

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON AND WESTERN DIVISIONS

U. S. BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
FILED

JUN 26 1992

MOLLIE C. JONES- CLERK

BY

DEPUTY

IN RE:

LOFTON E. AND KATHY L. PIGG  
MARY ALICE SPANN MCLAURIN  
AMERICIUM NORWOOD  
ELLA MAE MCLIN  
(Chapter 7s)

9003398JC  
9104793JC  
9104465JC  
9104690JC

IN RE:

CLAUDY R. AND BRENDA K. TAYLOR  
BARBARA W. JOHNSON  
BRUCE K. AND BARBARA L. EVANS  
CLYDE E. AND SANDRA L. SEALS  
JEANETTE DURR  
VERNON AND CAROLYN MOORE  
PEGGY JEAN WILSON  
MELVIN H. TRAVIS  
CHARLES ELLIS HUGHES  
ALBERT AND LINDA H. MCCUNE  
DOROTHY JEAN HARMON  
ANNIE FISHER  
JAMES A. AND BONNIE FAYE MADDOX  
THELMA JEAN MYERS  
JERRY A. AND BARBARA JEAN T. SHACK  
TOMMY AND JEANNIE HARRELL  
TERRY AND DIANA HALEY  
LEWIS C. AND SHELIA A. MCNAIR  
RICHARD AND SHIRLEY A. BOYTE  
LUTHER MCHULEY  
(Chapter 13s)

9102756JC  
9103597JC  
9103644JC  
9103650JC  
9103736JC  
9103754JC  
9103853JC  
9103900JC  
9103910JC  
9103926JC  
9103936JC  
9103969JC  
9103951JC  
9104050JC  
9104160JC  
9104148JC  
9104149JC  
9104309JC  
9104361JC  
9104436JC

Hon. Harold J. Barkley, Jr  
Hon. Terre Vardaman  
Post Office Box 4476  
Jackson, MS 39296-4476

Chapter 13 Trustee

Hon. Bill Lutz  
Post Office Box 7499  
Jackson, MS 39282

Attorney for Tower Loan

Hon. Patrick S. McCarthy  
Schwartz & Associates  
117 West Capitol Street  
Jackson, MS 39201

Attorney for Tower Loan,  
ITT and Commercial Credit

Hon. Gary Bates  
Post Office Drawer 8010  
Jackson, MS 39204-8010

Attorney for Fleet Finance

Edward Ellington, Judge

### MEMORANDUM OPINION

The central issue in all of the above styled cases is whether a debtor in Mississippi may now utilize the provisions of § 522(f)(2) of the Bankruptcy Code<sup>1</sup> to avoid a nonpossessory, nonpurchase-money security interest in household furnishings, goods and certain other items of personal property that impairs an exemption to which the debtor would be entitled but for the exclusionary language of Miss. Code Ann. § 85-3-1(d) (1991).

If this central issue is answered in the affirmative, then in the chapter 13 cases the issue as to whether the Chapter 13 Trustee has standing to file a motion to avoid the lien pursuant to § 522(f) of the code and Rule 4003(d), Federal Rules of Bankruptcy Procedure must be addressed.

Additionally, if a debtor in Mississippi may use § 522(f)(2) to avoid a nonpossessory, nonpurchase-money security interest in certain types of property, then the question arises in both chapter 7 and 13 cases as to exactly which items of property fall within the parameters of § 522(f)(2), and therefore are proper subjects of a lien avoidance action under § 522(f).

### GENERAL BACKGROUND

Section 522 of the code enumerates the type and monetary value of property a debtor may exempt from his estate and from the claims of creditors. Basically, it provides that a debtor can

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<sup>1</sup> Hereinafter, all code sections refer to the U. S. Bankruptcy Code found at Title 11 of the United States Code unless specifically noted otherwise.

elect to use exemptions provided under the state law where he files his petition or those exemptions enumerated in § 522(d). Section 522 further provides that a state may adopt legislation prohibiting a debtor from choosing the Federal exemptions provided by § 522(d). This type of legislation is commonly referred to as an "opt-out" provision.

The State of Mississippi has elected to "opt-out" of the Federal exemptions<sup>2</sup>, and therefore under Mississippi law a debtor in bankruptcy may use only those exemptions provided under the Mississippi exemption statutes. Presently, as a part of the exemption laws in Mississippi, there is language which purports to preclude debtors from avoiding nonpossessory, nonpurchase-money security interest of the type contemplated in § 522(f)(2).<sup>3</sup>

This action on the part of Mississippi to prohibit debtors from avoiding liens as provided in § 522(f)(2) and similar actions by Texas and Louisiana have been approved by the Fifth Circuit Court of Appeals in at least four separate cases.<sup>4</sup>

On May 23, 1991, the U. S. Supreme Court rendered an opinion regarding § 522 lien avoidance in the case of Owen v. Owen, \_\_\_\_ U.S. \_\_\_\_, 111 S.Ct. 1833, 114 L.Ed 2d 350 (1991). The Owen opinion actually involved the avoidance of a judicial lien on real

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<sup>2</sup> Miss. Code Ann. §85-3-2 (1991).

<sup>3</sup> Miss. Code Ann. §85-3-1(d) (1991).

<sup>4</sup> In Re McManus, 681 F.2d 353 (5th Cir. 1982)  
In Re Allen, 725 F.2d 290 (5th Cir. 1984)  
In Re Bessent, 831 F.2d 82 (5th Cir. 1987)  
In Re Fox, 902 F.2d 411 (5th Cir. 1990).

property pursuant to § 522(f)(1) rather than the avoidance of consensual liens pursuant to § 522(f)(2). However, because of the broad analysis by the Court of § 522(f), questions have arisen as to whether the previous opinions of the Fifth Circuit regarding § 522(f)(2) have been superseded, and whether debtors in Mississippi can now utilize § 522(f)(2) to avoid certain consensual liens regardless of the language contained in Mississippi law.

