

Jeff Fenton

From: Jeff Fenton
Sent: Saturday, September 21, 2019 3:33 AM
To: Tommy Anderson; pmarlin@mcarthursanders.com
Cc: lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov
Subject: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Mr. Anderson and Mr. Marlin,

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

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

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

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

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

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

While despite what lies which Ms. Story will probably tell you, **the court order DOES NOT give Fawn the AUTHORITY to sign the LISTING AGREEMENT for me** (hence the Judge yelling at me and threatening me to sign it). The court ONLY gave Fawn permission to sign any **subsequent documents for closing**, without me. (Because "logistically it could be difficult with me in Michigan" Story declared in court, while that is done in title companies EVERY DAY, across the Country. (She just wanted CONTROL over the process after I signed the listing agreement, not expecting for me to stand-up for my rights, and challenge both HER and the Judge's actions during that portion of our hearing.)

I'm not completely opposed to selling our home anymore, after being allowed to peacefully pack and MOVE all of MY PERSONAL PROPERTY to MICHIGAN, nor am I afraid in the slightest bit about our home foreclosing, because without some sort of executed settlement-agreement or MDA BEFORE the sale, I will receive EXACTLY the same amount either way. **Which is NOTHING!** So NOW is the time for them to cut a deal and be a TINY bit fair to me, if ever they want me to VOLUNTARILY SACRIFICE EVERYTING which I have worked for MY ENTIRE LIFE!

Hence as explained, my signature was coerced illegally (EVEN IF BY A TRIAL COURT JUDGE), and will NOT stand-up to both documented and recorded scrutiny, in the eyes of the Tennessee Real Estate Commission, nor in the eyes of any Appellate Court, whether on a State or Federal level, which is where this is going next, should it be sold despite my expressed demands that it NOT BE!

I wish you both the BEST in your professional futures!

Sincerely,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

From: Tommy Anderson <tom@tommyanderson.us>

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

To: Jeff Fenton

Cc: Pat Marlin; lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov; Virginia Story

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

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

Sincerely,

Tommy Anderson, Broker

From: Tommy Anderson <tom@tommyanderson.us>

Sent: Friday, September 20, 2019 11:18:24 PM

To: Jeff Fenton; Fawn Fenton

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

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

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer

HNDAUCTIONS.COM

Fenton 19-02693: sale motion complaint - Message (HTML)

File Message Add-ins Help Acrobat Tell me what you want to do

Save Undo Redo Previous Item Next Item Print Preview

Fenton 19-02693: sale motion complaint



Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
To Jeff Fenton

Reply Reply All Forward

Tue 3/15/2022 6:08 PM

fenton 319-02693 deed.pdf 247 KB

This email is from the USTP Trial Attorney in Nashville who was Assigned to Research my BANKRUPTCY FRAUD COMPLAINT by Region 8 Acting United States Trustee, Paul A. Randolph, who is over Tennessee and Kentucky. Mr. Randolph is who I contacted to REPORT BANKRUPTCY FRAUD and to seek information to help me understand what VIOLATIONS were made by whom.

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,



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

Ms. Seliber ACTS like she is HELPING ME, but she really isn't. She does confirm that the Bankruptcy Court failed to provide me NOTICE about my Ex-wife's Secret Bankruptcy and the THREAT to MY HOME, but then she lies to me, provides me with misinformation, and plays the blame game, between Federal and State Courts being responsible for my damages.



www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
TN Lic. #254363

Office: (615) 297-7111
Cell: (615) 969-5819
Fax: (615) 297-7184

Email: tom@tommyanderson.us

EXCLUSIVE AUCTION LISTING

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

The condition: "For so long as Mortgages are covered." was **NOT** on this CONTRACT when I signed it. (You can SEE that it is NOT on my Ex-wife's Contract.)
It was ILLEGALLY added to the contract AFTER I SIGNED IT.

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

REAL property known as HOME AND LOT: 1986 SUNNYSIDE DR.
BRENTWOOD, TN. 37027
SUNNYSIDE ESTATES, SECTION 3
WILLIAMSON COUNTY, TN.

There was no DIVORCE DECREE yet. We hadn't even begun DISCOVERY.
The Court NEVER heard my side of ANYTHING, or talked about our Divorce!

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

THIS PROPERTY IS TO BE SOLD AT ABSOLUTE AUCTION WITH NO BID TO BE REJECTED. Seller agrees not to inflate the bid or initiate or allow initiation of any situation damaging or impeding the normal progression of bidding before or during the auction.

