8

Despite the almost exclusively "fraudulent narrative" of Attorney Virginia Lee Story, any gender based discrimination by the Court and Counsel (which were significant), Wife had voluntarily been our family's primary "breadwinner" for about a decade, since obtaining her professional license and over doubling her income. Despite Ms. Story's blatant lies, Husband is NOT a "computer genius" and could not even qualify for an entry level job in computers, unless having some friend who could open the door and train Husband. Wife's earning potential is at least 3x that of Husband as an MIT graduated, highly accredited, Licensed Professional Architect. Wife was our family's SOLE provider the last 3-years of marriage (by her choice).

It was never a "toxic marriage", it was a "toxic divorce" because she refused to act in good-faith. Plus "Trump Tax the Reform" on 1/1/2019 made ALIMONY no longer DEDUCTIBLE! So she waited for her boss to retire. (Known a year in advance.) Then SHE hired an ARMY!

mortgage payments that she has made since vacating the home in April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of the home be placed in the trust account of attorney for Wife until a distribution can be negotiated or further ordered from the Court.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her

Motion to Sell the Marital Residence and that she be awarded her attorney fees for having to bring

this Motion.

Wife was paying our mortgages because she was our family's only "breadwinner" during that short season. She provided a budget Respectfully submitted, whereby she alleged to be able to afford BOTH, along with the utilities, while paying me approximately \$1,000 per month for my consumables. Wife promised marriage counseling, going to church again together, trying to deal with our own issues while attempting to reconcile our marriage, etc... She even got an apartment near our home, so that we could "take turns" living in our home vs. the apartment, as well as to invite me over and "cook dinners" for us both, while sharing our pets. All of which she later refused.

The house was negotiated a hundred different ways, with me keeping it, her keeping it, us selling it, but never did I offer to render myself HOMELESS! Our last deal fell through because she refused to sign her OWN verbal agreement of paying me \$1,750 per month in ALIMONY, for a duration of 6-Years (plus my 50% equity), as advised was "FAIR" by a financial expert we hired.

We both got \$0 from this FORCED AUCTION. We lost \$250k from what WE had invested into the home ourselves, plus almost a decade of my hard work. Auctioned for \$300k, resold for \$550k, worth over \$800k TODAY! WE BOTH LOST EVERYTHING BY THESE SCAMS!

VIRGINIA DEE STORY, BPR #11700 KATHRYN YARBROUGH; BPR#

Attorney for Plaintiff/Wife 136 Fourth Avenue, South Franklin, Tennessee 37064

(615) 790-1778 virginia@tnlaw.org

Wife even said, in an openly recorded conversation (in the beginning), that she would pay for my legal counsel, but I didn't want to waste our equity if we could do things amicably. Ultimately she refused both.

THIS MOTION IS SET TO BE HEARD ON AUGUST 1, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION

I could have supported myself again, but MAY BE GRANTED WITHOUT A HEARING. not immediately or while trying to learn LAW & survive multiple legal ambushes. I needed some vocational rehabilitation and time to transition. Now Binkley/Story won't let me, because of a fraudulent OP for 6-YEARS to HIDE their CRIMES!

TESTIMONY EXPECTED

Plus, I no longer had my own Duplex/Home to return to (which almost paid for itself), but had invested everything into our marital residence. Because it was the house of HER dreams, and as a CERTIFICATE OF SERVICE better retirement investment for BOTH our premarital funds, after the 2008 market crash!

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail, facsimile, and email to Brittany Gates, Attorney for Husband, at brittany@gateslaw.com and 1616 Westgate Circle, Suite 116, Brentwood, TN 37027 on this the \ day of July 2019.

When it comes to Attorneys working "on behalf" of another, although Attorney Story was by far the "pack leader" and I believe the "mastermind" of these crimes, each licensed BAR Member who participated should share SOME culpability, responsibility and liability. KATHRYN L. YARBROUGH

Kathrupe & Harriers VIRGINIA LEE STORY

HARD to BELIEVE, I know, that was their plan, but its TRUE!

RPC 3.4(b)(c)(f)(g), 4.1, 8.3(a)(b), 8.4(a)(c)(f), in addition to any potential criminal actions, being a party to the Conspiracy Against my Rights and Property, Financial Exploitation, ADA Violations, etc... We are not under "martial law" where anyone can claim they were acting under the direct orders of another, thereby relieving any personal responsibility to act lawfully and ethically. They "reasonably knew" or "reasonably should have known" what they were participating in. This collusion, accomplice, conspiracy, caused far more devastating damages and exploited my (human and ADA) inability to "multitask" and defend myself quickly enough, by superseding the rate at which Attorney Story could harm me on her own. I was held to a standard by Binkley/Story of a seasoned licensed Attorney. At least those involved could be held to a standard of being adults, having common sense, knowing the RPC, and ethically caring and respecting their Oaths.

# IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FAWN FENTON, Plaintiff/Wife,	) FILED FOR ENTRY 8-14-19 No. 48419B	
vs.	No. 48419B	
JEFFREY RYAN FENTON, Defendant/Husband.	) RECEIVED BY ) Judges' Chambers Date: 8-1-19 des	7

# EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION

This matter came on to be heard on the 1st day of August, 2019, before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Motion to Sell the Marital Residence by Auction and upon Ex Parte Order of Protection. It appearing to the Court based upon arguments of counsel, exhibits introduced and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED**, **ADJUDGED** and **DECREED** that the parties have reached an agreement to extend the Ex Parte Order of Protection pending final hearing in this cause. Husband shall remain under the Ex Parte Order and is enjoined and restrained from contacting Wife for any reason or from coming about her person. The Ex Parte Order of Protection shall remain in full force and effect and is extended pending further Orders of this Court and the hearing date is waived. Wife likewise is enjoined and restrained from contacting Husband for any reason or from coming about his person.

The Motion to Sell the Marital Residence by Auction is granted and the same shall be auctioned within 45 days from the date of August 1, 2019. Counsel for Husband and Wife will select a professional auctioneer as soon as possible so that the auctioneer can visit the property and market the sale in a fashion to obtain the best price possible for the home. The auctioneer shall prepare the property and market it for sale with the intent to obtain the highest sales price and most

favorable terms possible in the parties' best interests. This property shall not be advertised as a desperation sell and the parties will rely on the auctioneer's recommendation, whether an estate sale or other means of marketing, to obtain a fair market price. The auction will be without reserve. Husband is enjoined and restrained from interfering with preparation of the home for auction, the auction or stalling the sale in any manner, either directly or indirectly. The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1, 2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property. The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction. The net proceeds of the sale of the real property and the personal property shall be deposited into the Chancery Court Clerk's office and placed in an interest-bearing account on behalf of the parties. If either party needs funds from the equity prior to the Final Hearing in this cause or Agreed Order, then he or she may file a Motion with the Court to receive a portion of the funds which will be allocated against their respective share of the marital estate. Husband will notify his tenants to vacate the home on or before August 30, 2019.

All other matters are reserved pending further Orders of this Court.

ENTERED on this

AUGUST 6, 201

,2019, NUNC PRO TURE I

MICHAEL W RINKLEY JUDG

Michael W. Binkley Circuit Court Judge/Chancellor 21st Judicial District, Division III

#### APPROVED FOR ENTRY:

VIRGINIA LEE STORY; BPR #11700

Attorney for Plaintiff/Wife 136 Fourth Avenue South Franklin, TN 37064 (615) 790-1778

virginia@tnlaw.org

CHARLES M. DUKE; BPR #23607

Attorney for Defendant/Husband

LAW OFFICE OF CHARLES M. DUKE, LLC

1200 Villa Place, Suite 201

Nashville, TN 37212

(615) 541-1842

marty@mdukelaw.com

MITCHELL MILLER; BPR #36126

Attorney for Defendant/Husband SCHAFER LAW FIRM, PLLC 1200 Villa Place, Suite 200

Nashville, TN 37212

(615) 712-6394

mitchell@schaferlawfirmtn.com

## CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent by email and/or first-class mail to Charles M. Duke and Mitchell Miller, Attorneys for Husband, and Virginia Lee Story, Attorney for Wife, at their respective addresses, on this \_\_\_\_\_ day of August, 2019.

