

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

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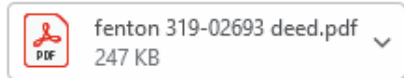
Fenton 19-02693: sale motion complaint



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

Reply Reply All Forward

Tue 3/15/2022 6:08 PM



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.

Section B

Mail

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. 48-19B 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

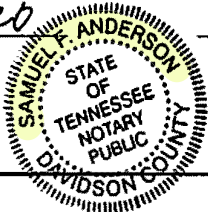
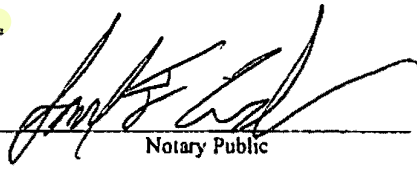
The Bankruptcy Court could not compel the sale of the marital residence, because the "benefit to the [bankruptcy] estate" could not "outweigh the detriment" to husband, as REQUIRED in 11 U.S.C. § 363(h)(3) "the benefit to the estate of a sale of such property free of the interests of co-owners outweighs 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.

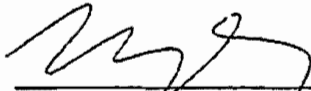
BK: 7790 PG: 959-960	
19045384	
TPGREAL-DEED	
625604	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	1200.13
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1213.13
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SHERRY ANDERSON	
<small>NOTARY PUBLIC</small>	

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

ENTERED on this 29th day of August, 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


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

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

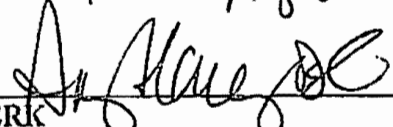
CERTIFICATE OF SERVICE

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


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027, and to Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 29 day of August, 2019.


CLERK

BK: 7790 PG: 956-958
19045383

3 PGS.AL-ORDER	
625604	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTERED PROFESSIONAL



RECEIVED BY
Judge Chambers
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
)
vs.)
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

No. 48419B

2019 AUG 29 PM 2:34
FILED FOR ENTRY 8-29-19

ORDER FROM AUGUST 29, 2019 HEARING

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

This matter came on to be heard on the 29th day of August, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as

a whole that the following shall be the Order of this Court.

FYI... my opposing counsel (Virginia Story) WROTE this "Order". This does NOT match "the record as a whole". Please compare the 8/1 & 8/29 Transcripts!

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

advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as **No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone!** an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se.

The Motion for Violation of the Order of Protection will be continued pending further Orders of the Court as Husband had filed a very lengthy response on the morning of the hearing being **The "OP" meant NOTHING but LEVERAGE! ALL they wanted was MY HOUSE and ME OUT of it!** **The alleged "Order of Protection" was just used (and still is) for EXTORTION, to BIND and SILENCE me!** August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final

Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date, to Waive Mediation in this cause is appropriate and the same is granted. **the results of our Auction & "OP".**

AT NO TIME did I understand this to involve the END of our DIVORCE, as we hadn't even BEGUN DISCOVERY yet, which I spent over an hour on the phone with my last counsel to learn how to navigate myself. (Call is recorded as proof!) PLUS Attorney Story had granted my Counsel an EXTENTION (which I have evidence of) on filing the "Divorce Answer and Counter Complaint", so that she could focus on her primary agenda, which was TAKING MY HOUSE!

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

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

✗ Husband signed the listing agreement for the martial home with the Auctioneer, FORCED TO SIGN BY JUDGE BINKLEY, UNDER THE THREAT OF INCARCERATION, without even READING IT! Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts ✗ Afterwards I NOTIFIED everyone, that I was FORCED to SIGN under DURESS. I Canceled the Listing: NULL & VOID! ✗ to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN YET Mr. Tommy Anderson said he was AUCTIONING MY HOME regardless! To do whatever I want! Unethical and illegal! ✗ 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The JUST FIVE-DAYS NOTICE!

