

FEB 07 2006

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U.S. BKCY. APP. PANEL
OF THE NINTH CIRCUIT**

ORDERED PUBLISHED

**UNITED STATES BANKRUPTCY APPELLATE PANEL
OF THE NINTH CIRCUIT**

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In re:)	BAP No.	AZ-05-1169-CMoS
)		
KEVIN H. CONCANNON and TERRY)	Bk. No.	01-04624-TUC-JMM
B. CONCANNON,)		
)		
Debtors.)		
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KEVIN H. CONCANNON; TERRY B.)		
CONCANNON,)		
)		
Appellants,)		
)		
v.)	O P I N I O N	
)		
IMPERIAL CAPITAL BANK, a)		
California corporation,)		
)		
Appellee.)		
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Argued and Submitted on January 20, 2006
at Phoenix, Arizona

Filed - February 7, 2006

Appeal from the United States Bankruptcy Court
for the District of Arizona

Honorable James M. Marlar, Bankruptcy Judge, Presiding.

Before: CARROLL¹, MONTALI and SMITH, Bankruptcy Judges.

¹ Honorable Peter H. Carroll, Bankruptcy Judge for the
Central District of California, sitting by designation.

1 CARROLL, Bankruptcy Judge.

2

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INTRODUCTION

4 When Imperial Capital Bank ("Imperial") sought relief from
5 the automatic stay to foreclose its judgment lien, Kevin and Terry
6 Concannon ("Debtors") defended the motion in their chapter 7
7 bankruptcy case by seeking a valuation of their rental real
8 property encumbered by the lien and avoidance of Imperial's lien
9 pursuant to 11 U.S.C. §§ 506(a) and (d).² The bankruptcy court
10 granted Imperial's motion and lifted the stay, but in so doing,
11 valued Imperial's secured claim at zero pursuant to § 506. At
12 Imperial's request, the bankruptcy court then amended its decision
13 by deleting its valuation of Imperial's secured claim and ruling
14 that Imperial's lien would pass through bankruptcy unimpaired.
15 Debtors timely appealed.

16 We affirm.

17

FACTS

18 On January 2, 1997, The Manning House, L.L.C., an Arizona
19 Limited Liability Company ("Manning House") executed a promissory
20 note to Imperial in the original principal sum of \$1,880,000
21 ("Note"). As part of the transaction, Debtors each signed a
22 Continuing Guaranty of Payment and Performance dated January 2,
23 1997 (collectively, "Guaranties"), guaranteeing payment of the
24 Manning House Note and any subsequent loan advances made by

25

26 ² Unless otherwise indicated, all chapter and section
27 references are to the unamended Bankruptcy Code, 11 U.S.C. §§ 101-
28 1330, in effect when this case was filed, and prior to the
Bankruptcy Abuse Prevention and Consumer Protection Act of 2005
("BAPCPA"). Rule references are to the Federal Rules of
Bankruptcy Procedure (Fed. R. Bankr. P.), Rules 1001-9036.

1 Imperial to Manning House. On November 6, 1997, Manning House
2 obtained an additional advance of funds from Imperial in the
3 amount of \$385,000 ("Additional Advance").

4 On September 11, 1998, Manning House filed a voluntary
5 chapter 11 petition in Case No. 98-03968-TUC-LO, styled In re
6 Manning House, L.L.C., Debtor, in the United States Bankruptcy
7 Court, District of Arizona, Tucson Division.³ Shortly thereafter,
8 Imperial demanded payment by Debtors of the Manning House Note and
9 Additional Advance. When Debtors defaulted under their
10 Guaranties, Imperial commenced an action in the Superior Court of
11 Arizona, County of Pima, to enforce the Guaranties and caused a
12 writ of attachment to be levied by the Pima County Sheriff on
13 certain rental real property owned by the Debtors located in
14 Tucson, Arizona ("Farr Property"). Thereafter, Imperial obtained
15 a judgment against the Debtors in the amount of \$2,472,371.23, and
16 recorded its judgment with the Pima County Recorder's Office on
17 April 12, 2001.

18 On October 17, 2001, Debtors filed their voluntary petition
19 for liquidation under chapter 7 of the Code. Debtors did not
20 claim an exemption in the Farr Property,⁴ and received a discharge
21 on March 5, 2002. On August 4, 2004, Imperial filed a Motion for
22 Relief from Automatic Stay ("Motion") seeking authority to

24 ³ The Manning House bankruptcy case was later transferred to
25 the United States Bankruptcy Court, District of Arizona, Phoenix
26 Division.