The issue of whether the previous opinions of the Fifth Circuit have been superseded and thus, whether liens can be avoided pursuant to § 522(f)(2), and the issue of whether a chapter 13 trustee has standing to file motions to avoid liens pursuant to § 522(f)(2) have already been adjudicated in the Bankruptcy Court for the Northern District of Mississippi. In an opinion rendered by Judge David W. Houston, III, on March 27, 1992, the court held that Owen v. Owen, supra, effectively superseded the earlier opinions of the Fifth Circuit and that, therefore, pursuant to § 522(f)(2) security interests can be avoided to the extent that the debtors' exemptions are impaired. Barkley v. Tower Loan of Mississippi (In Re Kennedy), 139 B.R. 389 (Bankr. N.D. Miss. 1992). Judge Houston also held that the chapter 13 trustee had standing to file and prosecute motions to avoid liens pursuant to § 522(f)(2). Id.

The decision of Judge Houston is on appeal to the District Court for the Northern District of Mississippi.

The third issue in the case at bar, as to how to define and specifically identify which items are of the type that can have

the lien avoided, was not dealt with in the opinion by Judge Houston.

#### PROCEDURAL BACKGROUND

In the four chapter 7 cases before the court, the debtors filed motions to avoid the nonpossessory, nonpurchase-money security interests of various creditors. Only Tower Loan of Mississippi, Inc. filed responses to the motions. In two of the cases Tower also filed motions to lift the stay provided by § 362 of the code as to the liens which the debtors are seeking to avoid.

In the chapter 13 cases, the Chapter 13 Trustee, Harold J. Barkley, Jr. (Trustee) filed numerous "Motion(s) to Avoid Nonpossessory, Nonpurchase Money Security Interest and Other Relief" against various creditors. Responses to these motions were filed by Tower Loan of Mississippi, Inc. (Tower), Aetna Finance Co. d/b/a ITT Financial Services (ITT), United Credit Corporation (United), Commercial Credit Corporation (Commercial) and Fleet Finance Company (Fleet), (collectively Companies) as their particular interests appeared.

In all of the chapter 13 cases, except for one, In Re Thelma Jean Myers, No. 9104050JC, the Debtors filed written joinders to join in the motions of the Trustee to avoid the liens of the various creditors.

Additionally, in certain of the chapter 13 cases various creditors filed objections to the Debtors' proposed plans of reorganization. The creditors objected because the debtors propose

to pay them as unsecured creditors in anticipation that the liens will be avoided.

All of these cases were consolidated for trial. At the trial, various stipulations, both written and oral, were entered into the record. Generally, the parties agreed on the value of the collateral, that the Companies had properly perfected security interests in various items of personal property, and that certain items of property clearly fall within or without the definition contained in § 522(f)(2), and therefore will or will not be subject to lien avoidance, in the event the court rules that liens can be avoided pursuant to § 522(f)(2).

Attached to this opinion and incorporated herein by reference is Appendix A. It sets forth in detail the various pleadings and stipulations as to each particular case.

FINDINGS OF FACT  
AND  
CONCLUSIONS OF LAW

As stated at the beginning of this opinion, this court must determine three broad issues:

1. Whether a debtor in Mississippi may now utilize the provisions of § 522(f)(2) of the code to avoid a nonpossessory, nonpurchase-money security interest in household furnishings, goods and certain other items of personal property that impairs an exemption to which the debtor would be entitled but for the exclusionary language of Miss. Code Ann. § 85-3-1(d);

2. Whether the Chapter 13 Trustee has standing to file a motion to avoid a lien pursuant to § 522(f)(2) of the code and Rule 4003(d), Federal Rules of Bankruptcy Procedure; and

3. How to define and specifically identify which items of property fall within the scope of § 522(f)(2), and therefore are the type of property that may be properly subject to lien avoidance, if lien avoidance is permissible.

As previously noted, in the case of Barkley v. Tower Loan of Mississippi (In Re Kennedy), 139 B.R. 389 (Bankr. N.D. Miss. 1992), Judge David W. Houston, III answered the first two issues in the affirmative. This Court is of the opinion that the rational and legal conclusions of Judge Houston are correct. This Court adopts his opinion as the ruling of this Court.

Therefore, this Court holds that based upon the holding of the U. S. Supreme Court in Owen v. Owen, supra, a debtor may now utilize the provisions of § 522(f)(2) of the code to avoid liens that impair an exemption to which the debtor would be entitled but for the exclusionary language of Miss. Code Ann. § 85-3-1(d) (1991).

The Court further holds that a chapter 13 trustee has standing to file a motion to avoid a lien pursuant to § 522(f)(2) of the code.

This Court will now consider the third issue of defining and identifying those items on which the debtor may avoid the fixing of a lien.

The relevant statutes are as follows:

**Miss. Code Ann. §85-3-1**

There shall be exempt from seizure under execution or attachment:

(a) Tangible personal property of any kind, not exceeding Ten Thousand Dollars (\$10,000.00) in value, which shall be selected by the debtor; provided, however, this paragraph shall not apply to distress warrants issued for collection of taxes due the state or to wages described in Section 85-3-4.

. . . .

(d) Nothing in this section shall in any way affect the rights or remedies of the holder or owner of a statutory lien or voluntary security interest.

**11 USC § 522(f)**

Notwithstanding any waiver of exemptions, the debtor may avoid the fixing of a lien on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled under subsection (b) of this section, if such lien is--

(1) a judicial lien; or  
(2) a nonpossessory, nonpurchase-money security interest in any--

(A) household furnishings, household goods, wearing apparel, appliances, books, animals, crops, musical instruments, or jewelry that are held primarily for the personal,



family, or household use of the debtor or a dependent of the debtor.

(B) implements, professional books, or tools, of the trade of the debtor or the trade of a dependent of the debtor; or

(C) professionally prescribed health aids for the debtor or a dependent of the debtor.

As can be seen, the Mississippi statute provides that tangible personal property of any kind may be exempt as long as the value does not exceed \$10,000.00. It does not attempt to specify or enumerate any particular items of personal property that the debtor can claim as exempt.

On the other hand § 522(f) of the Bankruptcy Code is restrictive to a certain extent as to the items on which a lien can be avoided.

