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R.v1 (41-44)

COPY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [redacted] FENTON, Plaintiff/Wife,	)	
v.	)	**No. 48419B**
JEFFREY RYAN FENTON, Defendant/Husband.	)	

FILED FOR ENTRY 2019 JUL 17 PM 1:16

MOTION TO SELL THE MARITAL RESIDENCE

By Attorney Agreement between Brittany Gates and Virginia Story, due to an emergency in Ms. Gates family, requiring her to travel with her husband to Michigan.

Misleading RPC 3.4(b)

Irrelevant RPC 3.4(e)1

NOT MY FAULT!

COMES NOW the Plaintiff/Wife, Fawn [redacted] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Sell the Marital Residence and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce against Husband on June 4, 2019.
2. ~~As of the date of the filing of this Motion, Husband has not filed an Answer to the Complaint for Divorce.~~

Misleading RPC 3.4(b) Irrelevant RPC 3.4(e)1, Unheard, to Cause Bias RPC 8.4(c)

3. Wife currently has an *Ex Parte* Order of Protection against Husband ~~as the result of the domestic abuse she has incurred by Husband.~~
4. The marita

Misrepresentation, Prejudicial to Admin of Justice, Violate & Assist in Misconduct RPC 8.4(a)(c)(d)(f), False Statement RPC 4.1(a), Misleading RPC 3.4(b), Reasonably Should Know Crime/Fraud RPC 1.2(d)

5. Wife has not resided in the marital residence since April 2018 at which time she moved into her own apartment ~~as the living situation at home had gotten unbearable.~~
6. After Wife moved from the marital residence she continued to pay the mortgage and utilities for the marital residence up until the Spring of 2019 ~~when she could no longer afford to keep paying all of the bills on her own.~~
7. ~~As the result of her financial constraints~~, Wife filed for bankruptcy in April 2019. The Trustee has agreed to allow Husband and Wife to sell the marital residence as the house will have sufficient equity to pay off the first and second mortgage holders if it is put

IF **"Trustee"** REALLY knew that HUSBAND existed and was on **DEED** (as "Tenancy by the Entirety"), despite the fraudulently filed bankruptcy petition by Attorney Ausbrooks, then the Trustee must have been a party to the "Conspiracy Against MY Rights and Property" ALSO! Which means they have probably (ALL) played this scam on OTHERS before! **Acting United States Trustee for Region 8, Paul A. Randolph** needs to be contacted at **(901) 544-3251** to inquire further about the Responsibilities of the Trustee, the Attorney, and the Judge, to determine how high-up the chain of command the "FRAUD UPON THE COURT", "Bankruptcy Fraud", Conspiracy Against Rights, Deprivation of Rights and Property "Under Color of Law" went. This could be both a Bivens and a 1983 case, with all the criminal counterparts.

This was the ONLY reason WHY Attorney Virginia Lee Story was HIRED! This is the ONLY reason WHY my ex-wife filed for BANKRUPTCY! To get me OUT OF OUR HOUSE, to TAKE POSSESSION of it, and LIQUIDATE it, while taking all the financial benefit for her creditors (which largely paid HER COUNSEL). Attorney Story tried to pretend like there would be some BENEFIT to US BOTH by depriving me of DUE PROCESS and FORCING THE IMMEDIATE AUCTION OF MY HOME! Foreclosure would have been FAR BETTER FOR ME, for the Federal Protections, the Right to Redemption, the NOTICE, the Protecting Tenants at Foreclosure Act.

on the market and sold immediately. ~~If, however, Husband continues to reside in the home without paying the mortgage, foreclosure proceedings will begin and the parties will be charged late fees, attorney's fees, foreclosure costs and closing costs. If the foreclosure begins, then the parties will have no equity in the property~~.

This was all FRAUDULENT hyper-babble in a ludicrous attempt to LOOK AS THOUGH she JUSTIFIED STEALING MY PROPERTY.

While Judge Michael W. Binkley was **"in on it"** from the beginning!

There was ZERO "Impartiality"!

The Hearing was supposed to be on "whether or not" to sell, but ALL that Binkley and Story wanted to discuss was WHEN and by WHAT MEANS to SELL!

It was ALL a FRAUDULENT SHOW!!!

8. As part of the bankruptcy agreement Wife agreed to continue paying Bancorp South's second mortgage payments to avoid foreclosure as they would not allow the parties time to list the house through the divorce. Therefore, Wife is paying the second mortgage ~~while Husband lives in the house for free~~ and collects rent from two (2) roommates that he has moved into the home. The balance on the second mortgage is approximately $54,000.00. Bank of America holds the first mortgage with a balance of approximately $240,000.00.

