Summary of Disbursements to Creditors:	Claim Allowed	Principal Paid	Interest Paid
Secured Payments:			
Mortgage Ongoing	$825.00	$825.00	$0.00
Mortgage Arrearage	$825.00	$825.00	$0.00
Debt Secured by Vehicle	$12,600.00	$927.18	$378.16
All Other Secured	$0.00	$0.00	$0.00
TOTAL SECURED:	**$14,250.00**	**$2,577.18**	**$378.16**
Priority Unsecured Payments:			
Domestic Support Arrearage	$0.00	$0.00	$0.00
Domestic Support Ongoing	$0.00	$0.00	$0.00
All Other Priority	$0.00	$0.00	$0.00
TOTAL PRIORITY:	**$0.00**	**$0.00**	**$0.00**
GENERAL UNSECURED PAYMENTS:	**$37,324.85**	**$787.11**	**$73.77**

Disbursements:		
Expenses of Administration	$2,933.03	
Disbursements to Creditors	$3,816.22	
TOTAL DISBURSEMENTS :		**$6,749.25**

12) The trustee certifies that the foregoing summary is true and complete and all administrative matters for which the trustee is responsible have been completed. The trustee requests that the trustee be discharged and granted such relief as may be just and proper.

Dated: 01/02/2020 By: /s/ Henry E. Hildebrand, III
Trustee

STATEMENT: This Unified Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:	)	
	)	**Case No. 19-02693-CMW-7**
FAWN [redacted] FENTON	)	
	)	**Chapter 7**
Debtor.	)	
	)	
TOYOTA MOTOR CREDIT CORP.	)	
Creditor.	)	
	)	
VS	)	
	)	
FAWN [redacted] FENTON	)	
Respondent.	)	
	)	

MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [redacted] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On January 19, 2007, the Debtor executed a Retail Installment Sales Contract purchasing **one (1) 2017 Toyota Prius, VIN:** [redacted] Copies of the Retail Installment Sales Contract and Certificate of Titleare attached hereto collectively as Exhibit "A" and incorporated herein by reference.

Fenton; File #20-16010-BK

3. That TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.

4. That TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of $1,424.66.

5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.

6. TMCC also claims fees and costs for the filing of this motion.

7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

OF COUNSEL:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 15th day of **January, 2020.**

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 15th day of **January, 2020**.

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

[redacted] Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)
FAWN [redacted] FENTON
1986 SUNNY SIDE DR
Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS
Beaman Motor Co.
1525 BROADWAY
NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle
2016 Toyota Prius 5dr HB Two

New, Used, or Demo	Vehicle Identification Number	Primary Purpose	Odometer Mileage
New	[redacted]	Personal	90

Trade-In Vehicle
2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 7,267.47 is
0.00 %	$ 0.00	$ 21,600.00	$ 21,600.00	$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	$N/A	N/A
72 Regular Payments of	$300.00	Monthly, beginning 10/30/2016
One Final Payment of	$N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

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[redacted]

N/A

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Itemization of Amount Financed

1. Cash Price (including any accessories, services and taxes)		$ 26,184.22 (1)
2. Downpayment		
A. Gross Trade-in Value	$ 1,500.00	
B. Payoff of Existing Lien or Lease Balance on Trade-in Vehicle	$ 0.00	
C. Net Trade-in Value (A - B) (Indicate if negative number)	$ 1,500.00	
D. Cash	$ 5,267.47	
E. Rebates and Non-Cash Incentives	$ 500.00	
F. Subtotal (C + D + E)	$ 7,267.47	
G. TOTAL DOWNPAYMENT (if Subtotal is negative, Total Downpayment is $0.00)		$ 7,267.47 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)		$ 18,916.75 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf (Creditor may retain or receive a portion of these amounts):		
A. Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below – Covering Damage to the Vehicle	$ N/A	
B. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below		
Life $ N/A Disability, Accident and Health $ N/A	$ N/A	
C. Cost of Optional Mechanical Breakdown Protection Paid to the MBP Company Named Below – Covering Certain Mechanical Repairs	$ 2,150.00	
D. Cost of Optional Debt Cancellation Coverage or Guaranteed Auto Protection ("GAP") Paid to the GAP Provider Named Below - Covering a Waiver of Deficiency under Total Loss of Vehicle	$ N/A	
E. Official Fees Paid to Public Officials	$ N/A	
F. Taxes Paid to Government Agencies (Not Included in Cash Price)	$ N/A	
G. Government License Fees	$ 28.75	
H. Government Registration Fees	$ N/A	
I. Government Certificate of Title Fees	$ N/A	
J. Other Charges (Creditor must identify who will receive payment and describe purpose)		
To DEALER For Processing Fee	$ 499.50	
To TN DEPT OF REV For TIRE FEE	$ 5.00	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf		$ 2,683.25 (4)
5. Amount Financed – Unpaid Balance (3+4)		$ 21,600.00 (5)

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[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

☐ $ N/A Deductible Collision and either:

☐ $ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Optional, if desired – ☐ Towing and Labor Costs ☐ Rental Reimbursement ☐ CB Radio Equipment ☐ Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

☐ Credit Life - ☐ Single Coverage ☐ Joint Coverage Term (Months) N/A Premium $ N/A

I want the specified credit life coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A A	N/A	N/A A	N/A

☐ Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium $ N/A

I want the specified credit disability coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A B	N/A	N/A B	N/A

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed $ N/A . Credit disability insurance payments will equal the monthly payment amount but will not be more than $ N/A .

