Case 1:23-cv-01097-PLM-RSK ECF No. 53, PageID.4258 Filed 03/25/24 Page 1 of 8

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN March 25, 2024 4:07 PM

FILED-LN

CLERK OF COURT U.S. DISTRICT COURT WESTERN DISTRICT OF MICHIGAN

BY: eod FILED BY: CON 3 26

JEFFREY RYAN FENTON,

v.

PLAINTIFF

CASE NO. 1:23-cv-1097

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

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

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

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

References in this document to Ms. Fawn Fenton are hereinafter "Ms. Fenton," I. "wife," and/or "ex-wife."

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

Initials:

Page 1 of 8

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

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

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

Records:

- (1) The date the **bankruptcy**⁴ was filed: 4/26/2019. (See exhibit "A.")
- (2) The date the divorce⁵ was filed: 6/04/2019. (See exhibit "B.")
- (3) I was a titled owner⁶ of the marital residence as tenancy by the entirety⁷. (See exhibit "C.") Named on both the property deed⁸ and tax records⁹. (See exhibits "D" and "E.")
- (4) I was never provided notice¹⁰ or hearing by the bankruptcy counsel, the bankruptcy trustee, or by the bankruptcy court, as required in the Federal Rules of Bankruptcy Procedure Rule-7001¹¹. (See exhibit "F.") As a result, these laws¹² were violated or illegally circumvented: 11 U.S.C. §§ 363¹³, 541¹⁴, 542¹⁵, 707¹⁶, 1203¹⁷, 1204¹⁸, 1205¹⁹,

⁸ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

⁹ https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

Page 2 of 8

Initials:

⁴ https://rico.jefffenton.com/evidence/2019-04-26_fed-bankrupcy-filing-date-3-19-bk-02693.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74)

⁵ https://rico.jefffenton.com/evidence/2019-06-04_tn-chancery-divorce-filing-date-48419b.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.651)

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

⁷ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542)

¹⁰ https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1881)

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

¹² https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924)

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

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

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

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

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

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

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

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

- ²² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1917
- ²³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918
- ²⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918
- ²⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1919-1920
- ²⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1920
- ²⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922
- ²⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922
- ²⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921
- ³⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921
- ³¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921
- ³² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1923
- ³³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882
- ³⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1893

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

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

³⁷ https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.501-511)

³⁸ https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485)

Page 3 of 8

Initials:

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

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

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

- (6) 11 U.S.C. § 363(h)³⁹: "Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if— (3) the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners;" (emphasis added).
 - a. The bankruptcy code measures what is a "benefit to the [bankruptcy] estate", in how much **unsecured debt** a sale could pay off, above and beyond the mortgage notes on that property.
 - b. The mortgage notes are secured by the property interest, they can stand alone and balance each other out, and need not be involved in the bankruptcy at all. The only reason to compel a forced sale of the property (in this circumstance), would be to leverage the debtor's equity in property to pay off other unsecured debts, after the mortgages on the property were completely satisfied.
 - c. The forced sale of the marital residence was of absolutely "no benefit to the bankruptcy estate." (See exhibit "J.") The home auctioned for exactly the amounts owed on the two mortgages⁴⁰, while this came of absolutely no surprise to the defendants, it was by design. The sale proceeds did not pay off

Initials:

³⁹ https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

⁴⁰ https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

one dollar of unsecured debts, nor put a dollar in either my pocket or my ex-

wife's (to my knowledge)⁴¹.

Adversary Proceeding in Federal District or Bankrupcy Court

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

Rule 7001. Scope of Rules of Part VII

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

(1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;

(2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, but not a proceeding under Rule 3012 or Rule 4003(d);

(3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;

(4) a proceeding to object to or revoke a discharge, other than an objection to discharge under \$727(a)(8), 1(a)(9), or 1328(f);

(5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;

(6) a proceeding to determine the dischargeability of a debt;

(7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;

(8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;

(9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or (10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

§ 363. Use, sale, or lease of property

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, trustee may not sell or lease personally identifiable information to any person unless—

skipped-

(e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. **(skipped)**

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; **(failed)**

(2) such entity consents; (failed)

(g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or curtesy.

(h) Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if— (failed)

(1) partition in kind of such property among the estate and such co-owners is impracticable:

(2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;

(3) the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners; and **(failed)**

Page 5 of 8

Initials:

⁴¹ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

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

Initials:

Page 6 of 8

⁴² https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

⁴³ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

⁴⁴ https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf

- (7) The chancery court usurped—or the bankruptcy court abdicated—jurisdiction⁴⁵ over the marital home, in violation of 28 U.S. Code § 1334(e)(1)⁴⁶, which states: "The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate."
- (8) It is unreasonable that the bankruptcy court would have waited for any action in chancery court to deprive me of my property interests and rights.
 - a. There was no action filed in the chancery court at the creation of the bankruptcy estate. The bankruptcy court was required to immediately notify all parties with a legitimate property interest in the marital residence and provide hearings in federal court, to determine their property interests, and whether or not the marital residence could remain in the bankruptcy estate or needed to be removed as a **"burdensome asset"**, prior to the 341 meeting of the creditors.
 - b. The bankruptcy was filed 39-days before any action was filed in the chancery court, and 97-days before I first stood before Judge Binkley in the chancery court⁴⁷. It is wholly unreasonable that the bankruptcy court awaited any predetermined deprivation of property in the chancery court, rather than

Initials:

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

⁴⁶ https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882)

⁴⁷ https://rico.jefffenton.com/evidence/2019 tn-court-motions-in-chronological-order.pdf

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

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

DECLARATION

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

Executed on March 13, 2024

EFFREY RYAN FENTON, PRO SE 17195 Silver Parkway, #150 Fenton, MI, 48430-3426 jeff.fenton@live.com (P) 615.837.1300

Page 8 of 8

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

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

⁵⁰ https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf

Case 1:23-cv-01097-PLM-RSK ECF No. 53-1, PageID.4266 Filed 03/25/24 Page 1 of 1



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 converted: 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 Fenton

Brentwood, TN 37027 DAVIDSON-TN SSN / ITIN: xxx-xx-20

represented by MARY ELIZABETH AUSBROOKS

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

MARY ELIZABETH AUSBROOKS

(See above for address)

Alexander S. Koval

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

Trustee

HENRY EDWARD HILDEBRAND, III

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

Trustee

JOHN C. MCLEMORE

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



Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)



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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.



Page 1 of 2

NO 48410B COA 10. M2019-02059-COA-R3-CV

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

FILED JUN 1 5 2020 Clerk of the Appellate Courts Rec'd By

IN THE CASE OF FENTON FAWN VS. JEFFREY RYAN FENTON

TO THE APPEALS COURT NASHVILLE TENNESSEE

VIRGINIA L. STORY 135 FOURTH AVE. SOUTH FRANKLIN, TN 37064 ATTORNEY FOR APPELLEE

JEFFREY RYAN FENTON 17195 SILVER PARKWAY, #150 **FENTON, MI 48430 PRO SE APPELLANT**

FILED 31ST DAY OF MARCH 2020.

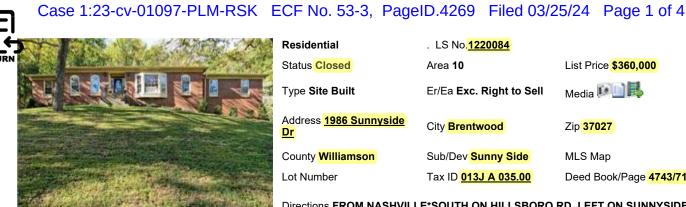
CHANCERY COURT NO. 48419B

CLERK ALLA BM DEP. CLERK





FILED/ENTERED DATE	INDEX	PAGE
6/4/19	COMPLAINT FOR DIVORCE	1-4
6/4/19	TEMPORARY RESTRAINING ORDER	5
6/11/19	AFFIDAVIT OF LORI POLK	6-8
6/20/19	PETITION FOR ORDER OF PROTECTION AND ORDER FOR HEARING	9-29
6/20/19	TEMPORARY ORDER OF PROTECTION	30-32
6/20/19	MOTION TO DEEM HUSBAND SERVED	33-40
7/17/19	MOTION TO SELL THE MARITAL RESIDENCE	41-44
7/29/19	HUSBAND'S RESPONSE TO WIFE'S MOTION TO SELL MARITAL RESIDENCE	45-106
8/13/19	ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION	107-109
8/14/19	EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION	110-112
8/15/19	MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	113-118
8/29/19	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	119-380
8/29/19	ORDER/EXTEND ORDER OF PROTECTION, RESET MOTION, WAIVE MEDIATION, SET FINAL HEARING, ETC.	381-383
8/29/19	ORDER EXTENDING EX PARTE/TEMPORARY ORDER OF PROTECTION	384-386
9/20/19	PROTECTED INCOME AND ASSETS	387-391
9/26/19	MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE	392-399
10/10/19	NOTICE OF FILING/ORDER ENTERED BY THE U.S. BANKRUPTCY COURT	400-402
10/10/19	ORDER/MOTION TO SELL REMAINING CONTENTS OF THE MARITAL RESIDENCE	403-404
10/21/19	ORDER OF PROTECTION	405-410
10/21/19	AFFIDAVIT OF VIRGINIA LEE STORY	411-415
10/28/19	FINAL DECREE OF DIVORCE	416-423
11/20/19	NOTICE OF APPEAL	424-425
2/18/20	NOTICE OF FILING/TRANSCRIPT	426
2/18/20	DEFENDANT'S RESPONSE TO NOTICE OF	427-709
	COURT OF APPEALS	B- 1



Residential	. LS No. <mark>1220084</mark>	
Status <mark>Closed</mark>	Area 10	List Price <mark>\$360,000</mark>
Type Site Built	Er/Ea Exc. Right to Sell	Media 💴 📕
Address <mark>1986 Sunnyside</mark> <mark>Dr</mark>	City <mark>Brentwood</mark>	Zip <mark>37027</mark>
County <mark>Williamson</mark>	Sub/Dev <mark>Sunny Side</mark>	MLS Map

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

		Ger	neral Information				
Style Ranch	tyle Ranch Stories 1.00			Yea	r Built 1977 /	Approximate	
Acres 1.470		Acreage Source		Com	pletion		
Total Rooms	9	Size 150.0 x 43 4	1.0	Asso	oc Fee <mark>\$ /mo</mark>		
Constr All Br	ick / Wood	Lot Wooded		Base	ement <mark>Partia</mark> l	/ Unfinished	
Driveway Age	gregate	Floors Carpet / F	Finished Wood / Tile /	Gara	age <mark>2 / Attacl</mark>	ned - SIDE	
Community Amenities		Waterfront /		Roof Composition Shingle			
		Rooms and	d Dimension Informatio	n			
Liv 15X13 / F	ormal	Rec 25X33 / Over Garag	le	Bed 1 15X	13 / Full Bath	1	
Din 13X12 / F	ormal	Hobby /		Bed 2 12X	11 /		
Kit 15X12 / E a	at-In	Other /		Bed 3 13X	13 /		
Den 19X13 / I	Fireplace	Other I		Bed 4 12X	11 /		
	Bedrooms	Full Baths	Half Baths	Finished S	Square Feet (est)	
Main	4	2	1	Main	2579	Est. SqFt. S	Source
Other	0	0	0	Second		Tax Rec	ord
				Third			
Total	4	2	1	Basement		Total	2579
		Office and	d Showing Information				
Show Call Sh	owing Center	Owner Name			Oper	House	
Agent <u>John T</u>	aylor (Ph: 615-794-08)	33 ext 6035)	CoList Agent (P	'h:)			
Listing Office	Zeitlin & Co., Realton	<u>s</u> (Ph: (615) 794-0833)	CoList Office (P	'h:)			
Appt Phone (615) 327-0101 Subagency 0		Subagency 0	Buyer Broker 3		Facili	tator 3	

LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

		ools and Utilities	
Elem1 Grassland Elementary		liddle/JR Grassland Middle Schoo	
Water City Water	Sewer Septic Tank C	ool Electric / Central	Heat Gas / Central
		Features	
Appliances	Interior Features	Exterior Features	Miscellaneous
Range Cooktop / Electric	Firepl <mark>1</mark>	Fence	Handicap
Oven <mark>Double Oven / Electric</mark>	Drapes	Patio/Deck <mark>Deck</mark>	Energy Storm Doors / Storm Windows /
	Master Bath Sep. Shower/Tu Ceramic	b / Pool	Green Cert
Other Dishwasher	Other Ceiling Fan / Extra Closets / Utility Connection	Other Garage Door Opene	r Other Cable TV
	Finar	ncing and Taxes	
Acceptable Buyer Financing FHA	/ Other / VA /		Taxes \$1,461
	ML	S Information	
Photo None Realtor Remarks: BUYER OR BU	List Date Sep 27 2 YER AGENT TO VERIFY SCHOOL	2010 Po OL ZONING AND ANY OTHER PI	ss Date of Deed ERTINENT INFORMATION
	Compa	arable Information	
Sales Agent Jeff Fenton Co-Sales Ag			Days On Mkt <mark>205</mark>
Sales Office Benchmark Realty,		es Office	Presale No
Seller Participation 4000		Date <mark>4/29/2011</mark>	Orig. List Price \$360,000
Terms Conventional	Pending	g Date 4/20/2011	Sales Price \$350,000

Requested by: Jeff Fenton

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





Jeff Fenton

From:	Jeff Fenton
Sent:	Wednesday, September 24, 2014 4:24 PM
То:	Kim Hollingshead
Cc:	Fawn Fenton
Subject:	RE: Fenton Purchase 1986 Sunnuyside Drive, Brentwood Tenancy by the Entirety?
Attachments:	Sunnyside Deed of Trust - Executed.pdf

Hello Kim!

It has been a while!

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

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

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

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

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

Thanks for your help with this!

Jeff Fenton

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

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.



1



Jeff Fenton

From:	Kim Hollingshead <kim@touchstonetitletn.com></kim@touchstonetitletn.com>
Sent:	Wednesday, September 24, 2014 4:42 PM
То:	Jeff Fenton
Cc:	Fawn Fenton
Subject:	RE: Fenton Purchase 1986 Sunnuyside Drive, Brentwood Tenancy by the Entirety?

And wife

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

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

Thanks again!

Jeff Fenton

From: Kim Hollingshead Sent: Wednesday, September 24, 2014 3:31 PM To: Jeff Fenton Cc: Fawn Fenton Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

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

Kimberly K. Hollingshead, Esq.

President Touchstone Title& Escrow, LLC 318 Seaboard Lane, Suite 114 Franklin, TN 37067 Office: (615) 371-2299 Email: Kim@TouchstoneTitleTN.com Website: www.TouchstoneTitleTN.com

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

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





31.1 TENANCY BY THE ENTIRETY

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

31.2 TENANTS IN COMMON

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

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

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Page 324

AINTIFF'S



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

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

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

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

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

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

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

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

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

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

TEroires January

Jenn Than

Colette Keyser





STATE OF TENNESSEE **COUNTY OF WILLIAMSON**

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

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



well

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





Book 5313 Page 454

Certificate of Authenticity

3 PGS : DEED	
KAREN OWENS 21472	24 - 11015616
05/12/2011 - 02:10	5 PM
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00
STATE of TENNESSEE	, WILLIAMSON COUNTY

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

Signature

State of emessee County of Williams

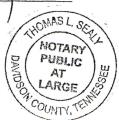
Personally appeared before me, ne a notary public for this county thin Hollingshard and state, _ who acknowledges that this certification of an

electronic document is true and correct and whose signature I have witnessed.