I, we, authorize HND AUCTIONS LLC to accept deposit on purchase price and to execute a binding contract of sale for owner(s) seller(s). It is further agreed that when property is sold, seller will furnish acceptable title insurance, deed and closing statement on all Real Estate.

COURT AUCTION WITHOUT RESERVE

For so long as mortgages are covered.

The property to be sold on the following terms:

ALL CASH TO SELLER TO BE APPROVED
BY COURT. BANK FINANCING TO PUBLIC IF ARRANGED WITH F&M BANK
BILLY WINFREE, 10% DOWN AT AUCTION, CLOSE WITHIN 30 DAYS OF SALE

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate

NA plus \$3500.00 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company. Seller further agrees to pay the full amount of sale expense as set out above. The sale expense is still due, after advertising schedule is started, if the sale is canceled for any reason or fails to close. If seller fails to pay sale expense for 30 days from billing, seller agrees for Auction Company to place a recorded lien on the property which will show on the title until paid. The lien will bear bank rate of interest at time of recording.

HND AUCTIONS LLC will be held harmless, by the seller, for actions of companies or persons it must deal with in its normal manner of advertising, preparation and conducting the sale.

This is an exclusive right to sell. In case of sale by owner, agent, or any other party before auction advertising has begun, said Company will receive full cash commission on the whole purchase price of said property. After auction advertising has begun, the property will sell by auction method only.

Seller will be responsible for furnishing HND AUCTIONS LLC with accurate information pertaining to the sale of real property prior to advertising in order that a true and accurate presentation shall be made to the public at time of sale.

On real property auctions, Seller agrees to pay, in addition to the other sale expense, tent, set up, and survey costs if HND AUCTIONS LLC determine they are necessary for a successful sale.

Seller will furnish prior to advertising, all information which could effect the transfer of sale of this property such as information regarding all mortgages, easements, restrictions, leases, rents, separate agreements or other encumbrance.

If at any time, the Auction Co., through its brokers or legal counsel, determines that an auction sale of the above listed property is not in the best interest of any party to this agreement, this listing can be voided by the Auction Co. with no recourse from the owner/seller.

COMMENTS: A 6% BUYERS PREMIUM PAID, ADDED TO FINAL BID TO ARRIVE AT CONTRACT PRICE - DIVIDED EQUALLY 3%-3% WITH McARTHUR-SANDERS REALTY, PAT MARLIN, REALTOR/AUCTIONEER

Seller understands that there are no guarantees or warranties by HND AUCTIONS LLC to this agreement, either expressed or implied, other than those set out herein. Seller has read and received a copy of this agreement.

(S) Seller's initial

DATE: _____

SELLER(S) NAME(S) PRINT : FAWN FENTON / JEFFERY R. FENTON

Atty Virginia Story

Atty's: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION (S)

SELLERS AUTHORIZATION (S)

MAILING ADDRESS

MAILING ADDRESS

I WAS COERCED INTO SIGNING THIS CONTRACT IN COURT ON 8/29/2019, UNDER PROTEST, AT THE THREAT OF INCARCERATION! Without even having READ the CONTRACT! (Which I don't believe is LEGAL anywhere in the Country!) I emailed the Court, Ms. Beeler, Ms. Story, both Auctioneers, etc... afterwards and told them that I had been forced to sign this contract under extreme duress, without even reading it! Hence my signature was/is NULL AND VOID! Further emphasizing that this "Listing Agreement" is canceled, withdrawn, terminated, immediately!

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

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



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Tommy Anderson
Broker & Auctioneer
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Fax: (615) 297-7184
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EXCLUSIVE AUCTION LISTING

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

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

REAL property known as HOME AND LOT : 1986 SUNNYSIDE DR.
BRENTWOOD, TN. 37027
SUNNYSIDE ESTATES, SECTION 3
WILLIAMSON COUNTY, TN.

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

THIS PROPERTY IS TO BE SOLD AT ABSOLUTE AUCTION WITH NO BID TO BE REJECTED. Seller agrees not to inflate the bid or initiate or allow initiation of any situation damaging or impeding the normal progression of bidding before or during the auction.

I, we, authorize HND AUCTIONS LLC to accept deposit on purchase price and to execute a binding contract of sale for owner(s) seller(s). It is further agreed that when property is sold, seller will furnish acceptable title insurance, deed and closing statement on all Real Estate.

