administrative expenses have been filed as follows: NONE

¹ The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursement will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of disbursement of the additional interest.

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling \$0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows: NONE

Total to be paid for subordinated claims:	<u>\$0.00</u>
Remaining balance:	<u>\$0.00</u>

Prepared By: /s/ John C. McLemore
Trustee

John C. McLemore
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

Form npubstfr (12/13)

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

**Case No. 3:19-bk-02693
Chapter 7**

In re:

Fawn [REDACTED] Fenton [REDACTED]
[REDACTED]
[REDACTED]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF PUBLICATION OF SUMMARY OF TRUSTEE'S FINAL REPORT

You are hereby notified that a Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object has been filed in the case referenced above. The deadline for objections and responses is contained in the published Notice.

The Notice and its attached complete Summary of Trustee's Final Report and Application for Compensation and Deadline to Object may be viewed on and downloaded from the court's website at www.tnmb.uscourts.gov/summary-trustees-final-reports free of charge. If no electronic viewing means is available, you may request a free copy by calling the U.S. Bankruptcy Court at (615) 736-5584, or by writing to or visiting the Clerk's office located at 701 Broadway, Room 170, Nashville, Tennessee 37203.

Dated: 10/23/20

TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

BY: /s/ slw
Deputy Clerk

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor(s)

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3
Date Rcvd: Oct 23, 2020

User: slw0703
Form ID: npubstfr

Page 1 of 3
Total Noticed: 27

The following symbols are used throughout this certificate:

- | Symbol | Definition |
|--------|--|
| + | Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP. |
| ++ | Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4). |

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 25, 2020:

Recip ID	Recipient Name and Address
db	+ Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628
cr	+ Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr	+ Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499	AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
6897903	+ American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358	American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
7055501	++ BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 address filed with court., BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803
6897906	++ BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 address filed with court., Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503	BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6897905	+ BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6941837	Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6897907	+ Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902	Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508	+ SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363	+ Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509	+ TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6897912	++ TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 address filed with court., Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634
6940151	+ Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913	+ US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512	+ VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914	+ [REDACTED] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

TOTAL: 21

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
6897904	Email/Text: bankruptcy@ascendfcu.org	Oct 24 2020 02:54:00	Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748	Email/Text: bankruptcy@ascendfcu.org	Oct 24 2020 02:54:00	Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6924463	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Oct 24 2020 02:40:30	Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Oct 24 2020 02:37:15	Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911	+ Email/Text: sbse.cio.bnc.mail@irs.gov	Oct 24 2020 02:54:00	IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897909	Email/PDF: ais.chase.ebn@americaninfosource.com	Oct 24 2020 02:38:54	Chase Card, Attn: Officer Manager or Agent, PO

District/off: 0650-3
Date Rcvd: Oct 23, 2020

User: slw0703
Form ID: npubstfr

Page 2 of 3
Total Noticed: 27

Box 15298, Wilmington DE 19850

TOTAL: 6

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr	*P++	ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210, address filed with court., Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
cr	*P++	BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360, address filed with court., BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360
7055500	*P++	ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210, address filed with court., ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388
6925939	*P++	BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360, address filed with court., BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803
7055502	*P++	BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238, address filed with court., BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998
6897901	*+	Fawn [REDACTED] Fenton, [REDACTED] Brentwood TN 37027-4628
7055505	*	IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506	*+	IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507	*+	IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910	*	IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055504	*P++	JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774, address filed with court., CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850
7055510	*+	US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511	*+	[REDACTED] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTAL: 0 Undeliverable, 13 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 25, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 23, 2020 at the address(es) listed below:

Name	Email Address
JERRY PAUL SPORE	on behalf of Creditor BANCORPSOUTH BANK jpspore@sraginslaw.com wanda@sraginslaw.com
JOHN C. MCLEMORE	gmyecfkr@gmylaw.com jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS	on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN	on behalf of Creditor BANK OF AMERICA N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;rulecf@gmail.com;BKRL@ecf.courtdrive.com

District/off: 0650-3
Date Rcvd: Oct 23, 2020

User: slw0703
Form ID: nsubstfr

Page 3 of 3
Total Noticed: 27

PAUL JOSEPH SPINA, III

on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com

SHEARON WEEMS HALES

on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org bankruptcy@ascendfcu.org

US TRUSTEE

ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Form npubstfr (12/13)

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
Case No. 3:19-bk-02693
Chapter 7**

In re:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF PUBLICATION OF SUMMARY OF TRUSTEE'S FINAL REPORT

You are hereby notified that a Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object has been filed in the case referenced above. The deadline for objections and responses is contained in the published Notice.

The Notice and its attached complete Summary of Trustee's Final Report and Application for Compensation and Deadline to Object may be viewed on and downloaded from the court's website at www.tnmb.uscourts.gov/summary-trustees-final-reports free of charge. If no electronic viewing means is available, you may request a free copy by calling the U.S. Bankruptcy Court at (615) 736-5584, or by writing to or visiting the Clerk's office located at 701 Broadway, Room 170, Nashville, Tennessee 37203.

Dated: 10/23/20

TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

BY: /s/ slw
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

In re:

FAWN [REDACTED] FENTON

Debtor(s)

§
§
§
§
§
§
§
§

Case No. 19-02693-CW3-7
Chapter 7
Judge Charles M Walker

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of \$1,100.00 and trustee expenses of \$83.69, for a total of \$1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in 11 U.S.C. § 326.

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 11/30/2020



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

In re:

FAWN ██████████ FENTON

Debtor(s)

§
§
§
§
§
§
§

Case No. 19-02693-CW3-7
Chapter 7
Judge Charles M Walker

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of \$1,100.00 and trustee expenses of \$83.69, for a total of \$1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in 11 U.S.C. § 326.

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [REDACTED] Fenton
Debtor(s)

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3
Date Rcvd: Nov 30, 2020

User: slw0703
Form ID: pdf001

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 02, 2020:

Recip ID	Recipient Name and Address
db	+ Fawn [REDACTED] Fenton, [REDACTED] Brentwood, TN 37027-4628

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).
NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.
NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 02, 2020
Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 30, 2020 at the address(es) listed below:

Name	Email Address
JERRY PAUL SPORE	on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com wanda@spraginslaw.com
JOHN C. MCLEMORE	gmyecfkr@gmylaw.com jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS	on behalf of Debtor Fawn [REDACTED] Fenton marybeth@rothschildbklaw.com rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN	on behalf of Creditor BANK OF AMERICA N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
PAUL JOSEPH SPINA, III	on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com

District/off: 0650-3
Date Rcvd: Nov 30, 2020

User: slw0703
Form ID: pdf001

Page 2 of 2
Total Noticed: 1

SHEARON WEEMS HALES

on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org bankruptcy@ascendfcu.org

US TRUSTEE

ustpreion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 11/30/2020



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION**

In re:	§	
	§	
FAWN ██████████ FENTON	§	Case No. 19-02693-CW3-7
	§	Chapter 7
	§	Judge Charles M Walker
	§	
Debtor(s)	§	

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of \$1,100.00 and trustee expenses of \$83.69, for a total of \$1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in 11 U.S.C. § 326.