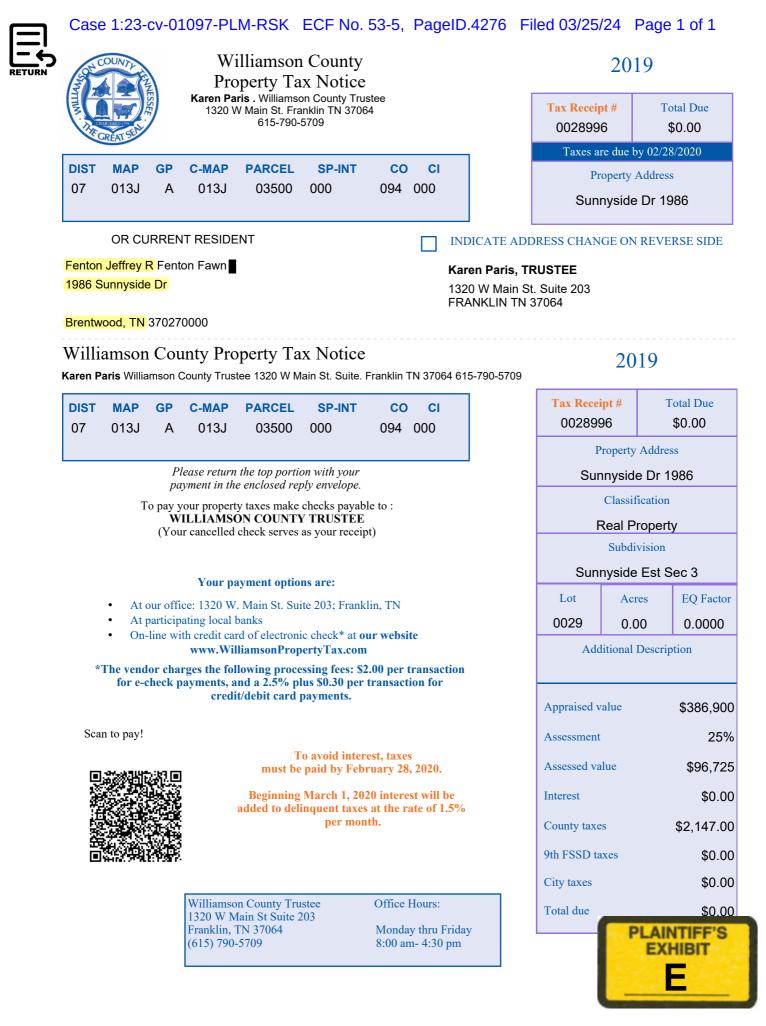
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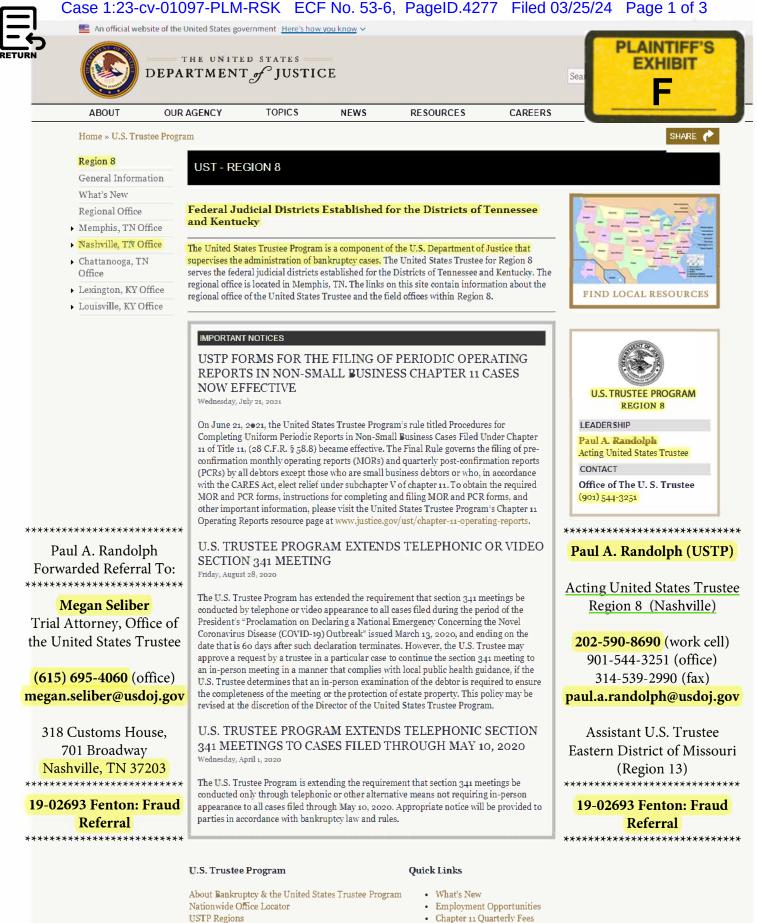
My Commission Expires: ______

Notary's Signature







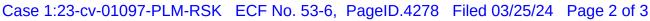


Nationwide Office Locator USTP Regions Press & Public Affairs Private Trustee Listings & Library Approved Credit Counseling Agencies Approved Debtor Education Providers

Schedule

U.S. Bankruptcy Courts

Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)



RETURN	
Jeff	F

Jeff Fenton	EXHIBIT
From:	Randolph, Paul (USTP) < Paul.A.Randolph@usdoj.gov>
Sent:	Tuesday, January 18, 2022 11:45 AM
То:	Jeff Fenton
Subject:	RE: [EXTERNAL] Fraud Upon the Court, Conspiracy Against Rights, Deprivation of Rights & Property
	Under Color of Law, ADA, FED, & HUD Violations - Protecting Disabled, Vulnerable, and Aged from
	Financial Exploitation: ALL Started with a Falsified Secret BK

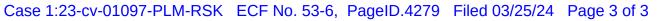
Mr. Fenton:

I have received your six emails and will send them to our Nashville office to review. Please note that neither the U.S. Trustee nor any of its employees can provide you with legal representation or advice. You should take whatever legal steps you deem appropriate to protect your interests. Thank you for your referral.

Paul Randolph

Paul A. Randolph

Acting United States Trustee Region 8 and Assistant U.S. Trustee Eastern District of Missouri (Region 13) 202-590-8690 (work cell) 314-539-2990 (fax) PLAINTIFF'S



[™] Jeff Fenton

From:	Seliber, Megan (USTP) <megan.seliber@usdoj.gov></megan.seliber@usdoj.gov>	
Sent:	Tuesday, March 15, 2022 6:08 PM	
То:	Jeff Fenton	
Subject:	Fenton 19-02693: sale motion complaint	
Attachments:	fenton 319-02693 deed.pdf	
	IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Tr	

Mr. Fenton,

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

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

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

This concludes my investigation into your complaint.

Best,



Megan Seliber Trial Attorney, Office of the United States Trustee 318 Customs House, 701 Broadway Nashville, TN 37203 (615) 695-4060 LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED! The State Court is actually SPECIFICIALLY FORBIDDEN from taking Jurisdiction over the property because of the

PLAINTIFF'S

EXHIBIT

taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed **39-DAYS** before the DIVORCE!

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

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

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

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

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

DAYS between when BANKRUPTCY was FILED on 4/26/2029 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!) Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS Case 1:23-cv-01097-PLM-RSK ECF No. 53-7, PageID.4280 Filed 03/25/24 Page 1 of 8



UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

In re:	§ Case No. 3:19-BK-02693
	§
FAWN FENTON	§
	§
	§
Debtor(s)	8

CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED AND APPLICATION TO BE DISCHARGED (TDR)

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: (without deducting any sec	\$1,250.00 cured claims)	Assets Exempt: \$11,000.00
Total Distributions to Claimants:	\$3,028.98	Claims Discharged Without Payment: \$55,593.59
Total Expenses of Administration:	\$1,371.02	Attorney Story: — <u>\$11,514.50</u> (See Page-4) \$44,079.09

3) Total gross receipts of \$4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of \$0.00 (see **Exhibit 2**), yielded net receipts of \$4,400.00 from the liquidation of the property of the estate, which was distributed as follows:



UST Form 101-7-TDR (10/1/2010) Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46 Document Page 1 of 8



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

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

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

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

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

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.



UST Form 101-7-TDR (10/1/2010) Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46 Document Page 2 of 8



EXHIBITS TO FINAL ACCOUNT

EXHIBIT 1 – GROSS RECEIPTS

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

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

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES NONE

EXHIBIT 3 – SECURED CLAIMS

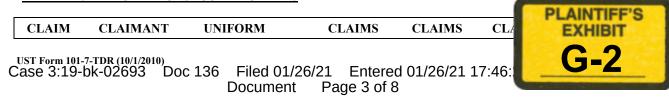
NONE						
CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00
7	Toyota Motor Credit Corporation	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00
8	Specialized Loan Servicing LLC	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00
TOTAL SE	CURED CLAIMS		\$11,672.82	\$308,190.92	\$0.00	\$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

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

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS



NUMBI	ER	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	PRIORITY UNSECU	RED CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$1,106.50
3	Ascend Federal Credit Union	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$256.45
4	American Express National Bank	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$816.37
5	Capital One Bank (USA), N.A.	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$849.66
	BanCorp South	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$11,793.22	\$0.00	\$0.00	\$0.00
	Chase Card	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Specialized Loan Servicing, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Virginia Lee Story	7100-000	\$11,514.50	\$0.00	\$0.00	\$0.00
TOTAL GE	NERAL UNSECU	RED CLAIMS	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98



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

136 Filed 01/26/21 Entered 01/26/21 17:46: Document Page 4 of 8

Case 1:23-cv-01097-PLM-RSK ECF No. 53-7, PageID.4284 Filed 03/25/24 Page 5 of 8



FORM 1 INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT ASSET CASES

Page No: 1 Exhibit 8

Case No Case No For the				Date Fi §341(a)	e Name: iled (f) or Converted) Meeting Date: Bar Date:	John C. McLemore 12/06/2019 (c) 01/06/2020 05/04/2020
	1	2	3	4	5	6
	Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
<u>Ref. #</u>						
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN:	\$14,500.00	\$6,188.16		\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00		\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00		\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00		\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00		\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00		\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00		\$0.00	FA
Asset	Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00		\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00		\$0.00	FA
10	2 Aquarium located at 102 Plum Nelly Circle	\$425.00	\$0.00		\$0.00	FA
11	Cash	\$200.00	\$0.00		\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00		\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00		\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00		\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00		\$0.00	FA
16	Checking MIT FCU (u)		\$0.00		\$0.00	FA
17	Savings MIT FCU (u)		\$0.00		\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00		\$0.00	FA

TOTALS (Excluding unknown value)	\$26,433.16	\$6,538.16	\$4,400.00	PLAINTIFF'S EXHIBIT
Major Activities affecting case Cosing: 3:19-bk-02693 07/21/2020 Filed Amended Claims Recommendation.	Doc 136 Filed 01/26/21 Document Pa	Entered 01/26/21 17:46:21 age 5 of 8	Desc Main	G-4

Case 1:23-cv-01097-PLM-RSK ECF No. 53-7, PageID.4285 Filed 03/25/24 Page 6 of 8



FORM 1 INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT ASSET CASES

Page No: 2 Exhibit 8

Case No.: Case Name: For the Period Endi	FENTON, FAWN Date Filed (f) or Converted (c):		c): $\frac{\text{John C. McLemore}}{12/06/2019 (c)}$ $\frac{01/06/2020}{05/04/2020}$			
	1	2	3	4	5	6
	Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
07/07/2020	PC with Virginia Story 615-790-1778 who repres	ents the Debtor in her W	illiamson County Divorce (Judge Binkle	ey)	· · · ·	
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 Ausbrook	s about Debtor's ring				
03/19/2020	Filed Report of Sale.					
03/19/2020	Jeweler said diamond ring and wedding band was	worth \$300. Burdensor	ne asset. Will return ring to Debtor.			
02/19/2020	Gave diamond ring and wedding band to Bobby G	Colson who will get a val	luation.			
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 - Ju	st wanted to give you a h	neads up that we will be filing an Amend	ded Schedule A/B and C on thi	s 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



Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46:21 Desc Main Document Page 6 of 8

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

Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

Case 1:23-cv-01097-PLM-RSK ECF No. 53-7, PageID.4286 Filed 03/25/24 Page 7 of 8



Page No: 1 Exhibit 9

FORM 2 CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. Case Name:		<u>19-02693-CW3-7</u> FENTON, FAWN		Trustee Name Bank Name:	2:	<u>John C. McLemor</u> <u>Pinnacle Bank</u>	<u>re</u>
Primary Taxpaye Co-Debtor Taxpa For Period Begin	yer ID #:	**_***41 4/26/2019		Checking Acc Account Title Blanket bond		<u>******0194</u> <u>\$720,000.00</u>	
For Period Endin	g:	1/9/2021	1	Separate bon	d (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. Ex-WIFE'S MOM PAID TO KEEP NEW PRIUS!	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00
			TOTALS: Less: Bank transfers/CDs Subtotal Less: Payments to debtors Net	_	\$4,400.00 \$0.00 \$4,400.00 \$0.00 \$4,400.00	\$4,400.00 \$0.00 \$4,400.00 \$0.00 \$4,400.00	\$0.00
						10000 - 100000	

For the period of <u>4/26/2019</u> to <u>1/9/2021</u>		For the entire history of the account between <u>02/03/2</u>	<u>020</u> to <u>1/9/2021</u>
Total Compensable Receipts:	\$4,400.00	Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00	Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00	Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00	Total Internal/Transfer Receipts:	\$0.00
Total Compensable Disbursements:	\$4,400.00	Total Compensable Disbursements:	DI AI
Total Non-Compensable Disbursements:	\$0.00	Total Non-Compensable Disbursements:	PLAI
Total Comp/Non Comp Disbursements:	\$4,400.00	Total Comp/Non Comp Disbursements:	EX
Total Internal/Transfer Disbursements:	\$0.00	Total Internal/Transfer Disbursements:	G
Case 3:19-bk-02693	Doc 136 Filed 01 Documen		in



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Case 1:23-cv-01097-PLM-RSK ECF No. 53-7, PageID.4287 Filed 03/25/24 Page 8 of 8



Page No: 2

Exhibit 9

FORM 2 CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. Case Name:		<u>19-02693-CW3-7</u> FENTON, FAWN		Trustee Nam Bank Name:		John C. McLemo <u>Pinnacle Bank</u>	<u>re</u>	
		*41	*****41		Checking Acct #:		*****0194	
Co-Debtor Taxpayer ID #:				Account Titl	e:			
For Period Begin	ning:	4/26/2019		Blanket bond	l (per case limit):	\$720,000.00		
For Period Ending: 1/9/2021			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 <u>4/26/2019</u> to <u>1/9/2021</u>

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

For the entire history of the case between 12/06/2019 to 1/9/2021

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

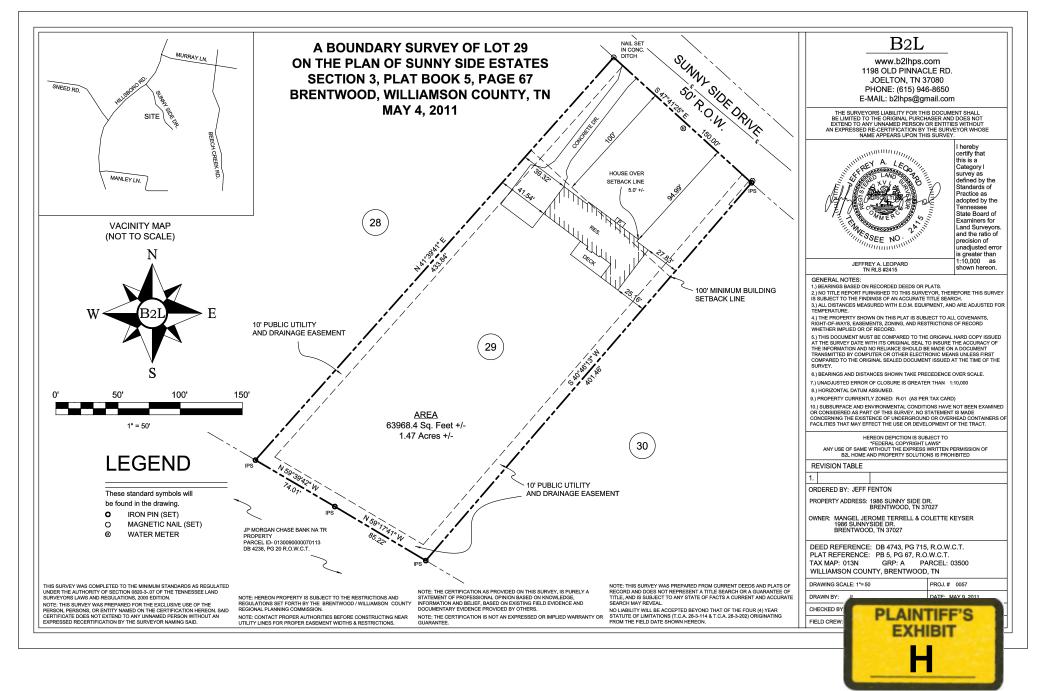
/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE



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







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

Company Representative: Andrew Klope aklope@eliteroofingofnashville.com

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

HD Lifetime

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

Total for all sections: 25,123.50

> Estimate Total: \$25,123.50

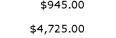
Note: Due to the change in costs to material this proposal is good for 30-days only

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

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

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



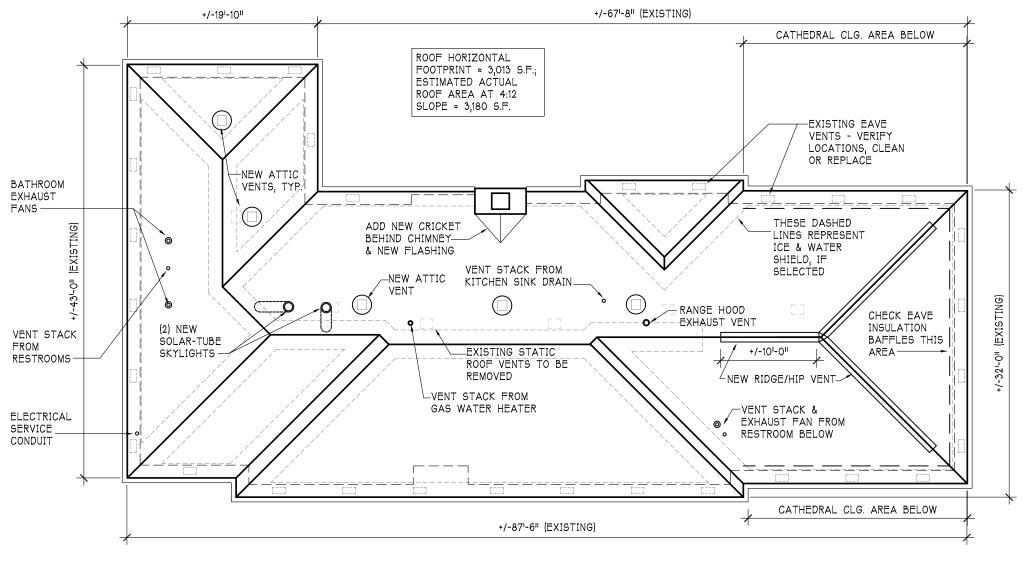




Re-Roof Material Specifications for 1986 Sunnyside Drive, Brentwood:

