UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON, PLAINTIFF v. VIRGINIA LEE STORY ET AL., DEFENDANTS	CASE NO. 1:23-CV-1097

SMALL INDIVIDUAL EXHIBITS WITH WEB URLS

FOR QUICK & EASY REFERENCE (SECTION 2 OF 4)

I, Jeffrey Ryan Fenton, declare as follows:

1. My name is Jeffrey Ryan Fenton.
2. I am the Plaintiff in this federal lawsuit (CASE NO. 1:23-CV-1097).
3. Please file this exhibit in my case, so that I can reference it in my lawsuit.
4. Per the Clerk's request last time, I did not bind it.
5. Thank you.

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed 3/25/2024

JEFFREY RYAN FENTON
17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
JEFF.FENTON@LIVE.COM
(P) 615.837.1300
(F) 810.255.4438

Fawn Fenton
(615) [redacted]7377 • mobile

Did you leave me this little plant??

F

Sorry I missed you! I was at the grocery store replenishing my junk food

Fawn Fenton (mobile) • Feb 4, 2019

Lol! I wasn't going to knock anyways. But I was a little afraid I had the wrong place... night time, raining, can't see.

So i drove back out your complex to make sure I was at the second entrance, then I looked up your address on my phone, and it said it was right. 😁

I thought that maybe you were at an AA meeting....

I like the fact that the wind doesn't blow much down in that cubby. It is pretty easy to leave stuff without worrying what will happen.

I figured you would be inside and you would find in the morning... I tried to step quiet so not to alert puppy.

It says that it's a "money tree". I figured that was what we could use right about now!

Feb 4, 2019

AA meeting... Hahaha... No, came home from work and fell asleep until about 8:pm, then got up and went to storage to drop off some of the stuff I picked up from you yesterday, then went grocery shopping.

F

Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4, 2019

Fawn Fenton
(615) [redacted]-7377 • mobile

I almost got a little bonsai fern... but it didn't have any care instructions, so I was afraid you might kill it. It was pretty too though! So many choices!

Lol@

Were you at the brentwood krogers? If so we just missed each other... I had to pickup meds, get Kiwi carrots, and reload my ice cream.

I had my adhd group tonight. Kiwi is feeling all abandoned.

Time to give her some love. Hope it makes you smile from time to time.

Feb 4, 2019

F

Yep Brentwood Kroger.
Is your ADHD group helpful?
Thank you very much for the plant!!

Fawn Fenton (mobile) • Feb 4, 2019

First time I've gone to group in a long time, but I'm going to try to go every other week, then cut Terry back to twice per month, on the off weeks for the group.

That way it costs my mom half as much.

It was a good meeting.

You're welcome for the plant!

We must have literally driven past each other.

Feb 4, 2019

I wouldn't knock, just because I'm not trying to barge in on you without calling first and asking.

(Plus i have a bunch of frozen food melting in my car.)

The reason that I knocked on your birthday, is because with that bodacious baloon, I thought it had a zero percent chance of not getting fucked up with the wind, while waiting outside for you.

It's not because I wouldn't like to visit, but I don't want to intrude when I have not been invited.

Feb 5, 2019

F

Thank you, I appreciate that.
😊

Fawn Fenton (mobile) • Feb 5, 2019

Fawn Fenton
(615) [redacted]-7377 • mobile

I figure it isn't instrusive if I just leave a gift outside, without knocking or invading your space.

If you disagree, just let me know.

I don't ever want to get blamed for "stalking" just because I have the impulse to buy you a small spontaneous gift. So if that bothers you, just let me know.

I was thinking of getting you a boloon and tying it around your windshield wiper, for you to find in the morning, but it's a good thing I didn't go with that plan.

(Plus they had all these valentine's day baloons, and I didn't see any which were calling out "Tootie".)

Do you take Sarah to the grocery store?

Goodnight again.

I just woke up on the couch with a pile of bird poo beside me, while Tweetie was standing on the plywood sheet leaning against the couch.

You would be proud of me, right now I'm in Brentwood getting dinner, and because I painted both back doors today, they are both open, trying to dry... I put Tweetie in her cage, just in case a raccoon got inside.

How is that for "paranoid" for you?

Both back doors, not only unlocked, but open, with no alarm armed, and no cameras out back anymore.

Feb 5, 2019

F 😮 🙀

Fawn Fenton (mobile) • Feb 5, 2019

No racoons in the house when I got home.

Feb 5, 2019

F 👀

Fawn Fenton (mobile) • Feb 5, 2019

You at another AA meeting tonight?

You seem to be enjoying your emojis lately.

Feb 5, 2019

Fawn Fenton
(615) [redacted]-7377 • mobile

You sleeping any better?

Feb 6, 2019

Nope. I just had an appointment today with my sleep doc at the Frost clinic... He is upping my Adderall prescription, but other than xyrem, there isn't much to make me sleep better.

I also have been emailing with my GYN... Going to quit the hormones for now, they have more negative side effects and aren't really helping. Going to try to let my body detox for a month or two, then might try xyrem again later.

Fawn Fenton (mobile) • Feb 6, 2019

That sucks! Uppers alone is unsustainable. Did he check your bloodpressure, since you haven't had a physical lately?

Feb 6, 2019

Yes, they take my blood pressure every time I go in. It's been normal.

Fawn Fenton (mobile) • Feb 6, 2019

So you're not taking xyrem at all right now?

Adderall has an extended release capsule also... similar to my vyvance, which is supposed to last all day.

Feb 6, 2019

No, haven't taken xyrem at all for about 2 weeks now. Very tired, sleeping only in short 1-2 hour increments, but the night sweats are much milder without the xyrem.

Fawn Fenton (mobile) • Feb 6, 2019

Hungh... i wonder what to conclude about that?

The xyrem making you sleep through the sweating, or causing the sweating, or??

Feb 6, 2019

Yeah I discussed the extended-release Adderall with my doc today... But decided to keep me on the short-acting pills for now, so I can take them when I need depending on my schedule.

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton
(615) [redacted]-7377 • mobile

Ok. Just thought worth mentioning. I've never taken them. I take the highest dose for Vyvance, and supplement with adderall as needed. My doc says can only do as long as bp is ok. Bp has been borderline this past year, have physical next month.

Feb 6, 2019

F

My theory is that the root cause of the night sweats is menopause, but for some reason the sweating is much worse during deeper sleep. Xyrem effectively wasn't doing its job anymore... Even on strong dose of xyrem, I would wake up drenched after like 1 hour.

Fawn Fenton (mobile) • Feb 6, 2019

Hungh... that makes sense. Too bad there isn't a test or a single doc who can diagnose this stuff. Same with so much of healthcare, relies on client feedback and educated self-diagnosis.

Was why I gave up on shrinks in my 20s.

Feb 6, 2019

F

The sweats have been terrible... On the xyrem, I would totally drench my clothes and all bed sheets about every 1 to 2 hours. Would wake up soaked, change all clothes and strip bed and change all sheets... Go back to sleep, and then wake up sopping wet again like another hour later. Could go through this like 4x per night. Wet clothes and linens hanging up everywhere.

Fawn Fenton (mobile) • Feb 6, 2019

Until our roof catastrophe, and I could no longer walk Sarah without having an anxiety attack. That's when I decided to see a shrink again.

I put food in corner to avoid rain... i see raccoon butt now.

That sounds pretty awful! Was Sarah like wtf mommie?

Feb 6, 2019

So NOT taking the xyrem, I usually only have one episode of sweating per night, towards early morning, like between 3:am - 5:am. And it's less sweating... Still have to change clothes and sheets, but it's not as bad. And for most of the night I can at least be comfortable, even if I'm not sleeping well.

F

Raccoon butt!!! ❤️

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton
(615) [redacted]-7377 • mobile

Birdie is almose always drenched in the morning... even when I'm not sweaty. I think that wherever she clings to me, it creates extra heat between her body and mine, but she still wants to be completely under the covers.

That sounds like a rough compromise.

Feb 6, 2019

Dang, poor birdie drenched with Daddy funk

F

Yup, there is no good solution right now. My sleep is trashed either way.
Menopause sucks ass.

Fawn Fenton (mobile) • Feb 6, 2019

So you can't get away with just changing your big towel? You need to change the sheets too?

Have you tried a lighter blanket or comforter? So less hot, before wet, so not to get chills?

Feb 6, 2019

F

My sleep doc says "well, at least it's temporary", and I said yeah, I might get better in another 6 to 8 years....

Fawn Fenton (mobile) • Feb 6, 2019

I agree with that assessment! Terry said his wife was batshit crazy during menopause... lucky they didn't get divorced.

Lol! Fuck... that's something to look forward to.

Feb 6, 2019

F

Right, sometimes I soak through towel to sheet below, and always soak the sheet on top of my body also. I have been putting 2-3 layers of sheets, and rotating them so some are hanging up to dry while others are on the bed.

Fawn Fenton (mobile) • Feb 6, 2019

I think we need special institutions you can drop your wife off at for a decade, not allow her to use any sharp objects or credit cards, and an orderly comes in hourly and changes your sheets.

Feb 6, 2019

F

That sounds kind of good right now.

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton
(615) [redacted]-7377 • mobile

Lol!

Feb 6, 2019

F

Gotta go for a bit... Cute-cute wants cuddles....

Fawn Fenton (mobile) • Feb 6, 2019

Goodnight! Nice chatting. I'll keep praying that your symptoms will get better. My mom is praying for you too.

Go ask cute-cute how something so cute can smell like piss all the time...

Feb 6, 2019

F

Fawn Fenton (mobile) • Feb 6, 2019

There's no better place to take a nap!

His butt is a little shaggy.

He is cute... looking a little older, but aren't we all.

Feb 6, 2019

Fawn Fenton
(615) [redacted]-7377 • mobile

F

How are you? I have been falling apart, crying off and on all day. I wish things were better, for both of us.