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN ██████████ FENTON	§	
	§	
	§	
Debtor(s)	§	

**CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT
CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED
AND APPLICATION TO BE DISCHARGED (TDR)**

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: \$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	

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
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [REDACTED]	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at [REDACTED]	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

FRBP Violated: #3-19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

JRF:003:1505:00

TNJudicial.org/c/a/jf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 505 of 508

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 2

Exhibit 8

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN [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

FRBP Violated: #3:19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

JRF: 003:1506:00

TNJudicial.org/cv/rf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 506 of 508

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **_***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to / Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00

TOTALS:	\$4,400.00	\$4,400.00	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$4,400.00	\$4,400.00	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$4,400.00	\$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **.*4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET DISBURSE

ACCOUNT BALANCES

\$4,400.00

\$4,400.00

\$0.00

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

For the entire history of the case between 12/06/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

REAL ESTATE DEED FRAUD | ADA FINANCIAL EXPLOITATION

U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENNESSEE

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

APPENDIX - 11

STATEMENT OF CLAIM: 2023 Property Value/Loss by Conspiracy Against Rights & Property Under Color of Law, Office, and/or Official Right, ADA Coercion, Extortion, Retaliation (worth \$900k today, while we only owed \$300k) 1

TRIANGLE OF FRAUD: State and Federal Jurisdictions 1

Potential Parties to Fenton Case **The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.** 1

Incentive for Fraud: ALIMONY 1

Incentive for Fraud: EQUITY & POSSESSION 1

Incentive for Fraud: EMPLOYER RETIRING (known a year in advance) 1

RESPONSIBLE PARTIES 1

2023 Home Values on Sunnyside Drive (mapped by Zillow) 2

Surrounded by hundreds of acres of protected woodlands, including "Owl's Hill Nature Sanctuary" 3

Our "Yard Pets" at 1986 Sunnyside Drive, Brentwood, TN 37027 (our back porch) 4

2020 CENSUS - Brentwood Tennessee Compared to Fenton Michigan: Consequential Damages, Incidental Damages, Loss of Opportunity and Future Employment, Loss of Enjoyment of Life, Liquidated Damages 5

2020 CENSUS: Median Value of Owner Occupied Homes 6

2020 CENSUS: Median Household Income 7

2022 OUR MILLION DOLLAR RETIREMENT INVESTMENT and HOME, STOLEN (worth over \$800k a year ago, while we only owed \$300k) 9

CURRENT USAGE 12

SALES PRICES (Improvements & Appreciation) 13

MOVE from my pre-marital Duplex at 772-774 Huntington Pkwy, Nashville to our Marital Residence & Retirement Investment at 1986 Sunnyside Drive, Brentwood, TN 37027 15

Additional Investments in Property to make Home Safe, Healthy, and Comfortable. (Not "

bling" for a quick flip.) After our purchase, we invested another \$200k+ (along with 9-years of my primary work product) _____ 16

Sunnyside Crawl Space BEFORE Mold Remediation, Entire HVAC, Ductwork, and Electrical Systems Replaced with High-End Systems _____ 16

Sunnyside Crawl Space AFTER work was done: Carrier Infinity Greenspeed Heat Pump, Custom Duct Work around Perimeter to Maximize Storage, New Electrical Service with Cutler-Hammer CH Series Panels & Whole-House Surge Protectors, Lighting, Mold Remediation _____ 17

\$25k Custom Energy Efficient Roof: Roofing Disaster (Water Damage Demolition) _____ 18

Guest Bedrooms where Ex-wife Could Finally get her Stuffed Animals out of Storage _____ 19

Our Family (Pets) with Custom Manufactured Aquarium _____ 20

State of Tennessee Real Estate License for 16.5-YEARS from 10/9/2004 to 7/25/2021 (over a year after our divorce) with access to Hundreds-Of-Millions of Dollars worth of Inventory, without a SINGLE COMPLAINT (Judge Binkley and Attorney Story treated me as if I couldn't even be trusted with MY OWN PROPERTY) That is so obscenely fraudulent _____ 21

Real Estate Listing Brochure Cover for 6393 Chartwell Court in the Arden Woods subdivision, in Brentwood Tennessee (obviosly I could be trusted with my OWN HOUSE) _____ 22

TN License Search and Verification _____ 23

Real Estate Continuing Education _____ 24

Attorneys Story and Ausbrooks testified in BOTH Federal and State Courts that I didn't have any financial investment in the Property. Insisting that I was on the DEED ONLY (I had more PREMARITAL RETIREMENT FUNDS Invested into the PURCHASE of OUR PROPERTY than my Ex-wife DID). While the rest was all TENANCY by the ENTIRETY. (This was a mute point, since myself and my two tenants/roommates were entitled to NOTICE and HEARING(S), in FEDERAL Courts Regardless, per the FRBP) _____ 26

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027 _____ 26

4/30/2010 ASCEND FCU Bank Statement (HOUSE FUND) Showing Electronic Transfers from Jeff's VANGUARD Pre-Marital Retirement Funds _____ 26

JEFF'S 2010 VANGUARD 1099-R _____ 27

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN SUNNYSIDE (Vanguard Rothe IRA - REIT) _____ 28

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN SUNNYSIDE (Vanguard Roth IRA - Strategic Equity Fund) 30

FAWN'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027 32

10/31/2009 ASCEND FCU Bank Statement (HOUSE FUND) Showing Deposit of Fawn's VANGUARD Pre-Marital Retirement Funds 32

10/23/2009 ASCEND FCU Deposit Slip for Vanguard Checks 33

FAWN'S 2009 VANGUARD 1099-R 34

Fawn's Vanguard Diversified Equity Fund (Redemption Check) 35

Fawn's Vanguard REIT Index Fund (Redemption Check) 36

Fawn's Vanguard Target Retirement 2035 Fund (Redemption Check) 37

PURCHASE OF 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027 38

3/31/2011 ASCEND FCU Bank Statement (HOUSE FUND) Before Purchase 38

4/5/2011 Transfer of Earnest Money from HOUSE FUND to Checking 39

4/3/2011 Earnest Money Check for Sunnyside 40

4/28/2011 Cashiers Check from Ascend FCU (HOUSE FUND) for Remainder of Cash Down Payment (Financed 80/10/10 to Avoid PMI) 41

4/30/2011 ASCEND FCU Bank Statement (HOUSE FUND) After Purchase 42

5/6/2011 First Tennessee Bank Statement: OUR JOINT Primary Checking Account (Showing Sunnyside Agent Commission for Funding Improvements) 43

TENANCY by ENTIRETY Explained (Specific to Tennessee) 49

8/29/2019 Chancery Court Order - CHECK THE TRANSCRIPTS (R.v4, Pages 495-523). Fraudulent Order & Claims, Fraud Upon the Court by Officer(s) of the Court, Obstruction of Justice, Grossly Biased and Abusive Hearing, Violently TAKING Property with LIES - NOT Seeking JUSTICE. Inconsistent with Prior 8/1/2019 Hearing & Order. Willful, Wonton, and Careless Disregard for the Supreme Law of the Land, the FRBP, the Judicial Canons, the RPC, and MY LIFE 51

PRO SE Litigant Discrimination: Opposing Counsel literally gets to Write the Court Orders without any Opportunity to Correct or Claim that the "PROPOSED" Written Order does NOT match the VERBAL Order given in Court (while the court has NO recording devices or clerk taking notes of who is present or what is said). Per the Local Rules of Practice for the 21st Judicial District, including Williamson County, they discriminate against the financially

disadvantaged by Court POLICY _____ 55

AUCTION LISTING AGREEMENT (COERCED AND AFTERWARDS TAMPERED WITH) Signed by Me under the THREAT of INCARCERATION during 8/29/2019 Pro Se Hearing _____ 56