Simply stated, Miss. Code Ann. § 85-3-1 (1991) is an exemption statute, and § 522(f) of the Code is a lien avoidance statute. The fact that a particular item may be claimed as exempt under Mississippi law does not mean that a lien on it may be avoided under § 522(f) of the Code. Thus, the Court must define and determine those particular items that come within the purview of § 522(f)(2). Of necessity this must be done on an item by item, case by case basis if the parties cannot agree as to a particular item.

As can be seen from reading § 522(f)(2), there is almost no limit to the particular items that arguably could come within its purview, and new items continue to come on the market all the

time. For instance, the case of In Re Vale, 10 B.R. 396 (Bankr.N.D.Ind. 1989), contains a long list of court decisions that have dealt with numerous items of personal property.

However, the primary problem in determining which items of personal property may be subject to lien avoidance seems to arise in defining the term "household goods" within the meaning of § 522(f)(2)(A). This Court is of the opinion that the best definition it has found is the one articulated by the Fourth Circuit Court of Appeals in the case of McGreevy v. ITT Financial Services (In Re McGreevy), 955 F.2d 957 (4th Cir. 1992), where the court held:

... "household goods" under section 522(f)(2)(A) are those items of personal property that are typically found in or around the home and used by the debtor or his dependents to support and facilitate day-to-day living within the home, including maintenance and upkeep of the home itself.

This Court adopts the aforesaid definition as the appropriate definition.

In its opinion, the Fourth Circuit stated that since the adoption of the Bankruptcy Code in 1978 two different definitions of "household goods" have achieved prominence. One definition has focused upon the *necessity* of the goods to the debtor. The second definition has included *all* goods typically found and used in or around a home, whether or not they would be strictly necessary to a debtor's fresh start. The court rejected the first definition because it found no language in § 522(f)(2) that restricted lien

avoidance to pure "necessities." This Court agrees with its reading of the statute.

The Fourth Circuit also was of the opinion that the second, "all inclusive", definition was more defensible than the "necessity" definition, but was still inadequate, stating:

This second definition is more tenable than the necessity definition because it is grounded at least generally in the statutory text. Ultimately, however, it fails to capture fully the functional nexus between the good and the household that distinguishes a household good from a good that happens (even typically so) to be used in the house. We therefore reject this definition as well.

This Court interprets the opinion as holding that a household item does not have to be an absolute necessity in order for the lien on that item to be avoidable. Conversely, the fact that an item might be found or kept in the home of the debtor does not necessarily mean that the lien can be avoided, if the item is not used to support and facilitate home life.

For instance, although a debtor might not be able to establish that it is absolutely necessary to have two televisions in a home, nevertheless the liens can be avoided on both televisions because they are routinely found in homes and are used to support and facilitate home life. On the other hand, although a debtor might like to fish as a recreation and normally keeps a fishing boat and trailer at his home, a lien cannot be avoided on the boat and trailer because they are not used to support and facilitate home life.

In the McGreevy case the Fourth Circuit said that under its definition, whether certain goods constitute "household goods" will necessarily depend in whole or in part upon the cultural environment and geographic location of the debtor's household. The court then ruled that a shotgun and a rifle which were primarily used to hunt deer and for target practice did not constitute "household goods." However, the court further stated that it was not prepared to conclude the firearms per se can never be household goods.

Considering the threat of criminal elements in today's society and in this district, it is the opinion of this Court that normally a debtor would be able to avoid the lien on one firearm if it is normally kept in the home and is reasonably necessary for the protection of the home and its occupants.

In its brief, the attorney for the Companies urges the Court to adopt the definition of household goods established by the Federal Trade Commission and found at 16 C.F.R. § 441.1(1). The definition by the Federal Trade Commission is very restrictive and the language of § 522(f)(2) is much broader. The argument of the Companies is rejected for that reason and as more fully explained in Boyer v. ITT Financial Services (In Re Boyer), 63 B.R. 153 (Bankr. E.D. Mo. 1986) and In Re Vale, 110 B.R. 396 (Bankr. N.D. Ind. 1989).

### CONCLUSION

It is the conclusion of this Court that a debtor may now utilize 11 U.S.C. 522(f)(2) to avoid liens that impair exemptions on certain personal property, and that a Chapter 13 trustee has standing to bring such a motion.

It is the further conclusion of this Court that the appropriate definition of "household goods" is the one found in In Re McGreevy, supra. In addition to "household goods" there are numerous other items of personal property included in § 522(f)(2) which seem to be largely self explanatory and not in dispute.

In regard to those items which are not included in § 522(f)(2) and on which the liens cannot be avoided, the creditors are entitled to be paid as provided by the Code or to have the stay lifted.

There are hundreds of items listed on Appendix A. The Court will not attempt to rule on each item at this time. The attorneys for the parties are directed to confer on each case and submit to the Court orders consistent with this opinion. If any items remain in dispute, the Court will make additional findings as to each item.

This the 26<sup>th</sup> day of June, 1992.

  
\_\_\_\_\_  
U. S. BANKRUPTCY JUDGE

## APPENDIX A

(Chapter 7 cases)

### IN RE LOFTON E. AND KATHY L. PIGG

9003398JC

Charles Robb attorney for Debtor  
Robert S. Murphree Chapter 7 Trustee

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920024

**STIPULATION:** \$1,965.00 value of collateral

Tower has a properly perfected security interest in the following collateral:

TOOL BOX (\$100)	FOUR BIKES (\$60)
TENT (\$10)	EMERSON VCR (\$100)
25" TV (\$200)	THREE B & W TVS (\$45)
30-30 RIFLE (\$125)	.22 RIFLE (\$50)
TABLE SAW (\$200)	BOW & ARROW (\$50)
BROTHER TYPEWRITER (\$50)	MINOKA 35MM CAMERA (\$75)
COLEMAN STOVE (\$25)	COLEMAN LANTERN (\$15)
PANASONIC STEREO (\$150)	CLOCK RADIO (\$10)
.12 GAUGE SHOTGUN (\$40)	MOSSBERG .12 GAUGE (\$120)
STIHL CHAIN SAW (\$50)	RIDING LAWN MOWER (\$100)
HONDA 3 WHEELER (\$250)	LARGE TRAMPOLINE (\$50)
THREE RODS & REELS W/TACKLE & TACKLE BOX (\$30)	
1 SET-MERIT MEDICAL ENCYCLOPEDIAS (\$10)	
1 SET OF ENCYCLOPEDIAS (\$50)	

If Court allows lien avoidance under § 522(f), then parties agree that the lien would be avoided as to the 3 HORSEPOWER LAWN MOWER AND BAR-B-QUE GRILL ONLY. (Court must determine as to rest of collateral.)