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

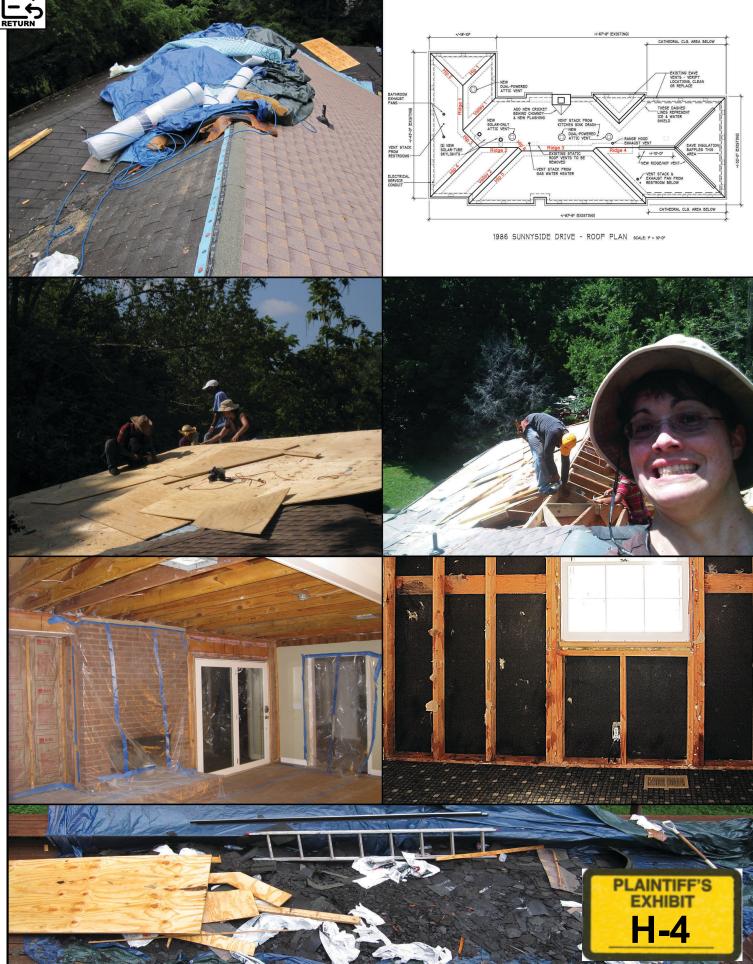




1986 SUNNYSIDE DRIVE - ROOF PLAN SCALE: 1" = 10'-0"



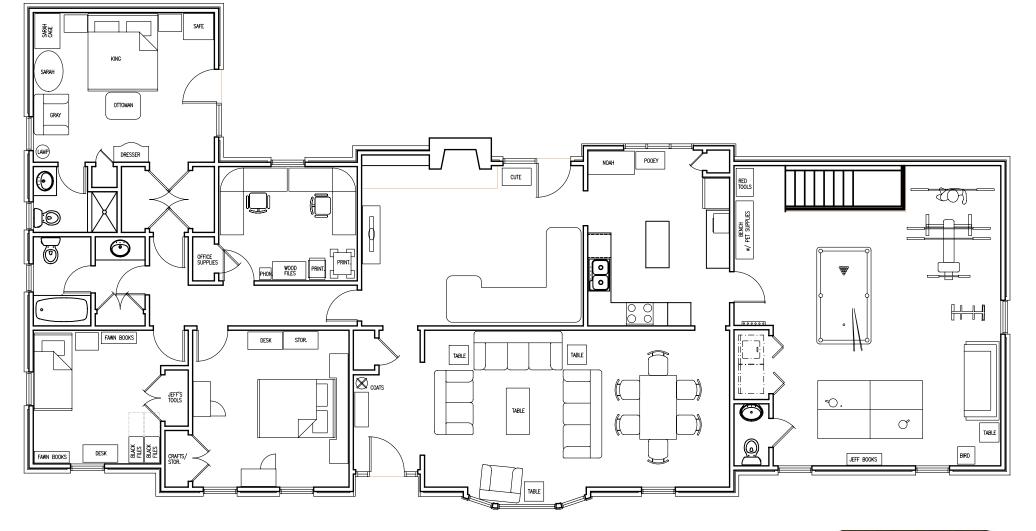




https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)











Groove

October 3, 2011

PHASE I

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

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

JOB SCOPE AND CONTRACT WITH ACCEPTED TERMS AND LIMITIATIONS

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

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

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

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

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



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



Limitations

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

Payment

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

<u>Goal</u>

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

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

Price

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



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

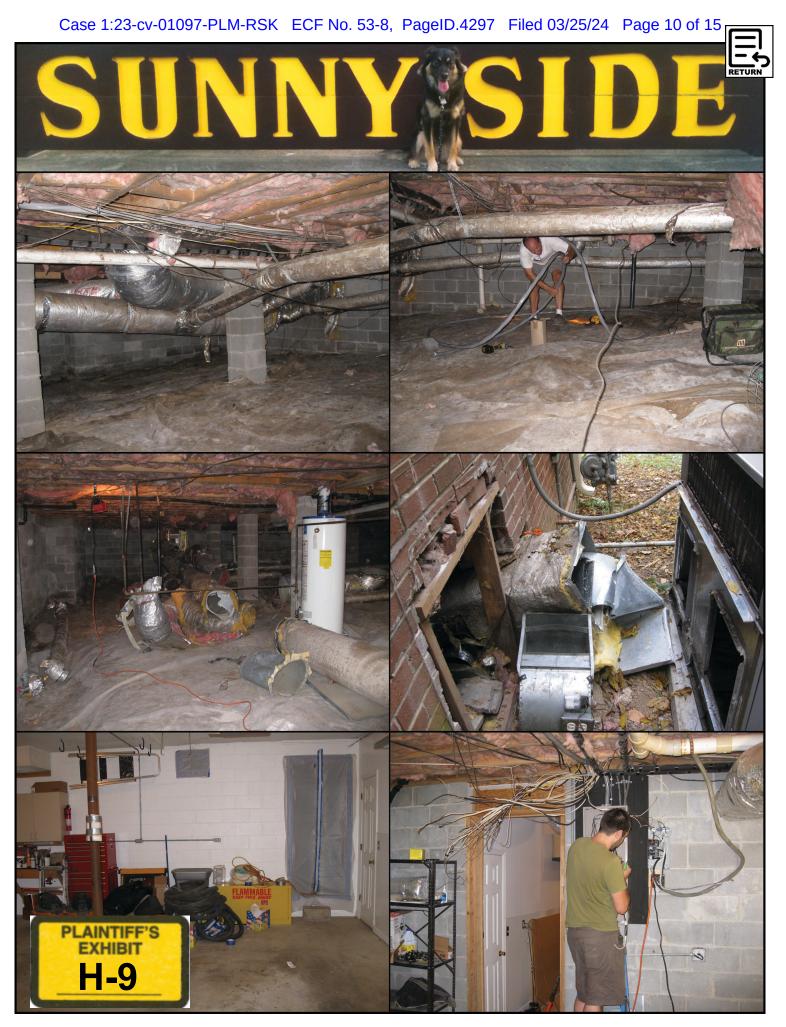
JEFF FENTON	MA	10/4/2011
(Printed Name)	(Signature)	$\frac{10/4/2011}{(Date)}$
Justin Kreuter	Twelft	ייןיין סן
(Groove Representative)		(Date)
	\smile	

Page 3 of 3



2964 Sidco Drive,

Suite 110 Nashville, TN 37204 P.615.292.1444 F.615.292.11



https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

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



Phone: 615-504-5619 Fax: 615-507-1419 License #: 51582

Bill To				Date		Invoice #	
Fenton / Jeff 1986 Sunnyside Driv Brentwood	ve				9/16/2011		2024
Tennessee 37027					Job Location	n	
P.O. No.	Terms	Project		Γ]	
				_]	

Quantity		Description	Rate	Amount
	1	Supply and install a new 40 circuit panel, indoor top of the line Cutler hamer type CH & a 200amp rated feed through main outdoor raintite panel and ground rod	2,350.00	2,350.00
	1	Permit	100.00	100.00
	1	200amp rated surge protector for power,cable and telephone	295.00	295.00
	1	Change out the feeder wire to 4/0 200 amp 95'	900.00	900.00
		1986 Sunny Side Drive, Brentwood, Williamson county37027	0.00	0.00
		Computer Sales Tax Paud in July GPL Jawey	9.25%	0.00
PLAINT		6	Total	\$3,645.00
<u>H-1</u>	0			

Case 1:23-cv-01097-PLM-RSK ECF No. 53-8, PageID.4299 Filed 03/25/24 Page 12 of 15



Proposal

<u>1854 BAKER ROAD</u> <u>GOODLETTSVILLE , TN. 37072</u> <u>708-7755</u>

SUBMITTED TO:	Date: 10/12/11
Name: JEFF FENTON	Job Name: GREENSPEED INFINITY
Address: 1986 SUNNYSIDE DR	Address: 1986 SUNNYSIDE DR- 37027
City, State, Zip: BRENTWOOD, TN 37027	Phone No.: 837-1301

We hereby submit specifications and estimates for:

INSTALL CARRIER 4 TON INFINITY 25VNA048A003 / FE4ANB006T00 18.3 SEER / 12.5 HSPF

GREENSPEED HEAT PUMP SYSTEM WITH 3 ZONES.

MAIN FLOOR AREA, CRAWLSPACE, AND BONUS ROOM AND GARAGE, WITH GARAGE HAVING

INDEPENDENT DAMPER CONTROLLED BY ON / OFF SWITCH. PROPOSAL ALSO INCLUDES

NEW DUCT SYSTEM, ALL PIPING AND CONTROL WIRING AND INFINITY CONTROLS.

ELECTRICAIN TO PROVIDE CIRCUIT FOR 15 KW FAN/COIL & RECEPTACAL & LIGHT.

ALSO INCLUDES CARRRIER GAPABXCC2420 AIR PURIFIER & UVLCC2LP1020 DUAL UV LIGHT.

ONE YEAR WARRANTY ON LABOR

TEN YEAR WARRANTY ON PARTS AND COMPRESSORS

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

TWENTY SIX THOUSAND ONE HUNDRED EIGHTY & 00/100 dollars (\$26,180.00

with payment to be made as follows: **ON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:



NOTE: This proposal may be withdrawn by us if not accepted within 30 Days

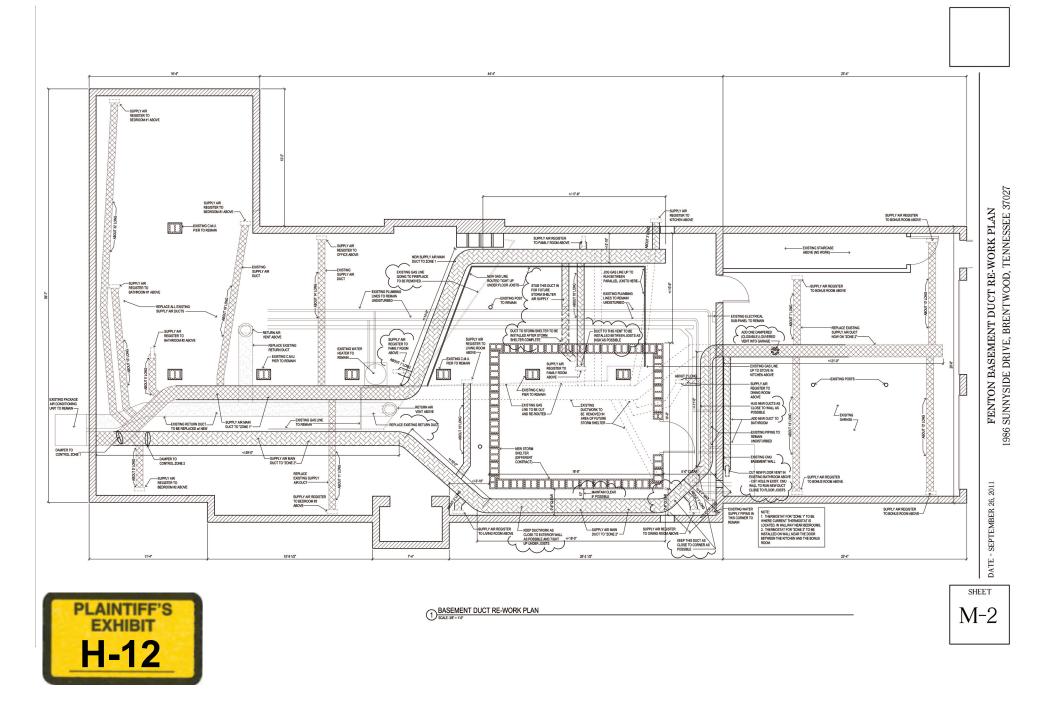
Acceptance of Proposal

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:	Signature:	
PLAINTIFF'S EXHIBIT	Signature:	MAR D. AS
<u>H-11</u>		

https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

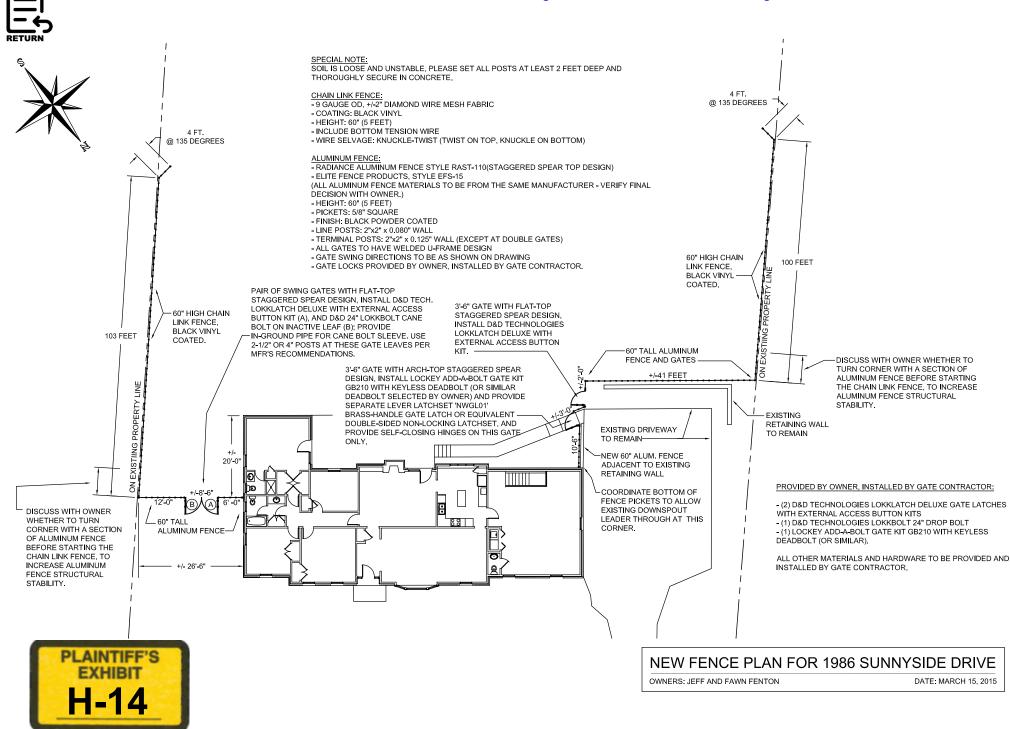


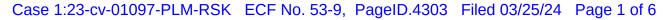




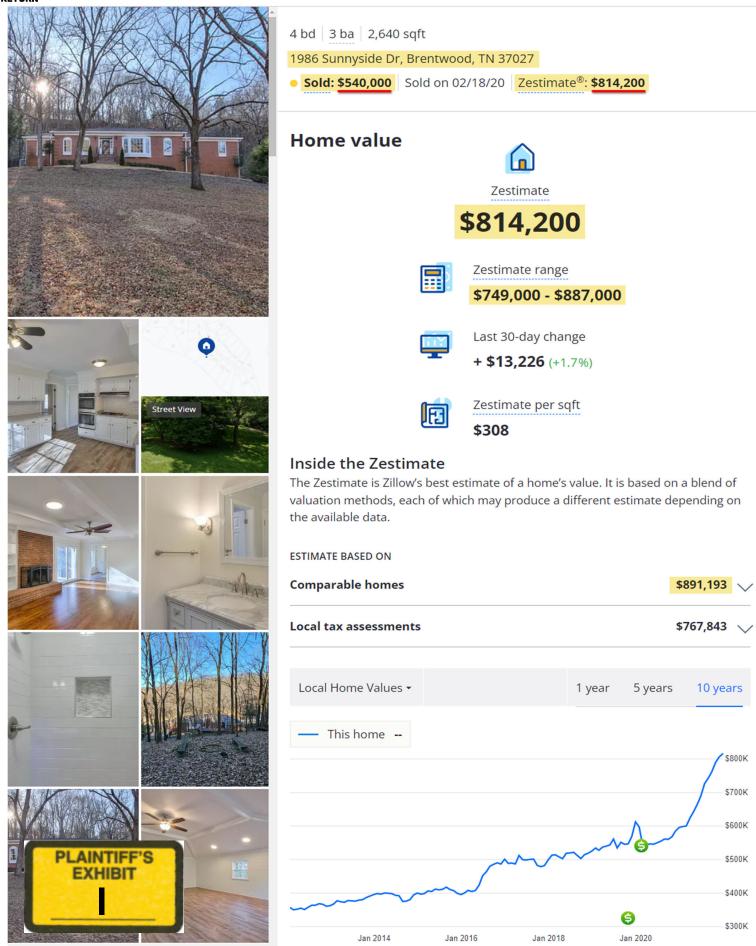
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Case 1:23-cv-01097-PLM-RSK ECF No. 53-8, PageID.4302 Filed 03/25/24 Page 15 of 15



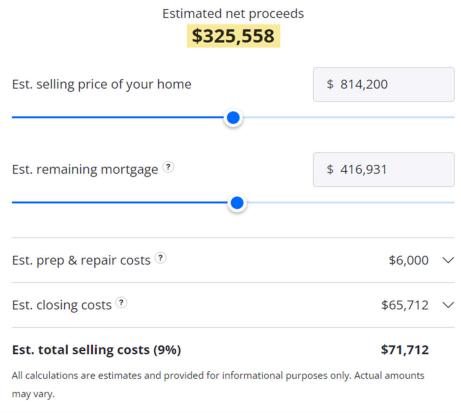


Report Generated on January 3rd, 2022



https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf





Comparable homes

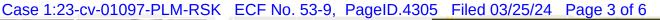
These are recently sold homes with similar features to this home, such as bedrooms, bathrooms, location, and square footage.