Insurance Company N/A .

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company CNA NATIONAL WARRANTY CORP. $ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
[signature] C	09/15/2016	N/A C	N/A

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A D	N/A	N/A D	N/A

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[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessions installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the Insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, prerepossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

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[redacted]04/04/16)

Case 3:19[redacted] Desc

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

16. Delay in Enforcing Rights and Changes in this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. Warranties Seller Disclaims. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. Governing Law. This contract will be governed by the laws of the State of Tennessee.

19. Used and Demonstration Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenida en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. Electronic Contracting and Signature Acknowledgement. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature	[signature] [redacted]	Date	09/15/2016
Name:	FAWN[redacted] FENTON		
Co-Buyer Signature	N/A [redacted]	Date	N/A
Name:			
Seller Signature	[signature] [redacted]	Date	09/15/2016
Name:	Bearman Motor Co.		

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
[redacted]	2017	TOYT	PRI	4H	[redacted]

DATE OF FIRST SECURITY INTEREST 01-19-2017
FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348
FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted]

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
[redacted]	2017	TOYT	PRI	4H	[redacted]

NEW	USED	DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX	CO	ODOMETER
X			[redacted]	TN		94	502

DATE TITLE ISSUED 09-20-2017
DATE VEHICLE ACQUIRED 01-19-2017

REMARKS
ACTUAL MILEAGE

FAWN [redacted] FENTON
1986 SUNNY SIDE DRIVE
BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER TENNESSEE CODE ANNOTATED, 55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED ABOVE IS VESTED IN THE OWNER'S NAME HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE
DATE OF FIRST SECURITY INTEREST 01-19-2017
FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted]

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)	
	)	
Fawn [redacted] Fenton	)	
	)	**Case No. 19-02693-CMW-7**
Debtor.	)	**Relief from stay to enforce lien**
	)	**Date of Scheduled Hearing:**
	)	
	)	_____
Toyota Motor Credit Corp.	)	
Secured Claimant.	)	

Affected Collateral: one (1) 2017 Toyota Prius, VIN: [redacted]

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III
Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#
#
#

Form prelimhr

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

In re:
Fawn [redacted] Fenton

Case No. 3:19-bk-02693
Chapter: 7 Judge: Charles M Walker

Movant: TOYOTA MOTOR CREDIT CORP.
v.
Respondents: FAWN [redacted] FENTON

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON **2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file **no later than 4:00 p.m. on the 3rd business day before the preliminary hearing,** a **"PREHEARING STATEMENT"** containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014–1

1. If no timely response is filed and served, LBR 9014–1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
   a. The Required Disclosures in LBR 9014–1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
   b. The Required Disclosures in LBR 9014–1d(1)(c) shall be completed no later than 14 days before any final hearing.
   c. The Pretrial Disclosures in LBR 9014–1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19–bk–02693
Chapter: 7
Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:
xxx–xx–2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s') case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate.Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:	)	
	)	**Case No. 19-02693-CMW-7**
FAWN [redacted] FENTON	)	
	)	**Chapter 7**
Debtor.	)	
	)	
TOYOTA MOTOR CREDIT CORP.	)	
Creditor.	)	
	)	
VS	)	
	)	
FAWN [redacted] FENTON	)	
Respondent.	)	
	)	

AMENDED MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [redacted] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On September 15, 2016, the Debtor executed a Retail Installment Sales Contract purchasing **one (1) 2017 Toyota Prius, VIN:** [redacted] Copies of the Retail Installment Sales Contract and Certificate of Title are attached hereto collectively as Exhibit "A" and incorporated herein by reference. A correction of the VIN number on the original Retail Installment Contract was issued to the Debtor on June 22, 2017. A copy of the correction is

attached to the Retail Installment Contract as part of Exhibit "A".

3. TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.

4. TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of $1,424.66.

5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.

6. TMCC also claims fees and costs for the filing of this motion.

7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 17th day of **January, 2020**.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 17th day of **January, 2020**.