COURT AUCTION WITHOUT RESERVE

The property to be sold on the following terms: ALL CASH TO SELLER, TO BE APPROVED BY COURT. BANK FINANCING TO PUBLIC IF ARRANGED WITH F&M BANK BILLY WINEREE, 10% DOWN AT AUCTION, CLOSE WITHIN 30 DAYS OF SALE

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate NA plus \$3500.00 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company. Seller further agrees to pay the full amount of sale expense as set out above. The sale expense is still due, after advertising schedule is started, if the sale is canceled for any reason or fails to close. If seller fails to pay sale expense for 30 days from billing, seller agrees for Auction Company to place a recorded lien on the property which will show on the title until paid. The lien will bear bank rate of interest at time of recording.

HND AUCTIONS LLC will be held harmless, by the seller, for actions of companies or persons it must deal with in its normal manner of advertising, preparation and conducting the sale.

This is an exclusive right to sell. In case of sale by owner, agent, or any other party before auction advertising has begun, said Company will receive full cash commission on the whole purchase price of said property. After auction advertising has begun, the property will sell by auction method only.

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Seller will furnish prior to advertising, all information which could effect the transfer of sale of this property such as information regarding all mortgages, easements, restrictions, leases, rents, separate agreements or other encumbrance.

If at any time, the Auction Co., through its brokers or legal counsel, determines that an auction sale of the above listed property is not in the best interest of any party to this agreement, this listing can be voided by the Auction Co. with no recourse from the owner/seller.

COMMENTS: A 6% BUYERS PREMIUM PAID, ADDED TO FINAL BID TO ARRIVE AT CONTRACT PRICE - DIVIDED EQUALLY 3%-3% WITH McARTHUR - SANDERS REALTY, PAT MARLIN, REALTOR / AUCTIONEER

Seller understands that there are no guarantees or warranties by HND AUCTIONS LLC to this agreement, either expressed or implied, other than those set out herein. Seller has read and received a copy of this agreement.

[Signature] Seller's initial

DATE: _____

SELLER(S) NAME(S) PRINT : FAWN [REDACTED] FENTON / JEFFREY R. FENTON

Atty Virginia Storm Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION [Signature]

SELLERS AUTHORIZATION [Signature]

MAILING ADDRESS [REDACTED]

MAILING ADDRESS _____

CITY, ST, ZIP BRENTWOOD TN 37027

CITY, ST, ZIP _____

PHONE: (615) [REDACTED] - 7377

PHONE: _____

SELLERS AUTHORIZATION _____

SELLERS AUTHORIZATION _____

MAILING ADDRESS _____

MAILING ADDRESS _____

CITY, ST, ZIP _____

CITY, ST, ZIP _____

PHONE: _____

PHONE: _____

Section B

Maid

THIS INSTRUMENT WAS PREPARED BY
 Bankers Title & Escrow Corp.
 5107 Maryland Way, Ste. 115
 Brentwood, TN 37027
 P19-10267A-BW

STATE OF TENNESSEE
 COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$ 324,360.00

[Signature]
 Agent

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF October, 2019

[Signature]
 Notary Public

MY COMMISSION EXPIRES: 11/3/20
 (AFFIX SEAL)

WARRANTY DEED

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

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HERINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS. THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **Fawn ■ Fenton**

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO GL Properties, LLC, a Tennessee limited liability company

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN WILLIAMSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Williamson County, Tennessee, 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, in the Register's Office for Williamson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property

Said Lot No. 29 fronts 150.00 feet on the Southwesterly margin of Sunny Side Drive and extends back 433.83 feet on the Northwesterly line and 401.46 feet on the Southeasterly line to a broken line in the rear, measuring 159.22 feet thereon.

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn ■ Fenton by Warranty deed from Mangel Jerome Terrell and wife, Colette Keyser of record in Book 5313, page 452, Register's Office for Williamson County, Tennessee, dated April 29, 2011 and recorded on May 12, 2011.

Being the same property conveyed to Fawn ■ Fenton by Quitclaim deed from Jeffrey R. Fenton of record in Book 6541, page 771, Register's Office for Williamson County, Tennessee, dated August 18, 2015 and recorded on August 20, 2015.

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn ■ Fenton by Quitclaim deed from Fawn ■ Fenton of record in Book 7314, page 759, Register's Office for Williamson County, Tennessee, dated August 21, 2015 and recorded on March 13, 2018 and Scriveners Affidavit recorded in Book 7354, Page 915. Fawn ■ Fenton was granted authority to sign this deed and convey this property without husband's signature in Orders dated August 29, 2019, and October 10, 2019, in Case No. 48419B Chancery Court of Williamson County, Tennessee.