Of the **$1,400** per month in **rents**, Wife was given the financial benefit and relief of approximately **$900 per month!**

By calculations she provided me a few months earlier, stating she was about **$500** short per month from cash-flowing, she SHOULD have cash-flowed for the FIRST time since she erratically moved out without need or notice, plus had a **$400** per month SURPLUS!

She had to take a PAY-CUT to try to "QUALIFY" for BANKRUPTCY!

This was ALL a highly orchestrated SCAM, not against the government or the creditors, but AGAINST ME!

As of **1/10/2022** the **VALUE** is **$800k+** while only owing **$300k!** That means we would have **$500k** in EQUITY, had the Court NOT FORCED an Auction before DISCOVERY!

9. ~~Wife tried to convince Husband to put the house in the market in the fall of 2018 as finances were getting tighter, however, Husband would not agree on anything and Wife believes that Husband will again try and do whatever he can in order to stall this process.~~

How do you use something I said AFTER she left me, as grounds for her leaving me? Didn't I need to be MEAN first?

10. Husband has ~~threatened~~ Wife, previously making the following statements:

"I promise you, it will cost you more if we sell than if we don't!" and "I will not fix it up for sale, and I will not live in it while it's on the market." (Text message July 27, 2018)

"If you choose to fight me on this, I will leverage every penny of this home which I legally can, plus it's future value to leave it in my will to whomever will fund my legal battle with you, no matter how complex the case, or how many appeals that it requires." (Text message March 27, 2019).

"I will work and fight to my death, to never allow you or anyone else to TAKE this property from me...." (Text message May 25, 2019).

I also sent her text messages (or emails) where I offered to **GIVE her MY EQUITY for FREE** if she would live in OUR HOME, since we purchased it TOGETHER, because it was the desire of HER HEART!

Incidentally, NONE of my texts or emails are EVER that SHORT!

While I've been "LONGWINDED" ALL MY LIFE (and I can prove it). She knew what she was marrying into!

Everybody has their "pros" and "cons". Since you cherry-picked the texts which would make me look the worst, would you like me to respond by sharing all of her negative qualities, which I accepted and loved her in spite of?

Did you know that we used to text, call, email each other (or do a screen share) on average **FIVE to TWENTY-FIVE times PER-DAY**, until "d-day" struck? I probably have a DECADE's worth of EMAILS and maybe FIVE-years worth of TEXT messages (possibly more), if you want to READ them all before you start judging ME and MY CHARACTER on just a few of the most unsettling, AFTER she had

Or would you rather that I show you ALL the texts and emails which were between these dates that were REALLY, REALLY NICE, when I wasn't scared to death about becoming HOMELESS, for trusting her enough to risk sacrificing my OWN HOME, for one which we both knew that I could never afford on my own!

Which is why we had a $300k LIFE INSURANCE policy on just her, so I'd never become HOMELESSS as a result of "risking a life larger" than I could ever afford, on my own. The only thing I never "prepared" for, was **what if SHE EVER CHOSE to leave me?** Oops!

Then Wife should have listed Husband's INVESTMENT AND EQUAL OR GREATER OWNERSHIP INTEREST IN THE PROPERTY. Whereby the BANKRUPTCY TRUSTEE would have been able to provide Husband with the legally required "341 NOTICE".

Instead, this was BANKRUPTCY FRAUD! The first of MULTIPLE LEVELS of FRAUD UPON THE COURT, BY OFFICER(S) OF THE COURTS!

Spanning both State and Federal Courts Simultaneously, Leveraging Attorney Story's Influence with Binkley and Beeler, to illegally DEPRIVE ME OF MY RIGHTS AND PROPERTY!

Next they illegally deprived me of my LIFE, LIBERTY, and PURSUIT OF HAPPINESS TOO, through the most obviously FRAUDULENT DEFAULT JUDGMENTS, while breaking every promise Binkley & Story made to me in Open Court on 8/29/2019!

Refusing me even NOTICE or any opportunity to participate in SECRET HEARINGS or defend myself!

All because I REPEATEDLY TOLD THE COURT ABOUT ATTORNEY STORY'S HORRIFIC ABUSE OF PROCESS. How she was intentionally targeting and exploiting my disabilities, for a strategic advantage!