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

[redacted] Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)
FAWN [redacted] FENTON
1986 SUNNY SIDE DR
Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS
Beaman Motor Co.
1525 BROADWAY
NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle
2016 Toyota Prius 5dr HB Two

New, Used, or Demo	Vehicle Identification Number	Primary Purpose	Odometer Mileage
New	[redacted]	Personal	90

Trade-In Vehicle
2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 7,267.47 is
0.00 %	$ 0.00	$ 21,600.00	$ 21,600.00	$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	$N/A	N/A
72 Regular Payments of	$300.00	Monthly, beginning 10/30/2016
One Final Payment of	$N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

N/A

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Itemization of Amount Financed

1. Cash Price (including any accessories, services and taxes)		$ 26,184.22 (1)
2. Downpayment		
A. Gross Trade-in Value	$ 1,500.00	
B. Payoff of Existing Lien or Lease Balance on Trade-in Vehicle	$ 0.00	
C. Net Trade-in Value (A - B) (indicate if negative number)	$ 1,500.00	
D. Cash	$ 5,267.47	
E. Rebates and Non-Cash Incentives	$ 500.00	
F. Subtotal (C + D + E)	$ 7,267.47	
G. TOTAL DOWNPAYMENT (if Subtotal is negative, Total Downpayment is $0.00)		$ 7,267.47 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)		$ 18,916.75 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf (Creditor may retain or receive a portion of these amounts):		
A. Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below – Covering Damage to the Vehicle	$ N/A	
B. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below		
Life $ N/A Disability, Accident and Health $ N/A	$ N/A	
C. Cost of Optional Mechanical Breakdown Protection Paid to the MBP Company Named Below – Covering Certain Mechanical Repairs	$ 2,150.00	
D. Cost of Optional Debt Cancellation Coverage or Guaranteed Auto Protection ("GAP") Paid to the GAP Provider Named Below - Covering a Waiver of Deficiency under Total Loss of Vehicle	$ N/A	
E. Official Fees Paid to Public Officials	$ N/A	
F. Taxes Paid to Government Agencies (Not Included in Cash Price)	$ N/A	
G. Government License Fees	$ 28.75	
H. Government Registration Fees	$ N/A	
I. Government Certificate of Title Fees	$ N/A	
J. Other Charges (Creditor must identify who will receive payment and describe purpose)		
To DEALER For Processing Fee	$ 499.50	
To TN DEPT OF REV For TIRE FEE	$ 5.00	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf		$ 2,683.25 (4)
5. Amount Financed – Unpaid Balance (3+4)		$ 21,600.00 (5)

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

☐ $ N/A Deductible Collision and either:

☐ $ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Optional, if desired – ☐ Towing and Labor Costs ☐ Rental Reimbursement ☐ CB Radio Equipment ☐ Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

☐ Credit Life - ☐ Single Coverage ☐ Joint Coverage Term (Months) N/A Premium $ N/A

I want the specified credit life coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A A	N/A	N/A A	N/A

☐ Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium $ N/A

I want the specified credit disability coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A B	N/A	N/A B	N/A

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed $ N/A . Credit disability insurance payments will equal the monthly payment amount but will not be more than $ N/A .

Insurance Company N/A .

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company CNA NATIONAL WARRANTY CORP. $ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
[signature] C	09/15/2016	N/A C	N/A

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A D	N/A	N/A D	N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessions installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, prerepossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

True and Accurate Completed Copy - UCC Non-Authoritative Copy
True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

16. Delay in Enforcing Rights and Changes in this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. Warranties Seller Disclaims. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. Governing Law. This contract will be governed by the laws of the State of Tennessee.

19. Used and Demonstration Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenida en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. Electronic Contracting and Signature Acknowledgement. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature	[redacted]	Date	09/15/2016
Name:	FAWN [redacted] FENTON		
Co-Buyer Signature	N/A	Date	N/A
Name:			
Seller Signature	[redacted]	Date	09/15/2016
Name:	Beaman Motor Co.		

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

[redacted] (04/04/16)

TOYOTA
FINANCIAL SERVICES

3200 WEST RAY ROAD SUITE #118
CHANDLER, AZ 85226

DATE: 06/22/17
DEALER: BEAMAN TOYOTA CO.
[redacted]
DATE OF CONTRACT: 09/15/16
BUYER: FAWN[redacted]FENTON
CO-BUYER:
DESCRIPTION OF VEHICLE: 2007
RIUS
VEHICLE IDENTIFICATION NUMBER: [redacted]

FAWN[redacted]FENTON
1986 SUNNY SIDE DR
BRENTWOOD TN 37027-5404

CONTRACT CORRECTION NOTICE

We are pleased to have purchased your Retail Installment Contract. On reviewing the contract, we noticed the error(s)/omission(s) which have been corrected on our records:

