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IT IS SO ORDERED.

Dated: December 4, 2025



Tyson A. Crist

United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In re:

Joseph A. Fox,

Debtor.

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Case No. 25-30798

Chapter 13

Judge Crist

ORDER DENYING MOTION TO AVOID JUDGMENT LIEN (DOC. 25)

This matter is before the Court on Joseph A. Fox's (the "Debtor") *Motion to Avoid Judicial Lien of JPMorgan Chase Bank NA* (Doc. 25) (the "Motion"). The Motion seeks to avoid the judicial lien of JPMorgan Chase Bank, N.A. ("Chase") on the Debtor's real property located at 7250 Robindale Street, Dayton, Ohio 45424 (the "Property") under 11 U.S.C. § 522(f) because it impairs the Debtor's claimed homestead exemption available under Ohio Revised Code § 2329.66(A)(1) (the "Homestead Exemption").¹

¹ The amount of the Homestead Exemption available in Ohio under Ohio Revised Code § 2329.66(A)(1)(a), from April 1, 2025 through March 31, 2028, in the amount of \$182,625, is set forth in the chart available on the Ohio Judicial Conference website, available at <https://www.ohiojudges.org/Resources/publications>. The Homestead Exemption is adjusted every three (3) years on April 1 based on the "consumer price index for all urban consumers, as published by the Department of Labor[.]" and was most recently increased on April 1, 2025 to the present figure. Ohio Rev. Code § 2329.66(B).

I. Summary

This is a prime example of the impact that an appraisal, particularly the type and quality of appraisal, can have upon a motion to avoid a judicial lien. In short, based on the auditor's valuation the judicial lien would have been partially avoidable, as calculated in accordance with § 522(f)(2),² but based on the appraisal subsequently obtained, as required by Local Bankruptcy Rule 3015-3(d)(2), the judicial lien is not avoidable.

II. Background

On May 1, 2025, Debtor filed a Chapter 13 Plan (Doc. 7) (the "Plan"), which proposed in ¶ 5.4.2—Judicial Liens Impairing an Exemption in Real Property—that Chase's judicial lien in the amount of \$29,224.90 would be partially avoided in the amount of \$22,616.95 upon "Plan Completion/ Discharge." Plan at 6. This provision listed a value of \$336,830 for the Property and the Debtor's interest in the Property, which was also the value listed in Schedule A/B (Doc. 1 at 10).³ In addition, ¶ 5.4.2 of the Plan identified the first mortgage of Union Savings Bank as the "OTHER Lien or Mortgage" in the amount of \$147,597.05 and listed the exemption amount under Ohio Revised Code § 2329.66(A)(1) as \$182,625.⁴ *Id.*

On June 16, 2025, Debtor filed the Montgomery County, Ohio Auditor's online value as the appraisal (the "Auditor's Value"), which corroborated the Debtor's asserted value of \$336,830 for the Property. Doc. 19.

On July 23, 2025, Debtor filed his Motion. The Motion also alleged a value of \$336,380 for the Property, but differed from ¶ 5.4.2 of the Plan by claiming his Homestead Exemption was \$186,625 (as opposed to the statutory amount of \$182,625) and asserting a higher balance due of \$151,636.82 on Union Savings Bank's first mortgage, which was consistent with Union Savings Bank's proof of claim. POC 1-1 (filed May 16, 2025). Chase did not oppose the Motion. However,

² Except as otherwise noted in this Order all references to sections are to Title 11 of the United States Code (the "Bankruptcy Code").

³ Debtor identified the nature of his ownership interest in the Property as "Fee simple," such that the value of his interest is the same as the value of the Property. *See* Schedule A/B, Doc. 1 at 10.

⁴ This exemption was claimed on Schedule C (Doc. 1 at 16).

because Local Bankruptcy Rule (“LBR”) 3015-3(d)(2),⁵ concerning appraisals of real property in chapter 13 cases, provides that an “auditor’s valuation” is not an acceptable appraisal when the property is subject to lien avoidance, and because this is a circumstance in which the value could make a difference in the outcome, the Court advised counsel for the Debtor that an appraisal would be required before the Court could rule on the Motion.

On October 15, 2025, Debtor filed, but did not serve on Chase, a “Restricted Appraisal for Current Market Value” (the “Appraisal”) (Doc. 36). The estimated value of the Debtor’s Property in the Appraisal is \$395,000, which is \$58,170 more than the Auditor’s Value. Notwithstanding that the Appraisal changed the value and therefore the calculation under § 522(f)(2)(A), Debtor did not amend the Motion.

Although the Chapter 13 Trustee withdrew his objection to confirmation on August 15, 2025 (Doc. 31), the Debtor’s Plan has not yet been confirmed because of the issues with the pending Motion and because there were two pending motions to dismiss—one for failure to turn over a tax return and refund (Doc. 32), filed on September 19, 2025, and one for failure to make plan payments (Doc. 37), filed on October 16, 2025.⁶ On November 13, 2025, the Chapter 13 Trustee file his *Withdrawal of Motion to Dismiss for Cause for Failure to Turn Over Tax Return and Refund* (Doc. 32) (Doc. 40). And on November 18, 2025, the hearing scheduled on the motion to dismiss was canceled and the docket reflects that an agreed order for probation is forthcoming.