26 ⁴ Because a homestead exemption was not claimed in the Farr
27 Property, Debtors have not alleged that Imperial's nonconsensual
28 judgment lien should be avoided under § 522(f)(1) to the extent
that it impairs an exemption to which they are entitled under
§ 522(b).

1 exercise its state law execution remedies against the Farr
2 Property to collect its judgment. On November 8, 2004, the
3 bankruptcy court commenced a hearing on Imperial's Motion, but
4 converted the matter to an adversary proceeding for the purpose of
5 determining the validity, extent and priority of Imperial's lien
6 on the Farr Property. Fed. R. Bankr. P. 7001(2). Besides
7 Imperial's judgment lien, the Farr Property was further encumbered
8 by (1) a deed of trust in favor of Western Financial Bank in the
9 amount of \$131,250 recorded January 5, 1999; (2) a lien in the
10 amount of \$28,250 in favor of Donald L. Vath, recorded February 3,
11 1999; (3) a judgment lien in the amount of \$8,864 in favor of
12 Ralph Raub, recorded May 16, 2001, and (4) another judgment lien
13 in the amount of \$417, recorded June 15, 2001.

14 On January 11, 2005, the bankruptcy court conducted an
15 evidentiary hearing on the validity, extent, and priority of
16 Imperial's lien. At the conclusion of the hearing, Imperial was
17 granted leave to file a supplemental brief on the issue of whether
18 it was entitled as a judgment creditor to foreclose on the Farr
19 Property. Imperial's supplemental brief was filed on January 18,
20 2005.

21 On January 24, 2005, the bankruptcy court issued a Memorandum
22 Decision ("Memorandum") granting Imperial's Motion, lifting the
23 stay, and valuing Imperial's secured claim at zero pursuant to
24 § 506. In so holding, the court determined that the Farr Property
25 had a value of \$159,825, but that Imperial's lien was junior to
26 senior liens totaling \$168,364. Based on § 506, the court
27 concluded that Imperial's secured claim as to the Farr Property
28 was wholly unsecured.

1 On January 31, 2005, Imperial filed a Motion to Alter or
2 Amend the Court's Memorandum Decision Dated 1/24/05 ("Motion to
3 Amend") arguing that the valuation of liens under § 506 is not
4 permitted in chapter 7 cases. On February 11, 2005, Debtors filed
5 a response in opposition to Imperial's Motion to Amend asserting
6 that Imperial had "offered nothing new to justify altering or
7 amending" the court's earlier ruling. After a hearing on February
8 18, 2005, the bankruptcy court issued an Order on April 8, 2005,
9 granting Imperial's Motion to Amend. In its Order, the court
10 declined to change that portion of its Memorandum lifting the
11 automatic stay, but deleted from its Memorandum any discussion of
12 the valuation of Imperial's lien, stating that "Imperial's secured
13 lien will pass through bankruptcy unaffected."

14 **ISSUE**

15 Whether the bankruptcy court erred in its determination that
16 § 506(d) cannot be used by a chapter 7 debtor to strip off a
17 wholly unsecured nonconsensual lien.

18 **JURISDICTION**

19 The bankruptcy court had jurisdiction under 28 U.S.C. § 1334
20 and 28 U.S.C. § 157(a), (b) (1), and (b) (2) (A), (B), (G) and (K).
21 We have jurisdiction under 28 U.S.C. § 158(c) (1).

22 **STANDARD OF REVIEW**

23 Whether § 506(d) can be used by a chapter 7 debtor to strip
24 off a wholly unsecured nonconsensual lien is a question of law.
25 Therefore, we review the bankruptcy court's conclusions of law and
26 interpretation of the Bankruptcy Code de novo. Bunyan v. United
27 States (In re Bunyan), 354 F.3d 1149, 1150 (9th Cir. 2004); Tanzi
28 v. Comerica Bank - California (In re Tanzi), 297 B.R. 607, 610

1 (9th Cir. BAP 2003).

2
3 **DISCUSSION**

4 Section 506 of the Bankruptcy Code⁵ governs the determination
5 and treatment of secured claims in bankruptcy cases. Shook v.
6 CBIC (In re Shook), 278 B.R. 815, 822 (9th Cir. BAP 2002).