Fawn Fenton (mobile) • Feb 8, 2019

Hello Tootles!

Ok, here's what I've figured out:

We can communicate in the language of cute critters, but for any other sort of communication, we need either an independant third party to help ground us both, to find our commonalities, and differences, to work through our differences in a way that is caring and fair, and to help us each recognize what is our own funk (ADHD & OCPD for me, Depression & Hopelessness for you) so that we can each work on our own bagage, without clobbering the other with it.

For our personal relations, the independant third party could probably be a good counselor (Terry could recommend), they may also be able to help us with the terms of our divorce and house sale, or maybe we would need Sandy for that part.

So in my opinion, we should stick to the language of 'cute critters', instead of repeatedly bombarding each other with our resentments, without making any headway.

I do still want to communicate with you, and I appreciate the fact that you have been more responsive to my texts and calls, instead of blowing me off for days or a week, or never addressing my attempts to communicate at all.

I believe that we BOTH have a "BLIND SPOT" though, which we need professional help to learn to recognize and take ownership of, rather than continuing to abuse the other with it.

The old adage of, "you can be right, or you can gave relationship" also comes to mind. I THINK that we both value maintaining a relationship at some level, be that friends or with a WHOLE LOT of healing, and a touch from God, something more.

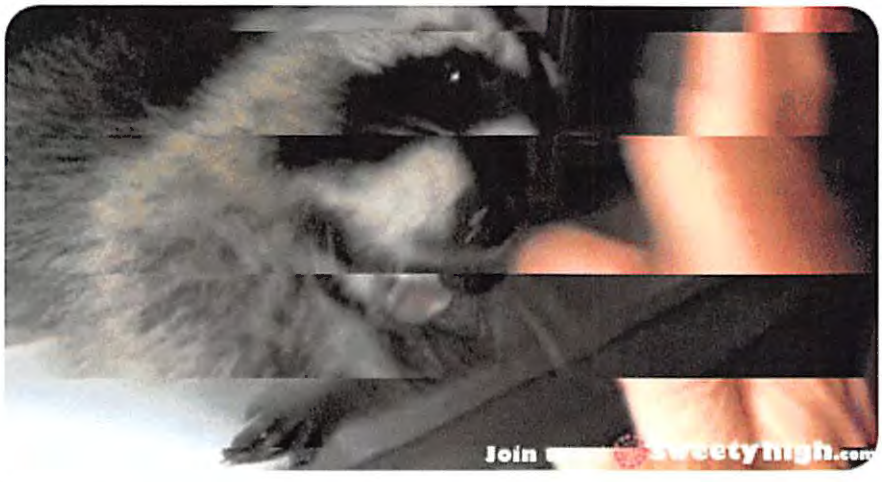
Right now I'd just like to work on the challenge of being FRIENDS!

I love to communicate with you, when you are sharing from the heart, or being light-hearted, playful or goofy, sharing with me about your work or family, or anything besides US, terms of property division and alimony, along with any other challenges which still FACE us (collectively), because then your entire posture changes, and you become Warrior Chickie", who believes that there are no fair compromises and that you need to fight for your life or be bulldozered over.

Fawn Fenton
(615) [redacted]-7377 • mobile

Certainly there have been times in your life when that has been true, but in my opinion that has been the exception rather than the rule. Either way. "Warrior Chickie" brings out "Hyde", and the two of them just verbally hurt each other, without really yielding any progress, resulting in more resentments and hurt feelings, and is otherwise completely unproductive in my point of view.

Feb 9, 2019



F

Yes, let's not talk about relationship crap. It never works, neither of us can hear the other. Stick to cute critters is good.

Fawn Fenton (mobile) • Feb 9, 2019

Is there anything FUN that you'd like (or be willing) to do with me this weekend, for an hour or two? (With the understanding that we leave "Warrior Chickie" and "Hyde" at home, keep it light hearted, and just have FUN?

Feb 9, 2019

Jeff Fenton

From: (615) [redacted]-7377 <16158371301.1615[redacted]7377.km4F34MBb9@txt.voice.google.com>
Sent: Saturday, February 9, 2019 8:22 PM
To: 837.1301@gmail.com
Subject: New text message from (615) [redacted]-7377

Categories: 5-Email: Present to Court

Voice

I don't know how to answer your question right now. I hate it when you ask me to choose what you "should"work on, since you can't multitask.

YOUR ACCOUNT HELP CENTER HELP FORUM

To edit your email preferences for text messages, go to the email notification settings in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Fawn Fenton
(615) [redacted]-7377 • mobile

F

I don't know how to answer your question right now. I hate it when you ask me to choose what you "should"work on, since you can't multitask.

Fawn Fenton (mobile) • Feb 9, 2019

Jeff Fenton

From: Jeff Fenton
Sent: Thursday, February 21, 2019 11:07 PM
To: Fawn Fenton
Subject: Re: Confirmation of changes to your membership

Hello Fawn,

I just saw this.

I only use netflix on one screen myself. The difference is not the number of screens for me, but the difference between whether it is "ultra hd" (4k), or regular old HD (1080p).

So all our newer 4k tvs, will have their image quality reduced by 75%, to save $2 per month.

That would suck!

Why are you so concerned with $2 or even $15 per month? Would you like to share with me the current details of your cash-flow situation, as I keep requesting, so I can understand how and where I might be able to help, and how much help is needed besides my own obvious financial shortfall each month?

I keep wrestling with trying to prioritize tech training, vs entry level job, vs roommate, and though I'm trying to "multi-task", I'd really prefer to be on your team, rather than just being seen as your adversary.

I honestly don't wish any hardship upon you, and despite our totally screwed situation currently, I want to be part of the solution, not just damned as unworthy to even see your side of the problem, and if or how I might try to help.

If I can figure out how to survive, and stop my negative cash flow, as things have been for months, with me living here and you only directly contributing $500 per month toward my consumables (which realistically cost me 2-3 times each month, plus counseling), are you going DEEPER into debt each month, cash flowing, treading water, or not?

You don't need to give me a line by line itemization, as you have refused for the past year, if you would just please share with me how the big picture is affecting you monthly at this time (positive or negative cash flow monthly, at minimum payments, and by how much), I would greatly appreciate it.

I'm also confused by your refusal to put the terms which I thought that we had both verbally agreed to on paper, so that we can move forward with selling our house, as you previously were so urgently passionate about.

I can't help but think, that if there were no evil plans to screw me over in some way, either in the division of our sale proceeds (for equal equity of our home), or for your refusal to put in writing the alimony terms which I thought we had previously both agreed upon, at $1,750 per month, as "Transitional Alimony" (unmodifiable) for 6 years, starting upon the sale of our home.

If you prefer that I stay here for a while, allowing the dust to settle, to ensure that we are both in a healthier place (mentally, emotionally, physically, and financially) prior to making the final decision to sell our home, I'm fine with that. Although I have largely accepted the loss (of our marriage, our family, our home, our property, our prosperity, most of my personal property, my credit, our retirement, our potential, and probably even our destiny in life together (to have a home based fellowship, here in our home, which was part of our motivation for purchasing this property. It seems like lifetimes ago, but our dream, hope, and plan, was to touch the lives

of other people in our neighborhood, with God's acceptance, peace, and love. Which now it appears that the enemy has successfully stolen from us, from God, and from Sunny Side.

Although I grieved that unfathomable, unanticipated, and massively overwhelming LOSS for 9-months, crying every single day that I can recall, finally coming to a place of ACCEPTANCE about what it appears that you are committed to ensuring is completed, at ANY and ALL costs. Despite all else, believing that will somehow benefit you, while really costing us both everything, for nothing of real mental, emotional, or spiritual value to you.

Although I've accepted that this will most likely be the outcome of our marriage and the foundational undertones which the remainder of our lives will be built upon, and I have realized and DECIDED, that in the end it is all just "stuff", and though my future may look 100x worse than it did two or three years ago, which I am powerless over stopping without you, that I WILL SURVIVE, and in time I WILL regain my strength and my independance once more.

That ultimately, much by my own hands, I have been maimed, but I have not been destroyed. Although I will probably never "like" it, my life will continue no matter how badly we both are crippled by our CHOICES in this horrific season.

Although I still would like not to lose any more than is necessary, and I may still need to work through my grief and loss again, before it is all over, the premise of my acceptance is that I may well lose EVERYTHING. Holding back not a single toy, tool, or treasure.

It is when I try to hold on, without you ON MY SIDE, that I experience such overwhelming pain and fear.

I can't do that anymore. I will probably need to refresh my memory on this a few times, before it will all be over, if there is such a thing.

So I am certainly in no hurry to sell our home, but I am completely willing to cooperate. What puzzles me the most, is why aren't you willing to put your words in ink? Are you honestly taking a moment to reconsider our loss, or were somehow your plans to betray me (yet again), spoiled by my decision to remain here?

What motivation is so strong, as to keep you from putting your own words into writing, so that you can have what you claim that you want?

Those are the questions which I am left with.

Goodnight my Love!

Cuddle my puppy for me, and maybe she will give you a kiss in return from me. From my heart, to Sarah's, and then to yours.

May the peace and protection of almighty God be with you and watch over your household and your heart!

I miss you all!

JEFF

Sent from my METICULOUS Android

From: Fawn Fenton
Sent: Thursday, February 21, 2019 4:23:23 PM
To: Jeff Fenton
Subject: FW: Confirmation of changes to your membership

FYI... going up by $2 per month.
Can I change the plan to 2 screens instead of 4 screens to get back down to what I'm paying now?

From: Netflix <info@mailer.netflix.com>
Sent: Tuesday, February 19, 2019 12:44 AM
To: [redacted]
Subject: Confirmation of changes to your membership

NETFLIX

New pricing

Hi Fawn,

The cost of your Premium plan (4 screens at a time + Ultra HD) has changed to $15.99 a month. This change takes effect Sunday, March 17th, 2019. You can view your updated membership details by visiting your Account.