III. Analysis

The basic calculation for avoidance of a judicial lien on real property, pursuant to § 522(f)(2), is discussed in *In re Brinley*, 403 F.3d 415, 421 (6th Cir. 2005). *See also In re Bowshier*, 389 B.R. 542, 546 (Bankr. S.D. Ohio 2008) (Walter, J.) (explaining the *Brinley* analysis). “In the Sixth Circuit, the statutory language has been construed very literally such that the amounts of all liens are totaled and setoff against the value of the real estate . . .” *In re*

⁵ LBR 3015-3(d)(2) also requires that “[u]nless otherwise ordered by the court, an appraisal performed within the preceding twelve (12) months must be filed and served on the trustee on or before the § 341 meeting of creditors for each parcel of real property in which the debtor has a legal, equitable, or beneficial interest.” Because the Plan, filed on May 1, 2025, proposed to avoid Chase’s judicial lien, the appropriate type of appraisal was not filed in this case until more than three (3) months after the § 341 meeting of creditors was held on July 1, 2025.

⁶ Under 11 U.S.C. § 1325(a)(2) and (a)(9) require, as a condition to confirmation of a chapter 13 plan that all amounts required by the plan to be paid before confirmation, be paid, and that debtor has filed all applicable tax returns.

Bowshier, 389 B.R. at 546 (citing *In re Brinley*, 403 F.3d at 421). There can be several complicating issues that arise when performing the calculation,⁷ but in this case it is a comparatively straightforward exercise. As set forth in the local form Motion to Avoid Judicial Lien on Real Property Pursuant to 11 U.S.C. § 522(f)(1)(A),⁸ the language of § 522(f)(2)(A), which governs the calculation, states as follows:

(2)(A) For purposes of this subsection, a lien shall be considered to impair an exemption to the extent that the sum of—

(i) the lien;

(ii) all other liens on the property; and

(iii) the amount of the exemption that the debtor could claim if there were no liens on the property;

exceeds the value that the debtor's interest in the property would have in the absence of any liens.

Based on the numbers set forth in the Motion, using the Auditor's Value, but using the correct statutory amount for the Homestead Exemption, the calculation required under § 522(f)(2)(A) would have resulted in an impairment of \$26,656.72, resulting in a partial avoidance of the judicial lien. Using the local form motion template, the calculation would be as follows:

a. Amount of judicial lien	\$29,224.90
b. Amount of all other liens	\$151,636.82
c. Value of exemptions	\$182,625.00
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d. Total (lines a + b + c)	\$363,486.72
e. Value of the Debtor's interest in the Property	\$336,830.00
f. Extent of exemption impairment (line d - line e)	\$26,656.72
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g. Amount of lien that remains on property (line a – line f):	\$2,568.18

Curiously, while ¶ 5.4.2 of the Plan asserted that the judicial lien would be partially avoided, which is the outcome in the calculation above, albeit different than in ¶ 5.4.2 of the Plan, the Motion

⁷ Such issues include, but are not limited to, joint ownership, multiple liens, the value of the debtor's interest, and the values ascribed to the various liens, which often do not account for interest or attorney fees.

⁸ Use of the local form, which is available on the Court's website, is preferred.

asserts “there is no equity in the real estate available for the lienholder[.]” Mot. at 2. But this would only be the result if the erroneous Homestead Exemption amount asserted in the Motion, \$186,625, which is \$4,000 greater than the claimed statutory amount, is used in the calculation. Otherwise, there is a remaining judicial lien of \$2,568.18.

In contrast, using the Appraisal value (as opposed to the Auditor’s Value), the Court’s calculation of the asserted impairment under § 522(f)(2)(A) reveals that Chase’s judicial lien is not avoidable. Again, using the local form motion template, the calculation with the Appraisal value and the correct Homestead Exemption is as follows (changed figures in **bold type**):

a. Amount of judicial lien	\$29,224.90
b. Amount of all other liens	\$151,636.82
c. Value of exemptions	\$182,625.00
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d. Total (lines a + b + c)	\$363,486.72
e. Value of the Debtor's interest in the Property	\$395,000.00
f. Extent of exemption impairment (line d - line e)	(\$31,513.28)
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g. Amount of lien that remains on property (line a – line f):	\$29,224.90⁹

Therefore, based on the Appraisal value and the correct statutory Homestead Exemption (as claimed by Debtor in his Schedule C), the foregoing updated calculation shows that none of Chase’s judicial lien is avoidable pursuant to § 522(f)(2)(A).

IV. Conclusion

Accordingly, for the foregoing reasons, the Motion (Doc. 25) is hereby **DENIED**. Further, it appears the proposed Plan cannot be confirmed and will need to be amended because it states

⁹ Paragraph 10 of the local form motion explains that if “line f is less than line a (i.e. line g is greater than \$0), only a portion of the judicial lien may be avoided (line f) and the judicial lien remains on the property to the extent of line g.” In this case, the actual amount of line a – line f is \$60,738.18 (\$29,224.90 minus -\$31,513.28). Thus, from a mathematical standpoint the “other liens” (line b) would have to increase, the Property value (line e) would have to decrease, or there would have to be some combination of both, that reduced the delta by more than \$31,513.28 before the first \$.01 of Chase’s judicial lien of \$29,224.90 would begin to be avoided. And those same amounts would have to increase or decrease, in the aggregate, by \$60,738.18 in order for Chase’s judicial lien to be fully avoided. Chase, however, can only have a judicial lien for the amount owed and this is why the amount listed in line g above is \$29,224.90, not \$60,738.18.

that Chase's judicial lien is to be avoided pursuant to 11 U.S.C. § 522(f) as impairing the homestead exemption. Plan at 6, ¶ 5.4.2.¹⁰

IT IS SO ORDERED.

Copies to:

Default List Plus Additional Parties

JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A., c/o National Bankruptcy Services, LLC, P.O. Box 9013, Addison, Texas 75001

¹⁰ Although Chase has a judicial lien according to the Motion, Chase filed a non-priority unsecured proof of claim on June 10, 2025, based on a credit card account. POC 4-1. Under the proposed Plan allowed non-priority unsecured claims would not be paid. Plan at 1, ¶ 2.2.