- ☐ The APR should read _____. Finance Charge should be _____. Total of Payments should be _____. Total Sale Price should be _____. Payment Amount should be _____.
- ☐ All blank spaces on this contract should have been filled in with "N/A".
- ☐ This is to confirm the data printed on this contract is misaligned, but all spaces have the correct information provided.
- ☐ The Creditor's Name should be shown as _____.
- ☐ The Description of Vehicle section on the contract is not correct. The _____ should read _____.
- ☐ The Odometer reading was omitted or incorrect. The Odometer reading should have indicated _____.
- ☐ The provider for the Guaranteed Auto Protection plan (GAP) should be _____.
- ☐ Under the Optional Mechanical Breakdown Protection section, it should read: The term of the protection should be _____ or until the odometer reads _____. Benefits payable will not exceed _____. MBP company is _____. Deductible is _____.
- ☒ The Vehicle Identification Number is incorrect or missing on the contract. It should read [redacted]

Keep this notice as your record of the changes made. **Your response is not required.** However, if you have any questions concerning this notice please call us at (800) 874-8822 between 8am and 8pm, Monday through Friday, or write to us at the address listed above.

TOYOTA FINANCIAL SERVICES

[redacted]

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

[redacted] (06/12)

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYP	TITLE NUMBER
[redacted]	2017	TOYT	PRI	4H	[redacted]

DATE OF FIRST SECURITY INTEREST 01-19-2017
FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348
FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted]

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
[redacted]	2017	TOYT	PRI	4H	[redacted]

NEW	USED	DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX	CO	ODOMETER
X			[redacted]	TN		94	502

DATE TITLE ISSUED 09-20-2017 REMARKS
DATE VEHICLE ACQUIRED 01-19-2017 ACTUAL MILEAGE

FAWN [redacted] FENTON
1986 SUNNY SIDE DRIVE
BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER TENNESSEE CODE ANNOTATED, 55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED ABOVE IS VESTED IN THE OWNER'S NAME HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE
DATE OF FIRST SECURITY INTEREST 01-19-2017
FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted]

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

STATE OF TENNESSEE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)	
	)	
Fawn [redacted] Fenton	)	
	)	**Case No. 19-02693-CMW-7**
Debtor.	)	**Relief from stay to enforce lien**
	)	**Date of Scheduled Hearing:**
	)	
	)	_____
Toyota Motor Credit Corp.	)	
Secured Claimant.	)	

Affected Collateral: one (1) 2017 Toyota Prius, VIN: [redacted]

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III
Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#
#
#

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)	CHAPTER:	7
FAWN [redacted] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor	)		
	)		
	)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [redacted] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a $5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is $4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of $2,990.00.
3. The debt owed to Ascend in the amount of $2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of $2,990.00 with a 4% annual percentage rate by remitting monthly payments of $150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Shearon W Hales

ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: leq0323 Page 1 of 1 Date Rcvd: Jan 16, 2020
Form ID: prelimhr Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 18, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 18, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Form prelimhr

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

In re:
Fawn [redacted] Fenton

Case No. 3:19-bk-02693
Chapter: 7 Judge: Charles M Walker

Movant: TOYOTA MOTOR CREDIT CORP.
v.
Respondents: FAWN [redacted] FENTON

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON **2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203**.

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file **no later than 4:00 p.m. on the 3rd business day before the preliminary hearing,** a **"PREHEARING STATEMENT"** containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014–1

1. If no timely response is filed and served, LBR 9014–1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
   a. The Required Disclosures in LBR 9014–1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
   b. The Required Disclosures in LBR 9014–1d(1)(c) shall be completed no later than 14 days before any final hearing.
   c. The Pretrial Disclosures in LBR 9014–1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 2 Date Rcvd: Jan 17, 2020
Form ID: ntcabuse Total Noticed: 27

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 19, 2020.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
7055503 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6941837 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897909 +Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

6911748 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6897904 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6924463 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:02:59 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:01:17 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911 +E-mail/Text: cio.bncmail@irs.gov Jan 18 2020 02:58:18 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811

TOTAL: 5

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346

District/off: 0650-3 User: jmw0113 Page 2 of 2 Date Rcvd: Jan 17, 2020
Form ID: ntcabuse Total Noticed: 27

***** BYPASSED RECIPIENTS (continued) *****

7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009

7055511* +[redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 12, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 19, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19–bk–02693
Chapter: 7
Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:
xxx–xx–2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s') case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate.Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)	CHAPTER:	7
FAWN [redacted] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor	)		
	)		
	)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [redacted] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a $5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is $4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of $2,990.00.
3. The debt owed to Ascend in the amount of $2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of $2,990.00 with a 4% annual percentage rate by remitting monthly payments of $150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Shearon W Hales

ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Fill in this information to identify your case and this filing:

Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:19-bk-02693

■ Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

■ No. Go to Part 2.
☐ Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases.*

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

☐ No
■ Yes

3.1 Make: Toyota
Model: Prius
Year: 2017
Approximate mileage: 30,000
Other information:
VIN: [redacted]

Who has an interest in the property? Check one
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property?	Current value of the portion you own?
$14,500.00	$14,500.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

■ No
☐ Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=> $14,500.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)* 3:19-bk-02693

6. **Household goods and furnishings**
Examples: Major appliances, furniture, linens, china, kitchenware
☐ No
■ Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	$1,420.00

7. **Electronics**
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games
☐ No
■ Yes. Describe.....