Keep watching what you want, when you want and know that we're working to improve the Netflix experience for everyone, everywhere. Thanks for being a loyal member.

We're here to help if you need it. Visit the Help Center for more info or contact us.

–The Netflix Team

VIEW ALL TV SHOWS & MOVIES>

Questions? Call 1-866-579-7172
This account email has been sent to you as part of your Netflix membership. To change your email preferences at any time, please visit the Communication Settings page for your account.

Jeff Fenton

From: Fawn Fenton
Sent: Monday, February 25, 2019 6:30 PM
To: Jeff Fenton
Subject: HVAC system
Attachments: Belle Meade Exterminating_Annual SS Contract 2019.pdf

Hello,

- I received the attached bill for the Termite Inspection contract just about a week ago; it says "March Pre-Bill", so I was figuring I have until March to pay this. I will pay it sometime soon.
- I finally snail-mailed you a check for the $175 for your medical work, you should get it within the next day or two hopefully. (Sorry took so long; been going through all finances again the last couple of weeks, updating all data, and figured out that I am still going in the red around $400 to $500 each month. So was trying to make sure I have money in the bank to cover checks.)
- Your text said "we are starting to violate our contract terms"... what contract are you referring to?
- Your text said "we are way overdue on a new full house air filter"... which filter? Are you referring to the air purifier? Do you have a model number of the specific filter we need to buy, so I can shop for it? When I google "Carrier Infinity GAPA Air purifier filter", I get several different sizes and models come up. Let me know specifically which one we need, and we can find out what it will cost.

LEASE AGREEMENT

FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

1. **PARTIES** — This Lease Agreement is entered into this 26th, day of MARCH, 2019 between LANDLORD, Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 37027 and TENANT [redacted] MERRIMAN, in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee.

2. **LEASED PROPERTY** — LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.)

3. **EXCLUSIONS** — Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence being excluded from the LEASED PROPERTY:
   - Master Bedroom and Bathroom
   - Office
   - Attic
   - Crawl Space
   - Most of the Garage (minimal storage is allowed Tenants on one side)

   Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis.

4. **OCCUPANTS** — As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together.

5. **LEASE TERM** — The initial Term of this Lease shall commence at 7:00 am on 3/26/2019 for the term of 12 months and 6 days, and shall end at 7:00 am on 4/1/2020.

6. **RENT** — During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the amount of SEVEN HUNDRED + FIFTY Dollars ($750.00) per month on or before the first (1st) of each month, by check, money order, electronic transfer, or other traceable means (no cash please). In the event that the first day of the Lease Term is other than the first (1st) of the month, the first month's Rent shall be determined on a pro rata basis.

7. **SECURITY DEPOSIT** — The TENANT shall pay a Security Deposit of $250.00, on or before the first day of the Lease Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property.

   The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property:

   A. The full term of the Lease Agreement must be satisfied.

   B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.

   C. No damage has been done to the Leased Property beyond expected normal wear and tear.

   D. The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.

   E. No holes, burns, or stains are found on the carpeting or flooring.

   F. No unpaid Rents or damage charges are outstanding.

   The Landlord shall make a final walk-through of the Tenant's bedroom, with the Tenant present to witness, pointing out and itemizing in writing any damage found, and deemed by Landlord to be beyond normal wear and tear. Should such damage be found, Landlord will have a period of one week to calculate the costs of the repair, or to get estimates as the case may be, and to release the remainder of the Security Deposit back to the Tenant, while explaining the cost of the damages. If no damage is found by the Landlord during this final walk-through, Landlord shall provide Tenant with a check for the full amount of the Security Deposit, right then and there, without delay.

8. **WILDLIFE** — Wildlife shall be protected and cared for on this property, except for insects. Anyone intentionally harassing, scaring, or harming wildlife on or around this property, will be in express violation of this Lease Agreement, and may at the LANDLORD'S discretion have their Lease Agreement terminated, while forfeiting their Security Deposit to LANDLORD.

9. **UTILITIES** — The LANDLORD is responsible for paying the electric, water, trash removal, and Internet service provided to the property, as long as the TENANT does not reduce the temperature settings on the HVAC below 70 degrees or cause any significant increases in the costs of said utilities provided.

This property uses an old SEPTIC SYSTEM, rather than city sewer. As a result, this system must be properly cared for, to continue working. In general, NOTHING should get flushed down the toilets except for that which your body naturally excretes and toilet paper. "Courtesy flushes" are encouraged, to prevent clogging.

Specifically prevented items, from being flushed down the toilet, include:
Paper towels, condoms, sanitary napkins, pads, and tampons. Any wrappers or other refuge. Of particular concern, which has caused problems in the past, are the SANITARY WIPES, whether medicated or otherwise, even if they claim to be biodegradable or "septic safe", please NEVER flush these products down the toilet. Please also educate your guest about this concern, since this house has been without a working septic system for a week before and using a porta-potty while not being able to shower for a week, is no fun! On the same note, if the field lines of the septic system get clogged, I've been told that they can't realistically be "fixed" without being replaced, and that work would cost upwards of $15,000! I can't even imagine how LONG such a project would take, so please show a little respect and care for our septic system. Whenever it is treated right, then it works right, but when not, it gets really ugly, really quickly. (Any of the forbidden items, should be wrapped in toilet paper and deposited in the trash. Another solution which has worked in the past, is placing the items inside of pet waste disposal bags, and then putting them in the trash.)

10. PERSONAL PRIVACY & PEACEFUL ENJOYMENT — TENANTS shall be entitled to their own Personal Privacy & Peaceful Enjoyment of the Leased Property. Neither the TENANTS, the Landlord, nor the Landlord's agents or assigns, shall use the Leased Property or behave in such a way as to create a nuisance, annoy, disturb, inconvenience, or interfere with the Peaceful Enjoyment of others at the property, or any nearby resident. TENANTS shall obey all Federal, State, and Local laws. If law enforcement is called to the Leased Property due to the unlawful conduct or activities of any TENANT or their guests, that TENANT shall be considered in Default of this Lease Agreement. Should there be any concern of a domestic disturbance, abuse, violence, drugs, property damage, or similar condition placing the household at risk, then TENANT will need to find other lodging within 24 hours (if they can remain calm and non-threatening throughout that period). In such a case, TENANT would forfeit any pre-paid rents, in addition to their security deposit, for being in default. If the TENANT is unable to calm down or continues to present a credible risk to the property and/or its inhabitants, then the TENANT will need to leave the property immediately, as the lock codes shall be changed, to prevent further access. If deemed necessary, for the purpose of protecting the property and its occupants, the Sheriff's Department will be asked to escort the Tenant, who is in default, from the Leased Property. Under such extreme circumstances, TENANT shall not be allowed to return to the property, to retrieve their personal possessions, without the Sherriff's Department being present, to supervise and ensure TENANT'S peaceful and safe transition out of this property. Again, no funds shall be refunded or returned to the TENANT, after such a traumatic and disruptive incidence.

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14. REPAIRS AND REIMBURSE-MENT — **The Tenant agrees to notify the Landlord and an appropriate representative or agency should the Landlord be unavailable at the time, of the following items immediately upon discovery:** fire; gas leaks; electrical shorts; wind or storm damage; burglary, vandalism or other criminal activity on or near the Leased Property; water leaks; plumbing stoppages, heating or air conditioning malfunctions; and major appliance malfunctions. For any damages or malfunctions that occur as a result of the conduct or negligence of the Tenant or the Tenant's guests, the Tenant shall be responsible for all costs of repairs and agrees to pay these damages to the Landlord immediately upon request. The Landlord shall be given reasonable time to arrange for repairs, considering the nature of the problem and availability of repair services and parts for that item.

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Service of all notices to the Tenant shall be mailed or delivered to the Tenant at the Leased Property.

Service of all notices to the Landlord, and payment of all Rents, shall be mailed to:

Jeff Fenton
P.O. Box 159200
Nashville, TN 37215

Correspondence mailed by the Tenant but not received by the Landlord shall not be considered.

Additional contact information for the Landlord:

Mobile Phone: (615) 837-1301 (Voice & Text Accepted)

Email: [redacted]

Especially in the case of maintenance issues or other possible emergencies, the Tenant must try every available means to contact the Landlord and leave messages if the Landlord is unavailable. Phone calls, emails, and other non-written communication between both parties shall be honest and considered in good faith but shall not be contractually binding.

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19. SALE

If the Landlord sells this property, or places it up for sale, whether voluntarily or by court order, or in any way the ownership of this property or rights to sell this property are conveyed to another party, whether by foreclosure or other legal process, during the term of Tenancy per this Agreement, the assuming, owning, or controlling party, and their agents/assigns must continue to comply in-full with the terms of this Lease Agreement, until such a time as the term of this Lease has been fulfilled, and the Tenant has been given proper legal notice of any changes desired by the new owners, or to vacate the Leased Property, with plenty of time to find a comparable rental, in both cost and location, as well as to make that move smoothly, without any abrupt disturbances, to their life.

Landlord herein promises and assures Tenant, that under absolutely NO circumstances, will the Tenant be requested or required to move-out, without receiving at the very least, 90-Days of written notice in advance, of such a request or demand. This is the absolute legal minimum required by both Tennessee law and Federal laws, which the Tenant can take security in, despite any other instability in the marital status between the property owners.

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Written notice of nonpayment of Rent by Landlord is hereby waived. In the event that Rent is not paid within SEVEN DAYS of the due date, Landlord may terminate this Lease Agreement immediately and proceed with a detainer action for possession of the Leased Property.

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Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in any action for breach of this Lease Agreement or failure to pay Rent or other monies due, provided the judgment is in the Landlord's favor. Alternately, Landlord agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Tenant incurs in any action for breach of this Lease Agreement by Landlord, for failure to honor or complete the full-term of this Lease, or for opening/entering the Tenant's bedroom for any reason without Tenant's prior permission in writing, on a case-by-case basis. Both Landlord and Tenant reserve the right, to turn any delinquent debts owed to themselves, by the other party, over to a Collection Agency or other such organization which may adversely affect the debtor's credit rating and ability to qualify for credit in the future.