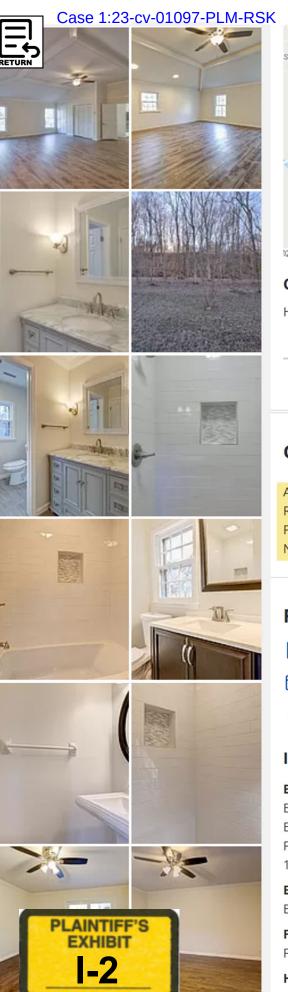
	OUR NEIGHBOR'S HOUSE		
	RealTrace MLS as distributed by MLS GRID	RealTrace MLS as distributed by MLS GRID	T.
This home	1969 Sunny Side Dr	2 2011 Sunny Side Dr	3 2011 S
\$814,200	\$820,000	\$720,000	\$720,0 0
• Sold	Sold 8 months ago	Sold 12 months ago	🔸 Sold 1 🜔
4 beds	3 beds	4 beds	4 beds
3 baths	3 baths	3 baths	3 baths
2640 sqft	2598 sqft	3429 sqft	3429 sqft
\$308 / sqft	\$316 / sqft	\$210 / sqft	\$210 / sq
	MLS ID #2250642, Vivian Armstrong, 615-815-9132, 615- 815-9132	MLS ID #2202892, Rachel Barry Stinson, 615-397-4307, 615-200- 8679	

OUR NEIGHBOR'S HOUSE

AINTIFF'S

EXHIBIT

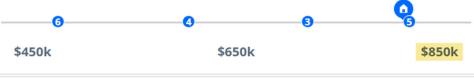






Comparative value

Here's how this home's value estimate compares to similar homes nearby.



Overview

ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Facts and features

- Singlefamily
- Built in 1977
- Forced air, electric

Interior details

Bedrooms and bathrooms Bedrooms: 4

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

Basement Basement: Unfinished

Flooring Flooring: Hardwood

Heating Heating features: Forced air, Electric



- **P** 5 Parking spaces
- Acres 1.05 Acres

Cooling Cooling features: Central

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

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

https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf

Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

Edit



Report Generated on January 3rd, 2022.

As of the date of this report, the Owner appears to be using the Property as a <u>Rental</u>.

Though it seems strange to pay \$540k to purchase a home for a RENTAL. Based upon my 17-Years as a Licensed Tennessee Real Estate Agent, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt. As the VALUE of this property exponentially INCREASES over the next 10-15 years.

Case 1:23-cv-01097-PLM-RSK ECF No. 53-9, PageID.4306 Filed 03/25/24 Page 4 of 6

Property details

Property

Cement / Concrete

Type and style

Roof: Asphalt

Utility

Parking Total spaces: 5 Parking features: Garage - Attached, Off-street, Covered

Exterior features: Shingle, Brick,

View description: Park, Mountain

Construction details

Home type: SingleFamily Material information Foundation: Crawl/Raised

Report Generated on January 3rd, 2022

Lot Lot size: 1.05 Acres

Other property information Parcel number: 094013JA03500

Condition

Year built: 1977

Water information: City Water

Community and Neighborhood Details

Location Region: Brentwood

Other financial information

Annual tax amount: \$2,147

Other facts

Basement Description: Crawl Floor Types: Finished Wood **Oven Source: Electric** Sewer System: Septic Tank Bedroom 1 Description: Master BR **Downstairs** Construction Type: All Brick Cooling System: Central Garage Capacity: 2 Heating Source: Electric Heating System: Central Water Source: City Water Garage Description: Attached - SIDE Interior Other: Ceiling Fan, Storage, Wood Burning FP Living Room Description: Fireplace Oven Description: Double Oven Range Description: Cooktop Patio/Deck: Deck **Built Information: Renovated** Basement Type: Other Kitchen Description: Eat-In Master Bath Description: Ceramic Dining Room Description: Separate

Range Source: Gas Fence Type: Partial Area: 10-Williamson County County: Williamson County, TN **Cooling Source: Gas** Contingency Type: Inspection Property Class: Residential Sq. Ft. Measurement Source: Prior Appraisal Acreage Source: Calculated from Plat Full Baths Main: 2 New Construction: 0 Number Of Fireplaces: 1 Number Of Stories: 2.00 Half Baths Main: 1 Kitchen Dimensions: 13x11 Rec Room Dimensions: 25x20 Tax Amount: 2080 Sq. Ft. Main Floor: 2640 Mls Status: Under Contract - Showing Standard AINTIFF'S EXHIBIT Contract Listing Ty

https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf Ca

Case 1:23-cv-01097-PLM-RSK ECF No. 53-9, PageID.4307 Filed 03/25/24 Page 5 of 6

Due to the LOCATION, the massive growth of the Greater Nashville Area, along with the unique characteristics of this property, I had estimated that it would be worth a MILLION DOLLARS and that we would have it completely paid-off within that time period. (Our Retirement "Nest Egg".)

So far the property has been outperforming even my investment expectations. Between 2/18/2020 & 1/3/2022, it appreciated another \$<u>300k</u> in VALUE. WORTH over \$<u>800k</u>, while we only owed \$<u>300k</u>.

Which is the <u>RETURN</u> on our <u>Pre-Marital Retirement</u> <u>Funds, INVESTED in Williamson County Real Estate!</u>

STOLEN: "Under Color of Law" by Judge Michael W. Binkley, Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, with the help of a HALF-DOZEN of their POWERFUL FRIENDS and ASSOCIATES!

> OUR COURT ORDERED AUCTION After WE INVESTED \$200k MORE PLUS 9-Years of Hard Work!

We INSTANTLY LOST about \$250k the DAY that our home AUCTIONED!

Price histo	ory		A	
Date	Event	Price		or Resold 4-Months Later et for a \$200,000 Profit!
2/18/2020	Sold	\$540,000	(-10%)	\$205/sqft
Source: Public	Record Report			
1/13/2020 Source: Bench	Price change nmark Realty, LLC Repor	\$599,990 t	(-3.2%)	\$227/sqft
	Price change nmark Realty, LLC Repor	\$619,900 t	(-3.1%)	\$235/sqft
	Listed for sale nmark Realty, LLC Repor	\$639,900 t	(+97.3%)	\$242/sqft
10/30/2019	Sold	\$324,359	(-7.3%)	\$123/sqft
5/12/2011	Sold	\$350,000	*	\$133/sqft
Source: Public	Record Report			e. Home Needed Massive ents for Health & Safety!
4/22/2011 Source: Zeitlir	Listing removed	\$360,000		\$136/sqft
	Listed for sale	\$360,000	(+42.3%)	\$136/sqft
7/13/2005 Source: Public	Sold Record Report	\$253,000	(+11%)	\$96/sqft
8/10/1998 Source: Public	Sold Record Report	\$228,000		\$86/sqft
Public tax	history			
Year	Property Taxes		Tax Asse	ssment
2020	\$2,147		\$96,725	
2019	\$2,147 (+3.2%)		\$96,725	
2018	\$2,080		\$96,725	
2017	\$2,080		\$96,725	
2016			\$96,725 (-	+23.7%)
2015			\$78,175	
2014			\$78,	PLAINTIFE'S
2013			\$78,	EXHIBIT
2012			\$78,	-4
2011			\$78, 175	123.370)

Report Generated on January 3rd, 2022



Neighborhood: 37027



Nearby homes



Nearby schools in Brentwood

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

GreatSchools rating



Grassland Elementary Grades: K-5 Distance: 0.8 mi



9/10

Grassland Middle School



Grades: 6-8 Distance: 0.9 mi **Franklin High School**

Grades: 8-12 Distance: 5 mi



Report Generated on January 3rd, 2022

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



	IN THE CHANCERY CO	OURT FOR WILLIA	MSON COU	NTY, TENNESSEE	
		AT FRANKLIN		2019007.10	
FAWN	FENTON,)		2019 OCT 10 AM 9: 56	
Р	laintiff/Wife,)		FILED FOR ELTRY 10-10-14	G
vs.)	No. 48419B		1
	Y RYAN FENTON,))			
D	efendant/Husband.) ORDER	<u>C</u> (0 P Y	

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

It is therefore **ORDERED**, **ADJUDGED** and **DECREED** that Husband came to the home **COULD** during the week of October 7, 2019 with a U-Haul truck and removed the items that he wanted. The remaining items were Wife's and/or items to donate. All property has now been removed so that the closing may take place on October 15, 2019. The auction brought sufficient funds to pay the costs of the sale and both first and second mortgages however there will not be anything proceeds remaining to disburse between the parties.

It is further ORDERED, ADJUDGED and DECREED that Wife is hereby granted authority to sign the deed conveying the property located at 1986 Sunnyside Drive, Brentwood, TN 37027, and another other necessary documents, to effectuate the payoff of the mortgages and

for closing without Husband's signature.

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



ENTERED on this 10° day of 2019.

ALL actions taken against me (in EVERY "Hearing"), were primarily "FRAUD UPON THE COURT(s) by OFFICERS OF THE COURT(s)". Through a complex "Conspiracy Against my Rights and my Property, Under Color of Law, Office, and Official Right", spanning BOTH State and Federal Courts in tandem. Strategically planned in advance and executed illegally in horrible-faith, to intentionally CIRCUMVENT my Federal Rights under the Federal Rules of Bankruptcy Procedure (ex-wife fraudulently filed in secret - with the help of multiple corrupt Attorneys & Judge(s)). The Court & Counsel committed roughly a dozen Title 18 Crimes Against me, about 50-100 Violations of Tennessee's Rules of Judicial & Professional Conduct, plus approximately a dozen Tennessee State Crimes (primarily felonies), viscously destroying me beyond benefit to ANY party! Repeatedly denying me ANY "ADA Accommodations", as they targeted, attacked, and overwhelmed my known disabilities!

Case 1:23-cv-01097-PLM-RSK ECF No. 53-10, PageID.4310 Filed 03/25/24 Page 2 of 2

NOT ONE legal, lawful, honest, honorable, equal, equitable, fair, impartial, good-faith, or humane action took place between EITHER the Williamson County Chancery Court in Docket #48419B, OR the United States Bankruptcy Court for the Middle District of Tennessee in Case 3:19-bk-02693. NOT ONE!



APPROVED FOR ENTRY:

VIRGINIA LEE STÓRY; BPR #11700 Attorney for Wife 136 Fourth Avenue South Franklin, TN 37064 (615) 790-1778 virginia@tnlaw.org

Unknown to me, and undisclosed by any party, my abusive, vexatious, unethical, opposing counsel, Attorney Virginia Lee Story (I believe the "mastermind" of this entire scam), is a close "FAMILY FRIEND" and vacationing/partying buddy of Presiding Judge Michael W. Binkley. Repeatedly exposed by the Tennessean Newspaper and admitted, while claiming their friendship does not jeopardize impartiality.

This NEGLIGENTLY DENIES the LAWS of HUMANITY, where the KNOWN and TRUSTED PARTY will always have an advantage over the UNKNOWN PARTY!

SEE: https://www.facebook.com/judgebinkley to discover the tip of the iceburg!

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. firstclass mail and email to:

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

on this the 10 day of October, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. firstclass mail and email to:

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

on this the 10^{-10} day of October, 2019.

EXHIBIT CLERK

AINTIFF'S

There went \$250,000 of OUR EQUITY, our life's savings, our premarital retirement funds, and the proceeds of a DECADE of MY HARD and painstaking LABOR! As of the DAY the ILLEGALLY FORCED AUCTION took place! While the property has appreciated roughly \$100k per YEAR since! It was worth \$800k in 2022, while we only owed \$300k on the mortgages! Yet the Court and Counsel left us without a PENNY toward our relocation, survival, or retirement! ABSOLUTELY NOTHING!

PARTIES LIKELY INVOLVED IN CRIMES & MISCONDUCT IN THIS CASE: 2-Judges, 7-Attorneys, 2-Paralegals, and 2-Brokers (to START).

ENDING with the Involvement, Discrimination, Collusion, Conspiracy, and/or the Refusal to Assist by a Total of 5-Judges, 11-Attorneys, 2-Paralegals, and 2-Brokers. While you can add a USTP Trial Attorney to that also now, who threatened that my ex-wife will be in danger, if I expose all these POWERFUL CRIMINALS, who are committing crimes against humanity!



Case 1:23-cv-01097-PLM-RSK ECF No. 53-11, PageID.4311 Filed 03/25/24 Page 1 of 14

LEASE AGREEMENT

- FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027 This Lease Agreement is entered into this _26th, day of ______, 2019_ between LANDLOR<u>D. Jeffrev R. Fenton, owner of 198</u>6 Sunny Side Drive, Brentwood, TN 37027 PARTIES 1. and TENANT MERRIMAN in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee. LEASED LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side 2. PROPERTY Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.) Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence **EXCLUSIONS** 3. being excluded from the LEASED PROPERTY: Master Bedroom and Bathroom Office • Attic . Crawl Space . Most of the Garage (minimal storage is allowed Tenants on one side) Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis. 4. **OCCUPANTS** As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together. The initial Term of this Lease shall commence at 7:00 am on 3/26/2019 for the term of 12 months and 6 days, and shall end at 7:00 am on 4/11/2020. LEASE TERM 5 RENT During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the 6. amount of <u>Seven</u> How Deeb + FIFTY Dollars (\$ 750.00) per month on or before the first (Ist) of each month, by check, money order, electronic transfer, or other traceable means (no cash please). In the event that the first day of the Lease Term is other than the first (1st) of the month, the first month's Rent shall be determined on a pro rata basis. The TENANT shall pay a Security Deposit of 250.00, on or before the first day of the Lease SECURITY 7. DEPOSIT Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property. The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property: The full term of the Lease Agreement must be satisfied. A. B
 - B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.
 - C. No damage has been done to the Leased Property beyond expected normal wear and tear.
 - D. The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.
 - E. No holes, burns, or stains are found on the carpeting or flooring.
 - F. No unpaid Rents or damage charges are outstanding.

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

3. WILDLIFE



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

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

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

TENANT'S INITIALS:



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

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

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

- 10. PERSONAL TENANTS shall be entitled to their own Personal Privacy & Peaceful Enjoyment of the Leased Property. PRIVACY & Neither the TENANTS, the Landlord, nor the Landlord's agents or assigns, shall use the Leased Property PEACEFUL or behave in such a way as to create a nuisance, annoy, disturb, inconvenience, or interfere with the **ENJOYMENT** Peaceful Enjoyment of others at the property, or any nearby resident. TENANTS shall obey all Federal, State, and Local laws. If law enforcement is called to the Leased Property due to the unlawful conduct or activities of any TENANT or their guests, that TENANT shall be considered in Default of this Lease Agreement. Should there be any concern of a domestic disturbance, abuse, violence, drugs, property damage, or similar condition placing the household at risk, then TENANT will need to find other lodging within 24 hours (if they can remain calm and non-threatening throughout that period). In such a case, TENANT would forfeit any pre-paid rents, in addition to their security deposit, for being in default. If the TENANT is unable to calm down or continues to present a credible risk to the property and/or its inhabitants, then the TENANT will need to leave the property immediately, as the lock codes shall be changed, to prevent further access. If deemed necessary, for the purpose of protecting the property and its occupants, the Sheriff's Department will be asked to escort the Tenant, who is in default, from the Leased Property. Under such extreme circumstances, TENANT shall not be allowed to return to the property, to retrieve their personal possessions, without the Sherriff's Department being present, to supervise and ensure TENANT'S peaceful and safe transition out of this property. Again, no funds shall be refunded or returned to the TENANT, after such a traumatic and disruptive incidence.
- 11. SUBLEASE The TENANT shall not have the right to pledge or assign his leasehold interest or to sublet the Leased Property or any part thereof.
- 12. TENANT'S PERSONAL PROPERTY All of the TENANT'S personal property on the Leased Property shall be at risk of the TENANT only, and the LANDLORD shall not be liable for any damage thereto or theft thereof. The LANDLORD shall not provide any insurance to cover the TENANT'S personal property – the burden of such insurance lies entirely with the TENANT. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE ADEQUATE RENTERS INSURANCE TO PROTECT THE TENANT'S PERSONAL PROPERTY.
- 13. INDEMNI-FICATION TENANT expressly releases the LANDLORD from any and all liability for any damages or injury to the TENANT, their guests, or any other person, or to any property, occurring on or near the Leased Property, unless such damage is the direct result of obviously reckless negligence or an unlawful act of the LANDLORD or their agents.
- 14. REPAIRS AND REIMBURSE-MENT The Tenant agrees to notify the Landlord and an appropriate representative or agency should the Landlord be unavailable at the time, of the following items <u>immediately upon discovery</u>: fire; gas leaks; electrical shorts; wind or storm damage; burglary, vandalism or other criminal activity on or near the Leased Property; water leaks; plumbing stoppages, heating or air conditioning malfunctions; and major appliance malfunctions. For any damages or malfunctions that occur as a result of the conduct or negligence of the Tenant or the Tenant's guests, the Tenant shall be responsible for all costs of repairs and agrees to pay these damages to the Landlord immediately upon request. The Landlord shall be given reasonable time to arrange for repairs, considering the nature of the problem and availability of repair services and parts for that item.
- 15. RIGHT OF ACCESS The bedrooms for both the Landlord and the Tenants, are to remain their private personal spaces, without intrusion for any reason. The ONLY exceptions being if there is an immediate legitimate threat to either property or life, or if the Tenant is suspected to have experienced a medical emergency or to have possibly deceased.
- 16. MOVE-OUT When moving out, the Tenant agrees to surrender the Leased Property to the Landlord in the same condition as when the Tenant first moved-in, normal wear excepted. "Normal wear" means that which occurs day-to-day without negligence, carelessness, accident, or abuse. Tenant agrees that normal and reasonable wear does NOT include that caused by pets and that the Landlord's judgment shall be the sole factor determining any damage.