AUCTION LISTING (UNTAMPERED) Signed by my Ex-wife _____ 57

NOTICE: DO NOT SELL - COERCED SIGNATURE on LISTING AGREEMENT, without even READING - Extreme Duress, Notified Court, Attorneys, Auctioneers, the " Listing Agreement" is NULL and VOID (They didn't care) _____ 58

9/20/2019 FORCED AUCTION: Fenton Residence at 1986 Sunnyside Drive, Brentwood, TN 37027 _____ 61

2019-09-20 AUCTION - Anderson Brochure (Page-1) _____ 61

2019-09-20 AUCTION - Anderson Brochure (Page-2) _____ 62

2019-09-20 AUCTION - Anderson Brochure (Page-3) _____ 63

2019-09-20 AUCTION - Anderson Brochure (Page-4) _____ 64

10/10/2019 CHANCERY ORDER: AUCTION RESULTS - THERE WILL NOT BE ANY PROCEEDS LEFT TO DISBURSE BETWEEN THE PARTIES _____ 65

Email to Auctioneers and "Bank Title" Closing Company Requesting HUD-1 Settlement Statement (as promised) and about \$10k in STOLEN Personal Property During my Court Ordered Absence (No Response) _____ 67

Stolen Personal Property List (never accounted for) _____ 68

2019-10-09 Email where Auctioneer Tommy Anderson promised to have the Title Company send me a copy of the final, fully executed, HUD-1 Settlement Statement (repeatedly requested from every party, never received to date) _____ 70

2019-10-06 Email where Auctioneer Tommy Anderson is THREATENING ME per Ms. Story's Request and comes to MY HOME and shockingly beats on the back door to hurry me and my elderly mother in our efforts to quickly pack and move, terrifying my mother. (Reporting back to Story, though I get no cell service at my house, and didn't receive any of their nasty correspondances, from Anderson and Story, until I left the property.) AUCTION did not close for THREE MORE WEEKS, there was NO REASON to BULLY and RUSH me MORE _____ 70

(DOJ) ACTING UNITED STATES TRUSTEE FOR REGION 8 (Districts of Tennessee and Kentucky) _____ 71

Paul A. Randolph (USTP) Email Confirmation and Assignment of 19-02693 Fenton: Fraud

Referral _____ 72

BUSTED: Nashville USTP Bankruptcy Fraud Investigation _____ 73

DOJ-USTP Megan Seliber - Confirmation of NO CONSTITUTIONAL NOTICE as Required in the Federal Rules of Bankruptcy Procedure and subsequent Federal Bankruptcy Laws _____ 73

BUSTED: The Bankruptcy Attorney HAD TO KNOW that Judge Binkley would "PLAY BALL" 97-DAYS before I entered his Court _____ 74

WARRANTY DEED provided by USTP Megan Seliber, showing that they used my COERCED, FORGED, VOID, REVOKED Signature to SELL my home Regardless (REAL ESTATE DEED FRAUD) Court, Counsel, Auctioneers, Closing Company, all REFUSED to provide me this or a HUD-1 for over THREE YEARS _____ 75

BUSTED: FINAL "BANKRUPTCY RELIEF" was only \$44k, while likely paying \$100k+/- in Combined Legal Fees, Losing \$250k CASH on the DAY OF THE AUCTION, and another \$400k in APPRECIATION since the AUCTION. While I've been OFFICIALLY OPPRESSED, LITIGIOUSLY TORTURED, and CRIMINALLY DESTROYED, DAY & NIGHT for Well Over THREE-YEARS now, as has been my Elderly Mother who is terrified at what the COURT will CRIMINALLY do NEXT, to HARM and SILENCE ME (I DEMAND TO BE ALLOWED TO PRESS FORMAL CRIMINAL CHARGES, AGAINST THE MEMBERS OF ALL THREE COURTS) _____ 77

TRUTH & AUTHENTICITY are my HIGEST VALUES - This entire loss was completely avoidable, with the tiny bit of ethical care, impartiality, and common sense, used to fairly help us BOTH survive this divorce. Yet the Court and Counsel repeatedly refused (Subsequent Pain and Suffering, Official Oppression, ADA Interference, and Hobbs Act Extortion, wasting a fortune along with years of my life) _____ 85

THE GAME: PROMISING TO PAY ME ALIMONY & NO MORE LEGAL ATTACKS by ATTORNEYS _____ 86

THE GAME: Ex-wife is a Highly Trained and Equiped Firearms EXPERT and Tennessee Licensed Concealed Carry INSTRUCTOR (With two military grade assault rifles, a half-dozen of the best handguns in the world, and over 5,000 rounds of ammunition when she moved out) NEVER was she "at fear for her safety" from LONG ANGRY but non-threatening emails or text messages, which she could have easily BLOCKED (I wrote her a 30-PAGE letter, openly putting everything on the table, BEFORE she married me) Everything I write is long, there is no crime or crying "FIRE" fifteen-years later _____ 87

ADA REQUEST FOR MODIFICATION (NEVER HONORED, nor have I been provided with any NOTICE that any part was DENIED, or alternate modifications SUGGESTED) I've been denied repeated requests for the final two pages of this for each

filing, with the Presiding Judge's Signature 88

Requested "Judgement Based upon the LAWS - not just the Technical Codes which I am able to Research and Cite (ignorance of the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either)." COA NEVER HONORED - Complete Cover-Up, in every division of the Tennessee Courts. 89

Jim Hivner and John Coke have so far REFUSED to provide me with the last TWO pages of each ADA request, so that I can see what ADA Modifications and suggested Alternate Modifications the Judge(s) agreed to, but NOPE. It appears the only way to get a response is to SUE everybody. (Which is ridiculous, and discriminates against the most vulnerable in society, which legally they are required to protect, with mandatory reporting, yet they appear not to CARE 91

DEFAULT 6-YEAR OUT OF JURISDICTION, ORDER OF PROTECTION (Hobbs Act EXTORTION OF MY SILENCE, Under Color of Official Right), without NOTICE 92

"TORTURE" as Defined by the Universal Declaration of Human Rights 93

The TRUTH ABOUT "STALKING" and My Ex-Wife's Physical and Emotional MELT DOWN (highly compounded by a dozen felonies the Court and Counsel ushered her into, while her Counsel Portrayed ME as the Problem (FRAUD UPON THE COURT) 94

STALKING: What an INSULT, I specifically confirmed with Ex-wife on February 5th, 2019 that "stalking" was absolutely NOT a concern 96

CONFLICT between Hormone Therapy for Menopause and Xyrem Medication she took for Narcolepsy 97

EX-WIFE'S THEORY ON ROOT CAUSE OF NIGHT SWEATS (causing her to only sleep 1-2 Hours at a time, making her MISERABLE, destroying her health) 98

JOKING about having institutions where you can drop your Wife off at for a Decade, During Menopause. Ex agrees that sounds GOOD right now 99

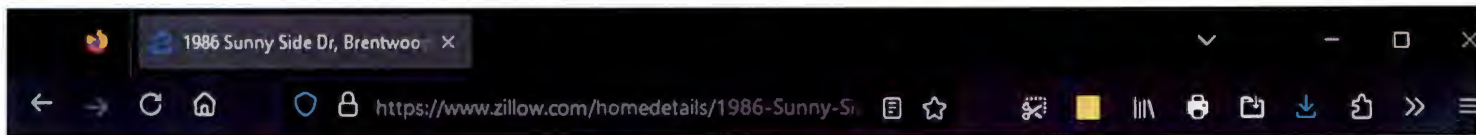
WIFE has struggled with Chronic Depression (dubbed "Doomsday Syndrome" by her brother) most of her life, compounded by Narcolepsy, and some other legitimate health problems. As seen in the texts above, we got along FINE, except when the DIVORCE GAMES were going on. (She wanted to remain "friends" after our divorce, because "there really are a lot of parts about (me) that (she) love(s)" 101

The Strong Man Principal 102

OATH OF OFFICE: Judge Michael W. Binkley (Repugnantly Violated, Countless Times) 104

RETIREMENT/PROPERTY INVESTMENT VALUE APPRECIATION AS OF 5/31/2023

Will Easily Reach \$1,000,000 VALUE within the Next Decade as Planned, while without Interference
It would have been completely PAID-OFF within that period, with less WORK than I'm doing NOW!
CAPITAL GAINS TAX does NOT apply for a PRIMARY RESIDENCE, this would have been TAX FREE!