22. NO WAIVER

Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease Agreement shall not operate as a waiver of any such Lease Agreement provision or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease Agreement may be waived by Landlord unless such waiver is in writing and signed by Landlord.

23. SAVINGS CLAUSE

If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.

24. LEAD BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. This property was built in 1977 so it could contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the building. In compliance with Federal guidelines, Landlord has provided to Tenant a printed copy of the EPA pamphlet "Protect Your Family From Lead In Your Home", which Tenant herein acknowledges receipt of. Additional copies are available online at http://www.hud.gov.

25. PERSONAL INTEREST DISCLOSURE — Tenant has been advised that Landlord is the OWNER of this property, and is also a LICENSED real estate professional in the State of Tennessee (license is currently in "retirement" status), acting on his own behalf and in his own best interests, to manage and rent this property. Landlord is NOT assuming any agency relationship with the Tenant.

THIS IS A LEGALLY BINDING CONTRACT. (Please seek legal counsel before signing, if you don't fully understand.)

TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS "LEASE AGREEMENT". NO ORAL AGREEMENTS HAVE BEEN MADE WHICH CONFLICT WITH THE CONTENTS HEREIN. TENANT UNDERSTANDS THAT ALL PROVISIONS OF THIS LEASE AGREEMENT ARE MADE FOR THE PURPOSE OF PROTECTING THE LEASED PROPERTY AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS. BOTH LANDLOD AND TENANT, LEGALLY AGREE AND AFIRM, BY SIGNING BELOW, THAT THEY WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT, HEREIN STATED.

Jeffrey R. Fenton	[redacted] MERRIMAN
LANDLORD	TENANT (Print Name)
LANDLORD SIGNATURE	TENANT SIGNATURE
3/26/2019 7:50 PM	3/26/2019 7:57 PM CST
BINDING AGREEMENT DATE TIME	BINDING AGREEMENT DATE TIME

TENANT'S INITIALS: CM

[redacted] MERRIMAN
[redacted]VE
FRANKLIN, TN 37064

1338
87-0863/0640
10

3/26/19
DATE

PAY TO THE ORDER OF JEFF FENTON $ 250.00

TWO HUNDRED FIFTY + NO/100 DOLLARS

Pinnacle
615-744-3700 www.pnfp.com

FOR DEPOSIT FOR LEASE AT 1986 SUNNYSIDE DRIVE

MP

⑆064008[redacted]⑈

Hartland Clarke

[redacted] MERRIMAN
[redacted]VE
FRANKLIN, TN 37064

1341
87-0863/0640
10

3/26/19
DATE

PAY TO THE ORDER OF JEFF FENTON $ 300.00

THREE HUNDRED & NO/100 DOLLARS

Pinnacle
615-744-3700 www.pnfp.com

FOR PARTIAL RENT

MP

⑆064008[redacted]⑈

Hartland Clarke

[redacted] MERRIMAN
[redacted]VE
FRANKLIN, TN 37064

1343
87-0863/0640
10

4/1/19
DATE

PAY TO THE ORDER OF JEFF FENTON $ 450.00

FOUR HUNDRED FIFTY & NO/100 DOLLARS

Pinnacle
615-744-3700 www.pnfp.com

FOR APRIL RENT BALANCE

MP

⑆064008[redacted]⑈

Hartland Clarke

Capital One

Check Details

Account:	360 Savings ...5604
Available Amount:	$250.00
Check Amount:	$250.00
Deposit Date:	Tuesday, March 26, 2019

[redacted] MERRIMAN
[redacted]VE
FRANKLIN, TN 37064

1338

3/26/19
DATE

PAY TO THE ORDER OF JEFF FENTON $1 250.00

TWO HUNDRED FIFTY + NO/100 DOLLARS

Pinnacle
615-744-3700 www.pnfp.com

DEPOSIT FOR LEASE AT
FOR 1956 SUNNYSIDE DRIVE

⑆064008[redacted]⑈

>[redacted]7912<
CAPITAL ONE, NA
0010303534 03272019
RICHMOND, VA 004 21
360 RDC Deposit [redacted]604

Capital One

Check Details

Account:	360 Checking ...5855
Available Amount:	$300.00
Check Amount:	$300.00
Deposit Date:	Tuesday, March 26, 2019

[redacted] MERRIMAN
[redacted]VE
FRANKLIN, TN 37064

1341

3/26/19
DATE

PAY TO THE ORDER OF JEFF FENTON $1 300.00

THREE HUNDRED & NO/100 DOLLARS

Pinnacle
615-744-2700 www.pnfp.com

FOR PARTIAL RENT

⑆064008[redacted]⑈

[redacted]7912<
CAPITAL ONE, NA
0010304502 03272019
RICHMOND, VA 004 21
360 RDC Deposit [redacted]855

Capital One

Check Details

Account:	360 Checking ...5855
Available Amount:	$450.00
Check Amount:	$450.00
Deposit Date:	Monday, April 1, 2019

[redacted] MERRIMAN
[redacted]VE
FRANKLIN, TN 37064

1343
87-063/0640
10

4/1/19
DATE

PAY TO THE ORDER OF JEFF FENTON $1450.00

FOUR HUNDRED FIFTY & NO/100 DOLLARS

Pinnacle
615-744-3700 www.pnfp.com

FOR APRIL RENT BALANCE

⑆064008[redacted]⑈

>[redacted]7912<
CAPITAL ONE, NA
0056236578 04012019
RICHMOND, VA 353 21
360 RDC Deposit [redacted]855

LEASE AGREEMENT

FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

1. PARTIES — This Lease Agreement is entered into this 9th, day of APRIL, 2019 between LANDLORD, Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 37027 and TENANT [redacted] GARCIA, in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee.

2. LEASED PROPERTY — LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.)

3. EXCLUSIONS — Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence being excluded from the LEASED PROPERTY:
   - Master Bedroom and Bathroom
   - Office
   - Attic
   - Crawl Space
   - Most of the Garage (minimal storage is allowed Tenants on one side)

   Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis.

4. OCCUPANTS — As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together.

5. LEASE TERM — The initial Term of this Lease shall commence at 7:00 am on 4/9/2019 for the term of 11 months and 22 days, and shall end at 7:00 am on 4/1/2020.

6. RENT — During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the amount of SIX HUNDRED FIFTY Dollars ($650.00) per month on or before the first (1st) of each month, by check, money order, electronic transfer, or other traceable means (no cash please). In the event that the first day of the Lease Term is other than the first (1st) of the month, the first month's Rent shall be determined on a pro rata basis.

7. SECURITY DEPOSIT — The TENANT shall pay a Security Deposit of $250.00, on or before the first day of the Lease Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property.

   The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property:

   A. The full term of the Lease Agreement must be satisfied.

   B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.

   C. No damage has been done to the Leased Property beyond expected normal wear and tear.

   D. The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.

   E. No holes, burns, or stains are found on the carpeting or flooring.

   F. No unpaid Rents or damage charges are outstanding.

   The Landlord shall make a final walk-through of the Tenant's bedroom, with the Tenant present to witness, pointing out and itemizing in writing any damage found, and deemed by Landlord to be beyond normal wear and tear. Should such damage be found, Landlord will have a period of one week to calculate the costs of the repair, or to get estimates as the case may be, and to release the remainder of the Security Deposit back to the Tenant, while explaining the cost of the damages. If no damage is found by the Landlord during this final walk-through, Landlord shall provide Tenant with a check for the full amount of the Security Deposit, right then and there, without delay.

8. WILDLIFE — Wildlife shall be protected and cared for on this property, except for insects. Anyone intentionally harassing, scaring, or harming wildlife on or around this property, will be in express violation of this Lease Agreement, and may at the LANDLORD'S discretion have their Lease Agreement terminated, while forfeiting their Security Deposit to LANDLORD.

9. UTILITIES — The LANDLORD is responsible for paying the electric, water, trash removal, and Internet service provided to the property, as long as the TENANT does not reduce the temperature settings on the HVAC below 70 degrees or cause any significant increases in the costs of said utilities provided.

TENANT'S INITIALS _____

This property uses an old SEPTIC SYSTEM, rather than city sewer. As a result, this system must be properly cared for, to continue working. In general, NOTHING should get flushed down the toilets except for that which your body naturally excretes and toilet paper. "Courtesy flushes" are encouraged, to prevent clogging.

Specifically prevented items, from being flushed down the toilet, include:
Paper towels, condoms, sanitary napkins, pads, and tampons. Any wrappers or other refuge. Of particular concern, which has caused problems in the past, are the SANITARY WIPES, whether medicated or otherwise, even if they claim to be biodegradable or "septic safe", please NEVER flush these products down the toilet. Please also educate your guest about this concern, since this house has been without a working septic system for a week before and using a porta-potty while not being able to shower for a week, is no fun! On the same note, if the field lines of the septic system get clogged, I've been told that they can't realistically be "fixed" without being replaced, and that work would cost upwards of $15,000! I can't even imagine how LONG such a project would take, so please show a little respect and care for our septic system. Whenever it is treated right, then it works right, but when not, it gets really ugly, really quickly. (Any of the forbidden items, should be wrapped in toilet paper and deposited in the trash. Another solution which has worked in the past, is placing the items inside of pet waste disposal bags, and then putting them in the trash.)

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24. LEAD BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. This property was built in 1977 so it could contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the building. In compliance with Federal guidelines, Landlord has provided to Tenant a printed copy of the EPA pamphlet "Protect Your Family From Lead In Your Home", which Tenant herein acknowledges receipt of. Additional copies are available online at http://www.hud.gov.