LEASE AGREEMENT (Page 2 of 4) Rev. 3/25/2019



Case 1:23-cv-01097-PLM-RSK ECF No. 53-11, PageID.4313 Filed 03/25/24 Page 3 of 14

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

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

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

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

Additional contact information for the Landlord:

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

Email:

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

- 18. CASUALTY If the Leased Property is damaged or destroyed by fire, water, lightning, or other disasters that are in no way attributable to acts of the Tenant or the Tenant's occupants or guests to an extent that use of the Leased Property is severely impaired, the Tenant may immediately vacate the Leased Property and shall notify the Landlord, in writing and within fourteen (14) days, of the intent to terminate this Lease Agreement. Upon acceptance of this termination due to Casualty, the Landlord shall return all Security Deposits to the Tenant, and prepaid Rent for that month shall be pro-rated to the date of the Casualty and the remainder returned. Landlord shall not have the common areas of the home remodeled, or any construction performed which may interfere with the Tenant's Personal Privacy & Peaceful Enjoyment of the Leased Property, without first obtaining the written consent of both Tenants to perform such work.
- 19. SALE If the Landlord sells this property, or places it up for sale, whether voluntarily or by court order, or in any way the ownership of this property or rights to sell this property are conveyed to another party, whether by foreclosure or other legal process, during the term of Tenancy per this Agreement, the assuming, owning, or controlling party, and their agents/assigns must continue to comply in-full with the terms of this Lease Agreement, until such a time as the term of this Lease has been fulfilled, and the Tenant has been given proper legal notice of any changes desired by the new owners, or to vacate the Leased Property, with plenty of time to find a comparable rental, in both cost and location, as well as to make that move smoothly, without any abrupt disturbances, to their life.

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

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

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

- 21. LEGAL FEES & Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in any action for breach of this Lease Agreement or failure to pay Rent or other monies due, provided the judgment is in the Landlord's favor. Alternately, Landlord agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Tenant incurs in any action for breach of this Lease Agreement by Landlord, for failure to honor or complete the full-term of this Lease, or for opening/entering the Tenant's bedroom for any reason without Tenant's prior permission in writing, on a case-by-case basis. Both Landlord and Tenant reserve the right, to turn any delinquent debts owed to themselves, by the other party, over to a Collection Agency or other such organization which may adversely affect the debtor's credit rating and ability to qualify for credit in the future.
- 22. NO WAIVER Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease Agreement shall not operate as a waiver of any such Lease Agreement provision or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease Agreement may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- 23. SAVINGS CLAUSE If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.

24. LEAD BASED PLAINTIFF'S EXHIBIT K-2 Housing built before 1978 may contain lead-based paint. This property was built in 1977 so it could contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the building. In compliance with Federal guidelines, Landlord has provided to Tenant a printed copy of the EPA pamphlet "Protect Your Family From Lead In Your Home", which Tenant herein acknowledges receipt of. Additional copies are available online at http://www.hud.gov.

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

TENANT'S INITIALS:



25. PERSONAL INTEREST DISCLOSURE

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

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

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

Jeffrey R. Fenton LANDLORD LANDLORD STCNATOR =19 26 50 F 20 BINDING AGREEMENT DATE TIME

ME	RRIMAN	
TENANT (Print Name)		
TENANT SIGNATURE 3/26/2019	7:57 PM	cst
BINDING AGREEMENT DATE	TIME	



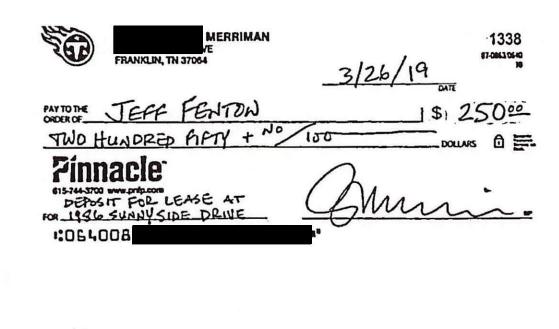
LEASE AGREEMENT (Page 4 of 4) Rev. 3/25/2019

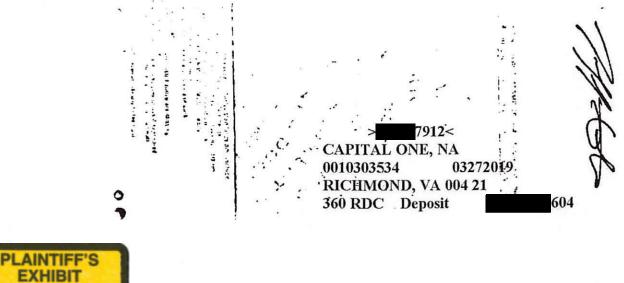
	Case 1:23-0	v-01097-PLM-RSK	ECF No. 53-11,	PageID.4315	Filed 03/25/24	Page 5 of 14
			MERRIMAN E	_3/24	6/19 DATE	1338 87-0863/0640 10
	PAY TO THE ORDER OF	JEFF FE	NTOW TY + NO/	100	\$ 2	RS I Security Person
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	Harland Clarke					
		W FRANKLIN, TN 37064	MERRIMAN /E	3/26	L19 DATE	1341 87-0863/0640 10
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			MERRIMAN E	4/1/1	9 DATE	1343 87-0863/0640 10
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Check Details

Account:	360 Savings5604
Available Amount:	\$250.00
Check Amount:	\$250.00
Deposit Date:	Tuesday, March 26, 2019



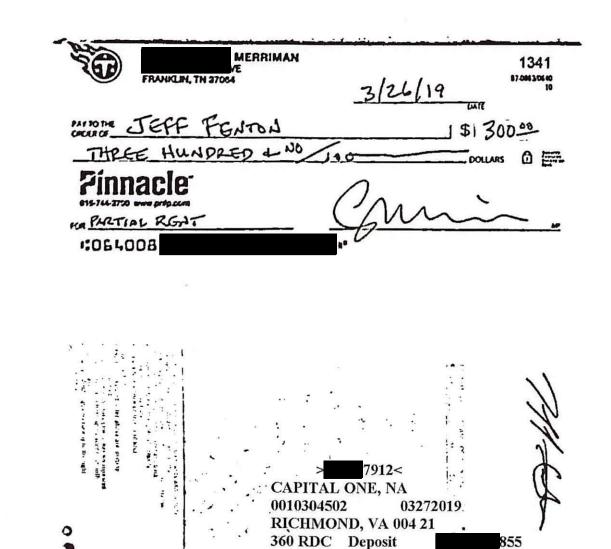




Capital One

Check Details

Account:	360 Checking5855
Available Amount:	\$300.00
Check Amount:	\$300.00
Deposit Date:	Tuesday, March 26, 2019

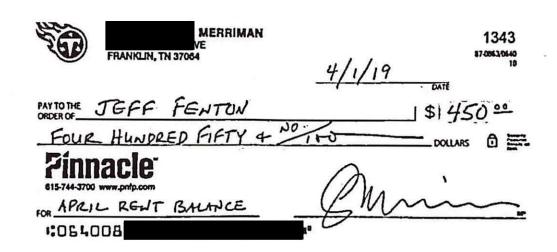


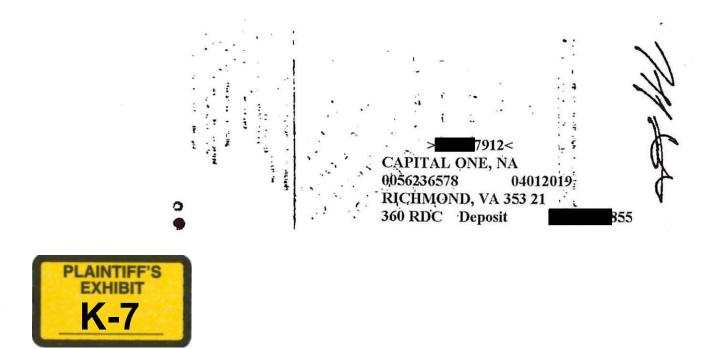




Check Details

Account:	360 Checking5855
Available Amount:	\$450.00
Check Amount:	\$450.00
Deposit Date:	Monday, April 1, 2019





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



Case 1:23-cv-01097-PLM-RSK ECF No. 53-11, PageID.4319 Filed 03/25/24 Page 9 of 14

LEASE AGREEMENT

- FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027 This Lease Agreement is entered into this _____ 2019 APRIL PARTIES , day of _ 1. between LANDLORD, Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 37027 and TENANT ARCIA in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee. LEASED LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side 2. PROPERTY Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.) Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence 3. **EXCLUSIONS** being excluded from the LEASED PROPERTY: Master Bedroom and Bathroom Office . • Attic Crawl Space • Most of the Garage (minimal storage is allowed Tenants on one side) . Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis. **OCCUPANTS** As a governing principal, no visitor or guest can spend so much time on the property, that it feels as 4. though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together. 4/9 LEASE TERM The initial Term of this Lease shall commence at 7:00 am on 2019 for the term 5. of 11 months and 22 days, and shall end at 7:00 am on RENT During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the 6. amount of <u>Six Hondreen Fifty</u> Dollars (\$ 650.00) per month on or before the first (1st) of each month, by check, money order, electronic transfer, or other traceable means (no cash please). In the event that the first day of the Lease Term is other than the first (1st) of the month, the first month's Rent shall be determined on a pro rata basis. The TENANT shall pay a Security Deposit of # 250.00, on or before the first day of the Lease 7. SECURITY Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property. DEPOSIT The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property: The full term of the Lease Agreement must be satisfied. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to B. the LANDLORD at least thirty (30) days prior to vacating the Leased Property. No damage has been done to the Leased Property beyond expected normal wear and tear. C. D. The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property. E. No holes, burns, or stains are found on the carpeting or flooring.
 - No unpaid Rents or damage charges are outstanding. F.

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

WILDLIFE



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

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





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

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

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

- 10. PERSONAL TENANTS shall be entitled to their own Personal Privacy & Peaceful Enjoyment of the Leased Property. PRIVACY & Neither the TENANTS, the Landlord, nor the Landlord's agents or assigns, shall use the Leased Property PEACEFUL or behave in such a way as to create a nuisance, annoy, disturb, inconvenience, or interfere with the **ENJOYMENT** Peaceful Enjoyment of others at the property, or any nearby resident. TENANTS shall obey all Federal, State, and Local laws. If law enforcement is called to the Leased Property due to the unlawful conduct or activities of any TENANT or their guests, that TENANT shall be considered in Default of this Lease Agreement. Should there be any concern of a domestic disturbance, abuse, violence, drugs, property damage, or similar condition placing the household at risk, then TENANT will need to find other lodging within 24 hours (if they can remain calm and non-threatening throughout that period). In such a case, TENANT would forfeit any pre-paid rents, in addition to their security deposit, for being in default. If the TENANT is unable to calm down or continues to present a credible risk to the property and/or its inhabitants, then the TENANT will need to leave the property immediately, as the lock codes shall be changed, to prevent further access. If deemed necessary, for the purpose of protecting the property and its occupants, the Sheriff's Department will be asked to escort the Tenant, who is in default, from the Leased Property. Under such extreme circumstances, TENANT shall not be allowed to return to the property, to retrieve their personal possessions, without the Sherriff's Department being present, to supervise and ensure TENANT'S peaceful and safe transition out of this property. Again, no funds shall be refunded or returned to the TENANT, after such a traumatic and disruptive incidence.
- 11. SUBLEASE The TENANT shall not have the right to pledge or assign his leasehold interest or to sublet the Leased Property or any part thereof.
- 12. TENANT'S PERSONAL PROPERTY All of the TENANT'S personal property on the Leased Property shall be at risk of the TENANT only, and the LANDLORD shall not be liable for any damage thereto or theft thereof. The LANDLORD shall not provide any insurance to cover the TENANT'S personal property – the burden of such insurance lies entirely with the TENANT. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE ADEQUATE RENTERS INSURANCE TO PROTECT THE TENANT'S PERSONAL PROPERTY.
- 13. INDEMNI-FICATION TENANT expressly releases the LANDLORD from any and all liability for any damages or injury to the TENANT, their guests, or any other person, or to any property, occurring on or near the Leased Property, unless such damage is the direct result of obviously reckless negligence or an unlawful act of the LANDLORD or their agents.
- 14. REPAIRS AND REIMBURSE-MENT The Tenant agrees to notify the Landlord and an appropriate representative or agency should the Landlord be unavailable at the time, of the following items <u>immediately upon discovery</u>: fire; gas leaks; electrical shorts; wind or storm damage; burglary, vandalism or other criminal activity on or near the Leased Property; water leaks; plumbing stoppages, heating or air conditioning malfunctions; and major appliance malfunctions. For any damages or malfunctions that occur as a result of the conduct or negligence of the Tenant or the Tenant's guests, the Tenant shall be responsible for all costs of repairs and agrees to pay these damages to the Landlord immediately upon request. The Landlord shall be given reasonable time to arrange for repairs, considering the nature of the problem and availability of repair services and parts for that item.
- 15. RIGHT OF ACCESS The bedrooms for both the Landlord and the Tenants, are to remain their private personal spaces, without intrusion for any reason. The ONLY exceptions being if there is an immediate legitimate threat to either property or life, or if the Tenant is suspected to have experienced a medical emergency or to have possibly deceased.
- 16. MOVE-OUT When moving out, the Tenant agrees to surrender the Leased Property to the Landlord in the same condition as when the Tenant first moved-in, normal wear excepted. "Normal wear" means that which occurs day-to-day without negligence, carelessness, accident, or abuse. Tenant agrees that normal and reasonable wear does NOT include that caused by pets and that the Landlord's judgment shall be the sole factor determining any damage.



LEASE AGREEMENT (Page 2 of 4) Rev. 3/25/2019

TENANT'S INITIA



Case 1:23-cv-01097-PLM-RSK ECF No. 53-11, PageID.4321 Filed 03/25/24 Page 11 of 14

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

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

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

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

Additional contact information for the Landlord:

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

Email:

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

18. CASUALTY

17. NOTICE

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

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

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

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

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

- 21. LEGAL FEES & Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in any action for breach of this Lease Agreement or failure to pay Rent or other monies due, provided the judgment is in the Landlord's favor. Alternately, Landlord agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Tenant incurs in any action for breach of this Lease Agreement by Landlord, for failure to honor or complete the full-term of this Lease, or for opening/entering the Tenant's bedroom for any reason without Tenant's prior permission in writing, on a case-by-case basis. Both Landlord and Tenant reserve the right, to turn any delinquent debts owed to themselves, by the other party, over to a Collection Agency or other such organization which may adversely affect the debtor's credit rating and ability to qualify for credit in the future.
- 22. NO WAIVER Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease Agreement shall not operate as a waiver of any such Lease Agreement provision or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease Agreement may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- 23. SAVINGS CLAUSE If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.