CLERK

RECEIVED BY
Judge Jamban
Date 8 - 10 - 10
Judge Claimbers Date 8 - 29 - 1901

R.v3 (381-383)

# IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

FAWN FENTON,	)	2019 AUG 29 PH 2: 34
Plaintiff/Wife,	)	Q-70-1G
	)	No. 48419B FOR ENTRY 8-29-19
VS.	)	No. 48419B
	)	
JEFFREY RYAN FENTON,	)	
Defendant/Husband.	)	

## ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, RESETTING MOTION FOR VIOLATION OF ORDER OF PROTECTION, WAIVING MEDIATION AND SETTING FINAL HEARING, ORDER TO VACATE AND ORDER ALLOWING WIFE TO SIGN ALL NECESSARY CONTRACTS TO COMPLETE THE SALE OF THE MARITAL HOME AND CLOSING

This matter came on to be heard on the 29th day of August, 2019 before the Honorable

Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County,

Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain

for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based

upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as

FYI... my opposing counsel (Virginia Story) WROTE

a whole that the following shall be the Order of this Court. this "Order". This does NOT match "the record as a whole". Please compare the 8/1 & 8/29 Transcripts!

It is therefore ORDERED, ADJUDGED and DECREED that the Husband was again

- advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone! an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se.
- The Motion for Violation of the Order of Protection will be continued pending further Orders of
  The "OP" meant NOTHING but LEVERAGE! ALL they wanted was MY HOUSE and ME OUT of it!
  the Court as Husband had filed a very lengthy response on the morning of the hearing being
  The alleged "Order of Protection" was just used (and still is) for EXTORTION, to BIND and SILENCE me!
  August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final
- Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date, to Waive Mediation in this cause is appropriate and the same is granted. the results of our Auction & "OP".
- AT NO TIME did I understand this to involve the END of our DIVORCE, as we hadn't even BEGUN DISCOVERY yet, which I spent over an hour on the phone with my last counsel to learn how to navigate myself. (Call is recorded as proof!) PLUS Attorney Story had granted my Counsel an EXTENTION (which I have evidence of) on filing the "Divorce Answer and Counter Complaint", so that she could focus on her primary agenda, which was TAKING MY HOUSE!

SO much HORRIBLE FAITH, dishonesty, deceit, bullying, legal trickery, discrimination, bias, all GAMES with NO regard for JUSTICE, that ALL PLEADINGS must do SUBSTANTIAL JUSTICE, with NO RESPECT for ANY RULE OF LAW or my LIFE!

The Ex Parte Order of Protection shall remain in full force pending further hearing in this cause set for October 21, 2019 at 9:00 a.m. The form "Order Extending Ex Parte/Temporary Order of Protection" shall be executed and forwarded to the appropriate authorities.

- Husband signed the listing agreement for the martial home with the Auctioneer,

  FORCED TO SIGN BY JUDGE BINKLEY, UNDER THE THREAT OF INCARCERATION, without even READING IT!

  Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts

  Afterwards I NOTIFIED everyone, that I was FORCED to SIGN under DURESS. I Canceled the Listing: NULL & VOID!

  to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN

  YET Mr. Tommy Anderson said he was AUCTIONING MY HOME regardless! To do whatever I want! Unethical and illegal!

  37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The

  JUST FIVE-DAYS NOTICE!
- Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!) vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton
- filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with
  This is FALSIFYING COURT RECORDS, a FELONY in TN! I EMAILED Attorney Story the TRUTH the Night Before!
  the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for \$1,000
  To CORRECT her "misunderstanding", in hopes of avoiding MORE theatrical FRAUD UPON THE COURT, to DISRUPT!
  and that he had sold a commercial dehumidifier which was at the marital residence for \$2,500.
  SHE smiled at me, LIED ANYWAY, to enrage the Judge, then WROTE THE FRAUD directly into the COURT RECORDS!
  These amounts will be accounted for at the Final Hearing and any other property sold will also be
  The next day, I saw the Court Order, I called the Court to try to correct. Emailed Ms. Story, then she LIED to me AGAIN!
  addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall
  FRAUD UPON THE COURT BY OFFICER(S) OF THE COURT Binkley signed the INCORRECT/FALSIFIED Order!
  tag all items that he would like the Court to consider to be awarded to him. Any items that he does
  PURELY to FURTHER ABUSE me, "under color of law". That's when I lost ALL Respect for Ms. Story and her CRIMES!
  not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife
  ACTUALLY, according to the 8/1 Court Order,
  - has tagged the items that she would request to be awarded when she conducted the walk through This was supposed to be completed by 8/11/2019, but WASN'T until 8/23/2019. Costing me a loss of thousands of dollars! pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14, Because the Court had evicted my TENANTS, I had no money to MOVE, so the Court allowed me to SELL what was MINE. 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45
- 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45 But my Counsel strongly urged that I NOT SELL ANYTHING until AFTER the "10-Day Walk-through." Since it was done days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.
  - So LATE, I had no TIME to SELL anything that was MINE, to fund my MOVE. When I returned, much had been STOLEN!
    "Court Orders" (and LAWS in general) were only WEAPONS they used against ME. Ms. Story showed NO CARE for either.

R.v3 (381-383)

All other matters are reserved pending further Orders of this Court.

ENTERED on this 29 day of Keeper 2019.

APPROVED FOR ENTRY:

VIRGINIA LEE STORY: BPR #11700

Attorney for Plaintiff/Wife 136 Fourth Avenue South Franklin, TN 37064 (615) 790-1778 virginia@tnlaw.org

Michael W. Binkley Circuit Court Judge/Chancellor 21st Judicial District, Division III

## CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.

VIRGINIA LEE STORA

## CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027, and to Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 2 day of \_



# LOCAL RULES OF PRACTICE TWENTY-FIRST JUDICIAL DISTRICT HICKMAN, LEWIS, PERRY AND WILLIAMSON COUNTIES

# RULES OF THE CIRCUIT AND CHANCERY COURTS FOR THE TWENTY-FIRST JUDICIAL DISTRICT

Adopted Effective September 1, 2004 As Amended Through September 1, 2017 And Further Amended March 1, 2019

#### INTRODUCTION

**JUDGES.** The 21<sup>st</sup> Judicial District embraces Hickman, Lewis, Perry, and Williamson Counties. All Judges of the 21<sup>st</sup> Judicial District have full civil and criminal jurisdiction therein and are assigned areas of responsibility by the Presiding Judge.

**CLERKS.** Each county within the District has a Circuit Court Clerk and a Clerk and Master with powers and duties prescribed by statute for such offices generally. The Clerk and Master is also clerk of the Probate Division of the Chancery Court.

PRO SE Parties are NOT Allowed to Participate in this "Proposed Order" / "Agreed Order" / "Alternate Proposed Order" Process, in the 21st Judicial District in Tennessee (though allowed in other Tennessee Judicial Districts). Which means that your highly skilled opposing counsel, who already has a tremendous advantage over most Pro Se litigants, literally gets to WRITE THE COURT ORDERS AGAINST YOU! (With little IF any Accountability or Supervision!) This is DISCRIMINATION against PRO SE and financially disadvantaged people as a matter of COURT POLICY! By the Court's own "LOCAL RULES OF PRACTICE"! This is completely inappropriate, fosters misconduct, and must be changed for the Court to ever claim to honestly be impartial!

### Rule 11. Orders and Judgments

#### Section 11.01 Preparation and Submission

Unless the court directs otherwise, attorneys for prevailing parties will prepare proposed orders for entry by the court and shall file such proposed orders not more than seven (7) days following the day on which the ruling is made by the court. If the proposed order submitted reflects that it has been approved for entry by counsel for all parties, then the court will take action promptly to enter such proposed order, or, at the court's discretion, enter the court's own order with respect to the ruling. If the proposed order does not reflect that it has been approved for entry by counsel for all parties, then the court will take no action to enter such proposed order for seven (7) days after receipt of the proposed order to afford counsel for the opposing party to submit an alternative proposed order. If the opposing party submits an alternative proposed order, the court shall undertake promptly to enter either the original proposed order, the alternative proposed order, or the court's own order with respect to the ruling. All of the time periods in this section may, for good cause, be extended by the court.