Case No. 48419B in Chancery Court of Williamson County, Tennessee was entirely "fraud on the court(s) by officers of the court(s)," with fraudulent, forged and falsified government records, at the hands of Attorney Virginia Lee Story, under the oversight of Judge Michael Weimar Binkley.


This was illegal and constitutes **real estate deed fraud**: The chancery court unlawfully usurped—or the bankruptcy court unlawfully abdicated—jurisdiction over the marital home, in violation of 28 U.S. Code § 1334(e)(1), 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."

Binkley and Story executed this RICO conspiracy against rights and property to **rob husband** of his highly desirable **Brentwood marital residence** without equal or due process of law. The case was "**fixed**" before the divorce was filed, at least **97-days** before husband's first "hearing". The fraudulent bankruptcy was filed by wife's counsel, in collusion with Story, **39-days** before any action was filed in the state courts, giving the **federal courts** both **original** and **exclusive jurisdiction**.

The state courts were specifically **prohibited** from exercising jurisdiction over their marital residence, because it was a part of a "federal bankruptcy estate". That property was also "core" to the bankruptcy, and was in fact one of the primary reasons that Ms. Fenton's counsel filed the fraudulent bankruptcy action.

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 hand this the 29th day of October, 2019.


 Fawn Fenton

The Bankruptcy Court could not compel the sale of the marital residence, because the "benefit to the [bankruptcy] estate" could not "outweigh the detriment" to husband, as REQUIRED in 11 U.S.C. § 363(h)(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". (Chancery liquidated it for the amount of the mortgages plus auction fees & closing costs.)

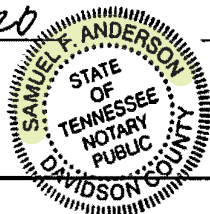
STATE OF TENNESSEE
 COUNTY OF WILLIAMSON

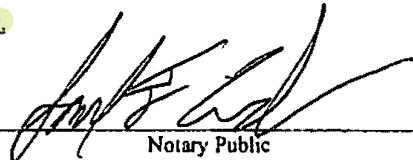
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Fawn Fenton the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the within named bargainor, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 29th day of October, 2019.

My Commission expires:

11/3/20




 Notary Public

Husband was lawfully in possession of the property and had two lawful tenants/roommates, with federally protected leasehold property interests, which under the circumstances could not be lawfully severed. Per bankruptcy Rule #7001, the bankruptcy Trustee was required to provide Mr. Fenton and his two lawful tenants/roommates with "adversarial proceedings" (or notice by which they could initiate such) including notices and hearings in federal bankruptcy or district court (which never happened), specifically not in state court, since the marital residence was "core" to the bankruptcy action and predated any filings in state courts. The federal courts were required to determine each party's lawful property interests before any property could be taken or sold in conjunction with the bankruptcy, while they were also required by the bankruptcy code to provide each of their interests with "adequate protection"; all which were illegally circumvented by a conspiracy with Story/Binkley, to unlawfully exercise jurisdiction and force the auction, before discovery even began, through the Chancery Court.

Binkley and Story liquidated the property for exactly what was owed on the mortgages plus auctioning fees & closing costs. According to bankruptcy guidelines and definitions, the forced auction was of absolutely ZERO "benefit to the [bankruptcy] estate", because it failed to produce ANY proceeds toward paying Ms. Fenton's unsecured debts. While rendering Mr. Fenton instantly homeless, terminating his only stream of income in that moment (tenant rents), due to the misconduct by the courts and counsel, leaving him no shelter or means to simply survive.

Mr. and Ms. Fenton lost \$250,000 they had invested into their beautiful Brentwood home, the sum total of both their life's savings and premarital retirement investments, the moment the illegally court ordered auction by Binkley & Story closed.

| | |
|---------------------------------------|---------|
| BK: 7790 PG: 959-960 | |
| 19045384 | |
| TPGREAL-DEED | |
| 625604 | |
| 10/30/2019 - 09:50 AM | |
| BATCH | 625604 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 1200.13 |
| RECORDING FEE | 10.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 1.00 |
| TOTAL AMOUNT | 1213.13 |
| STATE OF TENNESSEE, WILLIAMSON COUNTY | |
| SHERRY ANDERSON | |
| NOTARY PUBLIC | |

Jeff Fenton

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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,



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

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

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

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

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

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

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

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

DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL!")

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

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

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

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

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

INTRODUCTION

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

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

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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

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

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