STATEMENT OF CLAIM

Sign in

Edit Save Share More



4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

● Off market Zestimate®: **\$884,500** Rent Zestimate®: **\$3,999**

Est. refi payment: \$5.237/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

Home value



Zestimate

\$884,500



Zestimate range

\$814,000 - \$973,000



Last 30-day change

+\$16,116 (+1.9%)



Zestimate per sqft

\$335

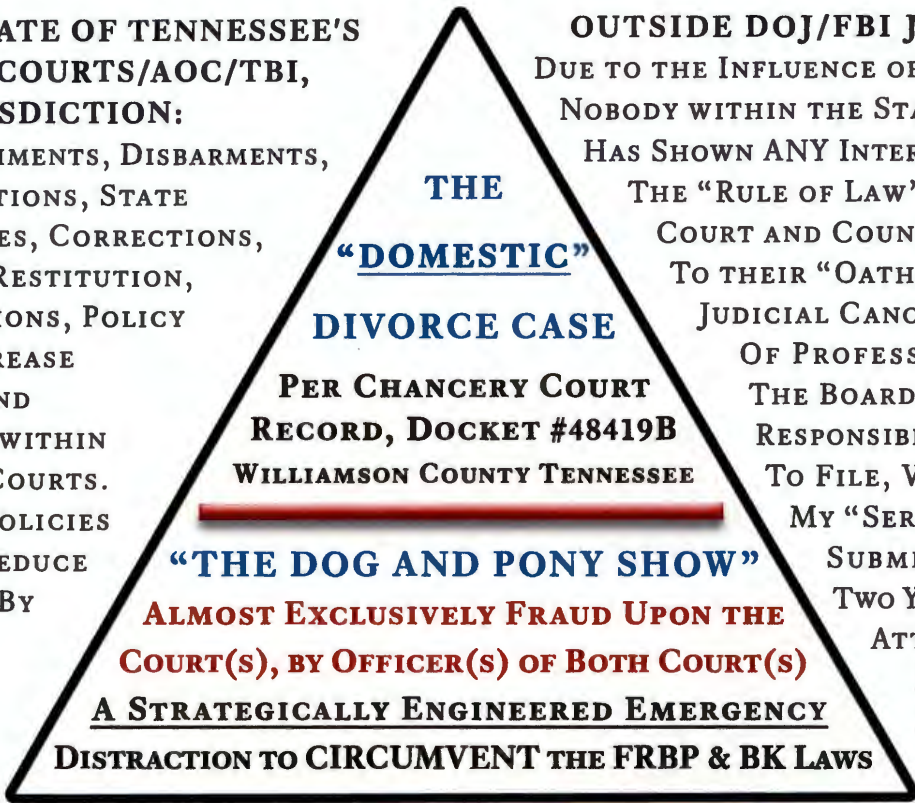
Zestimate history & details



6:49 AM
5/31/2023

Now with a Court Judgment, the recovery will be subject to an estimated 37% Tax Rate, placing this at roughly a 1.5 Million Dollar Lifetime Property Loss & Claim. In addition to damages, incidental, consequential, compensatory, loss of consortium, liquidated, loss of use, loss of enjoyment, loss of life, liberty, property & the pursuit of happiness. Plus legal fees, pain & suffering (compounding daily), litigious TORTURE of an ADA Party, since 9/3/2019, until a cure is obtained.

INSIDE THE STATE OF TENNESSEE'S LEGISLATURE/COURTS/AOC/TBI, BJC & BPR JURISDICTION:
 ARRESTS, IMPEACHMENTS, DISBARMENTS, DISCIPLINARY ACTIONS, STATE CRIMINAL CHARGES, CORRECTIONS, EXPUNGEMENTS, RESTITUTION, DAMAGES, SANCTIONS, POLICY CHANGES TO INCREASE TRANSPARENCY AND ACCOUNTABILITY WITHIN ALL TENNESSEE COURTS. MORE UNIFORM POLICIES STATE-WIDE TO REDUCE DISCRIMINATION BY LOCAL RULES.
MANDATORY DISCLOSURES & RECUSALS OF HEARING CASES BY "FRIENDS".



OUTSIDE DOJ/FBI JURISDICTION:
 DUE TO THE INFLUENCE OF THE "PLAYERS", NOBODY WITHIN THE STATE OF TENNESSEE HAS SHOWN ANY INTEREST IN ENFORCING THE "RULE OF LAW" OR HOLDING THE COURT AND COUNSEL ACCOUNTABLE TO THEIR "OATHS OF OFFICE", THE JUDICIAL CANONS, OR THE RULES OF PROFESSIONAL CONDUCT. THE BOARD OF PROFESSIONAL RESPONSIBILITY HAS REFUSED TO FILE, VET AND ACT UPON MY "SERIOUS COMPLAINT" SUBMITTED WELL OVER TWO YEARS-AGO; AGAINST ATTORNEYS VIRGINIA LEE STORY, MARY BETH AUSBROOKS, ELAINE BEELER, AND "FRIENDS".

INSIDE DOJ/FBI JURISDICTION
BANKRUPTCY CASE 3:19-BK-02693
 FRBP 7001 ADVERSARY PROCEEDINGS
 FRBP 9011 ATTORNEY CERTIFICATION
 28 USC §§ 1927, 1334, 1335 — JURISDICTION
 11 USC §§ 363(b)(1), (e) NOTICE & HEARING
 11 USC § 363(h) SELL IF BENEFIT TO ESTATE
 11 USC §§ 541, 542, 543 Estate Property/Turnover
 18 USC § 241 CONSPIRACY AGAINST RIGHTS
 18 USC § 242 DEPRIVATION (COLOR OF LAW)
 18 USC §§ 157, 1341 BK FRAUD(S) & SWINDLES
18 USC § 1503 OBSTRUCTION OF JUSTICE
 18 USC § 1519 FALSIFYING BK RECORDS
 18 USC § 1951 Hobb's Act EXTORTION
 18 USC § 1957 UNLAWFUL PROPERTY TRANS.

IN DOJ/FBI/TBI JURISDICTION
CONSTITUTIONAL, STATE, AND — FEDERAL CRIMES — COMMITTED BY BOTH COURTS AND COUNSEL COLLUSIVELY:
 CONSPIRACY AGAINST RIGHTS, DEPRIVATION OF PROPERTY AND LIBERTY UNDER COLOR OF LAW, WITHOUT NOTICE/EQUAL OR DUE PROCESS. MALICIOUS LITIGATION, ABUSE, CRUELTY, FAILURE TO INTERVENE, NEGLECT TO PREVENT, CIVIL RIGHTS INTIMIDATION, COERCION, THEFT, EXTORTION, UNDER COLOR OF OFFICIAL RIGHT, ADA COERCION THREATS, INTERFERENCE, RETALIATION.