A party's approval for entry of a proposed order, which does not by its express terms state that it is an agreed order, shall not be construed as anything other than the party's agreement that the proposed order accurately reflects the court's ruling on the particular matter and shall not be construed to imply that party's agreement with or consent to the ruling set out in the proposed order.

[Adopted Effective September 1, 2004; Amended Effective September 1, 2010; Further Amended December 1, 2014].



**Tommy Anderson Broker & Auctioneer** TN Lic. #254363 Office: (615) 297-7711

**EXCLUSIVE AUCTION LISTING** 

421 East Iris Drive, Suite 300 Nashville, TN 37204

www.hndrealty.com

The condition: "For so long as Mortgages are covered." was NOT on this CONTRACT Cell: (615) 969-5819 Fax: (615) 297-7184 Email: tom@tommyanderson.us

when I signed it. (You can SEE that it is NOT on my Ex-wife's Contract.) It was ILLEGALLY added to the contract AFTER I SIGNED IT.

Firm Lic.# 255602 TN FL #6200

	I, we, Owners	/Sellers, hereby aut	thorize and give HND A	AUCTIONS	LC the exclusive rig	ht to sell the	RL SILAIA	WEIDE DR
There was no	DIVORCE DECE	PEF vet We hadn't	even begun DISCO\	VERY	DILL HIVE	DOENT	LOON TO	1 27577
			or talked about our Di	ivorce!	SUNNYSIDE	E ESTAT	ES SECT	10N3
AS PER	DIVORCE	DECREE #	484 19B		WILLIAM	SON CO	DUNTY	TW.
					SEPTEMBE			
THIS PROPER	TY IS TO BE SO	OLD AT ABSOLUTE	E AUCTION WITH N					e the bid or
initiate or alloy	w initiation of any	situation damaging	or impeding the norr	mal progre	ssion of bidding be	fore or during	the auction.	/
I, we,	authorize HND Al	JCTIONS LLC to ac	cept deposit on pur	rchase pri	ce and to execute	a pinding con	tract of sale for	or \
owner(s) seller	r(s). It is further ap	greed that when pro	operty is sold, seller	will furnis	n acceptable title in	subarice, dee	d and closing s	tatement on
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NA	plus \$ 3	3500 00	for sale expense. The	e term "sa	e expense" as herei	n defined, sha	Il mean: the lar	gest portion of
monies allocate	ed herein shall be for	or advertising said p	roperty for sale; howev	ver, seller	grees that a portion	of the sales ex	pense may be u	sed for other
			cessary by the Auction					
			rtising schedule is star					
pay sale expen	se for 30 days from	n billing, seller agree	s for Auction Compan	y to place	a recorded lien on the	ne property wh	ich will show on	the title until
paid. The lien w	vill bear bank rate o	of Interest at time of	recording.					
HND A	AUCTIONS LLC will b	e held harmless, by	the seller, for actions	of compan	ies or persons it mus	st deal with in i	ts normal mann	er
-	preparation and co	•						
			sale by owner, agent,					
	cash commission	on the whole purch	ase price of said prop	erty. After	auction advertising	has begun, th	e property will s	sell by auction
method only.								
			AUCTIONS LLC with acc			o the sale of re	al property prio	rto
		And the second of the second of the second	tion shall be made to	and the state of t				IOTIONIC LL C
			ay, in addition to the	otner sale	expense, tent, set u	p, and survey	COSTS IT HND AL	ICTIONS LLC
	are necessary for		ormation which could o	offoot the	transfer of sole of t	his property		
			nts, restrictions, lease				hrance	
			okers or legal counsel,					v is not in the
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COMMENTS:	A 60/0 B	IVERS PRE	MIUM PAID	AD	DED TO FI	NAL BIT	TO AR	RIVE AT
CONTRA	TCT PRIC	E- DIVI	MIUM PAID DED EQUAL	1/4 3	70-370 W	ITH MS	ARTHUR	- SANDERS
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			ntees or warranties b			agreement, ei	ther expressed	or
implied, other t	han those set out h	ierein. Seller has rea	ad and received a copy	y of this ag	reement.			
	$\bigcirc$	0-0-1-1						
	(A)	Seller's init	jai	,	DATE:_			
SELLER(S) NAT	ME(S) PRINT : F	-AWN	FENTON	/JE	FFRY R.	FENTE	M	
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SELLERS AUT	HORIZATION (D)			SELL	ERS AUTHORIZATIO	N	7	
MAILING ADD					ING ADDRESS	//	4	
			<b>COURT ON 8/29/20</b>					
			LEGAL anywhere in t					
			this contract under				it! Hence my :	signature was/is
/OID! Further	emphasizing that	t this "Listing Agr	eement" is canceled	d. withdra	wn, terminated, in	nmediately!		

I explained that I know "LISTING AGREEMENTS" are NOT binding upon a PROPERTY OWNER (except possibly for the broker's fees or losses to date), until there is a fully executed "PURCHASE AND SALE AGREEMENT", which has been acknowledged as received by all parties. Tommy Anderson told me to contact or do whatever I want. That the Auction would take place as planned, regardless. (Nobody cared that it was basically FORGED - they used it anyways!)

My Ex-wife was authorized to sign the CLOSING DOCUMENTS, but NOT the LISTING AGREEMENT! While TN Law says that the COURT CLERK should sign it rather than COERCING an unwilling party. I believe that triggers a "Redemption Period", they were coercing me to avoid. After reading the fraudulent Court Order written by Attorney Virginia Lee Story, she "colored" it as if I had VOLUNTARILY chosen to DISCARD my HOME and RELOCATE to MICHIGAN! FALSE!



**Tommy Anderson** Broker & Auctioneer TN Llc. #254363

Office: (615) 297-7711 Cell: (615) 969-5819 Fax: (615) 297-7184 Email: tom@tommyanderson.us

## **EXCLUSIVE AUCTION LISTING**

421 East Iris Drive, Suite 300 Nashville, TN 37204 Firm Lic.# 255602 TN FL #6200

www.hndrealty.com

I, we, Owners/Sellers, hereby authorize and give HND AUCTIONS LLC the exclusive right to sell the

REAL property known as HOME AND LOT: 1986 SUNNYSIDE DR.