7 Because a claim is secured only by the value of the property to
8 which the lien is attached, an undersecured claim may be
9 bifurcated under § 506(a), leaving a creditor with a secured claim
10 to the extent of the value of the collateral and an unsecured
11 claim as to the deficiency. See, e.g., United States v. Ron Pair
12 Enters, Inc., 489 U.S. 235, 239 (1989) (stating that § 506(a)
13 "provides that a claim is secured only to the extent of the value
14 of the property on which the lien is fixed; the remainder of that

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16 ⁵ Section 506 provides, in pertinent part:

17 (a) An allowed claim of a creditor secured by a lien on
18 property in which the estate has an interest, or that is
19 subject to setoff under section 553 of this title, is a
20 secured claim to the extent of the value of such creditor's
21 interest in the estate's interest in such property, or to the
22 extent of the amount subject to setoff, as the case may be,
23 and is an unsecured claim to the extent that the value of
24 such creditor's interest or the amount so subject to set off
25 is less than the amount of such allowed claim. Such value
26 shall be determined in light of the purpose of the valuation
27 and of the proposed disposition or use of such property, and
28 in conjunction with any hearing on such disposition or use or
on a plan affecting such creditor's interest. . . .

(d) To the extent that a lien secures a claim against the
debtor that is not an allowed secured claim, such lien is
void, unless-

(1) such claim was disallowed only under section
502(b)(5) or 502(e) of this title; or

(2) such claim is not an allowed secured claim due only
to the failure of any entity to file a proof of such
claim under section 501 of this title.

11 U.S.C. § 506(a) & (d).

1 claim is considered unsecured"); Shook, 278 B.R. at 822 (observing
2 that § 506(a) permits "bifurcation of an allowed claim into its
3 secured and unsecured components according to the value of the
4 collateral").

5 Prior to Dewsnup v. Timm, 502 U.S. 410 (1992), there was a
6 split among the circuits on the issue of whether a chapter 7
7 debtor could use § 506(d) to "strip down"⁶ an undersecured
8 mortgage lien to a value judicially determined under § 506(a).
9 Compare Gaglia v. First Fed. Sav. & Loan Ass'n, 889 F.2d 1304,
10 1308 (3d Cir. 1990), Folendore v. U.S. Small Business Admin. (In
11 re Folendore), 862 F.2d 1537, 1539 (11th Cir. 1989), and Lindsey
12 v. Fed. Land Bank of St. Louis (In re Lindsey), 823 F.2d 189, 191
13 (7th Cir. 1987) (recognizing a chapter 7 debtor's ability to void
14 liens under § 506(d)), with Dewsnup v. Timm (In re Dewsnup), 908
15 F.2d 588, 593 (10th Cir. 1990), aff'd, 502 U.S. 410 (1992)
16 (opining that lien avoidance under § 506(d) "gives debtors much
17 more than the 'fresh start' to which they are entitled"). In
18 Dewsnup, the United States Supreme Court held that a chapter 7
19 debtor may not invoke § 506(d) to "strip down" an undersecured
20 mortgage to the value of the collateral determined under § 506(a),
21 stating:

22 [W]e hold that § 506(d) does not allow petitioner to
23 'strip down' respondents' lien, because respondents'
24 claim is secured by a lien and has been fully allowed
pursuant to § 502.

25 502 U.S. at 417. The Supreme Court reasoned that liens pass

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27 ⁶ The term "strip down" is used where the inferior mortgage
28 is partially secured whereas "strip off" is used where the junior
mortgage is totally unsecured. In re Fitzmaurice, 248 B.R. 356,
357 n.2 (Bankr. W.D. Mo. 2000).

1 through bankruptcy unaffected, and that mortgagees and mortgagors
2 bargain for a consensual lien which stays with the real property
3 until foreclosure, resulting in the creditor benefitting from any
4 increase in the value of the property. Id. In so holding, the
5 court stated:

6 We think . . . that the creditor's lien stays with the
7 real property until the foreclosure. That is what was
8 bargained for by the mortgagor and the mortgagee. The
9 voidness language sensibly applies only to the security
10 aspect of the lien and then only to the real deficiency in
11 the security. Any increase over the judicially determined
valuation during bankruptcy rightly accrues to the benefit of
the creditor, not to the benefit of the debtor and not to the
benefit of other unsecured creditors whose claims have been
allowed and who had nothing to do with the mortgagor-
mortgagee bargain.