24. LEAD BASED



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

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





25. PERSONAL INTEREST DISCLOSURE

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

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

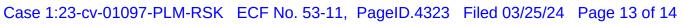
TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS "LEASE AGREEMENT". NO ORAL AGREEMENTS HAVE BEEN MADE WHICH CONFLICT WITH THE CONTENTS HEREIN. TENANT UNDERSTANDS THAT ALL PROVISIONS OF THIS LEASE AGREEMENT ARE MADE FOR THE PURPOSE OF PROTECTING THE LEASED PROPERTY AND PROVIDING FOR THE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

Jeffrey R. Fenton LANDLORD ATURE LANDLORD SIC 9 .019 2 3 30 HU BINDING AGREEMENT DATE TIME

Chran ANT (Print Name C M TE NT SIGNATURE 2019 9 BINDING AGREEMENT DATE PIME



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





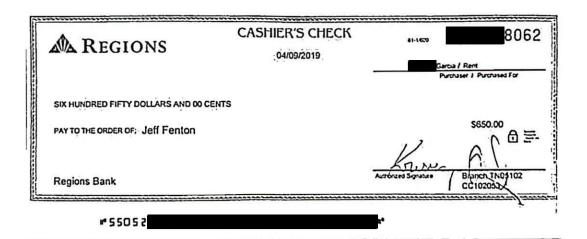
REGIONS	CASHIER'S CHECK 04/09/2019	8062
SIX HUNDRED FIFTY DOLLARS AND 00 CENTS PAY TO THE ORDER OF: Jeff Fenton	s/0/1	Jesse M Garcia / Rent Purchaser / Purchased For \$650.00 Fee \$0.00
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Regions Bank		CC102053
REGIONS	CASHIER'S CHECK 04/09/2019	61-1/620 Garcia / Rent Purchaser / Purchased For
SIX HUNDRED FIFTY DOLLARS AND 00 CENTS	5	
PAY TO THE ORDER OF: Jeff Fenton		\$650.00 The set
Regions Bank		Authorized Signature Branch TN05102 CC102053
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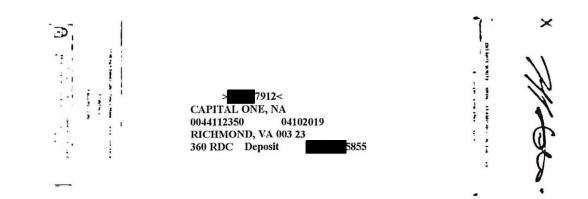




Check Details

Account:	360 Checking5855
Available Amount:	\$650.00
Check Amount:	\$650.00
Deposit Date:	Tuesday, April 9, 2019







2009 Form 1099-R

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

PAGE 1 of 1



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

1-888-285-4563

FAWN FENTON

PO BOX 111777 NASHVILLE TN 37222-1777

PAYER'S name

Vanguard Fiduciary Trust Company

PAYER'S federal Identification number

23-2640992

RECIPIENT'S identification number

-20

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

Plan Name			1			1		
Fund Name			Account num		-		1	-
Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)	IRA/ SEP/ SIMPLE	Box 10: State tax withheld	Box 11: State / Payer's state no.	Box 12: State distribution
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							on 10/23/2009	
							\$12,144.43	
							<i>\</i>	



Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return. Case 1:23-cv-01097-PLM-RSK ECF No. 53-12, PageID.4326 Filed 03/25/24 Page 2 of 16



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

ACCOUNT N	PAGE	
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	010CT09	310CT09
SOCIAL SECURITY	FROM	TO
NUMBER	STATE	IENT PERIOD
KN E-STMT		



Federal C	redit Union ⁽⁹³¹⁾⁴⁵⁵⁻⁵⁴⁴¹	NUMBER STATEMENT PERIOD
NOTICE: S	FAWN FENTON JEFFREY R FENTON P.O. BOX 111777 NASHVILLE TN 37222	**REQUIRED CARD ACT NOTIFICATION** Please note that your loan payment will not be considered late until the 24th of the month. *This applies only to loans under an open end plan. *This does not apply to closed end Real Estate, Indirect Auto and Credit Card loans or loans currently delinquent. *This does not apply to loans with payments that are due after the 24th of month.
	•	
SHARE Suffix 0 OUR JOINT REAL ESTATE	050CT WITHDRAWAL E-Branch Transfer "STD" 600.00 to shar 200CT DEPOSIT	453.02 = 473.60
INVESTMENT HOLDING FUND	DBO Deposit Funds Transfer Fr 200CT WITHDRAWAL	om 064005203 $-453.02 = 20.58$
FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD,	DBO Withdraw Funds For Credit 230CT DEPOSIT Fawn 310CT DIVIDEND through 310CT20 ANNUAL PERCENTAGE YIELD EARNE Average Daily Balance:	Distribution 's Premarital Retirement Funds 10797.02 = 10817.60 09 (After the 2008 Market Crisis) 3.16 = 10820.76 D: 1.16% FOR A 31 DAY PERIOD 3232.62
TN 37027 Purchase Closed on 4/29/2011	Your new balance on 310CT09 Dividends Paid To You In 2009 On	Suffix 0 \$ 42.41
AUTO Loan 1 Prius Paid Off from Fawn's	Your balance at the beginning of 4.75% ***ANNUAL PERCENTAGE .013014% Daily Periodic Ra	the period\$ 1793.13 RATE*** te **FINANCE**
Vanguard Retirement		PAYMENT) **CHARGE**PRINCIPAL (453.02) 6.77 446.25 = 1346.88 account ****580 064005203
Remainder		(1347,41) (0.53) $(1346.88) = (0.00)$
Deposited for Marital Residence	FINANCE CHARGES PAID IN 2009 ON	LOAN 1 \$ 65.53
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	To report a lost or stolen Fre after Credit Union Business Ho	edom (Visa Check) Card urs, call 1-800-250-9655.
Your Financial Summary	Your total Draft balances Your total Share balances Your total Loan balances	\$ 10,820.76
YTD Tax Summary	(May the ENTIRE DURATION of OUR MAR	CIPAL of the " <u>TWO becoming ONE at MARRIAGE</u> ". Throughout RRIAGE. Until after my ex-wife unnecessarily, prematurely, and al Residence. (It was 2,500 SqFt, and NOT a hostile environment.)
PLAINTIFF'	NAME either were technically in. The (Whether for preferential interest ra	LWAYS Held as <u>ONE</u> "Tenancy by Entirety". Regardless of whose ose choices were strategically for the BENEFIT of BOTH of US ates, risk mitigation, etc which was EQUALLY for BOTH OUF T POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

2010 Form 1099-R

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

1-800-662-2739

PAGE 2 OF 3

PAYER'S name

Vanguard Fiduciary Trust Company

JEFFREY RYAN FENTON PO BOX 111777 NASHVILLE TN 37222-1777

PAYER'S federal identification number

23-2640992

RECIPIENT'S identification number

XXX-XX-5069

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

Plan Name		· ·				Department of the Treasury - Internal Revenue Service			
Fund Name		1	Account number			1			
Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Federal income tax	Box 7: Distribution code(s)	IRA/ SEP/ SIMPLE		< 10: State tax withheld	Box 11: State/Payer's state no.	Box 12: State distribution
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								\$17,782.08	
,									

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return. 2^{-3}

01035809



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

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https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

Form 1099-R

OMB No. 1545-0119

AINTIFF'S

(HIBIT



×

Vanguard - Confirmation



Confirmation

Confirmation number W206391261 Thank you. You can print this page for your records.

Vanguard received your transaction on 04/24/2010, at 4:02 a.m., Eastern time.

Redemption requests received before 4 p.m., Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after 4 p.m., Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

Notice of your confirmation will be sent to the Web-registered address below. You can change your e-mail address at any time.

E-mail address	Business@FentonMail.com	
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Fund information	on	
	Account	Jeffrey Ryan Fenton—Roth IRA
	Fund name	Strategic Equity Fund (VSEQX)
	Fund & account	0114-09984339759
Method and am	nount	
	Sale amount	100%
1	Redemption method	Electronic Bank Transfer
Restrictions		
	Restricted until	06/25/2010
Information on Van policies. 06/25/2010		ing policy is available in each fund's prospectus. You can review our redemption
Bank instructio	ons	
	Routing number	264181626
	Name of bank	ASCEND FCU
PLAINTIFF'S	account number	***************************************
EXHIBIT	ank account type	Savings (JOINT HOUSE INVESTMENT FUND)
L-3		$\frac{4}{24}$
nups.//personal.va	mguaru.com/us/1ra	ansRedemptionConfirmation nw 4/24/2010

https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf



Case 1:23-cv-01097-PLM-RSK ECF No. 53-12, PageID.4329 Filed 03/25/24 Page 5 of 16

Vanguard - Confirmation

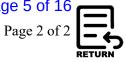
		F
Bank account registration	Jeffrey R Fenton	
	Fawn Fenton	
Withholding information		
Federal withholding	Do not withhold	
@ 1005 2010 The Venguerd Croup Inc. All right	hte reserved Vensuerd Marketing Corp. Distrib Terms & conditions of use Security Conter Obtain	

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https://personal.vanguard.com/us/TransRedemptionConfirmation_nw

4/24/2010



Vanguard - Confirmation



Confirmation

Confirmation number W206391736 Thank you. You can print this page for your records.

Vanguard received your transaction on 04/24/2010, at 3:58 a.m., Eastern time.

Redemption requests received before 4 p.m., Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after 4 p.m., Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

Notice of your confirmation will be sent to the Web-registered address below. You can change your e-mail address at any time.

E-mail address	Business@FentonMail.com
	Businessian enternman.com

Fund information	
Account	Jeffrey Ryan Fenton—Roth IRA
Fund name	REIT Index Fund Inv (VGSIX)
Fund & account	0123-09984339759
Method and amount	
Sale amount	100%
Redemption method	Electronic Bank Transfer
Fee information	
Redemption fee	\$0.00
Restrictions	
Restricted until	06/25/2010
Information on Vanguard's frequent-tradi policies. 06/25/2010.	ng policy is available in each fund's prospectus. You can review our redemption
PLAINTIFF'S EXHIBIT L-5	264181626
ard.com/us/Tra	unsRedemptionConfirmation nw 4/24/2010



Vanguard - Confirmation

Page 2 of 2



Name of bank	ASCEND FCU
Bank account number	***************************************
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)
Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information		
Federal withholding	Do not withhold	

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https://personal.vanguard.com/us/TransRedemptionConfirmation nw

4/24/2010

		•			
			ACCOUNT NU	MBER	PAGE
			25	576580	1
No	550 William Northern Blvd., P.O. Box 1210 Tullahoma, Tennessee 37388)			30APR10
			SOCIAL SECURITY NUMBER	FROM STATEME	TO ENT PERIOD
Federal C	Credit Union ⁽⁹³¹⁾⁴⁵⁵⁻⁵⁴⁴¹		KN E-STMT		
			MORTGAGE SI	PECIAL!	
	FAWN FENTON JEFFREY R FENTON		chrough May 3 ated funds an		
	P.O. BOX 111777	Ascei	nd is offerir	ng a grea	it
	NASHVILLE TN 37222		gage special cendfcu.org c		
		1-800	-342-3086 for	details	
NOTICE: S	ee reverse side for important information				
		C + 1	,		10040.00
SHARE Suffix 0	Your balance at the beginning c 28APR DEPOSIT-ACH-A-INVEST	MY Premarital Ret	rement Funds		12049.92 21808.68
OUR JOINT	VGI-REIT IX IN (INVESTMENT) 28APR DEPOSIT-ACH-INVESTMENT	(After the 2008 N	larkat Crisis)		29832.00
REAL ESTATE	VGI-STR EQUITY (INVESTMENT) 30APR DIVIDEND through 30APR2	010		1.93 =	29843.93
IOLDING FUND	ANNUAL PERCENTAGE YIELD EARN	IED: 1.05%	FOR A 30 DAY		49073.33
FOR OUR	Average Daily Balance:				
MARITAL ESIDENCE AT:	Your new balance on 30APR10			\$ 	29843.93
			Total for this period	Total	date
86 SUNNYSIDE					
TN 37027	TOTAL OVERDRAFT ITEM FEES TOTAL RETURNED ITEM FEES		0.00 0.00	0.0	0
urchase Closed on 4/29/2011	Dividends Paid To You In 2010 C	on Suffix 0	\$	46.01	·
	30APR DIVIDEND through 30APR2 ANNUAL PERCENTAGE YIELD EARN Average Daily Balance: 0 Withdrawals = 0.00 1 Deposit	IED: 0.40% 611.7!	5		
	Your new balance on 30APR10			\$	611.95
			Total for this period	Total year-to-	
	TOTAL OVERDRAFT ITEM FEES		0.00	0.0	0
	TOTAL RETURNED ITEM FEES		0.00	0.0	0
	Dividends Paid To You In 2010 C	n Suffix 7	\$	0.95	
	To report a lost or stolen Fr after Credit Union Business H			55.	
======================================	Your total Draft balances				611.95
Financial Summary	Your total Share balances				
YTD Tax Summary	YEAR-TO-DATE INFORMATION FOR TA Total non-IRA dividends earned			, <u>1</u> ,	
	(May be reported to IRS as inte	erest for the	is calendar y	/ear)Ş	46.96
	We lived under the SPIRITUAL PRI the ENTIRE DURATION of OUR MA irresponsibly ABANDONDED our Ma	ARRIAGE. Until	after my ex-wife	unnecessa	rily, prematurely, a
EXHIBIT	NAME either were technically in. T	hose choices w	ere strategically	for the BEN	NEFIT of BOTH of
L-7	(Whether for preferential interest BENEFIT!) It was a matter of "OUR L				

Case 1:23-cv-01097-PLM-RSK ECF No. 53-12, PageID.4332 Filed 03/25/24 Page 8 of 16

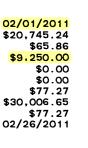




Account Number Credit Limit Available Credit Maturity Date

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

Account Statement
Statement Closing Date
Previous Belanca
Payments
Itenized Advances
Net Adjustments
Fees/Late Charges
FINANCE CHARGE
New Balance
Minimum Payment Due
Payment Due Date





լիսիլիիսոներիլորիներիներիներիներություներությունները

JEFFREY R FENTON PO BOX 111777 NASHVILLE TN 37222-1777



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

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

HUSBAND'S TOTAL PREMARITAL ASSETS INVESTED IN PURCHASE OF MARITAL **Residence at 1986 Sunnyside Drive, Brentwood, TN 37027** \$27,032.08

	Daily Periodic Rate		Periodic Finance Charges	Nominal Annual Percentage Rata
Cash	0.01027397%		\$77.27	3.75%
Annual Percentage	Rate	3.75%	Total Periodic Finance Charges	\$77.27

PAYMENT WILL BE MADE BY AUTODEBIT FROM ACH ACCOUNT 102196610

BANCORPSOUTH P 0 B0X 4360 TUPELO, MS 38803-4360

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

÷.

Account Number 00161000417291 New Balence \$30,006.65 Minimum Payment Due \$77.27 02/26/2011 Payment Due Date Amount enclosed

BANCORPSOUTH P O BOX 2520 TUPELO MS 38803-2520

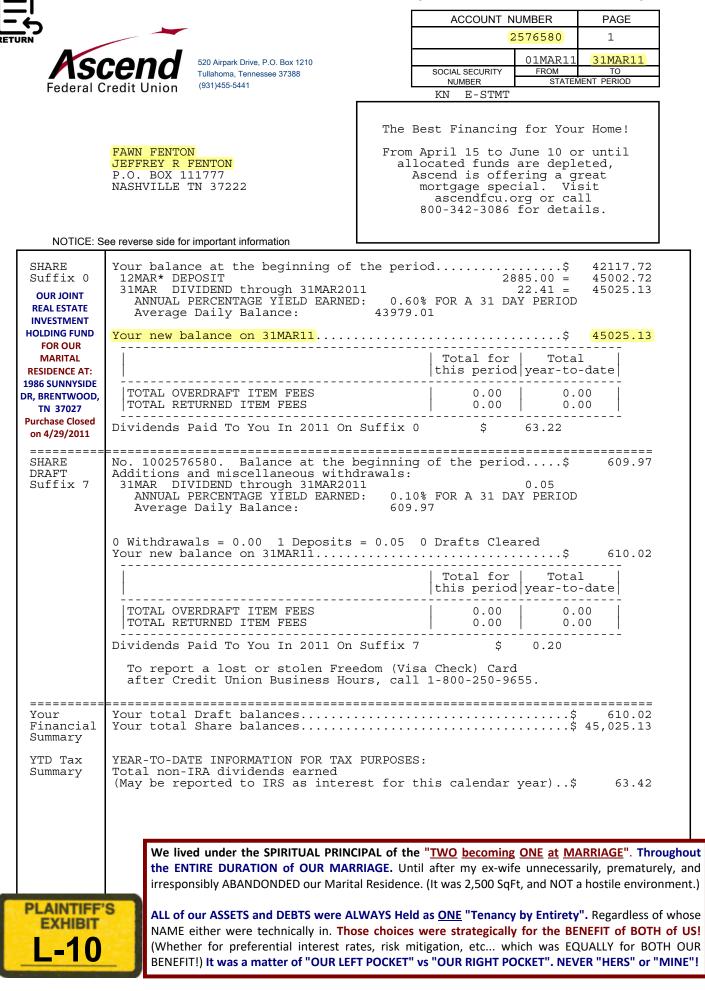


1.11

8.0000 **#00161000417291#**

i	ASCEND FEDERAL CREDIT UNIONP. C. BOX 1210 TULLAHOMA, TN 37388	30 (ACCOUNT NUM 2 CIAL SECURITY NO. KN E-STMT	BER 576580 01JAN11 FROM STATEMENT	PAC 1 31JJ PEROD
	FAWN FENTON JEFFREY R FENTON P.O. BOX 111777 NASHVILLE TN 37222	Paying h debt? Ge Ascend's Call 800	ancial Focus nigh interes et a great r s Easy Equit D-342-3086 o cu.org for d	t on revo ate durin y promoti r visit	g
SHARE <mark>Suffix 0</mark>	Your balance at the beginning of 20JAN DEPOSE 22JAN* DEPOSE 31JAN DIVIDEND through 31JAN201 ANNUAL PERCENTAGE YIELD EARNED:Average Daily Balance:	T 0.65% 35899.49	92 7 19 FORA 31	50.00 = 50.00 = .82 =DAY PERIOD	<mark>413</mark> 420 420
	Your new balance on 31JAN11				
	I TOTAL OVERDRAFT ITEM TOTAL FEESRETURNED ITEMFEES		0.00 0.00	0.0	0
	Dividends Paid To You In 2011 On			-	
SHARE DRAFT Suffix 7	<pre>No. 1002576580. Balance at the h Additions and miscellaneous with 31JAN DIVIDEND through 31JAN20: ANNUAL PERCENTAGE YIELD EARNED:Average Daily Balance: 0 Withdrawals = 0.00 1 Deposits Your new balance on 31JAN11</pre>	.15% 0.15% 609.82	FOR A 31 DA	0.08 Y PERI●D red	
			Total for	Total	
	TOTAL OVERDRAFT ITEM FEES		0.00	 •.•	 0
	Dividends Paid To You In 2011 On				
	To report a lost or stelen Free after Credit Unien Business Hou	irs, call 1	1 - 8 0 0 - 2 5 0 - 9 6	55.	
Yeur Financial Summary	Your total Draft balancesYour total Share balances			\$	6
YT∎ Tax Summary	YEAR-TO-DATE INFORMATION FOR TAX Total non-IRA dividends earned (May be reported to IRS as intere		is calendar	vear)\$	
Previous Year Summary	PRIOR YEAR SUMMARY FOR TAX PURPOS Total non-IRA dividends earned (May be reported to IRS interest 1099 OID dividends will be report	SES: for 2010)		Ş	2

Case 1:23-cv-01097-PLM-RSK ECF No. 53-12, PageID.4335 Filed 03/25/24 Page 11 of 16





Page 1 of 1

Transaction Result Page

Apr. 05, 2011 14:09 POST DATE: Apr. 05, 2011 The transfer of 5,000.00 from 0 : HOUSE SAVINGS To 7 : TENANT DEPOSITS was successful.