BRENTWOOD, TN. 37027

SUNNYSIDE ESTATES, SECTION 3

WILL LAMERAL CONLAITY

AS DER DIVOPEE DEODEE # 401 19B

113 TEN OFFICE PECKET TO 1824 170	WILLIAMSON COUNTY, IN.
WITH	
THIS PROPERTY IS TO BE SOLD AT ABSOLUTE AUCTION WITH NO	
initiate or allow initiation of any situation damaging or impeding the normal I, we, authorize HND AUCTIONS LLC to accept deposit on purcha	
owner(s) seller(s). It is further agreed that when property is sold, seller will	
all Real Estate.	ruman acceptable title insulance, deed and closing statement on
COURT AUCTION WITHOUT	RESERVE
	45H TO SELLER, TO BE APPROVED
BY COURT. BANK FINANCING TO PUT	ILIC IF ARRANGED WITH FEM BANK
BILLY WINFREE, 10% DOWN AT AUCT	LON CLOSE WITHIN 30 DAYS OF SALE
I, we, will pay HND AUCTIONS LLC a commission of SEE	rm "sale expense" as herein defined, shall mean: the largest portion of
monies allocated herein shall be for advertising sald property for sale; however,	seller agrees that a portion of the sales expense may be used for other
expenses directly related to the auction as deemed necessary by the Auction Co	ompany. Seller further agrees to pay the full amount of sale expense as
set out above. The sale expense is still due, after advertising schedule is started	f, if the sale is canceled for any reason or falls to close. If seller fails to
pay sale expense for 30 days from billing, seller agrees for Auction Company to	place a recorded lien on the property which will show on the title until
paid. The lien will bear bank rate of interest at time of recording.  HND AUCTIONS LLC will be held harmless, by the seller, for actions of or	omagning or pareons it must deal with in its normal manner
of advertising, preparation and conducting the sale.	companies of persons it must deal with it its frontial mariner
This is an exclusive right to sell. In case of sale by owner, agent, or	any other party before auction advertising has begun, said Company
will receive full cash commission on the whole purchase price of said propert	y. After auction advertising has begun, the property will sell by auction
method only.	4.1.6
Seller will be responsible for furnishing HND AUCTIONS LLC with accuradvertising in order that a true and accurate presentation shall be made to the	
On real property auctions, Seller agrees to pay, in addition to the oth	
determine they are necessary for a successful sale.	
Seller will furnish prior to advertising, all information which could effe	
such as information regarding all mortgages, easements, restrictions, leases, restrictions, restrictions	
best interest of any party to this agreement, this listing can be voided by the Au	termines that an auction sale of the above listed property is not in the
COMMENTS: A 60/0 BUYERS PREMIUM PAID.	ADDED TO FINAL BID TO ARRIVE AT
CONTRACT PRICE - DIVIDED EQUAL!	V 3%-3% WITH MCARTHUR-SANDERS
REALTY, PAT MAPLIN, REALTOR / AUCTIOS	VEEP.
Seller understands that there are no guarantees or warranties by F	IND AUCTIONS LLC to this agreement, either expressed or
implied, other than those set out herein. Seller has read and received a copy of	
6 W/	5.00
Seller's initial	DATE:
SELLER(S) NAME(S) PRINT : FAWA FENTON /	JEFFRY R. FENTON
11/ 1/ : : : : : : : : : : : : : : : : :	
Alty Virginia Story	this: Charles Duke - Mitchell Miller
SELLERS AUTHORIZATION @ JULY SULLANDON	SELLERS AUTHORIZATION
MAILING ADDRESS _	MAILING ADDRESS
CITY, ST, ZIP, BRENTWOOD TN 37027	CITY, ST, ZIP
PHONE: (1015) - 7377	PHONE:
SELLERS AUTHORIZATION	SELLERS AUTHORIZATION
MAILING ADDRESS	MAILING ADDRESS
CITY, ST, ZIP	CITY, ST, ZIP
PHONE:	PHONE:
•	

## Tenn. Code § 39-16-507

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

- (a) A person commits an offense who, by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness to:
  - (1) Testify falsely;
  - (2) Withhold any truthful testimony, truthful information, document or thing; or
  - (3) Elude legal process summoning the witness to testify or supply evidence, or to be absent from an official proceeding to which the witness has been legally summoned.
- (b) A violation of this section is a Class D felony.
- (c) A defendant in a criminal case involving domestic assault, pursuant to § 39-13-111, or a person acting at the direction of the defendant, commits an offense who, by any means of persuasion that is not coercion, intentionally influences or attempts to influence a witness or prospective witness in an official proceeding to:
  - (1) Testify falsely;
  - (2) Withhold any truthful testimony, information, document, or evidence; or
  - (3) Elude legal process summoning the witness to testify or supply evidence, or to be absent from an official proceeding to which the witness has been legally summoned.
- (d) A violation of subsection (c) is a Class A misdemeanor and, upon conviction, the sentence runs consecutively to the sentence for any other offense that is based in whole or in part on the factual allegations about which the person was seeking to influence a witness.
- (e) Nothing in this section shall operate to impede the investigative activities of an attorney representing a defendant.

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

T.C.A. § 39-16-507

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

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

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

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

## Tenn. R. Sup. Ct. 3.4

Rule 3.4 - Fairness to Opposing Party and Counsel

#### A lawyer shall not:

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

Tenn. R. Sup. Ct. 3.4

Comment

From: Jeff Fenton

Sent: Monday, September 23, 2019 3:11 AM

To: elaine.beeler@tncourts.gov; lisa.marsh@tncourts.gov
Cc: Virginia Story; Heidi Macy; Kathryn Yarbrough

Subject: FW: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT

WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER

READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Importance: High

## Ms. Beeler,

Please forward this email to Chancellor Binkley. If he doesn't have email, then please print this out and deliver it to him. I'm not sure how your communications work at the court house, but I read somewhere in the code about directly communicating with Judges, even in an ex parte capacity when needed. However, since Ms. Story is copied on this email, this should not be considered an ex parte communication.

I'd simply prefer that Chancellor Binkley have an opportunity to read my words as written by me, before Ms. Story has a chance to twist them into an even more horribly offensive lie again.

Thank you very much mam!

Jeff Fenton Docket: #48419B

From: Tommy Anderson <tom@tommyanderson.us>

Sent: Saturday, September 21, 2019 6:10 AM

To: Jeff Fenton

**Cc:** Pat Marlin <pmarlin@mcarthursanders.com>; lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov; Virginia Story <virginia@tnlaw.org>

Subject: Re: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Jeff,

The Absolute Auction is next Saturday September 28th at 10am. Feel free to contact anyone you wish. Our name & reputation in Nashville and all of Williamson County is stellar.

Sincerely,

Tommy Anderson, Broker

From: Jeff Fenton

Sent: Saturday, September 21, 2019 3:33 AM

To: Tommy Anderson <tom@tommyanderson.us>; pmarlin@mcarthursanders.com

Cc: lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov

**Subject:** SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Importance: High

## Mr. Anderson and Mr. Marlin,

So what price range do you realistically estimate that our house would sell through at? And what range would that make our net sales price?

I'm sure that Bancorp South is interested in the idea, because they will most likely get wiped-out in a foreclosure, being in second place. BUT my main concern is how much money and I can expect (if any) to put into OUR pockets, after it is all done and said?

So yes, I understand how this will benefit BCS, and how it will benefit by not being sued later by BCS, but no one has yet given me a clue how this auction, rendering me homeless, and throwing away a few HUNDRED GRAND of MY net worth, toward my quality of life now, as well as my retirement, along with nearly a decade of hard work, and my entire ROTH IRA retirement savings accounts, which were liquidated for the down payment on Sunnyside, will in ANY way benefit ME?

Without me having at least some realistic projections (that I believe are plausible), which are somewhat satisfactory to me, at least meeting the bottom-end of my basic needs, I will NEVER sign a sales contract. At the same time, let me NOTIFY you herein, that your LISTING AGREEMENT which I signed in court under extreme duress, was coerced illegally, without me EVER HAVING EVEN READ THE DOCUMENT, STILL TO THIS DAY, nor with the court allowing me the opportunity and time to do so, then and there upon demand. (I NEVER read it, because I NEVER planned to sign it, and I didn't believe that ANYONE had the authority to DEMAND that I SIGN MY NAME to something which I DO NOT AGREE WITH or CONSCENT TO! Which is the entire purpose behind SIGNING any DOCUMENT!) IF the court has the authority and the desire to FORCE the sale of MY HOME, regardless of my wishes, then let the JUDGE sign the Listing Agreement HIMSELF, or to order that MY HOME be sold without my signature, leaving me out of the transaction all together! No disrespect intended to the court or the Judge, but I never expected for a Judge to coerce and yell at me to commit an illegal act, in a court room, under the threat of incarceration, ENTIRELY based upon the OUTRAGEOUS LIES of Ms. Story, which for some reason Chancellor Binkley chose to believe without question. Ms. Story could have just as well been sitting at the bench, while cracking a whip at me!

Consequentially, your LISTING AGREEMENT with my coerced signature under extreme duress, without even having been allowed time to read your document, you are HEREIN NOTIFIED is now and forever declared NULL/VOID/CANCELLED and NEVER legally existed in the FIRST PLACE! Should you choose to move forward with this listing and auction anyways without my express permission AFTER the date of this email, coming directly from me, (by NEGOTIATION NOT FORCE), then I will be forced to pursue every legal remedy available to me, against your company, both collectively and individually, including complaints to the Real Estate Commission, and other agencies focused on professional accountability and consumer protections, along with the traditional court systems.