12 Id.⁷

13 _____
14 ⁷ In prohibiting lien stripping in chapter 7 cases, the
15 Supreme Court in Dewsnup made no distinction between consensual
16 and nonconsensual liens. 502 U.S. at 417 (stating that "we are
17 not convinced that Congress intended to depart from the pre-Code
rule that liens pass through bankruptcy unaffected"). The court
also explained that such a prohibition was consistent with
established practice prior to enactment of the Code, stating:

18 Apart from reorganization proceedings, no provision
19 of the pre-Code statute permitted involuntary reduction
20 of the amount of a creditor's lien for any reason other
21 than payment on the debt. . . . Congress must have
22 enacted the Code with a full understanding of this
23 practice. When Congress amends the bankruptcy laws, it
24 does not write "on a clean slate." Furthermore, this
25 Court has been reluctant to accept arguments that would
26 interpret the Code, however vague the particular
27 language under consideration might be, to effect a major
28 change in pre-Code practice that is not the subject of
at least some discussion in the legislative history. Of
course, where the language is unambiguous, silence in
the legislative history cannot be controlling. But,
given the ambiguity here, to attribute to Congress the
intention to grant a debtor the broad new remedy against
allowed claims to the extent that they become
"unsecured" for purposes of § 506(a) without the new
remedy's being mentioned somewhere in the Code itself or
in the annals of Congress is not plausible, in our view,

(continued...)

1 In Laskin v. First Nat'l Bank of Keystone (In re Laskin), 222
2 B.R. 872 (9th Cir. BAP 1998), we found Dewsnup's reasoning equally
3 applicable in cases where debtors seek to strip off wholly
4 unsecured consensual liens, stating that:

5 Dewsnup teaches that, unless and until there is a claims
6 allowance process, there is no predicate for voiding a lien
7 under § 506(d). Absent either a disposition of the putative
8 collateral or valuation of the secured claim for plan
9 confirmation in Chapter 11, 12 or 13, there is simply no
10 basis on which to avoid a lien under § 506(d).

11 Id. at 876.⁸ Cf. Zimmer v. PSB Lending Corp. (In re Zimmer), 313
12 F.3d 1220, 1222 (9th Cir. 2002) (holding that a wholly unsecured
13 lien on debtor's primary residence is not protected by the
14 antimodification clause of § 1322(b)(2) and may be avoided in a
15 chapter 13 case). We expressly declined to follow Yi v. Citibank
16 (Md.), N.A. (In re Yi), 219 B.R. 394 (E.D. Va. 1998) and Howard v.
17 Nat'l Westminster Bank (In re Howard), 184 B.R. 644 (Bankr.

18 ⁷(...continued)
19 and is contrary to basic bankruptcy principles.

20 Id. at 418-20 (citations omitted).

21 ⁸ The Ninth Circuit later observed in Enewally v. Washington
22 Mut. Bank (In re Enewally):

23 The rationales advanced in the Dewsnup opinion for
24 prohibiting lien stripping in Chapter 7 bankruptcies,
25 however, have little relevance in the context of
26 rehabilitative bankruptcy proceedings under Chapters 11,
27 12 and 13, where lien stripping is expressly and broadly
28 permitted, subject only to very minor qualifications.
The legislative history of the Code makes clear that
lien stripping is permitted in the reorganization
chapters.

368 F.3d 1165, 1170 (9th Cir. 2004), citing Bartee v. Tara Colony
Homeowners Ass'n (In re Bartee), 212 F.3d 277, 291 n.21 (5th Cir.
2000) (quoting Jane Kaufman Winn, Lien Stripping After Nobleman,
27 Loy. L.A. L. Rev. 541, 554-55 (1994)).

1 E.D.N.Y. 1995) cited by Debtors, noting that:

2 In neither Howard nor Yi does the court indicate whether
3 there was any prior claim allowance proceeding. Both
4 conclude that, since there was no equity to which the lien in
5 question could attach and there could be no secured claim
under § 506(a), the lien could therefore be avoided under
§ 506(d). With all respect to those courts, we think that
analysis reverses the statutory process.