Please refer to the following reference information if you have any questions about this transaction.

e-branch Apr. 05, 2011 14:09 Ref: 365729

The following information reflects changes to the accounts or loans involved in this transaction

0 : HOUSE SAVIN	GS		7 : TENANT DEPOSITS			
Previous Available Balance 45,020.13			Previous Available Balance	610.02		
Previous Balance	45,025.13		Previous Balance	610.02		
New Available Balance	40,020.13		New Available Balance	5,610.02		
New Balance 40,025.13			New Balance	5,610.02		



.useeneneu.org/onlineserv/HB/Transfer.cgi?state=post&key=&sourceRef=D0&destinat... 4/5/2011



FAWN FENTON CELL 308-4350 JEFFREY R FENTON P.O. BOX 111777 NASHVILLE, TN 37222	2016 87-8162/2641 TE
PAY TO THE ZEITLIN & CO REALTORS	Social Security Barles of Security Barles of Security Security Barles of Security Barles
AEDC FEDERAL CREDIT LINON Nestrille, Tennossee 37214	
FOR 1986 SUNNYSIDE FARMER HONEY HULL FULL 1:2641816261: 100257658001 2016	for m





Case 1:23-cv-01097-PLM-RSK ECF No. 53-12, PageID.4338 Filed 03/25/24 Page 14 of 16

DATE	TELLER	TRANSACTION / TYPE	ACCOUNT-SFX	PREV BAL	CHK AMT	END BAL
28APR11	723-176	Cashier's Check Sa	al 2576580-0		34500.00	
Payee	: TOUCHS	TONE TITLE AND ESCR	ROW LLC	a da an an taon an tao		
		T (0) T (T)				
		S(0) SD(7) 5525.13 610.02				
		Loan(1) Loan(85)	Loan(90)			
		0.00 0.00	0.00		<u> </u>	
CHECK	NO: 219	813				
onLon						
			4			
					1	
	TOUCHS	TONE TITLE AND ESCR	ROW LLC***			
						· · · · · ·
						Nacara
						Acconc
						Ascence Federal Credit Union
						Federal Credit Union
	-	WARNING: THIS CHEC	CK IS PROTECTED BY SI	ECURITY FEATU	JRES. DETAILS	DETACH THIS PORTION BEFORE DEPOSIT
		WARNING: THIS CHEC	CK IS PROTECTED BY SI	ECURITY FEATU	JRES. DETAILS	DETACH THIS PORTION BEFORE DEPOSIT ON BACK.
			1	ECURITY FEATU 28APR11	Mark Contract	DETACH THIS PORTION BEFORE DEPOSIT
Noo	and	520 Airpark Drive P.O. Be	ox 1210		Mark Contract	DETACH THIS PORTION BEFORE DEPOSIT ON BACK.
	end	520 Airpark Drive P.O. Bo Tullahoma, Tennessee 373	ox 1210		87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK.
ederal Cr	edit Union	520 Airpark Drive P.O. Be	ox 1210		87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813
ederal Cr		520 Airpark Drive P.O. Bo Tullahoma, Tennessee 373	ox 1210		87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT
ederal Cro Raising Po	edit Union ossibilities	520 Airpark Drive P.O. Bo Tullahoma, Tennessee 373 (931) 455-5441	ox 1210 388	28APR11	87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813
ederal Cr	edit Union ossibilities	520 Airpark Drive P.O. Bo Tullahoma, Tennessee 373 (931) 455-5441 FOUR THOUSAND FIVE	ox 1210 388	28APR11	87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT
ederal Cro Raising Po PAYTHE	edit Union ossibilities THIRTY	520 Airpark Drive P.O. Bo Tullahoma, Tennessee 373 (931) 455-5441 FOUR THOUSAND FIVE	ox 1210 388	28APR11	87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT \$ **34500.00
PAYTHE SUMOF	edit Union ossibilities THIRTY DOLLAR	520 Airpark Drive P.O. Be Tullahoma, Tennessee 373 (931) 455-5441 FOUR THOUSAND FIVE S	ox 1210 388 E HUNDRED AND 00	28APR11	87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT \$ **34500.00
PAYTHE SUMOF	edit Union ossibilities THIRTY DOLLAR	520 Airpark Drive P.O. Bo Tullahoma, Tennessee 373 (931) 455-5441 FOUR THOUSAND FIVE	ox 1210 388 E HUNDRED AND 00	28APR11	87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT \$ **34500.00 VOID AFTER 90 DAYS Caren C. Hahief
PAYTHE SUMOF	edit Union ossibilities THIRTY DOLLAR	520 Airpark Drive P.O. Be Tullahoma, Tennessee 373 (931) 455-5441 FOUR THOUSAND FIVE S	ox 1210 388 E HUNDRED AND 00	28APR11	87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT \$ **34500.00
PAYTHE SUMOF	edit Union ossibilities THIRTY DOLLAR	520 Airpark Drive P.O. Be Tullahoma, Tennessee 373 (931) 455-5441 FOUR THOUSAND FIVE S	ox 1210 388 E HUNDRED AND 00	28APR11	87-8162	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT \$ **34500.00 VOID AFTER 90 DAYS Caren C. Hahief
ederal Cro Raising Po PAYTHE	edit Union ossibilities THIRTY DOLLAR TOUCHS	520 Airpark Drive P.O. Be Tullahoma, Tennessee 373 (931) 455-5441 FOUR THOUSAND FIVE S	ox 1210 388 E HUNDRED AND 00	28APR11	8 <u>7-8162</u> 2641	DETACH THIS PORTION BEFORE DEPOSIT ON BACK. CHECK NO: 219813 AMOUNT \$ **34500.00 VOID AFTER 90 DAYS Caren C. Hahief

"OO219813" "264181626" 646226183"

The Brand Promise

Our brand promise is to educate and help you become an effective financial steward. We deliver this promise by asking you questions and offering our full, undivided attention to understand your current life situation and future plans before offering solutions.

Our tagline is "Raising Possibilities." All that we do to define and differentiate ourselves from other financial institutions derives from this. We want to help you recognize and raise all the possibilities as we assist you with personal financial solutions.



Case 1:23-cv-01097-PLM-RSK ECF No. 53-12, PageID.4339 Filed 03/25/24 Page 15 of 16



ACCOUNT NUMBER PAGE 2576580 1 30APR11 01APR11 520 Airpark Drive, P.O. Box 1210 SOCIAL SECURITY FROM TO Tullahoma, Tennessee 37388 STATEMENT PERIOD NUMBER (931)455-5441 Federal Credit Union KN E-STMT The Best Financing for Your Home! FAWN FENTON From April 15 to June 10 or until JEFFREY R FENTON allocated funds are depleted, Ascend is offering a great P.O. BOX 111777 NASHVILLE TN 37222 mortgage_special. Visit ascendfcu.org or call 800-342-3086 for details. NOTICE: See reverse side for important information Your balance at the beginning of the period..... SHARE 45025.13 ...\$ 05APR WITHDRAWAL E-Branch -5000.00 =Suffix 0 40025.13 Transfer "STD" 5,000.00 to share 7 Transfer SLD S,000 28APR WITHDRAWAL 30APR DIVIDEND through 30APR2011 ANNUAL PERCENTAGE YIELD EARNED: 0.60% FOR A 30 DAY PERIOD 2000000 Daily Balance: 37241.80 OUR JOINT 5525.13 REAL ESTATE 5543.50 INVESTMENT HOLDING FUND FOR OUR Your new balance on 30APR11.....\$ 5543.50 MARITAL **RESIDENCE AT:** | Total for | Total 1986 SUNNYSIDE this period year-to-date DR, BRENTWOOD, _____ TN 37027 TOTAL OVERDRAFT ITEM FEES 0.00 0.00 Purchase Closed 0.00 TOTAL RETURNED ITEM FEES 0.00 on 4/29/2011 Dividends Paid To You In 2011 On Suffix 0 \$ 81.59 After Purchase =========== _____

SHARE No. 1002576580. Balance at the beginning of the period.....\$ 610.02 DRAFT Additions and miscellaneous withdrawals: 5000.00 Suffix 7 05APR DEPOSIT E-Branch Transfer "STD" 5,000.00 from share 0 30APR DIVIDEND through 30APR2011 0.08 0.10% FOR A 30 DAY PERIOD ANNUAL PERCENTAGE YIELD EARNED:

Average Daily Balance: 943.35 ITEM-----AMOUNT----DATE-----ITEM-----AMOUNT----DATE Drafts 2016 5000.00 07APR (* next to number indicates skipped numbers)

1 Withdrawals = 5000.00 2 Deposits = 5000.08 1 Drafts Cleared Your new balance on 30APR11.....\$ 610.10 Total for | Total |this period|year-to-date| TOTAL OVERDRAFT ITEM FEES 0.00 0.00 0.00 TOTAL RETURNED ITEM FEES 0.00

Dividends Paid To You In 2011 On Suffix 7 0.28 To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.

_____ Your total Draft balances.....\$ 610.10 Your total Share balances.....\$ 5,543.50

Financial Summary

Your

===========

YTD Tax Summary

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout YEAR Tota the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and (May irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)



ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!



FIRSTTENNESSEE

JEFFREY R FENTON FAWN FENTON PRIORITY CHOICES CHECKING Account Number: 0000000000102196610

For the Period: 04/08/2011 - 05/06/2011

4556

PLAINTIFF'S

EXHIBIT

Beginning Balance	\$3,005.73
Deposits	+ \$20,079.18
Withdrawals	- \$6,178.71
Ending Balance	= \$16,906.20

5 Deposits Totaling \$20,079.18

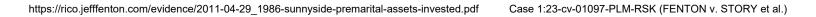
Date	Amount	Description
4/18/11	\$2,099.59	DEPOSIT
5/2/11	\$2,099.59	DEPOSIT
5/2/11	\$10,105.00	DEPOSIT -Benchmark Realty
		Commission Fenton Jeff
5/5/11	\$775.00	DEPOSIT
5/5/11	\$5,000.00	DEPOSIT

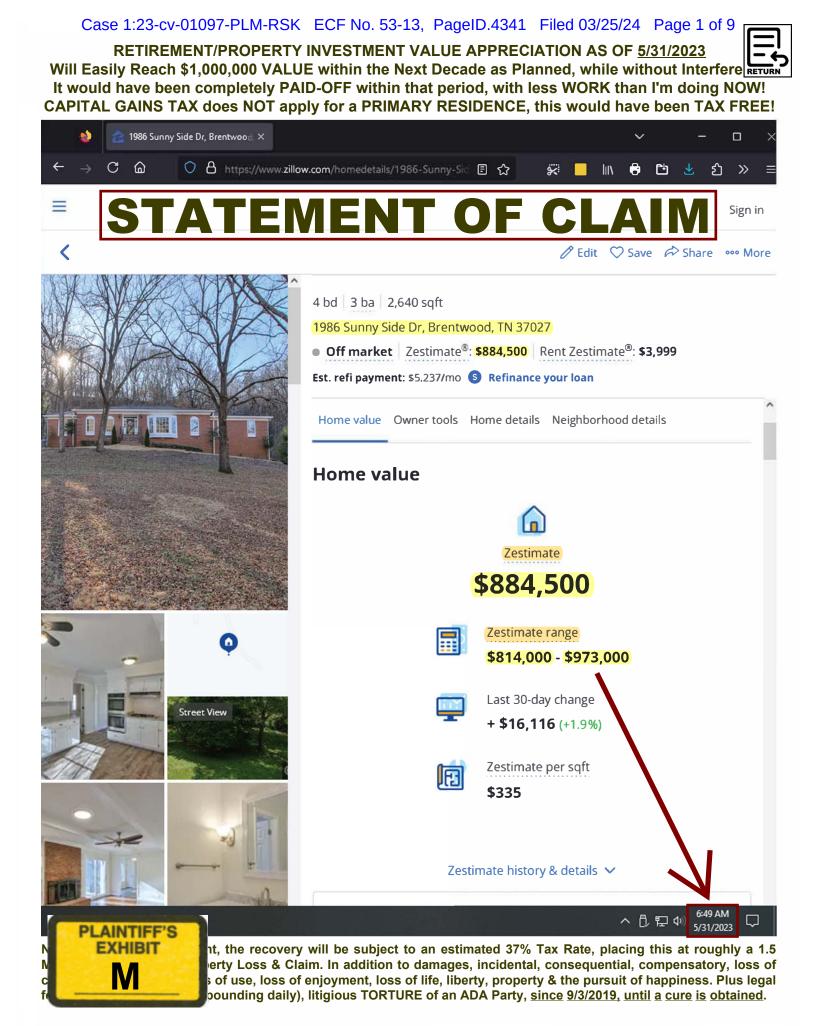
81 Account Transactions Totaling \$6,178.71

Checks			
Date	Amount	Description	
4/12/11	\$320.00	000001904	
4/14/11	\$85.00	000001893	
4/18/11	\$100.00	000001895	
4/19/11	\$149.14	000001905	
4/19/11	\$131.50	000001894	
4/21/11	\$159.01	000001906	
5/2/11	\$480.00	000001907	
5/3/11	\$85.00	000001908	
Other Withdrav	vals		
Date	Amount	Description	Card #
4/8/11	\$14.25	WITHDRAWAL -BK OF AMER VI/MC	
		ONLINE PMT CKF113652653POS	
4/11/11	\$7.86	PURCHASE - SONIC DRIVE IN	9465
		FRANKLIN TN	
		DATE 04/07REF 244273310977200396	
4/11/11	\$26.43	WITHDRAWAL -ATT	9465
		Payment 468900001EPAYR	
4/11/11	\$44.95	PURCHASE - WWW.1AND1.COM	
		877-4612631 PA	
		DATE 04/06REF 244129010977000003	
4/11/11	\$83.01	POS DB KROGER 9040 04/08	4556
		5713 EDMONDSON P NASHVILLE TN	
		of the "TWO becoming ONE at MARPIAGE". Throughout	4556

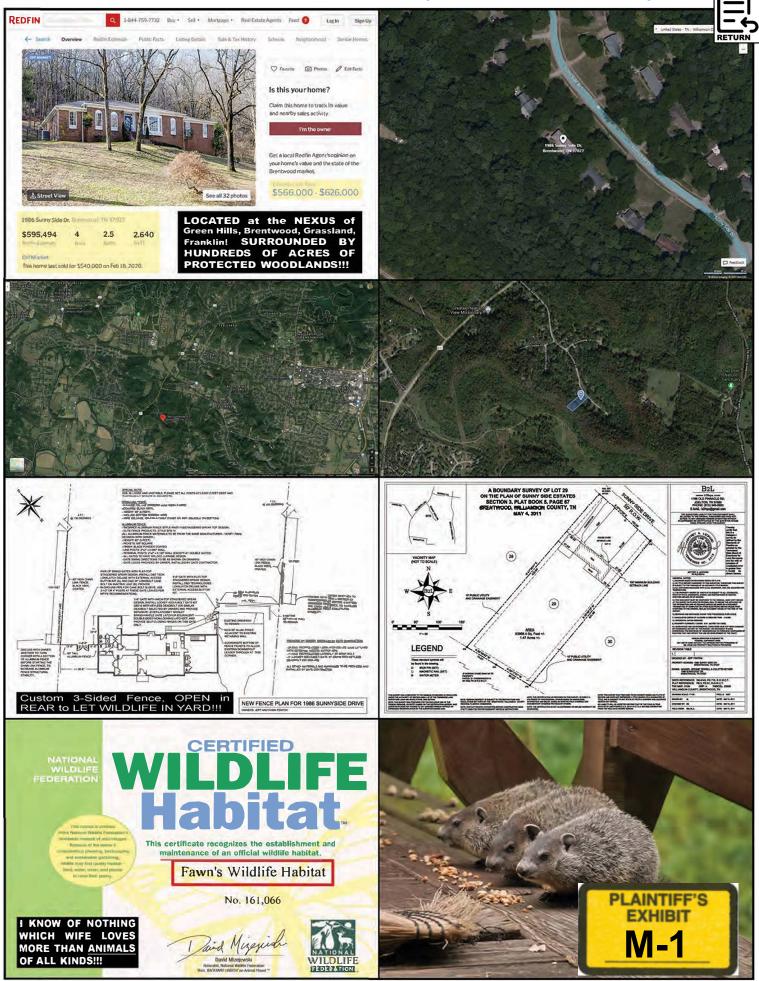
We lived under the SPIRITUAL PRINCIPAL of the "<u>TWO becoming ONE at MARRIAGE</u>". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as <u>ONE</u> "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!





