# IN THE UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI ST. LOUIS DIVISION

In Re:	) HONORABLE Kathy A. Surratt-States
Burton Douglas Morriss	) Case No. 12-40164
Debtor,	) Chapter 7
	)
JPMorgan Chase Bank, N.A.	)
Movant,	) Motion to Lift Stay AND
	) Notice of Hearing
	)
	) Hearing Date: April 23, 2012
v.	) Hearing Time: 10:00 a.m.
	) Objection Deadline: April 16, 2012
Burton Douglas Morriss	)
Respondent,	) Linda S. Tarpley
	) Sheldon R. Singer
and	) Attorneys for JPMorgan Chase Bank, N.
	) P.O. Box 480856
Charles W. Riske	) Kansas City, MO 64148
Trustee.	) (913) 648-6333
	) ltarpley@stlaw.net

# **MOVANT WAIVES 30 DAY HEARING**

# NOTICE OF HEARING AND MOTION FOR RELIEF FROM AUTOMATIC STAY

WARNING: Any response or objection must be filed with the Court on or before April 16, 2012. A copy must be promptly served upon the undersigned. Failure to file a timely response may result in the court granting the relief requested prior to the hearing date. The hearing to be held on the date and time above before The Honorable Kathy A. Surratt-States, in the United States Bankruptcy Court, Eastern District of Missouri, Thomas F. Eagleton Building 111 S. Tenth St., St. Louis, MO 63102, 7<sup>th</sup> Floor, North Courtroom.

COMES NOW, JPMorgan Chase Bank, N.A. ("Movant"), by and through its attorneys,

SINGER TARPLEY & JONES, P.A., and for its Motion for Relief from the Automatic Stay,

respectfully states as follows:

Movant is a secured creditor of Debtor in the above-captioned cause.

On or about September 10, 2007, and prior to the filing of Debtor's petition in bankruptcy, Debtor, Burton D. Morriss, executed and delivered a Retail Installment Contract payable to the order of Movant.

### III.

As security for Debtor's obligation on the Agreement, Debtor granted to Movant a security interest in the following property of Debtor: a 2007 Bentley Arnage, VIN SCBLF44J87CX12113, said Agreement is attached hereto as Exhibit "A." A copy of the Notice of Lien issued September 10, 2007, to said motor vehicle is attached hereto as Exhibit "B."

## IV.

Debtor has defaulted on the obligation to Movant in that he has failed to make the payments required under the terms of the Agreement. Debtor owes Movant the sum of \$148,697.61 principal, plus interest and attorneys' fees. The Debtor has defaulted in making the contractual payments due to Movant and the current delinquent amount due is \$36,383.44, representing default for the months of August 25, 2011 through February 25, 2012 (7 months), including late fees and charges.

### V.

Movant will be inadequately protected in the event that the automatic stay is not lifted. Debtor is unable to make the payments called for in the Agreements during the pendency of this bankruptcy. The value of the collateral is declining during the pendency of this bankruptcy. Debtor has no equity in the collateral. The current amount owed to Movant is approximately \$148,697.61, and the current NADA valuation of the collateral is approximately \$139,100.00. A copy of the NADA Official Used Car Guide for this particular vehicle is attached hereto as Exhibit "C".

VI.

The continuation of the automatic stay will work real and irreparable harm to Movant and will deprive Movant of adequate protection to which it is entitled under 11 U.S.C. §362 and §363 for the reasons mentioned above.

### VII.

The continuation of the automatic stay could result in an unlawful taking of Movant's property.

WHEREFORE, Movant prays for a judgment immediately terminating the automatic stay not subject to the STAY OF ORDER of Rule 4001 of the Federal Rules of Bankruptcy Procedure to permit Movant to exercise any of its rights on the following property: a 2007 Bentley Arnage, VIN SCBLF44J87CX12113.