25. PERSONAL INTEREST DISCLOSURE — Tenant has been advised that Landlord is the OWNER of this property, and is also a LICENSED real estate professional in the State of Tennessee (license is currently in "retirement" status), acting on his own behalf and in his own best interests, to manage and rent this property. Landlord is NOT assuming any agency relationship with the Tenant.

THIS IS A LEGALLY BINDING CONTRACT. (Please seek legal counsel before signing, if you don't fully understand.)

TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS "LEASE AGREEMENT". NO ORAL AGREEMENTS HAVE BEEN MADE WHICH CONFLICT WITH THE CONTENTS HEREIN. TENANT UNDERSTANDS THAT ALL PROVISIONS OF THIS LEASE AGREEMENT ARE MADE FOR THE PURPOSE OF PROTECTING THE LEASED PROPERTY AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS. BOTH LANDLOD AND TENANT, LEGALLY AGREE AND AFIRM, BY SIGNING BELOW, THAT THEY WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT, HEREIN STATED.

Jeffrey R. Fenton	[redacted] Garcia
LANDLORD	TENANT (Print Name)
LANDLORD SIGNATURE	TENANT SIGNATURE
4/9/2019 3:30 PM	4/9/2019 3:20 pm.
BINDING AGREEMENT DATE TIME	BINDING AGREEMENT DATE TIME

TENANT'S INITIALS: _____

REGIONS

CASHIER'S CHECK
04/09/2019

[redacted]8062

Jesse M Garcia / Rent
Purchaser / Purchased For

VOID

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

$650.00 Fee $0.00

NOT NEGOTIABLE
CUSTOMER COPY

Regions Bank

Branch TN05102
CC102053

REGIONS

CASHIER'S CHECK
04/09/2019

61-1/620

[redacted]8062

[redacted] Garcia / Rent
Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

$650.00

Authorized Signature

Regions Bank

Branch TN05102
CC102053

⑈55052[redacted]⑈

Capital One

Check Details

Account:	360 Checking ...5855
Available Amount:	$650.00
Check Amount:	$650.00
Deposit Date:	Tuesday, April 9, 2019

REGIONS

CASHIER'S CHECK

[redacted]8062

04/09/2019

[redacted] Garcia / Rent

Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

$650.00

Authorized Signature

Branch TN05102

CC102053

Regions Bank

⑈55052[redacted]⑈

>[redacted]7912<

CAPITAL ONE, NA

0044112350 04102019

RICHMOND, VA 003 23

360 RDC Deposit [redacted]5855

CLOSED, CONVERTED, MEANSYES, DISCH(D)

Appendix 10-1

U.S. Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE (Nashville)
Bankruptcy Petition #: 3:19-bk-02693

Assigned to: Charles M Walker
Chapter 7
Previous chapter 13
Original chapter 13
Voluntary
Asset

Date filed: 04/26/2019
Date converted: 12/06/2019
Date terminated: 03/01/2021
Debtor discharged: 04/15/2020
341 meeting: 01/06/2020
Deadline for objecting to discharge: 03/06/2020
Deadline for financial mgmt. course: 07/26/2019

Debtor disposition: Standard Discharge

Debtor
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027
DAVIDSON-TN
SSN / ITIN: xxx-xx-20[redacted]

represented by **MARY ELIZABETH AUSBROOKS**
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926
615-242-3996
Email: marybeth@rothschildbklaw.com

MARY ELIZABETH AUSBROOKS
(See above for address)

Alexander S. Koval
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S.
Suite 12
Nashville, TN 37212
615 242 3996
Fax : 615 242 2003
TERMINATED: 10/04/2019

Trustee
HENRY EDWARD HILDEBRAND, III
OFFICE OF THE CHAPTER 13 TRUSTEE
PO BOX 340019
NASHVILLE, TN 37203-0019
615 244-1101
TERMINATED: 12/06/2019

Trustee
JOHN C. MCLEMORE
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215
615 383-9495

represented by **JOHN C. MCLEMORE**
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215
615 383-9495

Fax : 615 292-9848
Email: gmyecfkr@gmylaw.com

U.S. Trustee
US TRUSTEE
OFFICE OF THE UNITED STATES TRUSTEE
701 BROADWAY STE 318
NASHVILLE, TN 37203-3966
615 736-2254

Filing Date	#	Docket Text
04/26/2019	1 (50 pgs)	Chapter 13 Voluntary Petition Individual. Fee Amount is $310.00. Separately and Contemporaneously, an Application to Pay This Filing Fee in Installments or an Application to Waive Filing Fees is being filed. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	2 (5 pgs)	Chapter 13 Plan , and Request for Valuation of Security, and Request for Assumption of Executory Contracts and Unexpired Leases. Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	4 (2 pgs)	Application to Pay Filing Fee in Installments Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	5 (4 pgs)	Chapter 13 Statement of Current Monthly Income and Calculation of Commitment Period for 5 Years Form 122C-1. Disposable Income Is Determined Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	6 (8 pgs)	Chapter 13 Calculation of Disposable Income Form 122C-2 Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	7 (1 pg)	Certificate of Credit Briefing for Debtor Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	8 (7 pgs; 2 docs)	Certificate of Service mailed on 4/26/2019 *on Chapter 13 Plan.* (Attachments: # 1 Chapter 13 Plan) Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)2). (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	9 (1 pg)	Order Granting Application to Pay Filing Fees in Installments. Filing fee requested to pay in installments is $310.00 (RE: Ref Doc #4), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 04/26/2019)

04/29/2019	12 (2 pgs)	Meeting of Creditors Notice. . Meeting of Creditors to be held on 6/11/2019 at 11:00 AM at Customs House, 701 Broadway, Room 100, Nashville, TN 37203. Deadline to file Proof of Claim is 7/5/2019. Deadline to file Government Proof of Claim is 10/23/2019. Written objections to confirmation must be filed by 6/6/2019. Last day to Object to Confirmation 6/11/2019. Last day to File Complaint to Determine Dischargeability of Certain Debts is 8/12/2019. Confirmation hearing to be held on 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/29/2019	10 (1 pg)	Submitted Order for Entry - Direct Pay Order (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/30/2019	11 (1 pg)	Order for Direct Pay Re: First Debtor Signed on 4/30/2019. (slw) (Entered: 04/30/2019)
05/01/2019	13 (2 pgs)	Notice of Appearance and Request for Service pursuant to Rule 2002 Filed on the behalf of: Creditor BANK OF AMERICA, N.A.. (BROWN, NATALIE) (Entered: 05/01/2019)
05/02/2019	14 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)12 Meeting of Creditors Chapter 13) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	15 (6 pgs)	BNC Certificate of Notice. (RE: related document(s)2 Chapter 13 Plan) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	16 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)11 Order for Direct Pay - BK Order) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/10/2019	17 (20 pgs; 3 docs)	Objection and Notice of: Objection to Claim 1 by Claimant The Internal Revenue Service in the amount of $15,910.36. . Filed By: MARY ELIZABETH AUSBROOKS on behalf of Fawn [redacted] Fenton. If timely response hearing will be held on 6/19/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/9/2019. (Attachments: # 1 Proposed Order # 2 Exhibit)(AUSBROOKS, MARY) (Entered: 05/10/2019)
05/23/2019	18 (3 pgs)	Objection to Confirmation of Plan . Filed By: NATALIE BROWN on behalf of BANK OF AMERICA, N.A.. The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (BROWN, NATALIE) (Entered: 05/23/2019)
06/04/2019	19 (3 pgs)	Objection to Confirmation of Plan . The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Certificate of

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.
Beyond that, we'll have to see where things stand with you, and with my company.
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

			For Debtor 1	For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 7,500.00	$ N/A
5.	**List all payroll deductions:**			
5a.	**Tax, Medicare, and Social Security deductions**	5a.	$ 1,654.96	$ N/A
5b.	**Mandatory contributions for retirement plans**	5b.	$ 0.00	$ N/A
5c.	**Voluntary contributions for retirement plans**	5c.	$ 0.00	$ N/A
5d.	**Required repayments of retirement fund loans**	5d.	$ 0.00	$ N/A
5e.	**Insurance**	5e.	$ 0.00	$ N/A
5f.	**Domestic support obligations**	5f.	$ 0.00	$ N/A
5g.	**Union dues**	5g.	$ 0.00	$ N/A
5h.	**Other deductions.** Specify:	5h.+	$ 0.00	+ $ N/A
6.	**Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 1,654.96	$ N/A
7.	**Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 5,845.04	$ N/A
8.	**List all other income regularly received:**			
8a.	**Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00	$ N/A
8b.	**Interest and dividends**	8b.	$ 0.00	$ N/A
8c.	**Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00	$ N/A
8d.	**Unemployment compensation**	8d.	$ 0.00	$ N/A
8e.	**Social Security**	8e.	$ 0.00	$ N/A
8f.	**Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	$ 0.00	$ N/A
8g.	**Pension or retirement income**	8g.	$ 0.00	$ N/A
8h.	**Other monthly income.** Specify:	8h.+	$ 0.00	+ $ N/A
9.	**Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 0.00	$ N/A

10. **Calculate monthly income.** Add line 7 + line 9. 10. $ 5,845.04 + $ N/A = $ 5,845.04
Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.

11. **State all other regular contributions to the expenses that you list in *Schedule J*.**
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J*.
Specify: 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data*, if it applies 12. $ 5,845.04
Combined monthly income

13. **Do you expect an increase or decrease within the year after you file this form?**
■ No.
☐ Yes. Explain: **Employer Retiring - Closing their Firm - Known Over a Year in Advance**

Adkisson & Associates Architects, Inc.

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 15 AM 10: 44

FILED FOR ENTRY_____

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the "Firm")

I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Film so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through November 15, 2019 so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Akdisson
President

118

EXHIBIT
2

3322 West End Avenue • Suite 103 • Nashville, Tennessee 37203 • (615) 298-9829 • Fax (615) 298-5122 • www.adkissonarchitects.com

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

☐ 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?