6 Laskin, 222 B.R. at 876. As we stated in Laskin, “[s]ection 506
7 was intended to facilitate valuation and disposition of property
8 in the reorganization chapters of the Code, not to confer an
9 additional avoiding power on a chapter 7 debtor.” Id. at 876
10 (citing Oregon v. Lange (In re Lange), 120 B.R. 132, 135 (9th Cir.
11 BAP 1990)); see Shook, 278 B.R. at 822. We are bound by our prior
12 decision in Laskin. See, e.g., Salomon N. Am. v. Knupfer (In re
13 Wind N’ Wave), 328 B.R. 176, 181 (9th Cir. BAP 2005) (stating that
14 “we regard ourselves as bound by our prior decisions”); Ball v.
15 Payco-Gen. Am. Credits, Inc. (In re Ball), 185 B.R. 595, 597 (9th
16 Cir. BAP 1995) (stating that “[w]e will not overrule our prior
17 rulings unless a Ninth Circuit Court of Appeals decision, Supreme
18 Court decision or subsequent legislation has undermined those
19 rulings”).

20 Since Dewsnup, lien stripping has not been permitted in
21 chapter 7 cases. Enewally, 368 F.3d at 1169. See, e.g., Talbert
22 v. City Mortgage Servs. (In re Talbert), 344 F.3d 555, 562 (6th
23 Cir. 2003) (concluding that “a Chapter 7 debtor may not use 11
24 U.S.C. § 506 to ‘strip off’ an allowed junior lien where the
25 senior lien exceeds the fair market value of the real property”);
26 Ryan v. Homecomings Fin. Network, 253 F.3d 778, 783 (4th Cir.
27 2001) (holding that “an allowed unsecured consensual lien may not
28 be stripped off in a Chapter 7 proceeding pursuant to the

1 provisions of 11 U.S.C. §§ 506(a) and (d)").

2 Debtors attempt to distinguish Laskin by arguing that Dewsnup
3 and its progeny apply only to consensual liens. Debtors reason
4 that Imperial's wholly unsecured judgment lien may be stripped off
5 simply because it is nonconsensual. This is a distinction without
6 a difference.

7 Lien stripping in chapter 7 cases is inconsistent with the
8 purpose and policy of § 506 which, as we observed in Laskin, was
9 "to facilitate valuation and disposition of property in the
10 reorganization chapters of the Code." Laskin, 222 B.R. at 876.
11 Furthermore, the majority of courts addressing this issue have
12 applied Dewsnup to both consensual and nonconsensual liens in
13 chapter 7 bankruptcy cases. See, e.g., Boring v. Promistar Bank,
14 312 B.R. 789, 797 (W.D. Pa. 2004) (citing Laskin and holding
15 § 506(d) may not be used in chapter 7 to strip off an allowed
16 judicial lien); Crossroads of Hillsville v. Payne, 179 B.R. 486,
17 491 (W.D. Va. 1995) (holding that Dewsnup's prohibition against
18 lien stripping barred a chapter 7 debtor from avoiding a wholly
19 unsecured judgment lien under § 506(d)); Warner v. United States
20 (In re Warner), 146 B.R. 253, 256 (N.D. Cal. 1992) (reversing a
21 bankruptcy court's decision permitting a chapter 7 debtor to strip
22 down an undersecured federal tax lien under §506(d)); Swiatek v.
23 Pagliari (In re Swiatek), 231 B.R. 26, 29 (Bankr. D. Del. 1999)
24 (holding that Dewsnup applied to prohibit the avoidance of
25 nonconsensual liens, and observing that "[t]he in rem aspect of a
26 judgment is equally as viable in the context of a nonconsensual
27 lien as in that of a consensual one"); Esler v. Orix Credit
28 Alliance (In re Esler), 165 B.R. 583, 584 (Bankr. D. Md. 1994)

1 (observing that Dewsnup "is equally applicable to consensual and
2 non-consensual liens"); In re Doviak, 161 B.R. 379, 381 (Bankr.
3 E.D. Tex. 1993) (rejecting debtors' argument that Dewsnup applies
4 only to consensual liens, and denying debtors' motion to strip
5 down an undersecured federal tax lien); Rombach v. United States
6 (In re Rombach), 159 B.R. 311, 314 (Bankr. C.D. Cal. 1993)
7 (concluding that Dewsnup prohibits debtors "from stripping down
8 the undersecured portion of a non-consensual lien"). See
9 generally 4 Collier on Bankruptcy ¶ 506.06[1][b], at 506-147 (15th
10 ed. rev. 2005).