Anyhow, I expressly REVOKE my signature on that listing agreement, and declare it cancelled, never legally executed, null and void, as I am now clearly notifying you.

## Case 1:23-cv-01097-PLM-RSK ECF No. 25-8, PageID.3088 Filed 01/19/24 Page 16 of 33 While despite what lies which Ms. Story will probably tell you, the court order DOES NOT give AUTHORITY to sign the LISTING AGREEMENT for me (hence the Judge velling at me and threatening me to sign it). The court ONLY gave permission to sign any subsequent documents for closing, without me. (Because "logistically it could be difficult with me in Michigan" she declared in court, while that is done in title companies EVERY DAY, across the Country! (She just wanted CONTROL over the process after I signed the listing agreement, not expecting for me to stand-up for my rights, and challenge both HER and the Judge's actions during that portion of our hearing.) Hence as explained, my signature was coerced illegally (EVEN IF BY A TRIAL COURT JUDGE), and will NOT stand-up to both documented and recorded scrutiny, in the eyes of the Tennessee Real Estate Commission, nor in the eyes of any Appellate Court, whether on a State or Federal level, which is where this is going next, should it be sold despite my expressed demands that it NOT BE! I wish you both the BEST in your professional futures! Sincerely, Jeff Fenton 1986 Sunnyside Drive Brentwood, TN 37027 From: Tommy Anderson <tom@tommyanderson.us> Sent: Friday, September 20, 2019 11:18:24 PM

To: Jeff Fenton

Subject: Re: 11x17 (Ledger) & MARGIN.pdf

It all works well Jeff. My family has been having successful Real Estate Auctions for over 65 years. My dad is Clive Anderson, retired Auction license #1 in the State. Yes it will be on MLS and it is listed nationwide on Proxibid. I have filing cabinets full of closing statements for satisfied customers. We obtain near 90% of Zillow value and that of reasonable list price. I have talked to Bancorp South attorney already. It will sell well.

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer

HNDAUCTIONS.COM

From: Charles M. Duke <marty@mdukelaw.com>

Sent: Monday, August 5, 2019 6:39 PM

To: Jeff Fenton
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Categories: 4-Email: Important Information

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.

Marty

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]

**Sent:** Monday, August 05, 2019 5:36 PM

To: Charles M. Duke Cc: Mitchell Miller

Subject: RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

## JEFF FENTON

#### METICUL DUS. TECH

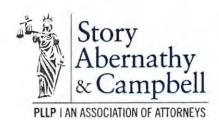
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Virginia Lee Story virginia@tnlaw.org

Joanie L. Abernathy joanie@tnlaw.org

Neil Campbell 'neil@tnlaw.org

Kathryn L. Yarbrough kyarbrough@tnlaw.org

Of Counsel: James E. Story,\* Attorney at Law

Marissa L. Walters Paralegal/Associate Attorney marissa@tnlaw.org HISTORIC DOWNTOWN FRANKLIN, TENNESSEE 136 Fourth Avenue South Franklin, TN 37064

OFFICE (615) 790-1778 FAX (615) 790-7468

\*Licensed in Kentucky

September 16, 2019

Via Email

Mr. Jeffrey Fenton

Email:

In Court on 8/29/2019 (transcripts hidden in R.v4 (pages 495-523), Ms. Story INSISTED that I leave my Personal Property, at the residence for FALSE, fraudulent, and unsubstantiated reasons. Now, under false claims, having only had FIVE-DAYS NOTICE of a wrongful eviction, that SHE INSISTED upon in Court on 8/29, as I tried to meet her OUTRAGEOUS DEMANDS that I TAG every item I wanted to KEEP (nearly EVERYTHING I OWNED, which is WHY I OWNED IT). As I tried to assist my elderly disabled roommate/tenant, who ended-up HOMELESS as a result of her demands during my 8/1/2019 hearing, illegally ignoring his leasehold RIGHTS! Now Ms. Story is insatiably trying to EXTORT thousands of Dollars from my meager elderly mother, knowing that Ms. Story already TOOK my INCOME, my SHELTER, my SAVINGS, leaving me BROKE, HOMELESS, and DESTITUTE!

Via First Class Mail

Fawn Fenton vs. Jeffrey Ryan Fenton Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

Re:

Once Ms. Story obtained possession of my home, she reneged upon every commitment made during the 8/29/2019 hearing in Chancery Court.

My client was at the house over the weekend and has indicated that you left the house in a mess despite you having known since August 1, 2019 that the property would be auctioned. The costs for cleaning out the house and moving the items that you have tagged per the Court Order to storage will be in excess of \$2,000. Please send a check payable to Fawn Fenton noted for moving and clean up to my office address. I will provide you with each invoice so you have an accounting of actual costs.

Attorney Story said in Court on 8/29 that all expenses would be paid out of the proceeds from the auction (which hadn't even taken place yet).

If I do not receive a check from you in the amount of \$2,000 by Friday, September 20, 2019, we will have to sell the remaining items in the house and then dispose of the items that cannot be sold. Any proceeds from items sold will be deposited into the Clerk's office for distribution after payment of the costs.

This letter was dated and postmarked on 9/16/2019, while she is DEMANDING these funds by 9/20/2019, the day it reached Michigan.

As for the items you have tagged and for which you will send the \$2,000 advance by Friday, September 20, 2019, for the movers and clean up, please make the arrangements for a storage unit. This will need to be done by Thursday, September 26, 2019. Send me the name of the storage location and unit number with verification that the amount has been paid in advance so that when the movers arrive there are no snags.

Per Ms. Story's own fraudulent Ex Parte "Order of Protection", if I still had possession of my firearms, I would have GONE TO JAIL!

Finally, we did not locate any guns in the house. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all types, manufacturers, and models.

I see this being for absolutely NO reason other than BLOOD LUST! Wanting to forcefully TAKE and LIQUIDATE every single thing I owned!

Virginia Lee Story Attorney at Law

cc: Ms. Fawn Fenton

This is how abusive, heavy-handed, and bullying Attorney Virginia Lee Story treated me throughout every action in this mass deprivation of rights and property, without so much as HEARING my DEFENSE, while Judge Michael W. Binkley enabled and empowered her every cruel, savage, inhumane, and criminal actions. While neither showed any care for the Rule of Law, their Oaths of Office, either State or Federal Constitutions, the Judicial Canons, or the Rules of Professional Conduct! Ms. Story's actions are even in violation of BASIC INTERNATIONAL HUMANITARIAN LAWS!

williamsoncountyattorneys.com

\* Rule 31 Family Law Mediator



Virginia Lee Story virginia@tolaw.org

Joanie L. Abernathy Joanie@tolaw.org

Neil Campbell neil@mlaw.org

Kathryn L. Yarbrough kvarbrough@tnlaw.org

Of Counsel: James E. Story, Attorney at Law

Marissa L. Walters

HISTORIC DOWNTOWN FRANKLIN, TENNESSLE 136 Fourth Avenue South Tranklin, TN 37064

OTTICE (615) 790 1778 FAX (615) 790 7468

Luciand or Kentucks

September 26, 2019

Via First Class Mail and E-Mail

Mr. Jeffrey Fenton 17195 Silver Parkway, #150 Fenton, MI 48430

Re: Fawn Fenton vs. Jeffrey Ryan Fenton
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

OH WOW!!! This just doesn't STOP! Judge Michael W. Binkley refused to perform his JUDICIAL DUTY to equality, impartiality, fairness, due process, mitigating loss, and stopping CRUEL MISCONDUCT by a FRIEND! (This was a DIVORCE, can I possibly LIVE through this?)