## SINGER TARPLEY & JONES, P.A.

/S/Linda S. Tarpley Linda S. Tarpley, No. 29025MO Sheldon R. Singer, No. 10915 P.O. Box 480856 Kansas City, MO 64148 (913) 648-6333 Fax: (913) 642-8742 Itarpley@st.law.net ATTORNEYS FOR MOVANT

# **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 22<sup>nd</sup> day of March, 2012, the following parties were served by U.S. Mail:

The Office of the United States Trustee 111 South Tenth Street, Suite 6353 St. Louis, MO 63102

Burton D. Morriss 7820 Maryland Avenue Saint Louis, MO 63105 Debtor Catherine L. Hanaway 222 S. Central Avenue, Suite 110 St. Louis, MO 63105 Attorney for Debtors

Charles W. Riske 231 S. Bemiston, Suite 1220 St. Louis, MO 63105 Trustee

/s/Linda S. Tarpley

Attorney for Movant

# IN THE UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI ST. LOUIS DIVISION

) )

)

In Re:

Burton Douglas Morriss Debtor. Case No. 12-40164 Chapter 7 Proceeding

# EXHIBIT SUMMARY

Pursuant to L.B.R. 9040-1, the following exhibits are referenced in support of JPMorgan Chase Bank, N.A.'s Motion for Relief from Automatic Stay. Copies of these exhibits will be provided as required by Local Rules:

- 1. Retail Installment Contract dated September 10, 2007 (balance due \$148,697.61);
- 2. Notice of Lien; and
- 3. N.A.D.A.

# SINGER TARPLEY & JONES, P.A.

/S/Linda S. Tarpley

Linda S. Tarpley, No. 29025MO Sheldon R. Singer, No. 10915 P.O. Box 480856 Kansas City, MO 64148 (913) 648-6333 Fax: (913) 642-8742 Itarpley@stlaw.net ATTORNEYS FOR MOVANT

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EXHIBIT "A"

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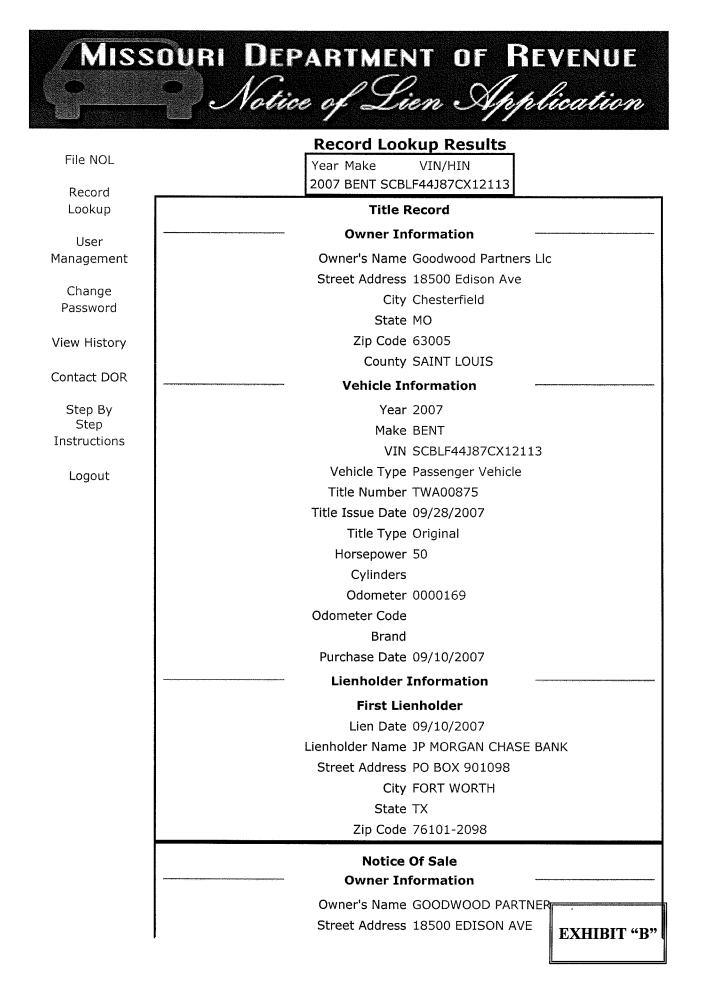
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EXHIBIT "A"
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# Missouri Department Of Revenue Notice of Lien Application

City CHESTERFIELD
State MO
Zip Code 63005
Purchase Date 09/10/2007
Vehicle Information
Year 2007
Make BENT
VIN SCBLF44J87CX12113
NOS Control Number 2523684D

Print Record

 $\cdot$  Dealer & Lienholders  $\cdot$  Motor Vehicle & Driver License Information  $\cdot$  Contact  $\cdot$ 