TV, Tablet	$575.00

8. **Collectibles of value**
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles
☐ No
■ Yes. Describe.....

Breyer Horses	$450.00

9. **Equipment for sports and hobbies**
Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments
■ No
☐ Yes. Describe.....

10. **Firearms**
Examples: Pistols, rifles, shotguns, ammunition, and related equipment
☐ No
■ Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101	$2,750.00

11. **Clothes**
Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories
☐ No
■ Yes. Describe.....

Clothing/Shoes/Purse	$500.00

12. **Jewelry**
Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver
☐ No
■ Yes. Describe.....

Wedding Ring $1200 and Costume jewelry	$1,200.00

13. **Non-farm animals**
Examples: Dogs, cats, birds, horses
☐ No
■ Yes. Describe.....

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Dog, 2 Bunnies, Fish	**$0.00**

14. **Any other personal and household items you did not already list, including any health aids you did not list**
☐ No
■ Yes. Give specific information.....

Items in storage **Books, Luggage, Pet Supplies, Christmas Decorations**	**$435.00**
2 Aquarium located at [redacted]	**$425.00**

15. **Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here** **$7,755.00**

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition
☐ No
■ Yes.....

Cash	**$200.00**

17. **Deposits of money**
Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.
☐ No
■ Yes.....

		Institution name:	
17.1.	**Checking**	**First Farmers & Merchants**	**$1,349.36**
17.2.	**Checking**	**Ascend Federal CU**	**$0.00**
17.3.	**Savings**	**First Farmers & Merchants**	**$1,350.65**
17.4.	**Savings**	**Ascend Federal CU**	**$272.60**
17.5.	**Checking**	**MIT FCU**	**$255.00**
17.6.	**Savings**	**MIT FCU**	**$200.55**

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

18. **Bonds, mutual funds, or publicly traded stocks**
Examples: Bond funds, investment accounts with brokerage firms, money market accounts
■ No
☐ Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**
■ No
☐ Yes. Give specific information about them.....
Name of entity: % of ownership:

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**
Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.
■ No
☐ Yes. Give specific information about them
Issuer name:

21. **Retirement or pension accounts**
Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans
■ No
☐ Yes. List each account separately.
Type of account: Institution name:

22. **Security deposits and prepayments**
Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others
■ No
☐ Yes. ..... Institution name or individual:

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)
■ No
☐ Yes..... Issuer name and description.

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**
26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).
■ No
☐ Yes..... Institution name and description. Separately file the records of any interests.11 U.S.C. § 521(c):

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**
■ No
☐ Yes. Give specific information about them...

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements
■ No
☐ Yes. Give specific information about them...

27. **Licenses, franchises, and other general intangibles**
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses
■ No
☐ Yes. Give specific information about them...

Money or property owed to you? **Current value of the portion you own?** Do not deduct secured claims or exemptions.

28. **Tax refunds owed to you**
■ No
☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

29. **Family support**
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement
■ No
☐ Yes. Give specific information.....

30. **Other amounts someone owes you**
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else
■ No
☐ Yes. Give specific information..

31. **Interests in insurance policies**
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance
■ No
☐ Yes. Name the insurance company of each policy and list its value.

Company name:	Beneficiary:	Surrender or refund value:

32. **Any interest in property that is due you from someone who has died**
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.
■ No
☐ Yes. Give specific information..

33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**
Examples: Accidents, employment disputes, insurance claims, or rights to sue
■ No
☐ Yes. Describe each claim.....

34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**
■ No
☐ Yes. Describe each claim.....

35. **Any financial assets you did not already list**
■ No
☐ Yes. Give specific information..

36. **Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....** **$3,628.16**

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. **Do you own or have any legal or equitable interest in any business-related property?**
☐ No. Go to Part 6.
■ Yes. Go to line 38.

Current value of the portion you own?
Do not deduct secured claims or exemptions.

38. **Accounts receivable or commissions you already earned**
■ No
☐ Yes. Describe.....

39. **Office equipment, furnishings, and supplies**
Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices
■ No
☐ Yes. Describe.....

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

40. **Machinery, fixtures, equipment, supplies you use in business, and tools of your trade**
- ☐ No
- ■ Yes. Describe.....

Cellphone, Laptop **Freelance Architecture - Self employment**	**$550.00**

41. **Inventory**
- ■ No
- ☐ Yes. Describe.....

42. **Interests in partnerships or joint ventures**
- ■ No
- ☐ Yes. Give specific information about them.....