Case 1:23-cv-01097-PLM-RSK ECF No. 53-13, PageID.4342 Filed 03/25/24 Page 2 of 9



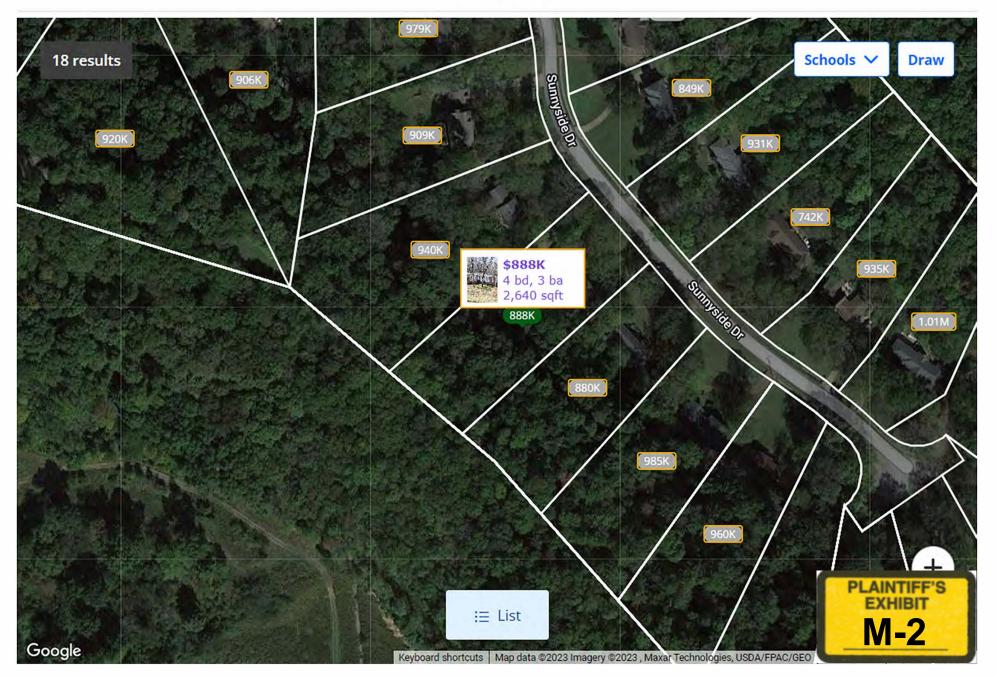
https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf

Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

Buy Rent Sell Home Loans Agent finder

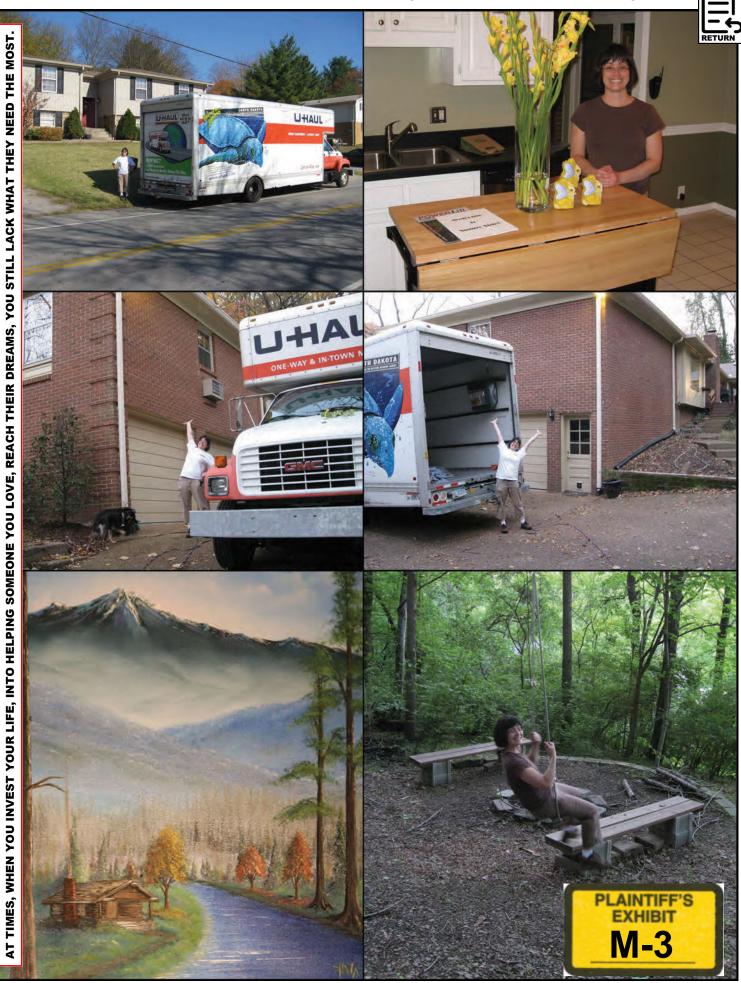


Manage Rentals Advertise Help Sign in RETURN

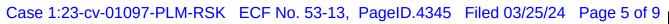


Case 1:23-cv-01097-PLM-RSK ECF No. 53-13, PageID.4344 Filed 03/25/24 Page 4 of 9

State No.



https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)





https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)



Case 1:23-cv-01097-PLM-RSK ECF No. 53-13, PageID.4346 Filed 03/25/24 Page 6 of 9

I was a LICENSED Real Estate Agent "Affiliate Broker" in the State of Tennessee for SEVENTEEN (17) Years (until long after our divorce), with access to hundreds of millions of dollars worth of inventory, without ever a single complaint or issue of any sort! Everyone who worked with me: clients, lenders, property owners, investors, inspectors, contractors, buyers, both unrepresented and with their agents, co-workers, paralegals and closing attorneys, had only the greatest of respect for me and my work.

Neither my ex-wife nor I know of anyone who gave people more for their money, or worked in their client's best interests, more than I did!

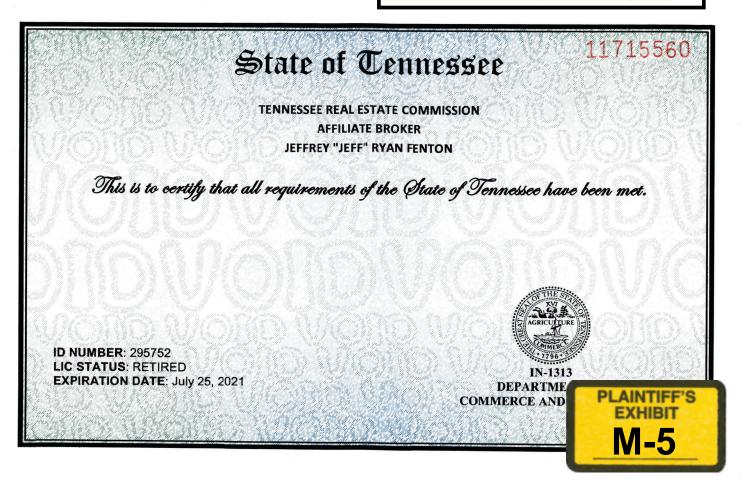
> c/oJEFFREY "JEFF" RYAN FENTON 1986 SUNNYSIDE DRIVE BRENTWOOD, TN 37027



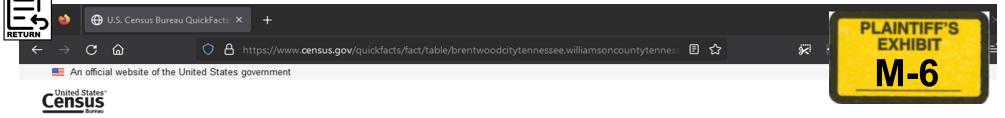
My marketing was second to none, as were my contract skills. My attention to detail and background in both printing, graphic arts, and amateur web design, brought compliments from competing agents who were recognized as the "best" from their firms. I devoted two-weeks (80+ hours) to marketing each and every listing I had, while most agents would never dream of investing that much time. But I listed every house to SELL, and every house I did, for top-dollar with minimal time on the market, except for ONE condo, during my 17-Years.

I quit working as a full-time agent upon the realization that 60% of the business was <u>getting</u> the listing not <u>selling</u> it. While a politician I am not.

Attorney Virginia Lee Story made me out to be a "monster" in Judge Michael W. Binkley's Court, with ZERO history to substantiate ANY of it, just her WORD. She lied repeatedly about matters of Real Estate Law, Binkley never once corrected her or exercised his judicial supervisory DUTY.



Case 1:23-cv-01097-PLM-RSK ECF No. 53-13, PageID.4347 Filed 03/25/24 Page 7 of 9



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.

Q Enter state, county, city, town, or zip code	Select a fact 🔽			P			<
		CLEAR	TABLE	MAP	CHART	DASHBOARD	MORE

Table

abie								
All Topics	Q Brent Tenno	wood city,	Williamson Q County, Tennessee	Q Genesee County, Michigan	Q Fenton Michiga	city, an	Argentine Q township, Genesee County, Michigan ⊠	United States
Population Estimates, July 1, 2022, (V2022)		🛆 NA	🛆 NA	▲ NA		🛆 NA	🛆 NA	▲ 333,287,55
PEOPLE								
Population								
Population Estimates, July 1, 2022, (V2022)		🛆 NA	▲ NA	🛆 NA		🛆 NA	🛆 NA	333,287,55
Population Estimates, July 1, 2021, (V2021)		▲ 45,491	▲ 255,735	▲ 404,208		(11,989	▲ 7,031	▲ 332,031,55
Population estimates base, April 1, 2020, (V2022)		🛆 NA	🛆 NA	🛆 NA		🛆 NA	🛆 NA	▲ 331,449,52
Population estimates base, April 1, 2020, (V2021)		▲ 45,377	▲ 247,726	▲ 406,211		12,048	▲ 7,076	▲ 331,449,52
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	331,449,28
Population, Census, April 1, 2010		37,060	183,182	425,790		11,756	6,913	308,745,53
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
⑦ Female persons, percent		▲ 49.1%	▲ 50.6%	▲ 51.5%		▲ 55.6%	▲ 47.1%	▲ 50.5
Race and Hispanic Origin								
Ø 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
(a) 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

Case 1:23-cv-01097-PLM-RSK ECF No. 53-13, PageID.4348 Filed 03/25/24 Page 8 of 9

All Topics	C Brentwood city, Tennessee	Williamson Q County, Tennessee	Genesee County, Michigan	Q Fenton city, Michigan	Argentine Q township, Genesee Cour Michigan	PLAINTIFF'S EXHIBIT
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%	▲ 0.1%	∆ Z	▲ 0.0%		M-7
Two or More Races, percent	▲ 3.0%	▲ 1.9%	▲ 3.1%	▲ 4.7%		
Hispanic or Latino, percent (b)	▲ 3.5%	▲ 5.2%	▲ 3.9%	▲ 5.1%	▲ 2.1%	▲ 18.
White alone, not Hispanic or Latino, percent	▲ 83.6%	▲ 83.3%	▲ 71.8%	▲ 89.5%	▲ 96.7%	▲ 59.
Population Characteristics						
Overans, 2017-2021	1,577	9,735	22,795	703	427	17,431,
Foreign born persons, percent, 2017-2021	8.6%	7.8%	2.8%	1.7%	2.5%	13
Housing						
Housing units, July 1, 2021, (V2021)	x	94,657	183,563	x	x	142,153,
Owner-occupied housing unit rate, 2017-2021	90.8%	80.3%	70.5%	61.4%	93.9%	64
Median value of owner-occupied housing units, 2017-2021	\$711,900	\$497,500	\$133,700	< → \$168,800	\$240,900	\$244,
Median selected monthly owner costs -with a mortgage, 2017-2021	\$2,986	\$2,306	\$1,272	\$1,364	\$1,648	\$1,
Median selected monthly owner costs -without a mortgage, 2017-2021	\$766	\$608	\$504	\$583	\$593	s
Median gross rent, 2017-2021	\$2,124	\$1,670	\$829	\$1,116	\$880	\$1,
Building permits, 2021	x	2,980	510	X	X	1,736,
Families & Living Arrangements						
Households, 2017-2021	14,550	85,311	164,905	5,025	2,657	124,010
Persons per household, 2017-2021	3.04	2.84	2.43	2.34	2.63	
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
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
Computer and Internet Use						
Households with a computer, percent, 2017-2021	97.9%	97.7%	90.8%	94.5%	96.9%	93
Households with a broadband Internet subscription, percent, 2017-2021	97.1%	95.0%	83.7%	90.8%	91.8%	87
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
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	75.6%	61.9%	22.2%	29.2%	28.1%	33
Health						
With a disability, under age 65 years, percent, 2017-2021	3.0%	4.3%	13.7%	8.8%	9.5%	8
Persons without health insurance, under age 65 years, percent	▲ 3.1%	▲ 7.1%	▲ 6.2%	▲ 8.9%	▲ 10.0%	و 🛆 و
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
In civilian labor force, female, percent of population age 16 years+, 2017-2021	56.3%	60.5%	54.3%	59.7%	60.8%	58

https://rico.jefffenton.com/evidence/2017-2021_census-brentwood-tennessee-v-fenton-michigan.pdf

Case 1:23-cv-01097-PLM-RSK ECF No. 53-13, PageID.4349 Filed 03/25/24 Page 9 of 9

	Case 1.23-00-010	097-PLI	VI-RSK I	ECF NO. 53-13,	PageiD.4349	Filed	J3/25/24	Page 9 01 9	
All Topics		Q Brentwo Tenness	ee	Williamson Q County, Tennessee	Q Genesee County, ⊠ Michigan	Q Fento Michi	n city, gan 🔀 🗵	Argentine township, Genesee Cour Michigan	PLAINTIFF'S EXHIBIT
Total accommodation and (\$1,000) (c)	food services sales, 2017		192,505	808,891	707,341		75,425		M-8
Total health care and social 2017 (\$1,000) (c)	al assistance receipts/revenue,		968,503	2,141,352	3,165,657		70,669		_,,,
Total transportation and w 2017 (\$1,000) (c)	arehousing receipts/revenue,		182,711	414,318	457,204		3,356	NA	895,225,41
📵 Total retail sales, 2017 (\$1	,000) (c)		1,259,796	4,563,108	8,429,666		574,399	17,170	4,949,601,44
Total retail sales per capita	a, 2017 (c)		\$29,498	\$20,157	\$20,678		\$50,791	\$2,613	\$15,2
Transportation									
Mean travel time to work (2017-2021	minutes), workers age 16 years+,		26.0	27.8	26.6		30.7	38.5	5 26
Income & Poverty									
Median household income	(in 2021 dollars), 2017-2021		\$165,948	\$116,492	\$54,052	\leftarrow	\$70,745	\$86,239	9 \$69,02
Per capita income in past 2017-2021	12 months (in 2021 dollars),		\$76,194	\$56,545	\$30,561		\$37,049	\$38,043	3 \$37,63
Persons in poverty, percent	t		▲ 2.6%	▲ 4.0%	▲ 16.3%		▲ 9.7%	▲ 5.8%	6 🛆 11.6
Businesses									
🕧 Total employer establishm	ents, 2020		х	7,696	7,528		×)	K 8,000,17
🕧 Total employment, 2020			Х	134,020	119,084		x)	134,163,3
🕧 Total annual payroll, 2020	(\$1,000)		Х	9,105,963	5,137,721		x)	7,564,809,8
Total employment, percent	change, 2019-2020		Х	1.0%	-1.2%		x)	K 0.9
Total nonemployer establis	shments, 2019		Х	30,877	28,457		x)	X 27,104,0
All employer firms, Reference	nce year 2017		1,693	5,634	5,970		511	5	5,744,6
Men-owned employer firm:	s, Reference year 2017		880	3,185	3,738		S	5	3,480,43
Women-owned employer fill	rms, Reference year 2017		310	1,020	1,050		76	5	S 1,134,54
Minority-owned employer f	firms, Reference year 2017		169	551	499		S	5	S 1,014,95
Nonminority-owned emplo	yer firms, Reference year 2017		1,167	4,202	4,799		S	5	s 4,371,15
Veteran-owned employer f	irms, Reference year 2017		75	284	275		S		S 351,23
Nonveteran-owned employ	ver firms, Reference year 2017		1,254	4,310	4,961		S	5	\$ 4,968,60
GEOGRAPHY									
Geography									
Population per square mile	e, 2020		1,103.7	425.0	637.8		1,811.8	204.6	6 93
Population per square mile	e, 2010		899.9	314.4	668.5		1,760.5	199.5	5 87
Land area in square miles,	2020		41.11	582.86	636.94		6.65	34.60	6 3,533,038.2
Land area in square miles,	2010		41.18	582.60	636.98		6.68	34.65	5 3,531,905.4
FIPS Code			4708280	47187	26049		2627760	2604903420	D