To follow up on correspondence sent to you on September 16, 2019, we never received any information on a storage unit you would like to use to store the extensive list of items you wish to retain from the Sunnyside residence. Therefore, Ms. Fenton took it upon herself to obtain a quote from Fox Moving and Storing to have these items packed, moved and stored. **The quote is attached hereto.** As you can see, the cost for packing only your personal items (i.e. remaining clothing, photos, etc.) is \$639.00. The cost for moving the larger items and your personal items is \$2,895.00. This would include moving the items to Fox's storage facility in Nashville. The cost to store these items in their storage facility would be approximately \$495.00 per month. Finally, to have all of these items packed and moved to Michigan, the cost would be over \$6,000.00.

At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you if you want to use any proceeds you received to have your items shipped. It is our position and that of Mr. Anderson's that the entire value of the remaining contents of the home is only approximately \$3,000.00, therefore the cost to move and store these items far outweighs their worth. However, if you would like for the items to be packed and stored in the Fox storage facility in Nashville then you will need to send a check to my office in the amount of \$3,534.00 no later than next Wednesday, October 2, 2019, made payable to Fawn Fenton and she will schedule the movers and the storage facility for one month until you decide if you want to have the items moved to Michigan. The only other option is to have the remaining property sold and any proceeds will be placed in the Clerk & Masters office for distribution at a later date. We will go ahead and file a Motion with the Court to sell or otherwise get rid of all remaining items in the home in the event that you do not agree to pay the cost for packing, moving and storing the items that you wish to retain.

Then it doesn't SOUND like you FORCED me to LEAVE my Personal Property behind so that you can SELL it for any quasi-legitimate reason, but rather just to CRUELY HARM the disabled and financially disadvantaged party, EVEN MORE! PURELY for the DOMINATING POWER-TRIP, and FUN! That's WORSE than being GREEDY! That is SICK and SADISTIC! (Yet there's more still to come...) Is there any INTEGRITY at all within the Williamson County Chancery Court??? I can't see HOW on EARTH this is remotely JUSTIFIABLE!

williamsoncountyattorneys.com

Ride 31 Family Law Mediator

Jeffrey Fenton September 26, 2019 Page 2

Finally, you still have not disclosed where all of your guns are located. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all guns that you removed, manufacturers, and models.

I thank you in advance for your prompt response to these time sensitive matters.

Sincerely,

Virginia Lee Story

Attorney at Law

Enclosure

cc: Ms. Fawn Fenton

The most LAWLESS person I have ever met, on EITHER side of the LAW! Attorney Virginia Lee Story believes that I'll endlessly allow her to BULLY, ABUSE, ROB, RAPE, and TERRORIZE me and my family "under color of law"! SORRY! NO COURT OF LAW has the AUTHORITY or JURISDICTION for what you have DONE! EVERYTHING IS VOID IN #48419B and I'm pressing CRIMINAL CHARGES for at least a HALF-DOZEN State, Federal, and CONSTITUTIONAL FELONIES, which YOU committed along with the "help" of SEVERAL of your "FRIENDS"! You and Judge Michael W. Binkley can KILL me if you want, while the WHOLE WORLD WATCHES! I've already had extensive communications with the DOJ. I tracked down the same Nashville FBI "Special Agent" who Arrested Corrupt Nashville Judge Casey Moreland, after getting tired of being rejected by their call centers. You have MISJUDGED my courage! I will EXPOSE your crimes to every member of State and Federal Law Enforcement, local government, and Courts throughout the Country, until somebody cuts this CANCER out of the Williamson County Chancery Court! I know that I'm risking my own LIFE, but I'd rather die as a FREE man than live as your SLAVE! (Peaceful Protests!) I just hope the FBI/DOJ catches you in any further harm you try to cause me and my family, because I KNOW you will!

```
JUDGE MICHAEL W. BINKLEY & ATTORNEY VIRGINIA LEE STORY VS JEFFREY RYAN FENTON
    WILIAMSON COUNTY CHANCRY COURT | 08/29/2019 | #48419B | M2019-02059 | R.v4 (502:20 - 503:9)
                                  If he will tag the items that
20
                    MS. STORY:
     he wants, like my client tagged the items per your
21
     order, if he'll just put a tag on items he wants,
22
23
     we'll make sure that those get stored, and then we can
     use the proceeds from the sale. We're going to
24
     deposit those into the clerk's office. And we can use
25
 1
     those to pay the next storage unit and then when he
 2
     gets ready to come here and get his things, or maybe
 3
     he wants to use some of his proceeds to have them
 4
     shipped to him ...
 6
                    So I'm trying my best to be as
 7
     accommodating to him ...
 8
     this is going to be a simple process for him.
```

JUDGE BINKLEY SAID THE PROCEEDS FROM SELLING THIS PERSONAL PROPERTY (OF MINE), COULD BE USED TO HELP REPLACE MY RENTAL INCOME, FOR BASIC PROVISION AND IMMEDIATE NEEDS, SINCE THE COURT EVICTED MY TENANTS, WHO WERE MY ONLY INCOME SOURCE, DURING THE 8/1/2019 TRIAL. IT WAS ALSO TO HELP FUND MY MOVE TO MICHIGAN.



From: Tommy Anderson <tom@tommyanderson.us>

Sent: Wednesday, October 2, 2019 3:01 PM
To: Jeff Fenton; Fawn Fenton; Virginia Story

Subject: 1986 Sunny Side

Jeff,

Curious if you are in Tennessee gathering your personal property this week. Sincerely,

**Tommy Anderson** 

Tommy Anderson, Broker/Realtor/Auctioneer
-HND Realty
www.HNDREALTY.COM
(615) 969-5819

From: Virginia Story <virginia@tnlaw.org>
Sent: Friday, October 4, 2019 2:14 PM

To: Jeff Fenton

Cc: Heidi Macy; Kathryn Yarbrough; Tommy Anderson

Subject: RE: Fenton v. Fenton

Categories: S-Email: Present to Court

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks, Virginia



Virginia Lee Story Attorney at Law 136 Fourth Avenue South Frankfin, TN 37064 (615) 790-1778 (615) 790-7468 fax Virginia@tnlaw.org

\*\*Note\*\* This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail or the information contained in it is strictly prohibited. If you have received this e-mail in error, please immediately notify the person named above at once by telephone. Thank you.

From: Jeff Fenton

Sent: Saturday, September 28, 2019 1:52 PM

To: Virginia Story <virginia@tnlaw.org>; elaine.beeler@tncourts.gov

Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>

Subject: RE: Fenton v. Fenton

Importance: High

Hello Ms. Story,

YES!

From: Tommy Anderson <tom@tommyanderson.us>

Sent: Saturday, October 5, 2019 5:15 PM

To: Virginia Story

Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough

Subject: Re: Fenton v. Fenton

Jeff,

Checking in to see if you will be vacated 1986 Sunny Side by 5pm today Saturday October 5, 2019. Sincerely,

Tommy Anderson

On Friday, October 4, 2019, Virginia Story < virginia@tnlaw.org > wrote:

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,

Virginia



Virginia Lee Story

Attorney at Law

136 Fourth Avenue South

Franklin, TN 37064

(615) 790-1778

Jeff Fent
-----------

Jen remedi	
Form	Towns Anderson stem Otomowanderson us
From:	Tommy Anderson <tom@tommyanderson.us> Sunday, October 6, 2019 12:24 PM</tom@tommyanderson.us>
Sent:	Virginia Story
To: Cc:	
	Jeff Fenton; Heidi Macy; Kathryn Yarbrough Re: Fenton v. Fenton
Subject:	Re. Fenton V. Fenton
Jeff my friend,	
	g by today after my son's bball game. I hope to see you gone by then, or other measures, not to
your liking will	be enforced. Time to move on.
Tommy Ander	son
On Friday C	October 4 2019 Virginia Story Avirginia @tn aw orga wrote:
On Friday, C	October 4, 2019, Virginia Story < virginia@tnlaw.org > wrote:
Jeff,	
3011,	
	ke sure that you have vacated the property by $10/5/19$ at $12$ noon with only the belongings that you listed
to remove	
Thanks,	
Virginia	
C.	0.44



From: Tommy Anderson <tom@tommyanderson.us>

Sent: Sunday, October 6, 2019 1:54 PM

To: Virginia Story

Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough

Subject: Re: Fenton v. Fenton

Categories: 5-Email: Present to Court

Jeff will be out by tonight. I just went by & met him & his mother at Sunny Side.