11 Debtors point to Warthen v. Smith (In re Smith), 247 B.R. 191
12 (W.D. Va. 2000), aff'd, 243 F.3d 540 (4th Cir. 2001) (mem.), cert.
13 denied, 532 U.S. 1052 (2001), claiming that the stripping of
14 nonconsensual liens in chapter 7 cases is permissible in the
15 Fourth Circuit. However, the Smith decision turned on the value
16 of the collateral at issue in the case, not the nature of the lien
17 sought to be avoided.⁹ More importantly, the district court in
18 Smith based its interpretation of § 506(d) on the reasoning of
19 Howard and Yi, which were rejected by this court. Id. at 195-96.
20 Although Smith was affirmed without an opinion, the Fourth Circuit
21 in Ryan later that year not only declined to follow Smith, but
22 effectively abrogated the decision by embracing this court's
23 reasoning in Laskin and specifically holding that an allowed

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25 ⁹ Indeed, the Smith court observed that "[t]he precedent in
26 the Western District is to apply the Dewsnup holding to both
27 consensual and non-consensual liens." 247 B.R. at 195.
28 Construing Dewsnup as prohibiting only the stripping down of
undersecured liens, the district court in Smith affirmed a
bankruptcy court's decision permitting a chapter 7 debtor to strip
off a wholly unsecured judgment lien against his one-half interest
in certain nonexempt real property. Id. at 196.

1 unsecured consensual junior lien may not be stripped off in a
2 chapter 7 case pursuant to § 506(a) and (d), stating:

3 We are aware . . . that some courts are not in
4 agreement with this analysis of Dewsnup. See Yi v.
5 Citibank, 219 B.R. 394, 397 (E.D. Va. 1998) (Chapter 7
6 debtor's proceeding--"Because Citibank's lien is wholly
7 unsecured, by definition it cannot be an 'allowed
8 secured claim.' From this it inexorably follows that
9 the lien is void." (citing Howard, 184 B.R. at 644)); In
10 re Smith, 247 B.R. 191 (W.D. Va. 2000); Farha v. First
11 American Title Ins., 246 B.R. 547, 549 (Bankr. E.D.
12 Mich. 2000) (where claim is unsecured rather than
13 undersecured "there is no allowed secured claim under
14 § 506(a)); Zempel v. Household Finance Corp., 244 B.R.
15 625 (Bankr. W.D. Ky. 1999) (same).

16 Other courts have concluded, as do we, that a
17 Chapter 7 debtor may not use § 506(d) to strip off an
18 allowed, wholly unsecured consensual junior lien from
19 real property.

20 253 F.3d at 782-83 (emphasis added).

21 Finally, Hoekstra v. United States (In re Hoekstra), 255 B.R.
22 285 (E.D. Va. 2000) cited by Debtors is neither dispositive nor
23 controlling. In that case, the district court reversed the
24 bankruptcy court's decision based on Yi authorizing a chapter 7
25 debtor to strip off a wholly unsecured tax lien, noting the
26 "Dewsnup Court's clear prohibition against 'stripping down'
27 liens." Id. at 292. Under no circumstances do either Smith or
28 Hoekstra compel us to conclude that Dewsnup is inapplicable where
the lien sought to be avoided in chapter 7 is nonconsensual. To
the extent Smith has any remaining precedential value, it is not
binding on this court.

CONCLUSION

Not only have the authorities cited by Debtors either been
rejected by this court or essentially overruled, but the majority
of cases addressing this issue support the conclusion that Dewsnup

1 prohibits the stripping of both consensual and nonconsensual liens
2 in chapter 7 cases. It is undisputed that Imperial's claim is
3 allowed pursuant to § 502 and is secured by a judgment lien
4 against the Farr Property. Imperial's lien does not impair an
5 exemption to which the Debtors are entitled under § 522(b).
6 Whether or not the value of the Farr Property is sufficient to
7 cover Imperial's claim, Dewsnup prohibits Debtors from utilizing
8 § 506(a) and (d) to strip off Imperial's judgment lien. The
9 bankruptcy court did not err in determining that § 506(d) cannot
10 be used by a chapter 7 debtor to strip off a wholly unsecured
11 nonconsensual lien. Accordingly, the bankruptcy court's order
12 granting Imperial's motion to revise its Memorandum, deleting the
13 valuation of the Farr Property and permitting Imperial's judgment
14 lien to pass through bankruptcy unaffected is **AFFIRMED**.

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