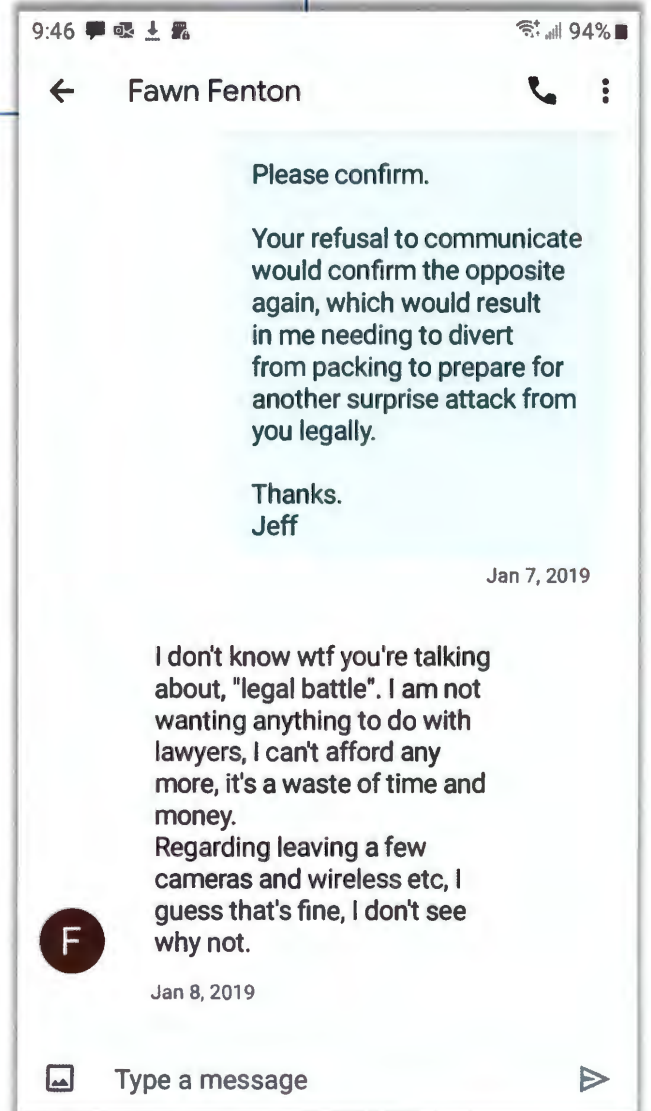
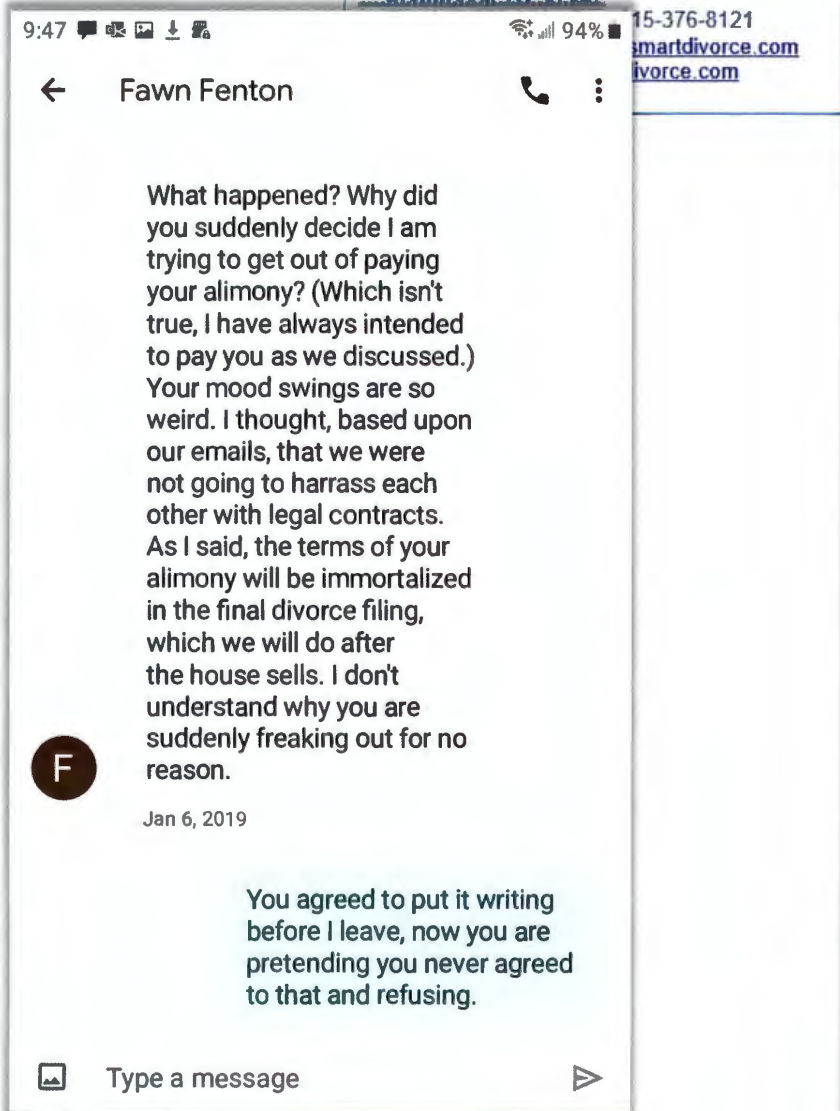
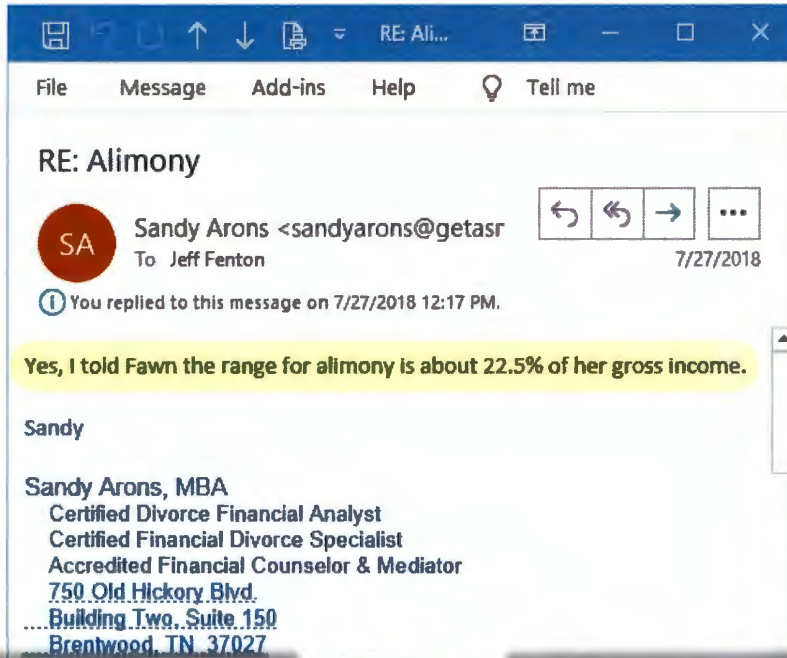
SYNOPSIS: Family Court Attorney, Virginia Lee Story (in Williamson County Chancery Court) Conspired with Bankruptcy Specialist, Attorney Mary Elizabeth Maney Ausbrooks (in U.S. Bankruptcy Court for the Middle District of Tennessee), well over a Month in Advance of my Ex-wife's **secret** Divorce Filing & Ambush. The Crux of this Conspiracy Conducted by Counsel, with the Fraudulent Assistance by BOTH Courts, was to CIRCUMVENT the "Federal Rules of Bankruptcy Procedure" (FRBP) and a Multitude of Federal Bankruptcy Laws, so they could Illegally FORCE the Deprivation of Multiple Property Interests (purchased/owned/held) by MYSELF in 1986 Sunnyside Drive, Brentwood, TN 37027; as well as by my two Roommates/Tenants State & Federally Protected "Leasehold Property Interests". Each of which Required an "Adversarial Proceeding", including **NOTICES & HEARINGS in Federal District Court**, or Federal Bankruptcy Court. Under the circumstances, the State Courts were specifically FORBIDDEN from Exercising Jurisdiction. The BK Trustee was REQUIRED to REMOVE the PROPERTY from my Ex-wife's **secret** "BANKRUPTCY ESTATE", as a "BURDENSOME ASSET", long before I met Judge Michael W. Binkley.