Tommy

On Sunday, October 6, 2019, Tommy Anderson < tom@tommyanderson.us> wrote:

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

**Tommy Anderson** 

From: Tommy Anderson <tom@tommyanderson.us

Sent: Sunday, October 6, 2019 6:35 PM

To: Virginia Story

Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough

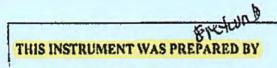
Subject: Re: Fenton v. Fenton

THE CLOSING FOR OUR HOME WASN'T FOR THREE MORE WEEKS, on 10/29/2019, so WHY WERE WE BULLIED SO MUCH? ATTORNEY STORY HAD NO LEGAL AUTHORITY! THEY HAD MONTHS WITH THE HOUSE BY THEMSELVES (WHILE MY STUFF WAS STOLEN)! WHY WAS I ONLY ALLOWED 5-DAYS WITH MY ELDERLY MOTHER TO BOTH PACK AND MOVE MY 2,500 SQFT HOME? WHO MADE STORY GOD? AND THE AUCTIONEER HER ENFORCER, I PAID? A **GANG OF LAWLESS THIEVES & THUGS!** 

Thank you Jeff for leaving with your possesions today. We drove by & you were headed out the driveway.

Sincerely,

Tommy Anderson



Bankers Title & Escrow Corp. 5107 Maryland Way, Stc. 115 Mul Brentwood, TN 37027 P19-10267A-BW



STATE OF TENNESSEE COUNTY OF CUITION

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER

TO BEFORE ME, THIS THE Z SUBSCRIBED

OF October

MY COMMISSION EXPIRES:

(AFFIX SEAL)

## WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:			SEND TAX BILLS TO	MAP-PARCEL NUMBERS		
GL Properties, LLC		GI. Properties, LLC				
1986 Sunnyside Drive		101 Creekside Crossing #1700195			013J-A-035.00-000	
Brentwood,	TN 37027		Brentwo	od, TN 37027		
(CITY)	(STATE)	(ZJP)	(CITY)	(STATE)	(ZIP)	

From: Jeff Fenton < jeff.fenton@live.com>
Sent: Wednesday, October 7, 2020 1:59 PM

To: Tommy Anderson; pmarlin@mcarthursanders.com

Cc: sam@banktitle.com; kim murray

Subject: 1986 Sunnyside Drive, Brentwood, Tennessee, 37027 (SOLD BY AUCTION)

Importance: High

Hello Mr. Anderson and Mr. Marlin,

Will you please send me a copy of the fully executed HUD-1 Settlement statement, for the auction/sale of my home at 1986 Sunnyside Drive, Brentwood, TN 37027? Along with a copy of the fully executed Listing Agreement? (Chancery Court says that they have neither of these on file, so I need to obtain them from one of you.)

I need those documents for my records. I also believe that I saw a charge which was \$1500 higher than I expected on a preliminary HUD, but it wasn't executed yet, and I know how often last minute corrections get made to the HUD, so without the fully executed final document, I need verification.

Additionally, can you please provide me with information about what happened to the items listed blow, which mysteriously disappeared between the time when I turned over possession of my home to you and when I returned to pickup my stuff. I had about \$10,000 worth of MY personal property disappear. Some of it I had specified was OK to SELL, but I never received any information or itemization about any of it selling, nor a penny of the proceeds from any sale. According to Chancellor Binkley's Court Order, all of the proceeds from both the HOME and any Personal Property Sold were supposed to be deposited with the Williamson County Chancery Court Clerk and Master's Office, though they told me that they don't have any records of ever receiving ANY monies related to the sale of our Home or any part of our estate.

Some of it I had specificially notified you NOT to sell, and one piece of furniture was even TAGGED with one of my stickers saying "HUSBAND KEEPS" with a catalog number on it. Since per the Court Order on 8/29/2019 by Chancellor Binkley, nothing would be sold that I wanted to keep, stating furthermore that any monies received for anything sold would be deposited with the Williamson County Chancery Clerk and Master's Office, to be held by the Court until our divorce was finalized. That raises some significant concerns about theft and the potential for unethical actions by one of the parties entrusted with access to our home, from the time when I was forced to leave by Court Order until I was allowed to retun to pickup what was left of my personal property. The parties whom were responsible for the property and the contents thereof, during this period were yourselves and Ms. Story. Ms Fenton may have also had access, but should not have removed anything beyond what she

had listed and provided me notice of through Ms. Story, in addition to the pool table and ping-pong table.

One item which went missing was my \$5k Fort Knox Gun Vault, which was bolted through the floor, and someone took slate pieces from inside our garage to wedge beneath the wood steps on our deck to remove. Having had this safe moved twice in the past, I know that only a properly equipped professional could have moved such an item. Not seeing any signs of forced entry, surely you know what became of my Fort Knox Gun Vault. If not, that certainly brings the integrity of your company(s) into question, while adding criminal theft charges to the list of crimes which took place during the forced sale of my home.

## The following items, which I owned, went missing from my home during the "auctioning" period:

- Brand New Treadmill (\$1,200 unit used less than a dozen times)
- Heavy-Duty Reclining Weight Bench & Leg Press, with Safety Catches, Two Full-Size 45lb Olympic Bars, Olympic Curl Bar, and Set of Olympic Dumbells. Along with approximately 300lbs of Olympic Weights and Weight Rack
- TAN SOFA in the front Living Room
- Large matching TAN Chair (or Love Seat) in the front Living Room
- End Table with TILE top and Wood Frame
- Four-Leaf Solid Wood Bedroom Privacy Screen TAGGED as "HUSBAND KEEPS" Cataloged as "Item #007". (Which I had purchased within the prior 2-3 months, and certainly could NEVER have been claimed as "marital property".)
- Fort Knox Guardian Gun Vault: Regarding the Gun Vault, this is a high-end gun vault, not something you can find at Bass Pro Shops or Academy Sports. It has twice as much steel in it, hence it weighs twice as much (and costs twice as much). The brand is Fort Knox (Guardian Series) <a href="https://www.ftknox.com/vaults/guardian-vault/">https://www.ftknox.com/vaults/guardian-vault/</a>. They are only available by special order, through a safe company. I recommend "The Safe House", if you need to move it. The vault has every upgrade available, at the time of purchase. It retails for around \$5k, weighs 1,200 lbs, and is bolted to the floor. (SURELY no one "walked-off" with this without being noticed!)
- I have the serial numbers for the Gun Vault along with extensive photographic evidence of each item, should that be required.

I want to give you an opportunity to answer for what happened to thise items, before I start making accusations publicly or legally. I will need a response within the week though, due to my current deadlines set by the Tennessee Court of Appeals. If you have any knowledge about what became of any of these, if Ms. Fenton or Ms. Story took or sold them, if you took or sold them, if you have any knowledge about what any of them were sold for or to whom, as well as what became of those funds, I would greatly appreciate you providing me with that information.

Please send me this information as soon as you can, I've been asking you for nearly a year now (for the fully executed HUD-1) without a response from you. I can think of no other reasons than professional negligence, theft, collusion, or some other sort of fould-play to deny me this information about what happened with MY OWN PROPERTY, while in your care.

As this case is currently being looked at by the Tennessee Court of Appeals, including the potential charges of collusion, bias, discrimination, abuse of process, error, perjury by Ms. Story, violation of the Americans with Disabilities Act by both the Court and Ms. Story,, along with the Tennessee counterpart for that act. Further violating my 14th Amendment Constitutional Rights to EQUAL and DUE Process by a fair and unbiased tribunal, along with a slew of Federal charges, despite what either of those parties have told you, you all have a legal and ethical obligation to me, as licensed professional brokers, auctioneers, attorney(s), and paralegal, hired to sell MY HOME, to provide me with the information requested.