1.1

1986 Sunny Side Drive
Street address, if available, or other description

Brentwood **TN** **37027-0000**
City State ZIP Code

Williamson
County

What is the property? Check all that apply
■ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other

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

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? **$425,000.00**
Current value of the portion you own? **$425,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.
Tenants by the Entireties

WE OWNED OUR PROPERTY as ONE INDIVIDUAL (MARRIED ENTITY)!

☐ **Check if this is community property** (see instructions)

Other information you wish to add about this item, such as local property identification number:
Separated Spouse is on Deed only

FALSE!!!

This is the only page I've seen that is MOSTLY correct, except for this "Fraud On the Court, by Officer(s) of the Court" claim that I had NO financial investment or interest in our Marital Residence, when I contributed far more to it, at purchase and through improvements, than Ms. Fenton ever did! That is Bankruptcy FRAUD by Attorney Ausbrooks!

2. **Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>** **$425,000.00**

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.*

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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 (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 23,000 miles **VIN:** [redacted] Line from *Schedule A/B*: **3.1**	**$16,375.00**	■ **$3,775.00** ☐ 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**	**$2,700.00**	■ **$2,700.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
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**
Cash Line from *Schedule A/B*: **16.1**	**$50.00**	■ **$50.00** ☐ 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**	**$2,000.00**	■ **$2,000.00** ☐ 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)

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
Savings: First Farmers & Merchants Line from *Schedule A/B*: **17.3**	**$800.00**	■ **$800.00** ☐ 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**	**$150.00**	■ **$150.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Federal: 2017 Tax Refund Line from *Schedule A/B*: **28.1**	**$1,533.50**	■ **$525.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

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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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 (if known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

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, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

■ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1 BanCorp South	$53,967.42	$425,000.00	$0.00

Creditor's Name: BanCorp South

Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin, TN 37067

Number, Street, City, State & Zip Code

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? 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 claim relates to a community debt

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) Home Equity L

Date debt was incurred _____ Last 4 digits of account number _____

Attorney Ausbrooks failed to list me here as having any FINANCIAL investment and interest in OUR EQUALLY Deeded Marital Property. Although the loans were in Ms. Fenton's name, since our previous residence was still financed in my name (making the income to debt ratios easier, to qualify for more favorable interest rates), every dollar, asset, and debt we had, while we were married, we owned a joint and equal interest in! There was NO differentiation between his/hers money, property, or debt obligations. While I was also required to sign as a BORROWER at closing for both of these loans/mortgages, to subject my interest in the property to the repayment of these notes. This is clearly "Fraud On the Court by Officer(s) of the Court!" by Ausbrooks.

2.2 Bank of America, NA	$240,182.77	$425,000.00	$0.00

Creditor's Name: Bank of America, NA

Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa, FL 33634

Number, Street, City, State & Zip Code

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? 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 claim relates to a community debt

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) First Mortgage

Date debt was incurred _____ Last 4 digits of account number _____

Furthermore, Ms. Ausbrooks "erroneously" lists the information about me existing, in the PROPERTY ADDRESS BOX, while failing to check the boxes to indicate that I have any financial responsibility for these loans, that I have any financial investment or interest in this property, or that my financial interest is subject to these mortgages and notes being paid as promised. While I was provided absolutely NO NOTICE that my ex-wife was secretly filing for bankruptcy, or that she had specifically REQUESTED to unnecessarily forfeit OUR Marital Residence, and that the whole of ALL my investments in life, were being defaulted on and about to be LOST!

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

Case number (if known)

2.3	Toyota Motor Credit Co. Creditor's Name Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634 Number, Street, City, State & Zip Code	Describe the property that secures the claim: 2017 Toyota Prius 23,000 miles VIN: [redacted]	$12,600.00	$16,375.00	$0.00

As of the date you file, the claim is: Check all that apply.
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Who owes the debt? 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 claim relates to a community debt

Nature of lien. Check all that apply.
- ☐ An agreement you made (such as mortgage or secured car loan)
- ☐ Statutory lien (such as tax lien, mechanic's lien)
- ☐ Judgment lien from a lawsuit
- ■ Other (including a right to offset) PMSI

Date debt was incurred 09/15/2016

Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here:	$306,750.19
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	$306,750.19

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debt ~~in Part 1, do not fill out or submit this page.~~

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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
(if known)

☐ Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims against you?**

   ☐ No. Go to Part 2.

   ■ Yes.

2. **List all of your priority unsecured claims.** If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

   (For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount
2.1	**IRS Insolvency** Last 4 digits of account number	$0.00	$0.00	$0.00

Priority Creditor's Name
Attn: Officer Manager or Agent
PO Box 7346
Philadelphia, PA 19101-7346
Number Street City State Zip Code

When was the debt incurred?

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

■ No
☐ Yes

As of the date you file, the claim is: Check all that apply

☐ Contingent
☐ Unliquidated
☐ Disputed

Type of PRIORITY unsecured claim:

☐ Domestic support obligations
■ Taxes and certain other debts you owe the government
☐ Claims for death or personal injury while you were intoxicated
☐ Other. Specify

Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. **Do any creditors have nonpriority unsecured claims against you?**

   ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.

   ■ Yes.

4. **List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim.** If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

4.1 **American Express**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 981537
El Paso, TX 79998
Number Street City State Zip Code

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

Last 4 digits of account number **$9,518.02**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

4.2 **Ascend Federal Credit Union**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
Number Street City State Zip Code

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

Last 4 digits of account number **$17,811.23**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

4.3 **Bank of America**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998
Number Street City State Zip Code

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

Last 4 digits of account number **$11,793.22**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

4.4 **Capital One Bank USA NA**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City, UT 84130-0281
Number Street City State Zip Code

Last 4 digits of account number **$9,818.83**

When was the debt incurred?

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Flexible Spending Account**

4.5 **Chase Card**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850
Number Street City State Zip Code

Last 4 digits of account number **$0.00**

When was the debt incurred?

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Notice**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):
- ■ Part 1: Creditors with Priority Unsecured Claims
- ☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):
- ■ Part 1: Creditors with Priority Unsecured Claims
- ☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim
Total	6a. **Domestic support obligations**	6a. $ **0.00**

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

claims from Part 1	6b.	**Taxes and certain other debts you owe the government**	6b.	$ 0.00
	6c.	**Claims for death or personal injury while you were intoxicated**	6c.	$ 0.00
	6d.	**Other.** Add all other priority unsecured claims. Write that amount here.	6d.	$ 0.00
	6e.	**Total Priority.** Add lines 6a through 6d.	6e.	$ 0.00
				Total Claim
	6f.	**Student loans**	6f.	$ 0.00
Total claims from Part 2	6g.	**Obligations arising out of a separation agreement or divorce that you did not report as priority claims**	6g.	$ 0.00
	6h.	**Debts to pension or profit-sharing plans, and other similar debts**	6h.	$ 0.00
	6i.	**Other.** Add all other nonpriority unsecured claims. Write that amount here.	6i.	$ 48,941.30
	6j.	**Total Nonpriority.** Add lines 6f through 6i.	6j.	$ 48,941.30

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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
(if known)

☐ Check if this is an amended filing

Official Form 106G
Schedule G: Executory Contracts and Unexpired Leases

12/15

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, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. **Do you have any executory contracts or unexpired leases?**
   ☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
   ■ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. **List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1 [redacted] **c/o Brookside Properties, Inc.** **2002 Richard Jones Road, Suite 200-C** **Nashville, TN 37215**	**Assume Residential Lease** **Ends 08/2020**

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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
(if known)

☐ Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. 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, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.

■ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

■ No. Go to line 3.
☐ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: **Your codebtor** Name, Number, Street, City, State and ZIP Code	*Column 2:* **The creditor to whom you owe the debt** Check all schedules that apply:
3.1 Name Number Street City State ZIP Code	☐ Schedule D, line ____ ☐ Schedule E/F, line ____ ☐ Schedule G, line ____
3.2 Name Number Street City State ZIP Code	☐ Schedule D, line ____ ☐ Schedule E/F, line ____ ☐ Schedule G, line ____

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https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known)

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date: MM / DD/ YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. 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 Employment

1. **Fill in your employment information.**

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	■ Employed ☐ Not employed	☐ Employed ☐ Not employed
Occupation	Architect	
Employer's name	[redacted] Associates, Architects, Inc.	
Employer's address	3322 West End Ave. Suite 103 Nashville, TN 37203	
How long employed there?	August 2006	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write $0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

		For Debtor 1	For Debtor 2 or non-filing spouse
2. **List monthly gross wages, salary, and commissions** (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2.	$ 7,500.00	$ N/A
3. **Estimate and list monthly overtime pay.**	3.	+$ 0.00	+$ N/A
4. **Calculate gross income.** Add line 2 + line 3.	4.	$ 7,500.00	$ N/A

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

			For Debtor 1	For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 7,500.00	$ N/A
5.	**List all payroll deductions:**			
5a.	**Tax, Medicare, and Social Security deductions**	5a.	$ 1,654.96	$ N/A
5b.	**Mandatory contributions for retirement plans**	5b.	$ 0.00	$ N/A
5c.	**Voluntary contributions for retirement plans**	5c.	$ 0.00	$ N/A
5d.	**Required repayments of retirement fund loans**	5d.	$ 0.00	$ N/A
5e.	**Insurance**	5e.	$ 0.00	$ N/A
5f.	**Domestic support obligations**	5f.	$ 0.00	$ N/A
5g.	**Union dues**	5g.	$ 0.00	$ N/A
5h.	**Other deductions.** Specify:	5h.+	$ 0.00	+ $ N/A
6.	**Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 1,654.96	$ N/A
7.	**Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 5,845.04	$ N/A
8.	**List all other income regularly received:**			
8a.	**Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00	$ N/A
8b.	**Interest and dividends**	8b.	$ 0.00	$ N/A
8c.	**Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00	$ N/A
8d.	**Unemployment compensation**	8d.	$ 0.00	$ N/A
8e.	**Social Security**	8e.	$ 0.00	$ N/A
8f.	**Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	$ 0.00	$ N/A
8g.	**Pension or retirement income**	8g.	$ 0.00	$ N/A
8h.	**Other monthly income.** Specify:	8h.+	$ 0.00	+ $ N/A
9.	**Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 0.00	$ N/A
10.	**Calculate monthly income.** Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	$ 5,845.04 +	$ N/A = $ 5,845.04

11. **State all other regular contributions to the expenses that you list in *Schedule J*.** Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J*. Specify: 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data*, if it applies 12. $ 5,845.04 **Combined monthly income**

13. **Do you expect an increase or decrease within the year after you file this form?**
- ■ No.
- ☐ Yes. Explain: **They knew a year in advance, when Ken Adkisson planned to retire, within only a few months.**

Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known)

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date: MM / DD / YYYY

Official Form 106J
Schedule J: Your Expenses

12/15

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 another 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 Your Household

1. **Is this a joint case?**
   - ■ No. Go to line 2.
   - ☐ Yes. **Does Debtor 2 live in a separate household?**
     - ☐ No
     - ☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. **Do you have dependents?** ■ No

   Do not list Debtor 1 and Debtor 2. ☐ Yes. Fill out this information for each dependent.....

   Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes

3. **Do your expenses include expenses of people other than yourself and your dependents?** ■ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

		Your expenses
4.	**The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.	4. $ 1,229.00
	If not included in line 4:	
4a.	Real estate taxes	4a. $ 0.00
4b.	Property, homeowner's, or renter's insurance	4b. $ 15.00
4c.	Home maintenance, repair, and upkeep expenses	4c. $ 0.00
4d.	Homeowner's association or condominium dues	4d. $ 0.00
5.	**Additional mortgage payments for your residence,** such as home equity loans	5. $ 0.00

Debtor Fawn [redacted] Fenton Case number

☐ plan confirmation.
☑ other: **Entry of Discharge**

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ $25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrears claim noted above.

Part 10: Signatures:

X /s/ Mary Beth Ausbrooks Date **April 26, 2019**
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn [redacted] Fenton Date **April 26, 2019**
Fawn [redacted] Fenton

X Date

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

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https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number *(if known)* _____

Chapter you are filing under:

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ■ Chapter 13

☐ Check if this an amended filing

Official Form 101
Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

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: Identify Yourself

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
1. Your full name Write the name that is on your government-issued picture identification (for example, your driver's license or passport). Bring your picture identification to your meeting with the trustee.	**Fawn** First name [redacted] Middle name **Fenton** Last name and Suffix (Sr., Jr., II, III)	First name Middle name Last name and Suffix (Sr., Jr., II, III)
2. All other names you have used in the last 8 years Include your married or maiden names.	[redacted]	
3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)	**xxx-xx-2065**	

Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years Include trade names and *doing business as* names	■ I have not used any business name or EINs. Business name(s) EINs	☐ I have not used any business name or EINs. Business name(s) EINs
5. Where you live	[redacted] **Brentwood, TN 37027** Number, Street, City, State & ZIP Code **Davidson** County **If your mailing address is different from the one above, fill it in here.** Note that the court will send any notices to you at this mailing address. Number, P.O. Box, Street, City, State & ZIP Code	**If Debtor 2 lives at a different address:** Number, Street, City, State & ZIP Code County **If Debtor 2's mailing address is different from yours, fill it in here.** Note that the court will send any notices to this mailing address. Number, P.O. Box, Street, City, State & ZIP Code
6. Why you are choosing *this district* to file for bankruptcy	*Check one:* ■ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)	*Check one:* ☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)

Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ■ Chapter 13

8. How you will pay the fee

- ☐ **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ■ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?

- ■ No.
- ☐ Yes.

District _____ When _____ Case number _____
District _____ When _____ Case number _____
District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?

- ■ No
- ☐ Yes.

Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____

11. Do you rent your residence?

- ☐ No. Go to line 12.
- ■ Yes. Has your landlord obtained an eviction judgment against you?
  - ■ No. Go to line 12.
  - ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 Fawn [redacted] Fenton Case number (if known)

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

- ■ No. Go to Part 4.
- ☐ Yes. Name and location of business

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a *small business debtor*?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

- ■ No. I am not filing under Chapter 11.
- ☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- ☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

- ■ No.
- ☐ Yes.

What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number, Street, City, State & Zip Code

Debtor 1 Fawn [redacted] Fenton Case number (if known)

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

■ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.
If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 Fawn [redacted] Fenton Case number (if known)

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?

16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

☐ No. Go to line 16b.

■ Yes. Go to line 17.

16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

☐ No. Go to line 16c.

☐ Yes. Go to line 17.

16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?

■ No. I am not filing under Chapter 7. Go to line 18.

Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

☐ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?

☐ No

☐ Yes

18. How many Creditors do you estimate that you owe?

■ 1-49
☐ 50-99
☐ 100-199
☐ 200-999
☐ 1,000-5,000
☐ 5001-10,000
☐ 10,001-25,000
☐ 25,001-50,000
☐ 50,001-100,000
☐ More than100,000

19. How much do you estimate your assets to be worth?

☐ $0 - $50,000
☐ $50,001 - $100,000
■ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

20. How much do you estimate your liabilities to be?

☐ $0 - $50,000
☐ $50,001 - $100,000
■ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

Part 7: Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11,12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor 1

Signature of Debtor 2

Executed on **April 26, 2019**
MM / DD / YYYY

Executed on
MM / DD / YYYY

Debtor 1 Fawn [redacted] Fenton Case number (if known)

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Mary Beth Ausbrooks
Signature of Attorney for Debtor

Date **April 26, 2019**
MM / DD / YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996** Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

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
(if known)

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

	Your assets Value of what you own
1. **Schedule A/B: Property** (Official Form 106A/B) 1a. Copy line 55, Total real estate, from Schedule A/B	$ 425,000.00
1b. Copy line 62, Total personal property, from Schedule A/B	$ 33,108.50
1c. Copy line 63, Total of all property on Schedule A/B	$ 458,108.50

Part 2: Summarize Your Liabilities

	Your liabilities Amount you owe
2. *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 106D) 2a. Copy the total you listed in Column A, *Amount of claim,* at the bottom of the last page of Part 1 of *Schedule D*	$ 306,750.19
3. *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 106E/F) 3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of *Schedule E/F*	$ 0.00
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of *Schedule E/F*	$ 48,941.30
Your total liabilities	$ 355,691.49

Part 3: Summarize Your Income and Expenses

4. *Schedule I: Your Income* (Official Form 106I) Copy your combined monthly income from line 12 of *Schedule I*	$ 5,845.04
5. *Schedule J: Your Expenses* (Official Form 106J) Copy your monthly expenses from line 22c of *Schedule J*	$ 3,025.00

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
   - ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
   - ■ Yes
7. **What kind of debt do you have?**
   - ■ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
   - ☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

8. **From the *Statement of Your Current Monthly Income*:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14. $ **7,500.00**

9. **Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:**

From Part 4 on *Schedule E/F*, copy the following:	Total claim
9a. Domestic support obligations (Copy line 6a.)	$ 0.00
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	$ 0.00
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	$ 0.00
9d. Student loans. (Copy line 6f.)	$ 0.00
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	$ 0.00
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+$ 0.00
9g. **Total.** Add lines 9a through 9f.	$ 0.00

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https://rico.jefffenton.com/evidence/2019-04-26_wifes-ch13-petition-3-19-bk-02693.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

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

☐ 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?

1.1

1986 Sunny Side Drive
Street address, if available, or other description

Brentwood **TN** **37027-0000**
City State ZIP Code

Williamson
County

What is the property? Check all that apply

■ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other

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

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? **$425,000.00**

Current value of the portion you own? **$425,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Tenants by the Entireties

☐ **Check if this is community property** (see instructions)

Other information you wish to add about this item, such as local property identification number:

Separated Spouse is on Deed only

2. **Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>** **$425,000.00**

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.*

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

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

☐ No
■ Yes

3.1 Make: **Toyota**
Model: **Prius**
Year: **2017**
Approximate mileage: **23,000**
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?
$16,375.00	$16,375.00

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.....=>** **$16,375.00**

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.

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	**$1,500.00**
1986 Sunny Side Drive **Sofa, Entertainment Center, Lounge Chair, Patio Furniture, File Cabinets, Desk, Lamps, Misc. Household Items**	**$500.00**

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.....

Cellphone, Laptop, TV, Tablet	**$1,000.00**

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	**$900.00**

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

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.....

Treadmill $1,000, Weight Set $200 **located at 1986 Sunny Side Drive, Brentwood, TN**	**$600.00**

10. **Firearms**
Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☐ No
■ Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101	**$2,700.00**

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 $1500 and Costume jewelry	**$1,500.00**

13. **Non-farm animals**
Examples: Dogs, cats, birds, horses

☐ No
■ Yes. Describe.....

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**	**$1,000.00**
2 Aquarium located at 1986 Sunny Side Drive **2 Aquarium located at [redacted]**	**$2,000.00**

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** **$12,200.00**

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.

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

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	**$50.00**

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**	**$2,000.00**
17.2.	**Checking**	**Ascend Federal CU**	**$0.00**
17.3.	**Savings**	**First Farmers & Merchants**	**$800.00**
17.4.	**Savings**	**Ascend Federal CU**	**$150.00**

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).

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■ 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.....

2017 Tax Refund	**Federal**	**$1,533.50**
2018 Tax Refund $2,158.00 $668.98 to Separated Spouse remainder used on living expenses	**Federal**	**$0.00**

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

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☐ 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.....** **$4,533.50**

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.