IN RE MARY ALICE SPANN MCLAURIN

9104793JC

Hansel A. Jones attorney for Debtor  
Robert G. Nichols Chapter 7 Trustee

- 1) MOTION TO LIFT STAY FILED BY TOWER LOAN.  
M920194
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920385

**STIPULATION:** \$657.00 value of collateral

Tower has a properly perfected security interest in the following collateral:

TOOL BOX AND TOOLS (\$40)  
25" COLOR TV (\$400)  
38 NICKEL PLATE SPECIAL (\$165)  
OMNI LADIES WATCH (\$32)  
ONE SUITCASE (\$20)

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to the AM/FM RADIO ONLY. (Court must determine as to the rest of the collateral.)

IN RE AMERICIUM NORWOOD

9104465JC

John Allen attorney for Debtor  
Robert S. Murphree Chapter 7 Trustee

- 1) MOTION TO LIFT STAY FILED BY TOWER LOAN  
M920194
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920344

**STIPULATION:** \$985.00 value of collateral

Tower has a properly perfected security interest in the following collateral:

- 10 SPEED BIKE (\$25)
- KEYSTONE CAMERA (\$20)
- BALDWIN PIANO (\$300)
- AM/FM CASSETTE STEREO (\$25)
- SHARP VCR (\$125)
- AM/FM CLOCK RADIO (\$25)
- 25" SHARP TV (\$200)
- .25 AUTOMATIC GUN (\$50)
- 3 PIECE SET OF SAMSONITE LUGGAGE (\$15)
- SELETRIC TYPEWRITER (\$125)

If Court allows lien avoidance under S 522(f), then the parties agree that the lien would be avoided as to the PUSH MOWER AND SEWING MACHINE ONLY. (Court must determine as to the rest of the collateral.)



IN RE ELLA MAE MCLIN

9104690JC

Perry Brown attorney for Debtor  
Frank M. Youngblood Chapter 7 Trustee

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M911525

STIPULATION AS TO TOWER LOAN: \$750.00 value of collateral

Tower has a properly perfected security interest in the following collateral:

AM/FM STEREO WITH CASSETTE, TURNTABLE &  
TWO SPEAKERS (\$250)  
VCR (\$150)  
AM/FM RADIO WITH CASSETTE (\$50)  
25" COLOR TV (\$300)

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to the PUSH LAWN MOWER AND SEWING MACHINE ONLY. (Court must determine as to the rest of the collateral.)

(Chapter 13 cases)

IN RE CLAUDY RAY AND BRENDA K. TAYLOR

9102756JC

Darlene Ballard attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911383

**STIPULATION:** \$562.50 value of collateral  
\$650.00 value of truck (parties stated that the  
lien is not avoidable T-18)

Tower has a security interest in the following collateral  
(no stipulation as to validity):

TOOL BOX	GREEN MACHINE WEEDEATER
QUSAR STEREO	MIDLAND VCR
AM/FM CLOCK RADIO	19" MIDLAND TV
13" CURTIS MATHIS TV	12 GAUGE SHOTGUN
.22 SEMI-AUTO RIFLE	.25 AUTOMATIC PISTOL
MINI-SEWING MACHINE	CRAFTSMAN SAWS-ALL
MIKITA ELECTRIC DRILL	MILWAUKEE POWER DRILL
STANLEY DRILL	1977 FORD F-10 TRUCK

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE BARBARA W. JOHNSON

9103597JC

Robert McRaney attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY ITT
- 2) OBJECTION TO PLAN FILED BY UNITED CREDIT
- 3) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M911389
- 4) MOTION TO AVOID LIEN OF UNITED CREDIT FILED BY HJB.  
JOINDER BY DEBTOR M911390

**STIPULATION AS TO UNITED CREDIT:** \$390.00 value of collateral  
\$80.00 value of stereo (T-42)

United has a properly perfected security interest in the amount of \$1995.00 in the following collateral:

VCR

GE TV

ZENITH TV

CABART TV

(Tandy Computer--purchase money security interest)  
(1986 Celebrity--no equity position)

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but TWO (2) TV SETS. (Court must determine)

**STIPULATION AS TO ITT:** \$80.00 value of stereo

ITT has a properly perfected security interest in the amount of \$2,120.26 in the following collateral:

GE RADIO

VCR

NINTENDO VIDEO GAME

GE RECEIVER

GE TV

ITT waives its right to the GE RADIO (which Debtor no longer has) and urges the Court to determine the value of the NINTENDO VIDEO GAME to be \$70.00 as per Debtor's testimony (T-63).

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all collateral.

IN RE BRUCE K. AND BARBARA L. EVANS

9103644JC

Frank Coxwell attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY ITT
- 2) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M911400

**STIPULATION:** \$390.00 value of collateral

ITT has a properly perfected security interest in the amount of 2443.56 in the following collateral:

21" SONY TV  
FISHER VCR  
EMERSON STEREO

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all collateral.

IN RE CLYDE E. AND SANDRA L. SEALS

9103650JC

Samuel Tucker attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911403

**STIPULATION:** \$0 value of collateral

Parties stated that Tower does not have a lien on any household goods or personal items of the Debtor (T-20).

IN RE JEANETTE DURR

9103736JC

Samuel Tucker attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY ITT
- 2) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M911410

**STIPULATION:** \$380.00 value of collateral

ITT has a properly perfected security interest in the amount of \$4478.73 in the following collateral:

19" ZENITH TV  
EMERSON VCR  
STEREO SYSTEM  
SET OF LUGGAGE  
14KT RING WITH RUBIES AND DIAMONDS

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but the 14KT RING WITH RUBIES AND DIAMONDS.