Name of entity: % of ownership:

43. **Customer lists, mailing lists, or other compilations**
- ■ No.
- ☐ **Do your lists include personally identifiable information** (as defined in 11 U.S.C. § 101(41A))?
  - ■ No
  - ☐ Yes. Describe.....

44. **Any business-related property you did not already list**
- ■ No
- ☐ Yes. Give specific information.....

45. **Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....** **$550.00**

Part 6 Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.

46. **Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**
- ■ No. Go to Part 7.
- ☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. **Do you have other property of any kind you did not already list?**
Examples: Season tickets, country club membership
- ■ No
- ☐ Yes. Give specific information.....

54. **Add the dollar value of all of your entries from Part 7. Write that number here .....** **$0.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Part 3: List the Totals of Each Part of this Form

55.	**Part 1: Total real estate, line 2**			**$0.00**
56.	**Part 2: Total vehicles, line 5**	**$14,500.00**		
57.	**Part 3: Total personal and household items, line 15**	**$7,755.00**		
58.	**Part 4: Total financial assets, line 36**	**$3,628.16**		
59.	**Part 5: Total business-related property, line 45**	**$550.00**		
60.	**Part 6: Total farm- and fishing-related property, line 52**	**$0.00**		
61.	**Part 7: Total other property not listed, line 54** +	**$0.00**		
62.	**Total personal property.** Add lines 56 through 61...	**$26,433.16**	Copy personal property total	**$26,433.16**
63.	**Total of all property on Schedule A/B.** Add line 55 + line 62			**$26,433.16**

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Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:19-bk-02693
(if known)

■ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. **Which set of exemptions are you claiming?** *Check one only, even if your spouse is filing with you.*

■ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. **For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
2017 Toyota Prius 30,000 miles **VIN:** [redacted] Line from *Schedule A/B*: **3.1**	**$14,500.00**	■ **$316.84** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items Line from *Schedule A/B*: **6.1**	**$1,420.00**	■ **$1,420.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
TV, Tablet Line from *Schedule A/B*: **7.1**	**$575.00**	■ **$575.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Breyer Horses Line from *Schedule A/B*: **8.1**	**$450.00**	■ **$450.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
AR15, FN-FAL, Glock 23, Rugger SP101 Line from *Schedule A/B*: **10.1**	**$2,750.00**	■ **$2,750.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

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Debtor 1 Fawn [redacted] Fenton Case number (if known) 3:19-bk-02693

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
Clothing/Shoes/Purse Line from *Schedule A/B*: **11.1**	**$500.00**	■ **100%** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-104**
Items in storage **Books, Luggage, Pet Supplies, Christmas Decorations** Line from *Schedule A/B*: **14.1**	**$435.00**	■ **$435.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
2 Aquarium located at [redacted] Line from *Schedule A/B*: **14.2**	**$425.00**	■ **$425.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Cash Line from *Schedule A/B*: **16.1**	**$200.00**	■ **$200.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Checking: First Farmers & Merchants Line from *Schedule A/B*: **17.1**	**$1,349.36**	■ **$1,349.36** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: First Farmers & Merchants Line from *Schedule A/B*: **17.3**	**$1,350.65**	■ **$1,350.65** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: Ascend Federal CU Line from *Schedule A/B*: **17.4**	**$272.60**	■ **$272.60** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Checking: MIT FCU Line from *Schedule A/B*: **17.5**	**$255.00**	■ **$255.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: MIT FCU Line from *Schedule A/B*: **17.6**	**$200.55**	■ **$200.55** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Cellphone, Laptop **Freelance Architecture - Self employment** Line from *Schedule A/B*: **40.1**	**$550.00**	■ **$550.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-111(4)**

3. **Are you claiming a homestead exemption of more than $170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

■ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER:	7
SSN: XXX-XX-2065	)	CASE NO.:	19-02693
[redacted]	)	JUDGE:	WALKER
BRENTWOOD, TN 37027	)		
	)		
DEBTOR	)		

NOTICE OF AMENDED SCHEDULE A/B AND C

COME THE DEBTOR through counsel, Rothschild and Ausbrooks, and pursuant to Rule 1009, Federal Rules of Bankruptcy Procedure, hereby gives notice of filing amended Schedule A/B and C to correct the debtor's list of assets, value of those assets at the time of the conversion and exemptions.

Respectfully submitted,

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & ASSOCIATES, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 21st day of January, 2020, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to: John C. McLemore; and to the US Trustee
By U.S. Postal Service, postage prepaid to: The Debtors at the above listed address.