# EXHIBIT "B"



The Power of Vehicle Information

⊠ <u>Close</u> Window

3/22/2012

# 2007 Bentley Arnage

Mirrors-Vanity-Passenger Illumination

Navigation System Power Locks

1

Reading Lamps-Front Reading Lamps-Rear Seat Trim-Leather

4 Door Sedan

# NADAguides.com Price Report

NADAguides.com Price Report								
	Original MSRP	Low Retail	Average Retail	High Retail				
Base Price	\$242,990	\$123,400	\$139,100	\$147,500				
TOTAL PRICE	\$242,990	\$123,400	\$139,100	\$147,500				
Standard Equipment								
Standard Equipment Deta	ills							
Engine Specifications Type: Gas V8 Size: 6.8L/412 Horsepower: 500 @ 4200 RPM Torque: 738 @ 3200 RPM Drive Train Drive Train: Rear Wheel Drive Transmission: 4 speed Automatic Safety Air Bag-Frontal-Driver Air Bag-Frontal-Driver Air Bag-Side Body-Front Air Bag-Side Body-Rear Air Bag-Side Head-Front Air Bag-Side Head-Front Air Bag-Side Head-Rear Brakes-ABS Brakes-Type-4 Wheel DISC Headlights-Automatic Headlights-High Intensity Dischar Parking Aid Traction Control								
Comfort & Convenience Air Conditioning-Auto Climate Co Air Conditioning-Front Air Conditioning-Multi-Zone Air Conditioning-Rear Auto-Dimming Rearview Mirror Cruise Control	ontrol			[				
Keyless Entry Max Seating Capacity: 5 Mirror(s)-Power Mirrors-Memory Mirrors-Vanity-Driver Mirrors-Vanity-Driver Illumination	חס			EXHIBIT "C"				

http://www.nadaguides.com/Cars/2007/Bentley/Arnage-T/4-Door-Sedan/Standard-Equipment/Print

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Seat(s)-Heated Front Seat-Adjustable Lumbar-Driver Seat-Adjustable Lumbar-Passenger Seat-Memory Seat-Power Driver Seat-Power Passenger Seats-Front Bucket Steering Wheel-Adjustable Steering Wheel-Leather Steering-Power Suspension-Alr Telephone-Installed Trip Computer Trunk-Release-Remote Windows-Power

### **Music & Entertalnment**

Audio-AM/FM Stereo Audio-CD Changer Audio-CD Player Audio-MP3 Player Audio-Upgrade Sound System

Interior

Floor Mats

### Exterior

Doors: 4 Fog Lamps Mirror(s)-Heated **Rear Spoiler** Rear Window Defogger Roof-Generic-Sun/Moon Roof-Sun/Moon Windows-Deep Tinted Wipers-Intermittent

### Tires

Front Tire Size: P255/45ZR19 Rear Tire Size: P255/45ZR19 Spare Tire Size: P255/45ZR19

### Wheels -

Front wheel Material: Aluminum Rear Wheel Material: Aluminum

<u>Back to top</u>

Manufacturer's Suggested Retail Price

### Low Retail Value

This vehicle would be in mechanically functional condition, needing only minor reconditioning. The exterior paint, trim, and interior would show normal wear, needing only minor reconditioning. May also be a deteriorated restoration or a very poor amateur restoration. Most usable "as-is".

Some of the vehicles in this publication could be considered "Daily Drivers" and are not valued as a classic vehicle. When determining a value for a daily driver, it is recommended that the subscriber use the low retail value.

Note: This value does not represent a "parts car".

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### Average Retail Value

This vehicle would be in good condition overall. It could be an older restoration or a well-maintained original vehicle. Completely operable. The exterior paint, trim, and mechanics are presentable and serviceable inside and out. A "20-footer".

### High Retail Value

1

This vehicle would be in excellent condition overall. It could be a completely restored or an extremely well maintained original vehicle showing very minimal wear. The exterior paint, trim, and mechanics are not in need of reconditioning. The interior would be in excellent condition. Note: This value does not represent a "100 Point" or "# 1" vehicle \*.

http://www.nadaguides.com/Cars/2007/Bentley/Arnage-T/4-Door-Sedan/Standard-Equipment/Print



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# Bentley Arnage 2007 - Car Standard Equipment - NADAguides.com Official Site

\* "100 Point" or "# 1" vehicle is not driven. It would generally be in a museum or transported in an enclosed trailer to concourse judging and car shows. This type of car would be stored in a climate-regulated facility.

The consumer values on NADAguides.com are based on the Consumer Edition of the NADA Official Used Car Guide® and should not be utilized for industry purposes. The consumer values may vary from the NADA Official Used Car Guide® values presented to you by insurance companies, banks, credit unions, government agencies and car dealers due to vehicle condition, regional market differences and frequency of updates.



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EXHIBIT "C"