IN RE VERNON AND CAROLYN MOORE

9103754JC

Greg Davis attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY ITT
- 2) OBJECTION TO PLAN FILED BY TOWER LOAN
- 3) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M911413
- 4) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911412

**STIPULATION AS TO ITT: \$450.00 value of collateral**

ITT has a properly perfected security interest in the amount of \$3,850.26 in the following collateral:

12 GAUGE SHOTGUN

VCR

(32" COLOR TV--not properly perfected)

(2 NEW TIRES WITH FRONT END REPAIR--purchase money security interest in the amount of \$409.81)

ITT has a properly perfected security interest in the amount of \$4616.50 in the following collateral:

19" TV

GOLD CHAIN

DIAMOND CLUSTER RING

BELAIRE WATCH

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but 12 GAUGE SHOTGUN, DIAMOND CLUSTER RING, BELAIRE WATCH AND TIRES.

**STIPULATION AS TO TOWER LOAN: \$160.00 value of collateral**  
(T-45)

IN RE PEGGY JEAN WILSON

9103853JC

Lynda Robinson attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY COMMERCIAL CREDIT
- 2) OBJECTION TO PLAN FILED BY ITT
- 3) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M911503
- 4) MOTION TO AVOID LIEN OF COMMERCIAL CREDIT FILED BY HJB.  
JOINDER BY DEBTOR M911503

**STIPULATION AS TO COMMERCIAL CREDIT:** \$550.00 value of collateral

Commercial Credit has a properly perfected security interest in the amount of \$3512.05 in the following collateral:

TV	4 RADIOS
CALCULATOR	TYPEWRITER
CLARINET	WEEDEATER
CHARCOAL GRILL	DRILL
SANDER	CAMERA
6 PIECES OF LUGGAGE	22 GAUGE RIFLE
(38 SMITH AND WESSON--parties agree lien may be avoided as this is a tool of trade--Debtor is a police officer)	

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but THREE (3) RADIOS AND ONE (1) GUN.

**STIPULATION AS TO ITT:** \$900.00 value of collateral

ITT has a properly perfected security interest in the amount of \$3565.54 in the following collateral:

12" B&W TV	VCR
24" COLOR TV	ATARI GAME
STEREO W/4 SPEAKERS	EXERCISE BIKE
ALUMINUM BASS BOAT	MASTERCRAFT TOOL KIT
SEARS PUSH LAWN MOWER	
(ATARI SCREEN PRINTER--not perfected)	

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but ALUMINUM BASS BOAT, EXERCISE BIKE AND the SECOND TV SET.



IN RE MELVIN H. TRAVIS

9103900JC

John Allen attorney for Debtor

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911523

**STIPULATION:** \$535.00 value of collateral

Tower has a security interest in the following collateral  
(no stipulation as to validity):

POLAROID CAMERA  
STEREO CONSOLE  
PHILCO VCR  
19" ZENITH TV  
RUGER .357 MAGNUM  
4-10 SHOTGUN  
SNAPPER RIDING MOWER  
SKILSAWS

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE CHARLES ELLIS HUGHES

9103910JC

Tylvester Goss attorney for Debtor

- 1) AMENDED OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911416

**STIPULATION:** \$400.00 value of collateral

Tower has a security interest in the following collateral  
(no stipulation as to validity):

35 MM CAMERA  
FM/AM STEREO  
25" COLOR TV  
19" COLOR TV  
LAWN MOWER

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE ALBERT AND LINDA H. MCCUNE

9103926JC

Thomas Ash attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY ITT
- 2) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M911419

**STIPULATION:** \$415.00 value of collateral

ITT has a properly perfected security interest in the amount of \$3019.12 in the following collateral:

26" TV

CURTIS MATHIS VIDEO CAMERA

EMERSON TURNTABLE

ROWING MACHINE

35MM CAMERA

LAWN MOWER

WEEDEATER

CLOCK

If court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but the ROWING MACHINE.

IN RE DOROTHY JEAN HARMON

9103936JC

Tylvester Goss attorney for Debtor

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911518

**STIPULATION:** \$220.00 value of collateral

Tower has a security interest in the following collateral  
(no stipulation as to validity):

TOOLS	TWO 10-SPEED BIKES
35MM CAMERA	ENCYCLOPEDIA BRITTANICA
KALIMAR	ONE GYM SET
VCR	SOUND DESIGN STEREO
27" TV	ANTIQUE CHINA CABINET
1968 VOLVO	

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE ANNIE FISHER

9103969JC

Roosevelt Daniels attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911502

**STIPULATION:** \$110.00 value of collateral

Tower has a security interest in the following collateral  
(no stipulation as to validity):

AM/FM STEREO	SET OF ENCYCLOPEDIAS
EMERSON VCR	25" TV
22 RIFLE	

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE JAMES A AND BONNIE FAYE MADDOX

9103951JC

John Allen attorney for Debtors

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M911519

**STIPULATION:** \$355.00 value of collateral

Tower has a security interest in the following collateral  
(no stipulation as to validity):

TOOLS	SSET OF ENCYCLOPEDIAS
SET OF WEIGHTS	TWO ROD AND REELS
WEED EATER	AM/FM RADIO
COLOR TV	B&W TV
12 GAUGE SHOTGUN	WOOD WORDER SET
1972 OLDS	

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE THELMA JEAN MYERS

9104050JC

Curtis Kirby attorney for Debtor

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
M911517

**STIPULATION:** \$187.00 value of collateral

Tower has a security interest in the following collateral  
(no stipulation as to validity):

SONY VCR  
25" MAGNAVOX COLOR TV  
14K CHAIN

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE JERRY A. AND BARBARA JEAN T. SHACK

9104160JC

Thomas Ash attorney for Debtors

- 1) MOTION TO AVOID LIEN OF FLEET FINANCE FILED BY HJB.  
JOINDER BY DEBTOR M911501

**STIPULATION:** \$140.00 value of collateral (excluding waterbed)

Fleet Finance has a properly perfected security interest in the amount of \$3475.35 in the following collateral:

SYLVANIA VCR

25" ZENITH TV

YORK STEREO

WATERBED

(HONDA MOTORCYCLE--abandoned by Debtors)

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but the SYLVANIA VCR and YORK STEREO.