/s/ Jodie Thresher
Jodie Thresher
TOTAL USPS MAILINGS 1=$1.00

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Jan 21, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 23, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 23, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 21, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)	CHAPTER:	7
FAWN [redacted] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor	)		
	)		
	)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [redacted] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a $5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is $4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of $2,990.00.
3. The debt owed to Ascend in the amount of $2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of $2,990.00 with a 4% annual percentage rate by remitting monthly payments of $150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Shearon W Hales

ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Form B2040 (Form 2040I) (12/15)

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19–bk–02693

Chapter 7

In re:

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security No.:
xxx–xx–2065

NOTICE OF NEED TO FILE PROOF OF CLAIM DUE TO RECOVERY OF ASSETS

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at **HTTPS://ECF.TNMB.USCOURTS.GOV.** Non–registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self–addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: **http://www.tnmb.uscourts.gov/forms**, the United States Court Web Site: **http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx** or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:
701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615–736–5584

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 2 Date Rcvd: Feb 04, 2020
Form ID: 20401 Total Noticed: 27

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 06, 2020.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

6897904 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6897903 +EDI: AMEREXPR.COM Feb 05 2020 06:53:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 EDI: BECKLEE.COM Feb 05 2020 06:53:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
6897906 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503 EDI: BL-BECKET.COM Feb 05 2020 06:53:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6941837 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6924463 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897909 +EDI: CHASE.COM Feb 05 2020 06:53:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897911 +EDI: IRS.COM Feb 05 2020 06:53:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897912 EDI: TFSR.COM Feb 05 2020 06:53:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 12

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388)
cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

District/off: 0650-3 User: jmw0113 Page 2 of 2 Date Rcvd: Feb 04, 2020
Form ID: 20401 Total Noticed: 27

***** BYPASSED RECIPIENTS (continued) *****

7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511* +[redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 06, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 3, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 7

Form B2040 (Form 2040I) (12/15)

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19–bk–02693

Chapter 7

In re:

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security No.:
xxx–xx–2065

NOTICE OF NEED TO FILE PROOF OF CLAIM DUE TO RECOVERY OF ASSETS

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at **HTTPS://ECF.TNMB.USCOURTS.GOV.** Non–registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self–addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: **http://www.tnmb.uscourts.gov/forms**, the United States Court Web Site: **http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx** or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:
701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615–736–5584

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: 3/2/2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 3/10/2020, 9:00 A.M.,
COURTROOM TWO, 701 BROADWAY, NASHVILLE, TN 37203

NOTICE OF MOTION OF TRUSTEE TO SELL PROPERTY

John C. McLemore, Trustee, has asked the court for the following:

Permission of the Court to sell property for the benefit of the bankruptcy estate in the above-styled matter.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before 3/2/2020, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: https://ecf.tnmb.uscourts.gov.**

   If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: U.S. Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, Tennessee (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is 3/2/2020, the date of the scheduled hearing is 3/10/2020 and the motion to which you are responding is *Motion of Trustee to Sell Property*.**

3. You must serve your response or objection by electronic service through the Electronic Filing system described above. You must also mail a copy of your response or objection to:

John C. McLemore, Trustee 2000 Richard Jones Rd. Ste. 250 Nashville, TN 37215	United States Trustee 701 Broadway, Customs House Suite 318 Nashville, TN 37203

If a timely response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at www.tnmb.uscourts.gov .

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

MOTION OF THE TRUSTEE TO SELL PROPERTY

The Trustee, John C. McLemore, moves the Court for the entry of an order authorizing him to proceed with the private sale of the following property of the estate:

Proposed Buyer: The Debtor, Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027

Property Description: Equity in a 2017 Toyota Prius, VIN [redacted]

Sale Price: $4,400.00

This sale is in the best interest of the estate because it is being accomplished without the expense of an auctioneer. Bobby Colson of Bill Colson Auction & Realty Co. valued the property for the Trustee. It is estimated the property would bring $17,500.00 at auction. The cost of selling at auction would be 10% or $1,750.00. Toyota Motor Credit Corp. has filed a proof of claim for $10,995.00. The Debtor has a claimed a $316.84 exemption making the balance remaining in the bankruptcy estate $4,438.16.

The Debtor is borrowing the money necessary for the sale from her mother, Diane Winters. A check in the amount of $4,400.00 has been received by the Trustee.

A minimum upset bid of $500.00 will be accepted. The bid may be entered by notifying the Trustee in writing or by email. An upset bid may also be entered by filing an objection to sale with the Court which states the objecting party is increasing the bid by at least $500.00.

Unless an objection and application for hearing is filed with the United States Bankruptcy Clerk, First Floor Customs House, 701 Broadway, Nashville, Tennessee 37203; and a copy served on the United States Trustee's Office, 318 Customs House, 701 Broadway, Nashville, Tennessee 37203; and upon the Trustee in accordance with the Notice of Motion of the Trustee to Sell Property, the Trustee will proceed with the sale of the herein described property.