✗ Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!) ✗ vacated and that he only takes with him his personal clothing, his jewelry and effects such as his ✗ toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal

injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton

✗ filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with ✗ This is FALSIFYING COURT RECORDS, a FELONY in TN! I EMAILED Attorney Story the TRUTH the Night Before! ✗ the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for \$1,000 ✗ To CORRECT her "misunderstanding", in hopes of avoiding MORE theatrical FRAUD UPON THE COURT, to DISRUPT! ✗ and that he had sold a commercial dehumidifier which was at the marital residence for \$2,500. ✗ SHE smiled at me, LIED ANYWAY, to enrage the Judge, then WROTE THE FRAUD directly into the COURT RECORDS! ✗ These amounts will be accounted for at the Final Hearing and any other property sold will also be ✗ The next day, I saw the Court Order, I called the Court to try to correct. Emailed Ms. Story, then she LIED to me AGAIN! ✗ addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall ✗ FRAUD UPON THE COURT BY OFFICER(S) OF THE COURT - Binkley signed the INCORRECT/FALSIFIED Order! ✗ tag all items that he would like the Court to consider to be awarded to him. Any items that he does ✗ PURELY to FURTHER ABUSE me, "under color of law". That's when I lost ALL Respect for Ms. Story and her CRIMES! ✗ not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife ✗ ACTUALLY, according to the 8/1 Court Order, ✗ has tagged the items that she would request to be awarded when she conducted the walk through ✗ This was supposed to be completed by 8/11/2019, but WASN'T until 8/23/2019. Costing me a loss of thousands of dollars! ✗ pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14, ✗ Because the Court had evicted my TENANTS, I had no money to MOVE, so the Court allowed me to SELL what was MINE. ✗ 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45 ✗ But my Counsel strongly urged that I NOT SELL ANYTHING until AFTER the "10-Day Walk-through." Since it was done ✗ days from August 1, 2019 with all proceeds to be deposited into the Clerk's office. ✗ So LATE, I had no TIME to SELL anything that was MINE, to fund my MOVE. When I returned, much had been STOLEN! ✗ "Court Orders" (and LAWS in general) were only WEAPONS they used against ME. Ms. Story showed NO CARE for either.

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

ENTERED on this 29th day of August, 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



VIRGINIA LEE STORY; BPR #11700

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

Michael W. Binkley
Circuit Court Judge/Chancellor
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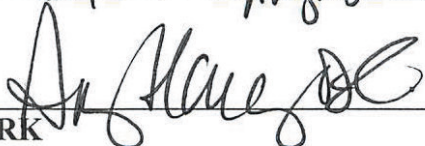
CERTIFICATE OF SERVICE

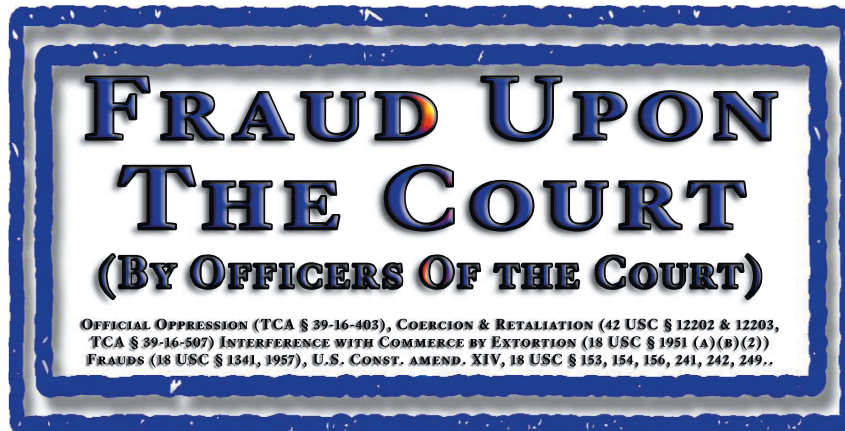
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VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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CLERK





www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
TN Lic. #254363

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

EXCLUSIVE AUCTION LISTING

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

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 : 1886 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 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.

Ⓢ 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 Ⓢ

SELLERS AUTHORIZATION Ⓢ

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!



www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
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Office: (615) 297-7711
Cell: (615) 969-5819
Fax: (615) 297-7184
Email: tom@tommyanderson.us

EXCLUSIVE AUCTION LISTING

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

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.

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.

@ JFF Seller's initial

DATE: _____

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

Atty Virginia Story Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION @ Fawn Fenton SELLERS AUTHORIZATION (C)

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: _____

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].