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**

Part 8: List the Totals of Each Part of this Form

55.	**Part 1: Total real estate, line 2**			**$425,000.00**
56.	**Part 2: Total vehicles, line 5**	**$16,375.00**		
57.	**Part 3: Total personal and household items, line 15**	**$12,200.00**		
58.	**Part 4: Total financial assets, line 36**	**$4,533.50**		
59.	**Part 5: Total business-related property, line 45**	**$0.00**		
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...	**$33,108.50**	Copy personal property total	**$33,108.50**
63.	**Total of all property on Schedule A/B.** Add line 55 + line 62			**$458,108.50**

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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
(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 23,000 miles VIN: [redacted] Line from *Schedule A/B*: **3.1**	**$16,375.00**	■ **$3,775.00** ☐ 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**	**$2,700.00**	■ **$2,700.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
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**
Cash Line from *Schedule A/B*: **16.1**	**$50.00**	■ **$50.00** ☐ 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**	**$2,000.00**	■ **$2,000.00** ☐ 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)

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
Savings: First Farmers & Merchants Line from *Schedule A/B*: **17.3**	**$800.00**	■ **$800.00** ☐ 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**	**$150.00**	■ **$150.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Federal: 2017 Tax Refund Line from *Schedule A/B*: **28.1**	**$1,533.50**	■ **$525.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

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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https://rico.jefffenton.com/evidence/2019-04-26_wifes-ch13-petition-3-19-bk-02693.pdf Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)

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 (if known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

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, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

■ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1 BanCorp South	$53,967.42	$425,000.00	$0.00

Creditor's Name: BanCorp South

Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin, TN 37067
Number, Street, City, State & Zip Code

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? 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 claim relates to a community debt

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) Home Equity Line of Credit

Date debt was incurred _____ Last 4 digits of account number _____

2.2 Bank of America, NA	$240,182.77	$425,000.00	$0.00

Creditor's Name: Bank of America, NA

Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa, FL 33634
Number, Street, City, State & Zip Code

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? 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 claim relates to a community debt

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) First Mortgage

Date debt was incurred _____ Last 4 digits of account number _____

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

Case number (if known)

2.3 **Toyota Motor Credit Co.**
Creditor's Name
Attn Officer Manager or Agent
5005 N River Blvd. NE
Cedar Rapids, IA
52411-6634
Number, Street, City, State & Zip Code

Who owes the debt? 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 claim relates to a community debt**

Describe the property that secures the claim:
2017 Toyota Prius 23,000 miles
VIN: [redacted]

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
- ☐ Statutory lien (such as tax lien, mechanic's lien)
- ☐ Judgment lien from a lawsuit
- ■ Other (including a right to offset) **PMSI**

$12,600.00	**$16,375.00**	**$0.00**

Date debt was incurred 09/15/2016

Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here:	**$306,750.19**
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	**$306,750.19**

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, If you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

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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 (if known)

☐ Check if this is an amended filing

Official Form 106E/F
Schedule E/F: Creditors Who Have Unsecured Claims 12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims against you?**

☐ No. Go to Part 2.

■ Yes.

2. **List all of your priority unsecured claims.** If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

			Total claim	Priority amount	Nonpriority amount
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	Last 4 digits of account number	$0.00	$0.00	$0.00
		When was the debt incurred?			

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

■ No

☐ Yes

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of PRIORITY unsecured claim:

☐ Domestic support obligations

■ Taxes and certain other debts you owe the government

☐ Claims for death or personal injury while you were intoxicated

☐ Other. Specify Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. **Do any creditors have nonpriority unsecured claims against you?**

☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.

■ Yes.

4. **List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim.** If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

4.1 **American Express**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 981537
El Paso, TX 79998
Number Street City State Zip Code

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

Last 4 digits of account number _____ **$9,518.02**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

4.2 **Ascend Federal Credit Union**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
Number Street City State Zip Code

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

Last 4 digits of account number _____ **$17,811.23**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

4.3 **Bank of America**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998
Number Street City State Zip Code

Who incurred the debt? 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 claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

Last 4 digits of account number _____ **$11,793.22**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

4.4 **Capital One Bank USA NA**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City, UT 84130-0281
Number Street City State Zip Code

Last 4 digits of account number **$9,818.83**

When was the debt incurred?

Who incurred the debt? 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 claim is for a community debt

Is the claim subject to offset?

- ■ No
- ☐ Yes

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Flexible Spending Account**

4.5 **Chase Card**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850
Number Street City State Zip Code

Last 4 digits of account number **$0.00**

When was the debt incurred?

Who incurred the debt? 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 claim is for a community debt

Is the claim subject to offset?

- ■ No
- ☐ Yes

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Notice**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):
- ■ Part 1: Creditors with Priority Unsecured Claims
- ☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):
- ■ Part 1: Creditors with Priority Unsecured Claims
- ☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim
6a.	Domestic support obligations	6a. $ 0.00
Total		

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

claims from Part 1	6b.	Taxes and certain other debts you owe the government	6b.	$ 0.00
	6c.	Claims for death or personal injury while you were intoxicated	6c.	$ 0.00
	6d.	Other. Add all other priority unsecured claims. Write that amount here.	6d.	$ 0.00
	6e.	Total Priority. Add lines 6a through 6d.	6e.	$ 0.00
				Total Claim
	6f.	Student loans	6f.	$ 0.00
Total claims from Part 2	6g.	Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	$ 0.00
	6h.	Debts to pension or profit-sharing plans, and other similar debts	6h.	$ 0.00
	6i.	Other. Add all other nonpriority unsecured claims. Write that amount here.	6i.	$ 48,941.30
	6j.	Total Nonpriority. Add lines 6f through 6i.	6j.	$ 48,941.30

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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
(if known)

☐ Check if this is an amended filing

Official Form 106G
Schedule G: Executory Contracts and Unexpired Leases

12/15

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, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. **Do you have any executory contracts or unexpired leases?**
   ☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
   ■ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. **List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1 [redacted] **c/o Brookside Properties, Inc.** **2002 Richard Jones Road, Suite 200-C** **Nashville, TN 37215**	**Assume Residential Lease** **Ends 08/2020**

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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
(if known)

☐ Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. 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, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.

■ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

■ No. Go to line 3.
☐ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

	Column 1: **Your codebtor** Name, Number, Street, City, State and ZIP Code	*Column 2:* **The creditor to whom you owe the debt** Check all schedules that apply:
3.1	Name Number Street City State ZIP Code	☐ Schedule D, line ____ ☐ Schedule E/F, line ____ ☐ Schedule G, line ____
3.2	Name Number Street City State ZIP Code	☐ Schedule D, line ____ ☐ Schedule E/F, line ____ ☐ Schedule G, line ____

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Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known)

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD/ YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. 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 Employment

1. **Fill in your employment information.**

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	■ Employed ☐ Not employed	☐ Employed ☐ Not employed
Occupation	Architect	
Employer's name	[redacted] Architects, Inc.	
Employer's address	3322 West End Ave. Suite 103 Nashville, TN 37203	
How long employed there?	August 2006	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write $0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

		For Debtor 1	For Debtor 2 or non-filing spouse
2.	**List monthly gross wages, salary, and commissions** (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. $ 7,500.00	$ N/A
3.	**Estimate and list monthly overtime pay.**	3. +$ 0.00	+$ N/A
4.	**Calculate gross income.** Add line 2 + line 3.	4. $ 7,500.00	$ N/A

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	$ 7,500.00	$ N/A
5. **List all payroll deductions:**			
5a. **Tax, Medicare, and Social Security deductions**	5a.	$ 1,654.96	$ N/A
5b. **Mandatory contributions for retirement plans**	5b.	$ 0.00	$ N/A
5c. **Voluntary contributions for retirement plans**	5c.	$ 0.00	$ N/A
5d. **Required repayments of retirement fund loans**	5d.	$ 0.00	$ N/A
5e. **Insurance**	5e.	$ 0.00	$ N/A
5f. **Domestic support obligations**	5f.	$ 0.00	$ N/A
5g. **Union dues**	5g.	$ 0.00	$ N/A
5h. **Other deductions.** Specify:	5h.+	$ 0.00 +	$ N/A
6. **Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 1,654.96	$ N/A
7. **Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 5,845.04	$ N/A
8. **List all other income regularly received:**			
8a. **Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00	$ N/A
8b. **Interest and dividends**	8b.	$ 0.00	$ N/A
8c. **Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00	$ N/A
8d. **Unemployment compensation**	8d.	$ 0.00	$ N/A
8e. **Social Security**	8e.	$ 0.00	$ N/A
8f. **Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	$ 0.00	$ N/A
8g. **Pension or retirement income**	8g.	$ 0.00	$ N/A
8h. **Other monthly income.** Specify:	8h.+	$ 0.00 +	$ N/A
9. **Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 0.00	$ N/A
10. **Calculate monthly income.** Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	$ 5,845.04 +	$ N/A = $ 5,845.04

11. **State all other regular contributions to the expenses that you list in *Schedule J*.**
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J*.
Specify: 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data*, if it applies 12. $ 5,845.04
Combined monthly income

13. **Do you expect an increase or decrease within the year after you file this form?**
■ No.
☐ Yes. Explain:

Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known)

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date: _____ MM / DD / YYYY

Official Form 106J
Schedule J: Your Expenses

12/15

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 another 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 Your Household

1. **Is this a joint case?**
   - ■ No. Go to line 2.
   - ☐ Yes. **Does Debtor 2 live in a separate household?**
     - ☐ No
     - ☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. **Do you have dependents?** ■ No

   Do not list Debtor 1 and Debtor 2. ☐ Yes. Fill out this information for each dependent.....

   Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes

3. **Do your expenses include expenses of people other than yourself and your dependents?** ■ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

		Your expenses
4.	**The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.	4. $ 1,229.00
	If not included in line 4:	
4a.	Real estate taxes	4a. $ 0.00
4b.	Property, homeowner's, or renter's insurance	4b. $ 15.00
4c.	Home maintenance, repair, and upkeep expenses	4c. $ 0.00
4d.	Homeowner's association or condominium dues	4d. $ 0.00
5.	**Additional mortgage payments for your residence,** such as home equity loans	5. $ 0.00