

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Friday, September 20, 2019 4:31 PM
To: Jeff Fenton
Cc: Virginia Story; pmarlin@mcarthursanders.com; lisa.marsh@tncourts.gov; Heidi Macy; Kathryn Yarbrough; elaine.beeler@tncourts.gov
Subject: Re: HALT: 1986 Sunnyside Drive, Brentwood, TN 37027

Hello All,

I have read this message and will need Jeff Fenton to sign our 1 page sales contract I will scan email on Monday September 23rd. I will need it returned prior to Sale day so Fawn can sign after Auction and I can get it to Bankers Title & Escrow the following Monday.

Sincerely,
Tommy Anderson,
Broker/Realtor/Auctioneer
HNDauctions.com

On Friday, September 20, 2019, Jeff

Greetings Ms. Story,

My mother received your harassing and I must say that I am shocked.

By what authority do you believe that

My mother is terrified by your repetition that you and the auctioneers will take my personal property (which I want there will be any, after the mortgage anxiety disorder), I just need to leave you will make this as simple of a Chancellor 'trusts' your word and

Would you like me to send you the revelatory indictment of perjury and sent to my mother.

I never signed the "1 page sales contract" (above), my home was fraudulently sold anyways.

The Chancery Court had absolutely no lawful authority or jurisdiction to hear or dispose of matters related to my marital residence, because it was already a part of a federal bankruptcy estate.

28 U.S. CODE § 1334(E)(1): "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."

This was and remains a case of real estate deed fraud. I warned the court, counsel, auctioneers, and title company yet they proceeded. All Chancery Court orders in docket #48419B are VOID as a matter of law, and can never be corrected or cured. The sale of my Brentwood home based upon these orders is likewise VOID. The court has a responsibility to vacate the VOID orders and sale, for lack of jurisdiction, fraud on the court by officers of the court, bias, obstruction of justice, and unconscionable judicial and attorney misconduct by defendants Binkley and Story.

In this scam the defendants had the Chancery Court illegally exercise jurisdiction over my marital residence (to strategically circumvent the Federal Rules of Bankruptcy Procedure and Bankruptcy Laws), to take my home away from me, at the very beginning of my divorce, before discovery even began, without equal or due process of law, an impartial tribunal, or notice by which I could save my property interests or at least attempt to mitigate my losses in my property interests as is required by the United States Constitution.

F.R.B.P. Rule #7001: The Bankruptcy Trustee was required to initiate an "Adversarial Proceeding" in federal court, because I had possession of our marital residence, yet my ex-wife's counsel had maliciously included it in her bankruptcy estate.

The Trustee was required to provide me and my two lawful tenants/roommates with **notices and hearings in federal court** (which they intentionally failed or refused to do), to determine our property interests, and whether or not the court could sell our home.

My marital residence failed to meet the requirements of 11 U.S.C. § 363(h)(3) for the court to be allowed to sell my property, so the Bankruptcy Trustee would have been ordered to remove it from my ex-wife's bankruptcy estate as a "burdensome asset" and to provide both myself and my tenants with "adequate protection" throughout my ex-wife's bankruptcy.

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