POTENTIAL PARTIES TO FENTON CASE

To be clear, I believe to have been legally due approximately \$250,000 from Ms. Fenton, at the time of our divorce, over three years ago. Based upon the calculations of Sandy Arons, MBA, Certified Divorce Financial Analyst, Certified Financial Divorce Practitioner, Certified Financial Divorce Specialist, Financial Counselor & Mediator whom we hired for a “Collaborative Divorce”. That was before any of the professionals below got involved. That was when we were both operating in “good faith”. That was before the parties below worked together (primarily knowingly, with a few exceptions) for this massive Conspiracy Against MY Rights / Bankruptcy Fraud / Fraud Upon the Court(s) / Deprivation of Property without Notice or Due Process of Law, secretly executed simultaneously, both in Williamson County Chancery Court as well as the U.S. Bankruptcy Court for the Middle District of TN, while deceptively and cruelly “leveraging” each Court’s Orders against the other.

While I was intentionally omitted as a party to the actions in the U.S. Bankruptcy Court for the Middle District of TN, though I legally should NOT have been. As an equally invested and equally deeded OWNER of our Marital Residence, at 1986 Sunnyside Drive, Brentwood, TN 37027. Which we referred to as our “Forever Home”, or so we swore to each other. Which I had more of my premarital retirement funds invested into for our down-payment and purchase than Ms. Fenton did. I likewise had invested proceeds from my premarital “Duplex/Home”, as we jointly invested approximately \$200k (beyond the purchase price) into core improvements, for the long-term safety and health of both our home and our family, amongst some desired amenities. Most of which I performed and managed by myself, as I personally invested nearly a decade of my life, my hard work, and my meticulous craftsmanship into improving our “forever home”.

+ 2019-01-04 MS. FENTON DEFAULTED ON OUR "VERBAL SETTLEMENT AGREEMENT" to AVOID PAYING ME ALIMONY AS AGREED at 22.5% of Her Gross Income for HALF the TERM of Our Marriage \$1,750 PER MONTH for 6-YEARS Repeatedly PROMISED by Ms. Fenton




2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE! (Regretfully She Declined)


OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

 Jeff Fenton
To: Sandy Arons
Cc: Fawn Fenton; Fawn Fenton

Mon 8/6/2018 1:26 AM

 You forwarded this message on 8/6/2018 1:44 AM. This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.


- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat \$75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal in agreement writing prior


RE: Financial Const... - Message (HTML)

File Message Add-ins Help Tell me what you want to do

RE: Financial Considerations to Keep in Mind

 Fawn Fenton
To: Jeff Fenton
Cc: Sandy Arons

8/23/2018

 You replied to this message on 8/23/2018 3:18 PM.

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.

Beyond that, we'll have to see where things stand with you, and with my company.

(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

While I have suffered a host of nearly unfathomable losses and damages either caused by or in conjunction with the actions, inactions, work, negligence, harassment, abuse, cruelty, and terror performed by the following parties:

VOID

- **ATTORNEY VIRGINIA LEE STORY** | BPR# 011700 | STORY, ABERNATHY, & CAMPBELL, PLLP | 136 4TH AVE S, FRANKLIN, TN 37064-2622
- **ATTORNEY KATHRYN LYNN YARBROUGH** | BPR# 032789 | STORY, ABERNATHY, & CAMPBELL, PLLP | 136 4TH AVE S, FRANKLIN, TN 37064-2622
- **PARALEGAL HEIDI MACY** | STORY, ABERNATHY, & CAMPBELL, PLLP | 136 4TH AVE S, FRANKLIN, TN 37064-2622

VOID

- **JUDGE MICHAEL WEIMAR BINKLEY** | BPR# 005930 | WILLIAMSON COUNTY CHANCERY COURT | 135 4TH AVE S STE 286, FRANKLIN, TN 37064-2564
- **CLERK & MASTER ATTORNEY ELAINE BEATY BEELER** | BPR# 016583 | WILLIAMSON COUNTY CHANCERY COURT | 135 4TH AVE S STE 236, FRANKLIN, TN 37064-2538

VOID

- **ATTORNEY MARY ELIZABETH AUSBROOKS** (AKA MARY BETH AUSBROOKS, MARY ELIZABETH MANEY) | BPR# 018097 | ROTHSCHILD & AUSBROOKS, PLLC | 1222 16TH AVE S STE 12, NASHVILLE, TN 37212-2926 | RESIDENCE: JASON SCOTT AUSBROOKS AND MARY BETH MANEY AUSBROOKS, 120 MEADOWS RD, WHITE HOUSE, TN 37188-9500
- **ATTORNEY ALEXANDER SERGEY KOVAL** | BPR# 029541 | ROTHSCHILD & AUSBROOKS, PLLC | [HTTPS://WWW.LINKEDIN.COM/IN/ALEXKOVAL](https://www.linkedin.com/in/alexkoyal) | CURRENTLY EMPLOYED AS MANAGING ATTORNEY AT: CLARK & WASHINGTON, P.C., 237 FRENCH LANDING DR, NASHVILLE, TN 37228-1601 | [HTTPS://WWW.BANKRUPTCY-NASHVILLE.COM/](https://www.bankruptcy-nashville.com/)

- **ATTORNEY HENRY EDWARD HILDEBRAND, III** | BPR# 032168 | OFFICE OF THE CHAPTER 13 TRUSTEE | 2416 21ST AVE S STE 303, NASHVILLE, TN 37212-5318
- **JUDGE CHARLES M. WALKER** | BPR# 019884 | U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TN | 701 BROADWAY STE 260, NASHVILLE, TN 37203-3983
- **ATTORNEY SAMUEL FORREST ANDERSON** | BPR# 017022 | BANKERS TITLE & ESCROW | 5107 MARYLAND WAY STE 115, BRENTWOOD, TN 37027-7555
- **PARALEGAL KIM MURRAY** | BANKERS TITLE & ESCROW | 5107 MARYLAND WAY STE 115, BRENTWOOD, TN 37027-7555
- **BROKER & AUCTIONEER THOMAS "TOMMY" E. ANDERSON** | TN PRINCIPAL AUCTIONEER LICENSE: #3809 | TN BROKER LICENSE: #254363 | PREVIOUSLY: HND REALTY, LLC (DBA HND AUCTIONS LLC) | TN FIRM LICENSE #255602 | 421 EAST IRIS DRIVE, SUITE 300, NASHVILLE, TN 37204 | WWW.HNDREALTY.COM | CURRENT RE FIRM (SINCE 8/30/2021): ADARO REALTY INC. | TN FIRM LICENSE #261466 | 1187 OLD HICKORY BLVD, BRENTWOOD, TN, 37027 | CURRENT AU FIRM: PRUDENTIAL WOODMONT REALTY AUCTIONS | FL FIRM LICENSE: #5257 | 5107 MARYLAND WAY, STE 100, BRENTWOOD, TN 37027 | WWW.FFBAUGH.COM
- **BROKER & AUCTIONEER ROY PATRICK "PAT" MARLIN** | TN PRINCIPAL AUCTIONEER LICENSE: #5243 | TN AFFILIATE BROKER LICENSE: #284361 | RE: MCARTHUR SANDERS REAL ESTATE (SINCE 03/16/2006) | FIRM LICENSE: #59746 | 203 N. ROYAL OAKS BLVD., FRANKLIN, TN 37067 | REAL ESTATE BROKER/AFFILIATE/TIMESHARE SALES | EXPIRED AU: MANHEIM TENNESSEE, INC. D/B/A MANHEIM REALTY & AUCTION | EXPIRED TN FIRM LICENSE (SINCE 05/12/2016): 261268 | MOUNT JULIET, TN, 37122, WILSON COUNTY | NO CURRENT AUCTION AFFILIATION FOUND

