

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

IN RE:

In Proceedings  
Under Chapter 7

ROBERT K. JONES

Case No. 03-42215

Debtor(s).

OPINION

On March 30, 2004, the Court conducted an evidentiary hearing to establish the value of the debtor's real estate for purposes of the debtor's motion to avoid the judicial lien of Bank of Marion on that property. The Court found the value of the real estate to be \$14,500.00. Having made this determination, the Court must apply the formula of § 522(f)(2)(A) to consider the extent to which the Bank's lien impairs the debtor's exemption in the subject property.

Section 522(f)(2)(A) provides:

[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.

11 U.S.C. § 522(f)(2)(A) (emphasis added).

As stated in the Court's previous order entered February 13, 2004, the debtor owns the property in joint tenancy with his non-debtor spouse. The amount of the Bank's lien on the debtor's property is

\$11,322.55, and the amount of the exemption to which the debtor would be entitled but for the Bank's lien is \$7,500.00. Applying the formula of § 522(f)(2)(A), the Bank's lien will be found to impair the debtor's exemption to the extent the sum of these two amounts exceeds the value of the debtor's interest in the subject property.

Because the property is owned in joint tenancy, the debtor and the Bank disagree concerning whether the "value [of] the debtor's interest" in property consists of the debtor's undivided interest in the property as a whole (\$14,500.00) or whether the debtor's "interest in property" as a joint tenant equals one-half of the total value of the property (\$7,250.00). Under the facts of this case, however, it makes no difference. The sum of the Bank's judicial lien of \$11,322.55 and the debtor's exemption of \$7,500.00 equals \$18,822.55. Thus, whether the debtor's interest in the property is \$14,500.00, as the Bank contends, or \$7,250.00, as the debtor contends, the sum of \$18,822.55 exceeds the value of the debtor's "interest in property" in any event. The Bank's lien, therefore, impairs the debtor's exemption and must be avoided in its entirety.

For the reasons stated, the Court hereby finds in favor of the debtor and against the Bank on the debtor's motion to avoid the Bank's judicial lien under § 522(f).

SEE WRITTEN ORDER.

ENTERED: April 22, 2004

/s/ Kenneth J. Meyers  
UNITED STATES BANKRUPTCY JUDGE