

Signed: May 23, 2008

SO ORDERED



ROBERT A. GORDON
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

IN RE:	*	
SCOTT ADAM LOCKWOOD	*	Case No. 04-31689-RAG
Debtor	*	Chapter 13
* * * * *	*	
BELMONT CONDOMINIUM	*	
Movant	*	
v.	*	
SCOTT LOCKWOOD	*	Motion dkt. no. 33
Debtor-Respondent	*	
* * * * *	*	

**ORDER DENYING CONSENT ORDER
MODIFYING STAY WITHOUT PREJUDICE**

Before the Court is the Consent Order Modifying Automatic Stay (Consent Order) submitted by the Movant, Belmont Condominium, and the Debtor, Scott Lockwood. This is the second consent order submitted by the Parties that attempts to secure the modification of the automatic stay. The first was denied after a hearing on April 11, 2008. Neither the Movant nor the Debtor appeared at that hearing. The hearing's intended purpose was to give the undersigned

an opportunity to identify for the Parties' benefit the deficiencies evident in the original consent order as drafted. Among other things, these included the lack of a clearly expressed cure provision, the lack of clarity as to whether the Debtor's attorney had participated in the settlement negotiations, and the inclusion of a term that in the event of default would have allowed the Movant to exercise collection rights without limitation against property of the estate other than the particular real estate against which it holds inchoate lien rights and against the Debtor personally, presumably by garnishment of income. As the Movant did not appear to defend its handiwork, the deficiencies were set forth on the record and the original consent order was denied.

While incrementally improved, the Consent Order now before the Court continues to offend. In pertinent part, it states that the stay shall be "modified so as to permit the Movant to proceed against the Debtor and the real property of the Debtor ... to the fullest extent allowed by law to collect all outstanding assessments". The Court will not authorize a single creditor to proceed without limitation against the Debtor individually and against property (other than the real property as to which it has lien rights) that might be property of the estate. And the foregoing language can easily be read to permit that level of entitlement in the event of default. In short, and as was stated at the hearing, to allow that result might compromise the rights of other innocent creditors who are relying upon the terms of the Debtor's confirmed plan and its funding source. There may be a good reason for granting this type of relief in the future but it will not be granted at present especially in view of the Movant's lien rights. In the event of default under any subsequent consent order, the Movant will be permitted to exercise any and all rights that it has available as to the subject real estate and may also obtain a judgment against the

Debtor personally for his failure to pay his postpetition obligations. However, the Movant may not proceed to collect from other property of the estate, including, *inter alia*, obtaining a lien against any other real or personal property or garnishing Debtor's wages, without first obtaining further authorization from this Court.

Accordingly, it is therefore, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Consent Order Modifying Stay is denied without prejudice.

cc: Debtor/Respondent - Scott A. Lockwood, *pro se*
Movant's Counsel - Craig B. Zaller, Esquire
Trustee - Gerard R. Vetter

END OF ORDER