ABANDONDED ME and REFUSED repeatedly to keep her promises, so that we could both survive the divorce without getting destroyed or displaced. Regretfully, somebody talked her out of that. You can read them to VERIFY that it was "mutual" and "consensual", without any "ABUSE" taking place. Instead, she LIKED it, she often INNITIATED it, I was like her best friend just on the other side of her monitor! Did you know that ISN'T A CRIME? Or even indicative of one?

> "I will stay here until you, the banks, and the police carry me out of here." (Text messages, June 15, 2019)

11. Wife is unsure what all modifications and/or renovations Husband has done to the home since she left in April 2018. Prior to her leaving, Husband had installed numerous security cameras and devices in the home and has rented out rooms to various individuals. ~~Wife is concerned that Husband may be devaluing the home by making undesirable changes to the property.~~

WE DID THIS TOGETHER YEARS EARLIER!

RETAIL "AS IS" (NOT at AUCTION!) Deceptive Manipulation

12. Wife believes the home to be valued at approximately $425,000.00. The Williamson County Property Assessor values the home at $386, 900.00. A similar home across the street, 1987 Sunny Side Drive) sold for $524,900.00 in April 2018. ~~Therefore, the sale of the home is likely to easily pay off both of the mortgages and still leave the parties some equity.~~

Tenn. R. Sup. Ct. 3.4(g), 3.5(e), 8.3(a)(b), 8.4(a)(b)(c)(d)(f)

13. ~~Pursuant to the terms of Wife's bankruptcy, if the home is not placed on the market in a timely manner, then one or both of the mortgage holders may begin foreclosure proceedings and the parties will lose all available equity in the property.~~

Rule 5.1 F.R.Civ.P., Rule 2002§341 F.R.Civ.P.

Tenn. Code § 39-16-507(a)(3),(c)(3), Tenn. Code § 39-16-503 (a)(2), T.C.A. § 39-16-403

TN CONST Art. I, § 2, 7, 8, 17, 22, 25, 30, 35(b)(d)(g)

14. ~~Husband has made it very clear that he will do whatever he can to thwart any effort of Wife to sell the home.~~

Rule 8(f) FRCP, TN Code § 39-15-101

18 U.S.C. 1341, 1503

Would the Court Allow a MAN to kick his WIFE out into the STREETS with no income, savings, no provision or shelter within the state?

15. Because time if of the essence, Wife requests that this Court order that Husband immediately vacate the premises so that the home can be prepared for sale.

With what MONEY?

To LIVE WHERE?

18 U.S.C. § 241, 242, 249, 28 U.S.C. §455(a)

TN Code § 48-1-102, T.R.A.P. Rule 36(a)(b)

16. Wife requests that this Court order the home to be sold by an independent third-party auctioneer to obtain the best sales price in a time efficient manner.

The goal ALL along - LIQUIDATE! (Not Responsibly Mitigate Damages to us BOTH.)

17. Wife would further request that she be reimbursed from the equity for the mortgage payments that she has made since vacating since April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of

UNSUBSTANTIATED ALLEGATIONS without any good-faith, ethical, or legal NOTICE! My only real ASSET was in DEFAULT! My premarital retirement funds! I was due NOTICE prior to default; since Wife promised to pay & changed credentials, so I couldn't verify. My Counsel only had the case for FOUR-DAYS, because of Negligence by Prior Counsel, whom I had to terminate. Yet the Court and Ms. Story REFUSED to even give my substitute Counsel a FEW-DAYS to research options! It was all a FRAUDULENTLY ENGINEERED, CONSPIRACY AGAINST MY RIGHTS AND PROPERTY!

While Judge Binkley UN-REASONABLY ASSUMED, "well, if he doesn't want to be ABUSED by Attorney Story anymore, then I guess he doesn't want to defend himself or participate at ALL.

So we'll just skip his 250+ page ANSWER & COUNTER **to every malicious complaint to date."**

(Including an ad hoc "Divorce Answer and Counter Complaint", rendering a "DEFAULT" impossible!)

As Judge Binkley instructed Attorney Story to write and file a FRAUDULENT AFFIDAVIT, leaving out Information CRITICAL to the CASE, in violation of the RJC & RPC, as they cherry-picked the part they liked, while leaving out 3/4 of the CRITICAL CONTENT of Husband's handwritten letter left for Wife at the Marital Residence.

Fraud Upon the Court by Judge Michael W. Binkley and Attorney Virginia Lee Story, along with a BUNCH of their "friends"!