IN RE TOMMY AND JEANNIE HARRELL

9104148JC

John Allen attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M920139

**STIPULATION:** \$1630.00 value of collateral

Tower has a security interest in the following collateral  
(no stipulation as to validity):

10-SPEED BIKE	WORLD ENCYCLOPEDIAS
KODAK CAMERA	TRIM TRACK
SONY TAPE RECORDER	ROD & REEL WITH TACKLE BOX
SEARS VCR	CURTIS MATHIS 25" TV
PANASONIC 19" TV	TWO ATARI GAMES
1/2K CLUSTER	GOLD NECKLACES
1K CLUSTER RING	ANITQUE OIL PAINTING
NINTENDO GAME WITH TAPES	

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects--including wedding rings).

IN RE TERRY AND DIANA HALEY

9104149JC

John Allen attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M920144

**STIPULATION:** \$219.00 value of collateral

Tower has a properly perfected security interest in the amount of \$845.00 in the following collateral:

1972 TOYOTA  
ALARM CLOCK RADIO  
12" B&W TV  
SAPPHIRE AND DIAMOND RING  
4 PIECE SET OF LUGGAGE  
RCA STEREO

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but the SAPPHIRE AND DIAMOND RING, 4 PIECE SET OF LUGGAGE AND RCA STEREO.

IN RE LEWIS C. AND SHELIA A. MCNAIR

9104309JC

John Allen attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY HJB.  
JOINDER BY DEBTOR M920147

**STIPULATION:** \$71.00 value of collateral

Tower has a properly perfected security interest in the amount of \$845.00 in the following collateral:

10 SPEED BIKE	HOE
SHOVEL	RAKE
COMPONENT STEREO	13" B&W TV
PUSH LAWN MOWER	5 PIECE SET OF LUGGAGE
ANITQUE TYPEWRITER	1977 OLDS
SCREWDRIVER AND SOCKET SET	

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects-including wedding rings).

IN RE RICHARD AND SHIRLEY A. BOYTE

9104361WC

David Read attorney for Debtors

- 1) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M920152

**STIPULATION:** \$1120.00 value of collateral

ITT has a properly perfected security interest in the amount of \$2372.23 in the following collateral:

25" ZENITH TV  
NINTENDO VIDEO GAME WITH GAMES  
SEARS STEREO WITH 2 SPEAKERS  
REMINGTON 30.06 RIFLE  
BROWNING 12 GAUGE AUTOMATIC SHOTGUN  
.22 AUTOMATIC RIFLE  
YAZOO PUSH MOWER  
YAZOO RIDING MOWER

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to all but REMINGTON 30.06 RIFLE, BROWNING 12 GAUGE AUTOMATIC SHOTGUN, .22 AUTOMATIC RIFLE AND YAZOO RIDING MOWER.

IN RE LUTHER MCHULEY

9104436JC

Melvin Cooper attorney for Debtor

- 1) MOTION TO AVOID LIEN OF ITT FILED BY HJB.  
JOINDER BY DEBTOR M920151

**STIPULATION:** \$100.00 value of collateral

ITT has a properly perfected security interest in the amount of \$3048.15 in the following collateral:

19" RCA TV

FISHER VCR

KENWOOD RECEIVER WITH PIONEER TURNTABLE AND REVERB

PIONEER CASSETTE

PAIR OF JENSEN TWO-WAY SPEAKERS

(B & S MOWER--not properly perfected)

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to ALL collateral.

## APPENDIX A

(Chapter 7s)

IN RE JAMES A. AND RHONDA C. FREEMAN

9003595JC

Bernard Chill attorney for Debtors  
Frank M. Youngblood Chapter 7 Trustee

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTORS.  
M920363

**STIPULATION:** \$660.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

1000 PIECE SET OF TOOLS (\$100)  
10 SPEED BIKE (\$30)  
WORLD BOOK ENCYCLOPEDIAS (\$100)  
35MM CAMERA (\$100)  
ROD AND REELS WITH TACKLE BOX (\$25)  
CRAIG COMPONENT STEREO (\$75)  
AM/FM RADIO--2ND (\$20)  
B&W TV--2ND (\$25)  
.22 RIFLE (\$75)  
CIRCULAR SAW (\$35)  
DRILL (\$25)  
SABERSAW (\$25)  
VIB. SANDER (\$25)

If Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to those  
items defined as household goods under 16 CFR 444.1  
(Clothing, furniture, appliances, one radio and one  
television, linens, china, crockery, kitchenware, and  
personal effects--including wedding rings).

IN RE WILLIAM WAYNE SWILLEY

9200272JC

Perry Brown attorney for Debtor  
Robert G. Nichols Chapter 7 Trustee

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920365

**STIPULATION:** \$620.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

WORLD BOOK ENCYCLOPEDIAS (\$100)  
PANASONIC STEREO (\$100)  
13" B&W TV--2ND (\$50)  
25" COLOR TV--3RD (\$150)  
BROWN SUITCASE (\$10)  
TAN SUITCASE (\$10)  
ANTIQUE DESK (\$200)

If Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to those  
items defined as household goods under 16 CFR 444.1  
(Clothing, furniture, appliances, one radio and one  
television, linens, china, crockery, kitchenware, and  
personal effects--including wedding rings).

IN RE LEE CAROLYN WRIGHT

9200273JC

Perry Brown attorney for Debtor  
Robert G. Nichols Chapter 7 Trustee

- 1) MOTION TO AVOID LIEN OF SUNBURST FINANCIAL SERVICES, INC  
DBA RAPID FINANCE CO. M920364

PARTIES HAVE NOT STIPULATION AS TO ANY PARTICULAR  
COLLATERAL.



IN RE ROBERT E. FISHER

9200459WC

Perry Brown attorney for Debtor  
Eileen S. Bailey Chapter 7 Trustee

- 1) MOTION TO LIFT STAY FILED BY TOWER LOAN  
M920338
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920367

**STIPULATION:** \$470.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

FLOOR MODEL STEREO (\$125)  
TAPE RECORDER (\$50)  
RCA VCR (\$125)  
AM/FM RADIO--2ND (\$15)  
19" COLOR TV--2ND (\$125)  
ATARI GAME SET (\$30)

If Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to those  
items defined as household goods under 16 CFR 444.1  
(Clothing, furniture, appliances, one radio and one  
television, linens, china, crockery, kitchenware, and  
personal effects--including wedding rings).

