# IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FAWN FENTON, Plaintiff/Wife,	)	2019 OCT 21 PH 3: 56
VS.	) ) No. 48419B	FILED FOR ENTRY 1928/19
JEFFREY RYAN FENTON, Defendant/Husband.	)	RECEIVED BY Judges' Chambers Date: 10-22-19 July

#### FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 21<sup>st</sup> day of October, 2019 before the Honorable Michael W. Binkley, Judge, holding Court for the Chancery Court for Williamson County, Tennessee, upon the Complaint for Divorce filed by Wife on June 4, 2019 of which Husband was served on June 20, 2019. Husband has not filed an Answer and has had two attorneys both of whom have withdrawn. The last attorneys, Marty Duke and Mitchell Miller, withdrew on August 29, 2019 while Mr. Fenton was in open Court and Mr. Fenton stated that he wished to proceed *Pro Se*. The Court informed Mr. Fenton of self-representation and Mr. Fenton confirmed that this is how he wished to proceed. The Court set a Final Hearing date in the Order entered on August 29, 2019. The Court finds, based upon the undisputed testimony of Wife, a witness for Wife as to the grounds for the divorce, the exhibits introduced in this cause, and the record as a whole, that the following shall be the Order of this Court.

FENTON, shall be granted an absolute divorce on the grounds of inappropriate conduct. The parties' real property located at 1986 Sunnyside Drive, Brentwood, TN 37027 has a contract pending for sale. Attached is the closing statement and print out from the Bankruptcy Court as to the outstanding debt (Exhibit 1). There are no proceeds remaining to disburse. If for any reason the property does not close under the current contract, then Wife shall be granted all

right, title and interest in and to said real property and shall take all necessary steps to ensure that Husband's name is not associated with the property or the debt. Wife may sign any and all documents to close the property if a subsequent buyer is obtained and any proceeds shall be awarded to Wife free and clear of claims of Husband. The parties have divided all personal property. Each party is awarded all personal property in their respective possession. Wife is in Bankruptcy which addresses her debt allocation and she will be responsible for all her indebtedness holding Husband harmless for the same.

It is further **ORDERED**, **ADJUDGED** and **DECREED** that Wife shall be solely responsible for all indebtedness in her name or incurred by her including her Bankruptcy. Husband shall be solely responsible for any and all debts in his name or that he has incurred holding Wife harmless for same. If Husband does not pay the creditors and they seek payments from Wife and she is forced to pay the same, then Wife shall be awarded a Judgment for any amounts she has to pay for which execution may issue.

Additionally, neither party shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

It is further **ORDERED**, **ADJUDGED** and **DECREED** that each party shall be awarded any banking, investment or retirement accounts in their respective names free and clear from the other party. All joint accounts have been closed. All right, title and interest of either party in and to any account or account balance awarded to the other party shall be, and is hereby, divested out of that party and vested absolutely in the other party.

It is further **ORDERED**, **ADJUDGED** and **DECREED** that the parties will file 2016 and 2019 taxes separately. Each party shall assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of

income earned and/or received by that party or losses or deductions taken with respect to that party's income during any year for which the parties file, or have filed, joint income tax returns. Further, each party shall hold the other party harmless from any liability for such incomes taxes, penalties and/or interest as may hereinafter be finally determined to be due as a result of that party's misreporting of previous income.

It is further **ORDERED**, **ADJUDGED** and **DECREED** that Wife is awarded a Judgment against Husband for all court costs incurred for which execution may issue. Attorney for Wife shall file her Affidavit for the Court of the communication from Husband that he did not wish to

contest the divorce and that he was present in Court on August 29, 2019 when the Final Hearing

was set to be heard.

ENTERED this 24 day of COCOBETC 2019.

JUDGE

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

APPROVED FOR ENTRY:

VIRGINIA LEE STORY; BPR #11/700

Attorney for Wife

136 Fourth Avenue South

Franklin, TN 37064

(615) 790-1778

virginia@tnlaw.org

### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to Jeffrey Ryan Fenton, Husband Pro Se, at 17195 Silver Parkway, #150, Fenton, MI 48430 this of October, 2019.

VIRGINIA LEE STORY

## CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to Virginia Lee Story, Attorney for Wife, at the above address, and to Jefffey Ryan/Fenton, Husband Pro Se, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 2019.

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! **BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!** NO NOTICE or WARNING! NO "MOTION FOR DEFAULT JUDGMENT"! OUTRAGEOUS!

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

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

To: Jeff Fenton

Cc: Mitchell Miller <mitchell@schafferlawfirmtn.com>

Subject: RE: Fenton v. Fenton

Jeff:

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

Thanks. have a good evening. Marty

From: Jeff Fenton

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

**To:** Charles M. Duke **Cc:** Mitchell Miller

Subject: RE: Fenton v. Fenton

Thanks Marty.

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

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

Any other time critical dates would be greatly appreciated.

Thanks.

# **JEFF FENTON**

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