Despite the almost exclusively "fraudulent narrative" of Attorney Virginia Lee Story, any gender based discrimination by the Court and Counsel (which were significant), Wife had voluntarily been our family's primary "breadwinner" for about a decade, since obtaining her professional license and over doubling her income. Despite Ms. Story's blatant lies, Husband is NOT a "computer genius" and could not even qualify for an entry level job in computers, unless having some friend who could open the door and train Husband. Wife's earning potential is at least 3x that of Husband as an MIT graduated, highly accredited, Licensed Professional Architect. Wife was our family's SOLE provider the last 3-years of marriage (by her choice).

It was never a "toxic marriage", it was a **"toxic divorce"** because she refused to act in good-faith. Plus the **"Trump Tax Reform"** on **1/1/2019** made ALIMONY **no longer** TAX DEDUCTIBLE! So she waited for her boss to retire. (Known a year in advance.) **Then SHE hired an ARMY!**

mortgage payments that she has made since vacating the home in April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of the home be placed in the trust account of attorney for Wife until a distribution can be negotiated or further ordered from the Court.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Sell the Marital Residence and that she be awarded her attorney fees for having to bring this Motion.

We both got $0 from this **FORCED AUCTION. We lost $250k** from what WE had invested into the home ourselves, plus almost a decade of my hard work. **Auctioned for $300k, resold for $550k, worth over $800k TODAY!** WE BOTH LOST EVERYTHING BY THESE SCAMS!

Wife was paying our mortgages because she was our family's only "breadwinner" during that short season. She provided a budget whereby she alleged to be able to afford BOTH, along with the utilities, while paying me approximately $1,000 per month for my consumables. Wife promised marriage counseling, going to church again together, trying to deal with our own issues while attempting to reconcile our marriage, etc... She even got an apartment near our home, so that we could "take turns" living in our home vs. the apartment, as well as to invite me over and "cook dinners" for us both, while sharing our pets. All of which she later refused.

The house was negotiated a hundred different ways, with me keeping it, her keeping it, us selling it, but **never did I offer to render myself HOMELESS!** Our last deal fell through because she refused to sign her OWN verbal agreement of paying me **$1,750** per month in ALIMONY, for a duration of **6-Years** (plus my 50% equity), as advised was "FAIR" by a financial expert we hired.

Respectfully submitted,

Kathryn L Yarbrough

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Wife even said, in an openly recorded conversation (in the beginning), that she would pay for my legal counsel, but I didn't want to waste our equity if we could do things amicably. Ultimately she refused both.

THIS MOTION IS SET TO BE HEARD ON AUGUST 1, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.

TESTIMONY EXPECTED

I could have supported myself again, but not immediately or while trying to **learn LAW** & survive multiple legal ambushes. I needed some vocational rehabilitation and time to transition. Now **Binkley/Story won't let me,** because of a fraudulent **OP for 6-YEARS to HIDE their CRIMES!**

Plus, I no longer had my own Duplex/Home to return to (which almost paid for itself), but had invested everything into our marital residence. Because it was the house of HER dreams, and as a better retirement investment for BOTH our premarital funds, after the 2008 market crash!

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail, facsimile, and email to Brittany Gates, Attorney for Husband, at brittany@gateslaw.com and 1616 Westgate Circle, Suite 116, Brentwood, TN 37027 on this the 17 day of July 2019.

HARD to BELIEVE, I know, that was their **plan**, but its **TRUE!**

When it comes to Attorneys working "on behalf" of another, although **Attorney Story was by far the "pack leader" and I believe the "mastermind" of these crimes,** each licensed BAR Member who participated should share SOME culpability, responsibility and liability.

Kathryn L Yarbrough

VIRGINIA LEE STORY
KATHRYN L. YARBROUGH

RPC 3.4(b)(c)(f)(g), 4.1, 8.3(a)(b), 8.4(a)(c)(f), in addition to any potential criminal actions, being a party to the Conspiracy Against my Rights and Property, Financial Exploitation, ADA Violations, etc... We are not under "martial law" where anyone can claim they were acting under the direct orders of another, thereby relieving any personal responsibility to act lawfully and ethically. They "reasonably knew" or "reasonably should have known" what they were participating in. This collusion, accomplice, conspiracy, caused far more devastating damages and exploited my (human and ADA) inability to "multitask" and defend myself quickly enough, by superseding the rate at which Attorney Story could harm me on her own. I was held to a standard by Binkley/Story of a seasoned licensed Attorney. At least those involved could be held to a standard of being adults, having common sense, knowing the RPC, and ethically caring and respecting their Oaths.