IN RE SANTOS C. AND MAIDIE K. PEREZ

9201007JC

Perry Brown attorney for Debtors  
Robert G. Nichols Chapter 7 Trustee

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920525

**STIPULATION:** \$1,575.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

FUNK & WAGNERS ENCYCLOPEDIAS (\$50)  
KODAK 35MM CAMERA (\$15)  
TWO ACOUSTIC GUITARS (\$200)  
SEARS COMPONENT STEREO (\$150)  
TOSHIBA VCR (\$100)  
25" SAMSUNG COLOR TV--2ND (\$150)  
JC PENNY COLOR TV--3RD (\$100)  
TWO COCKTAIL RINGS  
LUGGAGE (\$10)  
CARPET LAYING TOOLS (\$800)

If Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to those  
items defined as household goods under 16 CFR 444.1  
(Clothing, furniture, appliances, one radio and one  
television, linens, china, crockery, kitchenware, and  
personal effects--including wedding rings).

(Chapter 13 cases)

IN RE RODERICK AND GLENDA DAVIS

9103295JC

Tylvester Goss attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTORS.  
M920012

**STIPULATION:** \$475.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

TOOLS & TOOL BOX (\$150)  
AMSCO 35MM CAMERA (\$25)  
SONY COMPONENT STEREO (\$150)  
19" GE COLOR TV--2ND (\$150)  
PUSH MOWER

If Court allows lien avoidance under § 522(f), then the parties agree that the lien would be avoided as to the PUSH MOWER.

**IN RE RICKY TERRELL**

9104012JC

John Allen attorney for Debtor

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920511

**STIPULATION:** \$335.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

10 SPEED BIKE (\$10)  
35MM CAMERA (\$55)  
TWO WALL CLOCKS  
TWO TABLE CLOCKS  
STATIONARY BIKE(\$50)  
EMERSON VCR (\$100)  
CLOCK/RADIO (\$20)  
20" AND 18" GOLD CHAINS (\$100)  
PUSH MOWER

If Court allows lien avoidance under § 522(f), then the  
parties agree that the lien would be avoided as to the  
TWO WALL CLOCKS; TWO TABLE CLOCKS; and PUSH MOWER.

IN RE ROBERT LEE AND WILLIE MAIE CAMERON

9104282JC

Thomas Ash attorney for Debtors

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920519

**STIPULATION:** \$550.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

WORLD BOOK ENCYCLOPEDIAS (\$100)  
AM/FM STEREO (\$100)  
RCA VCR (\$125)  
19" COLOR TV--2ND (\$125)  
13" COLOR TV--3RD (\$100)

If the Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to ~~the~~ items defined as household goods under 16 CFR 444.1 (Clothing, furniture, appliances, one radio and one television, linens, china, crockery, kitchenware, and personal effects--including wedding rings).

IN RE GWEN H. JONES

9104354JC

John Allen attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920513

**STIPULATION:** \$805.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

- ELECTRIC DRILL (\$25)
- 10 SPEED BIKE (\$35)
- WORLD BOOK ENCYCLOPEDIAS (\$100)
- ENCYCLOPEDIA BRITTANICA (\$150)
- TWO SLEEPING BAGS (\$20)
- WALL CLOCK
- TWO DIGITAL DESK CLOCKS
- SONY STEREO W/TURNTABLE & CASSETTE  
& TWO SPEAKERS (\$150)
- 19" RCA COLOR TV--2ND (\$125)
- TEN DIAMOND RINGS (\$200)

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to the WALL CLOCK and TWO DIGITAL DESK CLOCKS.

IN RE BARBARA D. EVANS

9104396JC

John Allen attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920512

**STIPULATION:** \$825.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

MINOLTA 35MM CAMERA (\$100)  
EXERCISE BIKE (\$100)  
WEEDEATER (\$25)  
RAKES  
HOES  
ELECTRIC ORGAN (\$100)  
RCA COMPONENT STEREO (\$150)  
CASSETTE RECORDER (\$20)  
AM/FM CLOCK RADIO--2ND (\$15)  
25" COLOR TV--2ND (\$150)  
19" COLOR TV (\$125)  
PUSH MOWER  
5 PIECE SET OF SAMSONITE LUGGAGE (\$40)

If the Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to the RAKES, HOES, 19" COLOR TV--4TH and PUSH MOWER. (Court must determine as to remaining collateral.)

IN RE CORNELIOS AND NANCY GREENWOOD

9104424JC

Lynda Robinson attorney for Debtors

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTORS.  
M920585

**STIPULATION:** \$1,160.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

TILLER (\$75)  
AM/FM STEREO  
VCR  
COLOR TV--2ND (\$100)  
SKILL SAW (\$30)  
LAWNMOWER  
1978 BUICK (\$150)  
THREE SPEED BIKE (\$25)  
KODAK CAMERA (\$20)  
ROD & REELS AND TAKCLE  
PHILCO STEREO (\$100)  
19" COLOR TV (\$100)  
25" COLOR TV  
CHAIN SAW (\$100)  
LAWN MOWER  
SET OF WRENCHES (\$50)  
SET OF ENCYCLOPEDIAS (\$20)  
SHOTGUN (\$150)  
14K GOLD CHAIN (\$100)  
2ND CLOCK RADIO (\$10)  
12 GAUGE SHOTGUN (\$100)

If the Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to the

(Court must determine as to remaining collateral.)



IN RE TIMOTHY J. AND SHERRY S. SEESE

9104454JC

Morris Phillips attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY THE DEBTORS  
M920568

**STIPULATION:** \$400.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

WORLD BOOK ENCYLCOLEDIAS (\$100)  
PENTAX CAMERA (\$100)  
RADIO SHACK VCR  
25" GE COLOR TV--2ND (\$150)  
SPALDING GOLF CLUBS  
ELECTRIC SMITH CORONA TYPEWRITER (\$50)

If the Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to the RADIO SHACK VCR and SPALDING GOLF CLUBS. (Court must determine as to remaining collateral.)