PROPERTY IS TO BE SOLD AS IS, WHERE IS, AND FREE AND CLEAR OF ANY LIENS. ANY VALID AND PROPER LIEN WILL ATTACH TO THE PROCEEDS OF THE SALE. TRUSTEE WILL CONVEY BY VALID BANKRUPTCY TRUSTEE'S DEED, OR APPROPRIATE INSTRUMENT, THE RIGHT, TITLE AND INTEREST THAT TRUSTEE HAS THE RIGHT TO CONVEY. TRUSTEE WILL PAY EXEMPTIONS AND LIENHOLDERS AS FOLLOWS:

1st Lienholder: No liens will be paid by the Bankruptcy Estate.

Debtor(s) Statutory Exemption: Exemptions were taken into consideration when the Trustee calculated the equity in the vehicle.

This sale does not include Personal Identifiable Information (PII).

It is anticipated that there is sufficient equity in the property to pay all 506(c) expenses and that this sale will result in a distribution being made to unsecured creditors.

This sale is an "arm's length" transaction. The Trustee, his employees and Bankruptcy court officials are prohibited from bidding.

WHEREFORE, the Trustee prays that the Court enter an Order authorizing him to proceed with the sale of this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

The Trustee further prays that the 14 day stay of the sale of this property following the entry of this order as provided for in FRBP 6004(h) be waived.

Dated this 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [redacted] for $4,400.00
The Buyer is the Debtor, Fawn [redacted] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Proposed

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. S., Ste. 12, Nashville, TN 37212-2926; all creditors, and all parties requesting notice, as reflected on the mailing matrix attached to the original of this pleading on file with the Clerk of this Court.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Attachments:

(1) Notice of Motion of Trustee to Sell Property

(2) Motion of the Trustee to Sell Property

(3) Proposed Order to Sell Property

American Express
Attn: Officer Manager or Agent
PO Box 981537
El Paso TX 79998-1537

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA TN 37388-1210

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37064-3003

BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
PO BOX 31785
Tampa FL 33631-3785

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-2413

BECKET & LEE LLP
ATTN: OFFICER MANAGER/AGENT
PO BOX 3001
MALVERN PA 19355-0701

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER/AGENT
PO BOX 15298
WILMINGTON DE 19850-5298

Fawn [redacted] Fenton
[redacted]
Brentwood TN 37027-4628

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203-3811

MARY ELIZABETH AUSBROOKS
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO STE 12
NASHVILLE, TN 37212-2926

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001-9013

TOYOTA MOTOR CREDIT CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
c/o Spina & Lavelle PC
One Perimeter Park South
Suite 400N
Birmingham, AL 35243-2327

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530-0009

[redacted]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD,
SUITE 200-C
NASHVILLE TN 37215-2963

VIRGINIA LEE STORY
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064-2622

FOR THE MIDDLE DISTRICT OF TENNESSEE
IN THE UNITED STATES BANKRUPTCY COURT

IN RE:

FAWN [redacted] FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
[redacted]	)	JUDGE: WALKER
BRENTWOOD, TN 37027	)	
	)	
Debtor	)	

MOTION TO DEFER ENTRY OF DISCHARGE

Comes the debtor, through counsel, Rothschild & Ausbrooks, PLLC, and brings this motion pursuant to Fed. R. Bankr. P. 4004(c)(2) and 4008(a) to defer the entry of an order granting a discharge until March 27, 2020.

As grounds, the Debtor is in need of additional time, to enter into a reaffirmation agreement with Toyota Motor Corporation.

Respectfully submitted,

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 26th day of February, 2020, I mailed via USPS 1st Class Mail or e-mailed a copy of the foregoing to the Chapter 7 Trustee, John C. McLemore; to the Office of the U.S. Trustee, Customs House, 701 Broadway, Nashville, TN 37203; to the debtor at the above referenced address.

/s/ Jodie Thresher
JODIE THRESHER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON SSN: XXX-XX-2065 [redacted] BRENTWOOD, TN 37027 Debtor	))))))	CHAPTER: 7 CASE NO.: 19-02693 JUDGE: WALKER

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:	)	
	)	Case No. 19-02693-CMW
Fawn [redacted] Fenton	)	
Debtor(s).	)	Chapter 7
	)	
Toyota Motor Credit Corp	)	
Creditor.	)	
	)	
VS	)	
	)	
Fawn [redacted] Fenton	)	
Respondents	)	
	)	

NOTICE OF WITHDRAWAL OF MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Paul J. Spina, III, Attorney for Toyota Motor Credit Corp. (hereinafter "TMCC and requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay filed in this case on or about the 17th day of January, 2020. The debtor is current with payments to TMCC.

WHEREFORE, PREMISES CONSIDERED, Toyota Motor Credit Corp. requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

OF COUNSEL:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Withdrawal upon the following, or via ECF e-mail on this the 27th day of **February, 2020**.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P O Box 15824
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 2/28/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON SSN: XXX-XX-2065 [redacted] BRENTWOOD, TN 37027 Debtor	))))))	CHAPTER: 7 CASE NO.: 19-02693 JUDGE: WALKER

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.