Furthermore, your loyalties to Ms. Story in this matter over myself, while selling MY HOME from which you were both paid very well for very little work, brings up serious concerns about your complicity in the illegal charges against her. Including any potential collusion charges, in addition to having stalked and harrassed me (and my mother) at the bequest of Ms. Story, playing the role of an "enforcer" when you had no legal right. Williamson County Sherriff's Office is fully capable of enforcing any LEGAL actions necessary.

Despite whatever Ms. Story or Judge Binkley have told you in an effort to deny me any information which I am legally entitled to, or your loaylties to them for future work, the exposure of this case is about to go public with official charges filed with both the TBI and the FBI, seeking Federal inditements to hold those parties accountabile for refusing to live UNDER the same laws which they have been entrusted to defend, serve under, and administer.

I know, I'm just a little tiny fish in the pond, which nobody cares about. However, as a result of having lost everything in my life within just TWO 30-minute trials, which I have full legal documentation, audio recordings, and transcripts of, along with the subsequent Court Orders, it is extremely SIMPLE to prove the laws which were broken here. It is not a matter of "my word" against "Ms. Story's word" or even against "Judge Binkley's word". My entire canse can be proven with just a FEW documents, which are all in THEIR OWN WORDS. By comparing their own Court Orders and legally recorded Court testimony, between the two hearings. They not only don't match-up, but they reveal significant error, bias, discrimination, perjury by Ms. Story, and the list goes on... including the Federally Unconstitutional violations of my Rights as well as the ADA laws, which will get this case out of the Middle Tennessee Court System (nationally renowned for corruption) and into Federal District Court if need be to find Justice! While not only proving the failure to show care or consideration for the ADA laws, but for intentionally exploiting, targeting, harming, and abusing me in the exact areas of my disabilities.

Should you continue to deny me this information, then I will be forced to expose and include you both, along with Bank Title (whom I've twice requested the documents myself without response), in any charges made, whether to state or federal government agencies, and/or the media, who have already published pieces in the past about the UNETHICAL compromise to the PUBLIC which the "Binkley/Story Effect" has.

All that I want is what I am legally due. I regret that it requires this sort of demanding tone in order to receive the slightest ethical consideration. If none of you can provide me with this informaton, regarding the SALE of MY HOME, despite your professional licenses, your oaths of office, and your responsibilities and obligations therein, then I believe that your actions are corrupt, complicit in crime, while the public needs to know, along with you each deserving the ethical, financial, criminal penalties which you each incur.

Sincerely,

## JEFF FENTON

17195 Silver Parkway # 150 Fenton, MI 48430-3426

Phone: (615) 837-1300

From: Tommy Anderson < tom@tommyanderson.us > Sent: Wednesday, October 9, 2019 6:41:54 PM

To: Jeff Fenton

Subject: Re: Closing | Utilities | Fully-Executed Settlement Statement

Yes Fawn received all electronics and got them in her possession. I will have title company send you everything upon closing completion.

Sincerely,

From: Tommy Anderson <tom@tommyanderson.us>

Sent: Sunday, October 6, 2019 1:54 PM To: Virginia Story <virginia@tnlaw.org>

Cc: Jeff Fenton ; Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>

Subject: Re: Fenton v. Fenton

Jeff will be out by tonight. I just went by & met him & his mother at Sunny Side.

Tommy

On Sunday, October 6, 2019, Tommy Anderson <tom@tommyanderson.us> wrote:

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

From: Jeff Fenton

Sent: Thursday, October 10, 2019 11:29 PM

To: kim murray

Cc: elaine.beeler@tncourts.gov
Subject: Re: 1986 Sunnyside Drive

Hello Ms. Murray,

I'm sorry, but I won't be able to assist you in any way with the sale of MY HOME. This entire sale was executed illegally, against my will, and without my consent! The mortgages were intentionally defaulted upon by my ex-wife (to force me out of MY HOME), without my knowledge (zero notification from Fawn that my greatest and only real asset was at risk, while even refusing to acknowledge and/or answer my direct questions regarding the status of our mortgages), as Fawn secretly defaulted upon our mortgages, redirecting those funds, while I unknowingly lost everything which I had ever earned/invested/saved, throughout my entire life.

Chancellor Binkley coerced/ordered me under extreme duress (leveraging the threat of incarceration), to sign the listing agreement, without me ever having even read the document (listing agreement), therefore rendering it legally void.

Holding a real estate license myself, in the State of Tennessee, I know that no seller is bound by a "listing agreement" and FORCED to sell their home (against their will or should they change their mind). Hence any legitimate property owner or seller, can CANCEL any LEGAL "listing agreement" for the property which THEY OWN, at ANY TIME PRIOR to the binding agreement date (when the buyer(s) have a fully executed purchase and sales agreement with the seller(s) of that property.)

I just emailed you copies of the notifications, which I provided to Tommy Anderson (real estate licensee & auctioneer), PRIOR to the auction. These were also copied to Mrs. Fenton's legal team, as well as to Ms. Elaine Beeler (Williamson Country Clerk & Master, along with the ADA Contact for Williamson County), while I also requested that Ms. Beeler provide the documents directly to Chancellor Binkley.

Mr. Anderson showed complete disregard toward MY WILL regarding the sale of MY HOME:

>>> Tommy Anderson <<u>tom@tommyanderson.us</u>> 9/21/2019 5:10 AM >>>

Jeff.

The Absolute Auction is next Saturday September 28th at 10am. Feel free to contact anyone you wish. Our name & reputation in Nashville and all of Williamson County is stellar.

Sincerely,

Tommy Anderson, Broker

So the "gang of thieves" stole and sold MY HOME, destroying MY ENTIRE NET WORTH, without the slightest hint of my approval or willful participation in the sale.

So the "gang of thieves" can close their illegal sale, without my participation on ANY LEVEL.

## Case 1:23-cv-01097-PLM-RSK ECF No. 25-8, PageID.3105 Filed 01/19/24 Page 33 of 33

I don't mean to be rude in any way, I just had \$200k stolen from me (by Mrs. Fenton, Ms. Story, Mr. Anderson, and the Williamson Country Chancery Courts), which was derived from the proceeds of my entire life's work, as well as all my retirement savings, which were liquidated to put towards our down payment, when Mrs. Fenton and I purchased OUR HOME, back in 2011. Now as a result of this FORCED "sale", I am left handicapped, unemployed, possibly unemployable, and homeless! Without Mrs. Fenton, Mr. Anderson, Ms. Story, Chancellor Binkley, or the Williamson County Court System caring AT ALL about what becomes of ME (for the rest of my life) as a result of their UNFAIR, UNETHICAL & DISCRIMINITORY EXECUTIVE ACTIONS!

I absolutely REFUSE to sign ANYTHING suggesting anything other than my absolute OBJECTION to this FORCED sale!

I reserve EVERY RIGHT to seek justice, accountability, and restitution for the crimes which were committed against me there, in Williamson County Tennessee!

Respectfully,

Jeff Fenton 1986 Sunnyside Drive Brentwood, TN 37027

From: kim murray <kim@banktitle.com> Sent: Thursday, October 10, 2019 9:59 AM

To: jeff.fenton@live.com <jeff.fenton@live.com>

Subject: 1986 Sunnyside Drive

Hello Mr. Fenton,

I am working with our attorney, Sam Anderson, in preparation for the sale of your property. I wanted to introduce myself and provide you with my contact information below.

I understand that you no longer live in Tennessee. Are you available to sign closing documents? I can email documents to you to print, or I can overnight them to you. (I will provide you with a pre-paid FedEx label to overnight the original documents to our office.) Please Note: There will be a couple of documents that will need to sign in front of a Notary Public.

Thank you,

Kim Murray
Bankers Title & Escrow Corporation
5107 Maryland Way, Suite 115
Brentwood, Tennessee 37027
Phone: (615)661-7711

Fax: (615)661-7701 kim@banktitle.com