IN RE MONTORA WHISENTON WINSTON

9104683JC

Bernie Chill attorney for Debtor

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR  
M920270

**STIPULATION:** \$395.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following:

ENCYLCOPEDIA BRITTANICA (\$150)  
BIG BEN CLOCK  
TAPE RECORDER (\$50)  
GPX AM/FM RADIO (\$20)  
19" B&W TV--2ND (\$25)  
DIAMOND GOLD WATCH (\$150)

If the Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to the  
BIG BEN CLOCK. (Court must determine as to remaining  
collateral.)

IN RE ROBERT AND ARLENE BOOTH

9104792JC

Curtis Williams attorney for Debtors

- 1) OBJECTION TO PLAN FILED TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920900

**STIPULATION:** \$855.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

SET OF TOOLS & BOX (\$100)  
CHILD CRAFT ENCYLCOPEDIAS (\$100)  
THREE SPINNING REELS & TACKLE BOX (\$30)  
TILLER  
FISHER COMPONENT STEREO W/TWO SPEAKERS (\$200)  
30-30 RIFLE (\$150)  
12 GAUGE SHOGTUN (\$100)  
22 RIFLE (\$50)  
410 SHOTGUN (\$50)  
38 PISTOL (\$75)  
LAWN MOWER

If the Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to th TILLER and LAWN MOWER. (Court must determine as to remaining collateral.)

IN RE LEDORIS SMITH FIELDS

9104821WC

Charles Robb attorney for Debtor

- 1) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920518
- 2) MOTION TO AVOID LIEN OF RELIABLE FINANCE FILED BY  
DEBTOR. M920518 (Note: Reliable Finance is a/k/a  
Tower Loan)

**STIPULATION:** \$385.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

THREE MURRAY BIKES (\$45)  
TEN BOOK SET OF BIBLE STORYS (\$10)  
SOUNDESIGN STEREO (\$30)  
25" GE COLOR TV (\$150)  
25" ZENITH COLOR TV (\$150)

If Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to those  
items defined as household goods under 16 CFR 444.1  
(Clothing, furniture, china, crockery, kitchenware, and  
personal effects--including wedding rings).

IN RE JOHN A. MONTGOMERY

9200112JC

John Allen attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR.  
M920567

**STIPULATION:** \$490.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

TOOL SET (\$100)  
POLAROID CAMERA (\$15)  
25" QUASAR COLOR TV--2ND (\$150)  
19" ZENITH TV--3RD (\$125)  
BIG WHEEL MOWER  
ANTIQUUE STEREO (\$100)

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to the BIG WHEEL MOWER. (Court must determine as to remaining collateral.)

IN RE JAMES D. AND PATRICIA A. BENFIELD

9200134JC

John Allen attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTORS.  
M920566

**STIPULATION:** \$620.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

THREE BICYCLES (\$45)  
WORLD BOOK ENCYCLOPEDIAS (\$100)  
AM/FM STEREO (\$100)  
RCA VCR (\$125)  
19" ZENTIH COLOR TV--2ND (\$125)  
7MM RIFLE (\$125)  
WESTERN AUTO LAWNMOWER

If Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to the  
WESTERN AUTO LAWNMOWER. (Court must determine as to  
remaining collateral.)

IN RE DUDLEY JONES AND MARY CATHERINE COLE

9200152JC

B. R. Hardin attorney for Debtors

- 1) OBJECTION TO PLAN AND PREEMPTIVE ANSWER TO MOTION TO AVOID LIEN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR  
M920889

**STIPULATION:** \$1,920.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

POLOROID 600 CAMERA (\$20)  
AM/FM SANYO STEREO W/ DUAL CASSETTE,  
TURNTABLE & TWO SPEAKERS (\$150)  
27" RCA COLOR TV--2ND (\$175)  
19" COLOR TV--3RD (\$100)  
NINETENDO GAME (\$25)  
ONE CARET TOTAL WEIGHT EARRINGS (\$300)  
FIFTEEN DIAMOND WATERFALL RING (\$175)  
MURRAY LAWNMOWER  
FIVE PIECE SET OF LUGGAGE (\$75)  
1981 OLDS CUTLASS (\$900)

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to the RCA VCR and MURRAY LAWNMOWER. (Court must determine as to remaining collateral.)

IN RE CINDY PATRICK

9200180JC

Sharon Shayeb attorney for Debtor

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTOR  
M920638

**STIPULATION:** \$330.00 value of collateral

Tower has a properly perfected (NPM) security interest  
in the following collateral:

CHILD'S BIKE (\$10)  
35MM CAMERA  
COMPONENT STEREO (\$200)  
LADIES WATCH (\$30)  
LADIES DIAMOND CLUSTER RING (\$50)

If Court allows lien avoidance under § 522(f), then  
Tower agrees that the lien would be avoided as to the  
35MM CAMERA. (Court must determine as to the remaining  
collateral).



IN RE JAMES HOWARD AND JERRIE MAE JOHNSON

9200479JC

Jessie Evans attorney for Debtors

- 1) OBJECTION TO PLAN FILED BY TOWER LOAN
- 2) MOTION TO AVOID LIEN OF TOWER LOAN FILED BY DEBTORS.  
M920849

**STIPULATION:** \$1,600.00 value of collateral

Tower has a properly perfected (NPM) security interest in the following collateral:

CHILDCRAFT ENCYCLOPEDIAS (\$25)  
35MM CAMERA (\$50)  
PIONEER RECEIVER , PIONEER STEREO  
W/ CASSETTE (\$200)  
RCA VCR (\$125)  
RCA CAMCORDER (\$200)  
24" ZENITH COLOR TV--2ND (\$150)  
24" RCA COLOR TV--3RD (\$150)  
BRIGGS & STRATON 5 SPEED RIDING  
LAWNMOWER (\$200)  
1977 CADILLAC DEVILLE (\$500)

If Court allows lien avoidance under § 522(f), then Tower agrees that the lien would be avoided as to those items defined as household goods under 16 CFR 444.1 (Clothing, furniture, china, crockery, kitchenware, and personal effects--including wedding rings).