- **JUDGE FRANK G. CLEMENT** | BPR# 006619 | TENNESSEE COURT OF APPEALS, MIDDLE DIVISION | 401 7TH AVE N 215, NASHVILLE, TN 37219-1400
- **JUDGE ANDY DWANE BENNETT** | BPR# 009894 | TENNESSEE COURT OF APPEALS, MIDDLE DIVISION | 401 7TH AVE N, NASHVILLE, TN 37219-1400
- **JUDGE WILLIAM NEAL McBRAYER** | BPR# 013879 | TENNESSEE COURT OF APPEALS, MIDDLE DIVISION | 401 7TH AVE N STE 203, NASHVILLE, TN 37219-1400
- **ATTORNEY JAMES MICHAEL HIVNER** | BPR# 020405 | TENNESSEE CLERK OF THE APPELLATE & SUPREME COURTS | SUPREME COURT BUILDING, 401 7TH AVE N, NASHVILLE, TN 37219-1407
- **ATTORNEY JOHN BRANDON COKE** | BPR# 029107 | ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS | NASHVILLE CITY CENTER, 511 UNION ST STE 600, NASHVILLE, TN 37219-1768



➤ **ATTORNEY SANDRA JANE LEACH GARRETT** | BPR# 013863 | CHIEF DISCIPLINARY COUNSEL, BOARD OF PROFESSIONAL RESPONSIBILITY, OF THE SUPREME COURT OF TENNESSEE | 10 CADILLAC DR STE 220, BRENTWOOD, TN 37027-5078

➤ **ATTORNEY BEVERLY P. SHARPE** | BPR# 010529 | DIRECTOR, CONSUMER ASSISTANCE PROGRAM, BOARD OF PROFESSIONAL RESPONSIBILITY, OF THE SUPREME COURT OF TENNESSEE | 10 CADILLAC DR STE 220, BRENTWOOD, TN 37027-5078



➤ I ALSO BELIEVE THAT **Ms. FENTON DESERVES THREE TIMES HER FEES AND COMMISSIONS REFUNDED BY EACH PARTY ABOVE, ATTORNEYS AND AUCTIONEERS ALIKE. SINCE NONE OF THEM SHOULD PROFIT FROM PARTICIPATING IN UNCONSCIONABLE CRIMES, WHICH INEVITABLY DESTROYED US BOTH!**



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18 results

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531K

742K

1.01M

960K

985K

880K

888K

940K

909K

506K

920K

579K

888K
\$888K
4 bd, 3 ba
2,640 sqft

Sunnyside Dr

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Get a local Redfin Agent's opinion on your home's value and the state of the Brentwood market.

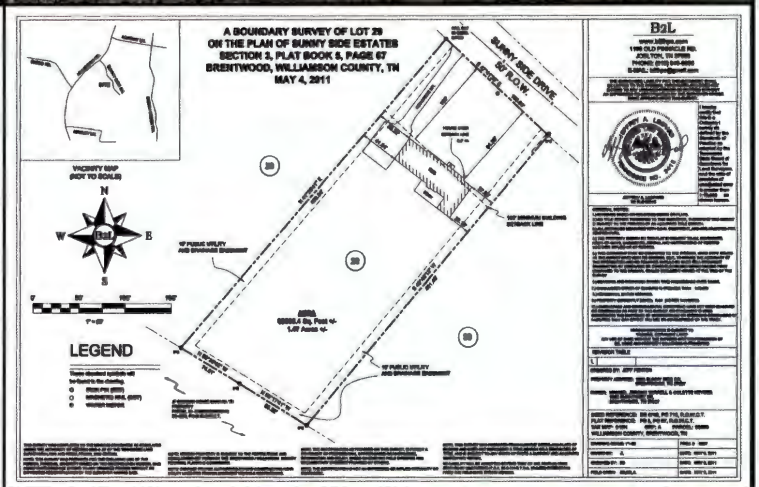
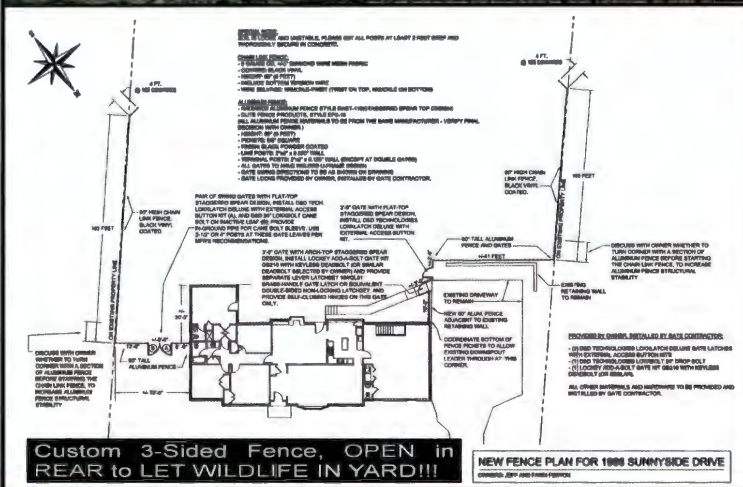
\$566,000 - \$626,000

1986 Sunny Side Dr, Brentwood, TN 37027

\$595,494 4 2.5 2,640
 Redfin Estimate Beds Baths Sq Ft

Off Market
 This home last sold for \$540,000 on Feb 18, 2020.

LOCATED at the NEXUS of Green Hills, Brentwood, Grassland, Franklin! SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!!!



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This habitat is certified in the National Wildlife Federation's worldwide network of wildlife habitats. Because of the owner's conscientious planning, landscaping and sustainable gardening, wildlife may find quality habitat—food, water, cover, and places to raise their young.

