

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF KANSAS**

<b>IN RE:</b>	)	
	)	
<b>MONTY L. BALL,</b>	)	<b>Case No. 01-12954</b>
<b>DIXIE R. BALL,</b>	)	<b>Chapter 7</b>
	)	
<b>Debtors.</b>	)	
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	)	
<b>J. MICHAEL MORRIS, Trustee,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Adversary No. 01-5148</b>
	)	
<b>GENERAL MOTORS ACCEPTANCE</b>	)	
<b>CORPORATION, MONTY L. BALL</b>	)	
<b>and DIXIE R. BALL,</b>	)	
	)	
<b>Defendants.</b>	)	
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**JUDGMENT ON DECISION**

This is an adversary proceeding pursuant to 11 U.S.C. § 547<sup>1</sup> to avoid General Motors Acceptance Corporation’s (“GMAC”) lien in the debtors’ 2000 Chevrolet Tahoe. The Trustee contends that perfection of GMAC’s lien in the debtors’ vehicle constitutes a preference under § 547(b) and is avoidable.

After careful consideration of the parties’ submissions, the Court concludes that this multi-state transaction falls within KAN STAT ANN § 84-9-103(2)(C)(1996) and that GMAC became perfected under Oklahoma law no later than May 24, 2000, when it delivered the required documents and fee

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<sup>1</sup> All statutory references are to the Bankruptcy Code, 11 U.S.C. § 101, et seq. unless otherwise specified.

to the motor license agent and received a lien receipt. GMAC thereafter continuously re-perfected under KAN. STAT. ANN. § 84-9-103(1)(d) and KAN. STAT. ANN. § 84-9-302(3)(c) within four months when Kansas issued a certificate of title noting GMAC's lien thereon. Accordingly, GMAC perfected its lien within the twenty-day safe harbor provision of § 547(c)(3).<sup>2</sup> The Court holds that the trustee may not avoid and preserve GMAC's lien in the debtors' vehicle.

IT IS THEREFORE ORDERED THAT judgment should be entered for General Motors Acceptance Corporation on the trustee's preference complaint.

Dated this 7<sup>th</sup> day of August, 2002.

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ROBERT E. NUGENT, BANKRUPTCY JUDGE  
UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS

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<sup>2</sup> The parties stipulated that the vehicle was purchased on May 13, 2000 and arrived in Kansas on May 19 or May 20.

## CERTIFICATE OF SERVICE

The undersigned certifies that copies of the **Judgment on Decision** were deposited in the United States mail, postage prepaid on this 7<sup>th</sup> day of August, 2002, to the following:

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