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Fawn's Wildlife Habitat

No. 161,066

David Mizgala
 David Mizgala
 National Wildlife Federation
 1100 National Mall, N.W., Washington, D.C. 20004

NATIONAL WILDLIFE FEDERATION







An official website of the United States government



QuickFacts

What's New & FAQs >

Brentwood city, Tennessee; Williamson County, Tennessee; Genesee County, Michigan; Fenton city, Michigan; Argentine township, Genesee County, Michigan; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

Search bar: Enter state, county, city, town, or zip code. -- Select a fact --

Navigation icons: CLEAR, TABLE, MAP, CHART, DASHBOARD, MORE

Table

All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
PEOPLE						
Population						
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
Population Estimates, July 1, 2021, (V2021)	45,491	255,735	404,208	11,989	7,031	332,031,554
Population estimates base, April 1, 2020, (V2022)	NA	NA	NA	NA	NA	331,449,520
Population estimates base, April 1, 2020, (V2021)	45,377	247,726	406,211	12,048	7,076	331,449,520
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	NA	NA	NA	NA	NA	0.6%
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	0.3%	3.2%	-0.5%	-0.5%	-0.6%	0.2%
Population, Census, April 1, 2020	45,373	247,726	406,211	12,050	7,091	331,449,281
Population, Census, April 1, 2010	37,060	183,182	425,790	11,756	6,913	308,745,538
Age and Sex						
Persons under 5 years, percent	3.7%	5.4%	5.7%	5.8%	3.2%	5.7%
Persons under 18 years, percent	28.8%	26.2%	22.3%	23.2%	18.5%	22.2%
Persons 65 years and over, percent	14.1%	14.1%	18.2%	16.4%	16.9%	16.8%
Female persons, percent	49.1%	50.6%	51.5%	55.6%	47.1%	50.5%
Race and Hispanic Origin						
White alone, percent	85.8%	88.0%	75.0%	93.0%	97.2%	75.8%
Black or African American alone, percent (a)	3.1%	4.4%	20.3%	1.6%	0.3%	13.6%
American Indian and Alaska Native alone, percent (a)	0.0%	0.3%	0.6%	0.0%	0.0%	1.3%
Asian alone, percent (a)	7.7%	5.4%	1.1%	0.5%	0.5%	6.1%

All Topics	Brentwood city, Tennessee ✓	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan ✗	Argentine township, Genesee County, Michigan	United States
Demographics						
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.1%	2	0.0%	0.0%	0.3%
Two or More Races, percent	3.0%	1.9%	3.1%	4.7%	1.4%	2.9%
Hispanic or Latino, percent (b)	3.5%	5.2%	3.9%	5.1%	2.1%	18.9%
White alone, not Hispanic or Latino, percent	83.6%	83.3%	71.8%	89.5%	96.7%	59.3%
Population Characteristics						
Veterans, 2017-2021	1,577	9,735	22,795	703	427	17,431,290
Foreign born persons, percent, 2017-2021	8.6%	7.8%	2.8%	1.7%	2.5%	13.6%
Housing						
Housing units, July 1, 2021, (V2021)	X	94,657	183,563	X	X	142,153,010
Owner-occupied housing unit rate, 2017-2021	90.8%	80.3%	70.5%	61.4%	93.9%	64.6%
Median value of owner-occupied housing units, 2017-2021	\$711,900	\$497,500	\$133,700	\$168,800	\$240,900	\$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	\$2,986	\$2,306	\$1,272	\$1,364	\$1,648	\$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	\$766	\$608	\$504	\$583	\$593	\$538
Median gross rent, 2017-2021	\$2,124	\$1,670	\$829	\$1,116	\$880	\$1,163
Building permits, 2021	X	2,980	510	X	X	1,736,982
Families & Living Arrangements						
Households, 2017-2021	14,550	85,311	164,905	5,025	2,657	124,010,992
Persons per household, 2017-2021	3.04	2.84	2.43	2.34	2.63	2.60
Living in same house 1 year ago, percent of persons age 1 year+, 2017-2021	91.2%	86.0%	87.9%	84.4%	92.0%	86.6%
Language other than English spoken at home, percent of persons age 5 years+, 2017-2021	10.1%	8.9%	3.9%	3.0%	2.4%	21.7%
Computer and Internet Use						
Households with a computer, percent, 2017-2021	97.9%	97.7%	90.8%	94.5%	96.9%	93.1%
Households with a broadband Internet subscription, percent, 2017-2021	97.1%	95.0%	83.7%	90.8%	91.8%	87.0%
Education						
High school graduate or higher, percent of persons age 25 years+, 2017-2021	98.3%	95.8%	91.2%	96.7%	95.6%	88.9%
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	75.6%	61.9%	22.2%	29.2%	28.1%	33.7%
Health						
With a disability, under age 65 years, percent, 2017-2021	3.0%	4.3%	13.7%	8.8%	9.5%	8.7%
Persons without health insurance, under age 65 years, percent	3.1%	7.1%	6.2%	8.9%	10.0%	9.8%
Economy						
In civilian labor force, total, percent of population age 16 years+, 2017-2021	64.5%	68.4%	57.9%	66.7%	61.9%	63.1%
In civilian labor force, female, percent of population age 16 years+, 2017-2021	56.3%	60.5%	54.3%	59.7%	60.8%	58.7%

All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Transportation						
Total accommodation and food services sales, 2017 (\$1,000) (c)	192,505	808,891	707,341	75,425	NA	938,237,077
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	968,503	2,141,352	3,165,657	70,669	D	2,527,903,275
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	182,711	414,318	457,204	3,356	NA	895,225,411
Total retail sales, 2017 (\$1,000) (c)	1,259,796	4,563,108	8,429,666	574,399	17,170	4,949,601,481
Total retail sales per capita, 2017 (c)	\$29,498	\$20,157	\$20,678	\$50,791	\$2,613	\$15,224
Income & Poverty						
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	26.0	27.8	26.6	30.7	38.5	26.8
Median household income (in 2021 dollars), 2017-2021	\$165,948	\$116,492	\$54,052	\$70,745	\$86,239	\$69,021
Per capita income in past 12 months (in 2021 dollars), 2017-2021	\$76,194	\$56,545	\$30,561	\$37,049	\$38,043	\$37,638
Persons in poverty, percent	2.6%	4.0%	16.3%	9.7%	5.8%	11.6%
BUSINESSES						
Businesses						
Total employer establishments, 2020	X	7,696	7,528	X	X	8,000,178
Total employment, 2020	X	134,020	119,084	X	X	134,163,349
Total annual payroll, 2020 (\$1,000)	X	9,105,963	5,137,721	X	X	7,564,809,878
Total employment, percent change, 2019-2020	X	1.0%	-1.2%	X	X	0.9%
Total nonemployer establishments, 2019	X	30,877	28,457	X	X	27,104,006
All employer firms, Reference year 2017	1,693	5,634	5,970	511	S	5,744,643
Men-owned employer firms, Reference year 2017	880	3,185	3,738	S	S	3,480,438
Women-owned employer firms, Reference year 2017	310	1,020	1,050	76	S	1,134,549
Minority-owned employer firms, Reference year 2017	169	551	499	S	S	1,014,958
Nonminority-owned employer firms, Reference year 2017	1,167	4,202	4,799	S	S	4,371,152
Veteran-owned employer firms, Reference year 2017	75	284	275	S	S	351,237
Nonveteran-owned employer firms, Reference year 2017	1,254	4,310	4,961	S	S	4,968,606
GEOGRAPHY						
Geography						
Population per square mile, 2020	1,103.7	425.0	637.8	1,811.8	204.6	93.8
Population per square mile, 2010	899.9	314.4	668.5	1,760.5	199.5	87.4
Land area in square miles, 2020	41.11	582.86	636.94	6.65	34.66	3,533,038.28
Land area in square miles, 2010	41.18	582.60	636.98	6.68	34.65	3,531,905.43
FIPS Code	4708280	47187	26049	2627760	2604903420	1

[About datasets used in this table](#)

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2021 5-year ACS Comparison Guidance](#) page.

Fact Notes

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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