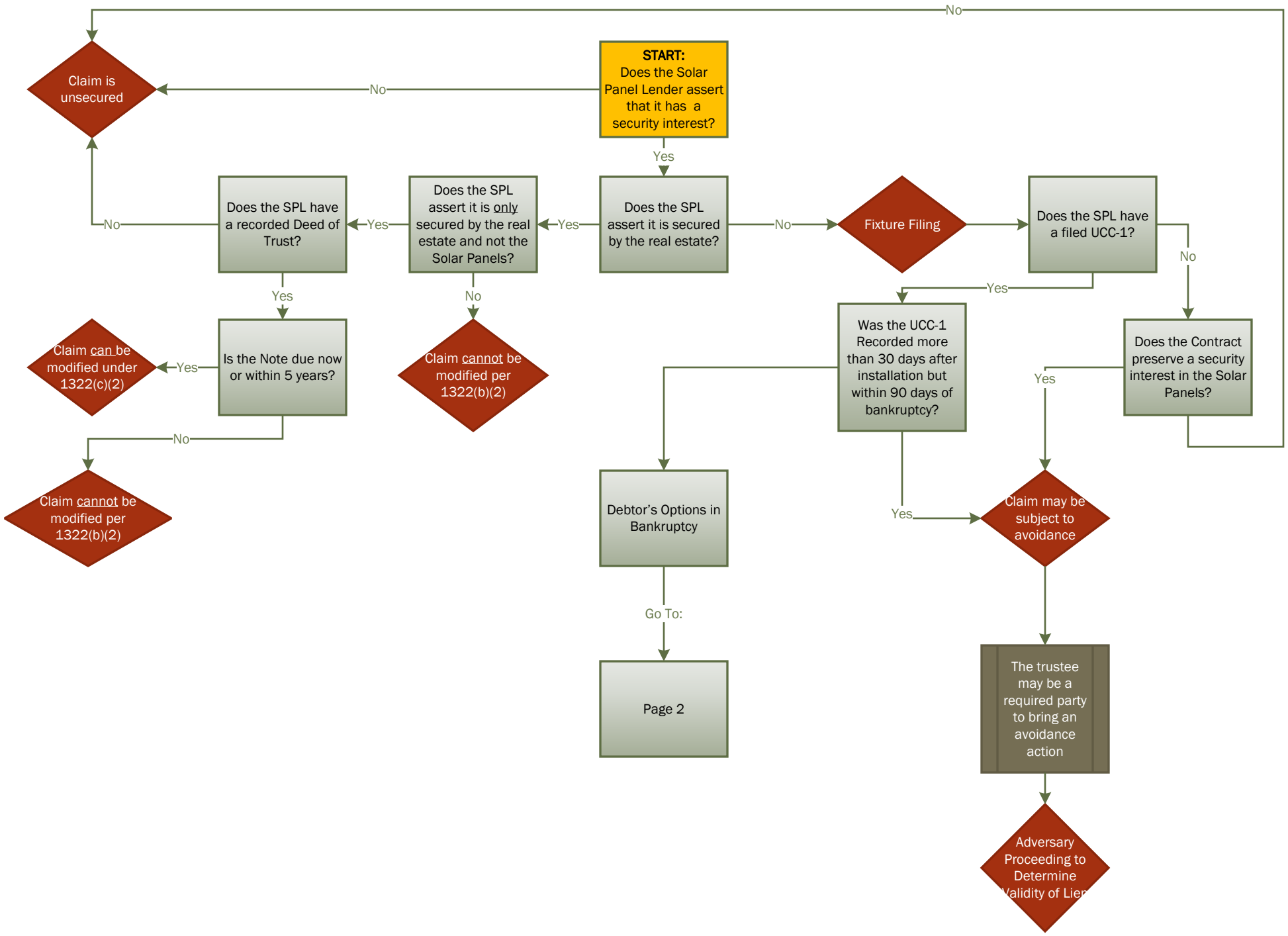
START:
Does the Solar Panel Lender assert that it has a security interest?
No
Claim is unsecured
Yes
Does the SPL assert it is secured by the real estate?
Yes
Does the SPL assert it is only secured by the real estate and not the Solar Panels?
Yes
Does the SPL have a recorded Deed of Trust?
No
Claim is unsecured
Yes
Is the Note due now or within 5 years?
Yes
Claim can be modified under 1322(c)(2)
No
Claim cannot be modified per 1322(b)(2)
No
Claim cannot be modified per 1322(b)(2)
No
Fixture Filing
Does the SPL have a filed UCC-1?
Yes
Was the UCC-1 Recorded more than 30 days after installation but within 90 days of bankruptcy?
Yes
Claim may be subject to avoidance
The trustee may be a required party to bring an avoidance action
Adversary Proceeding to Determine Validity of Lien
No
Does the Contract preserve a security interest in the Solar Panels?
Yes
Debtor's Options in Bankruptcy
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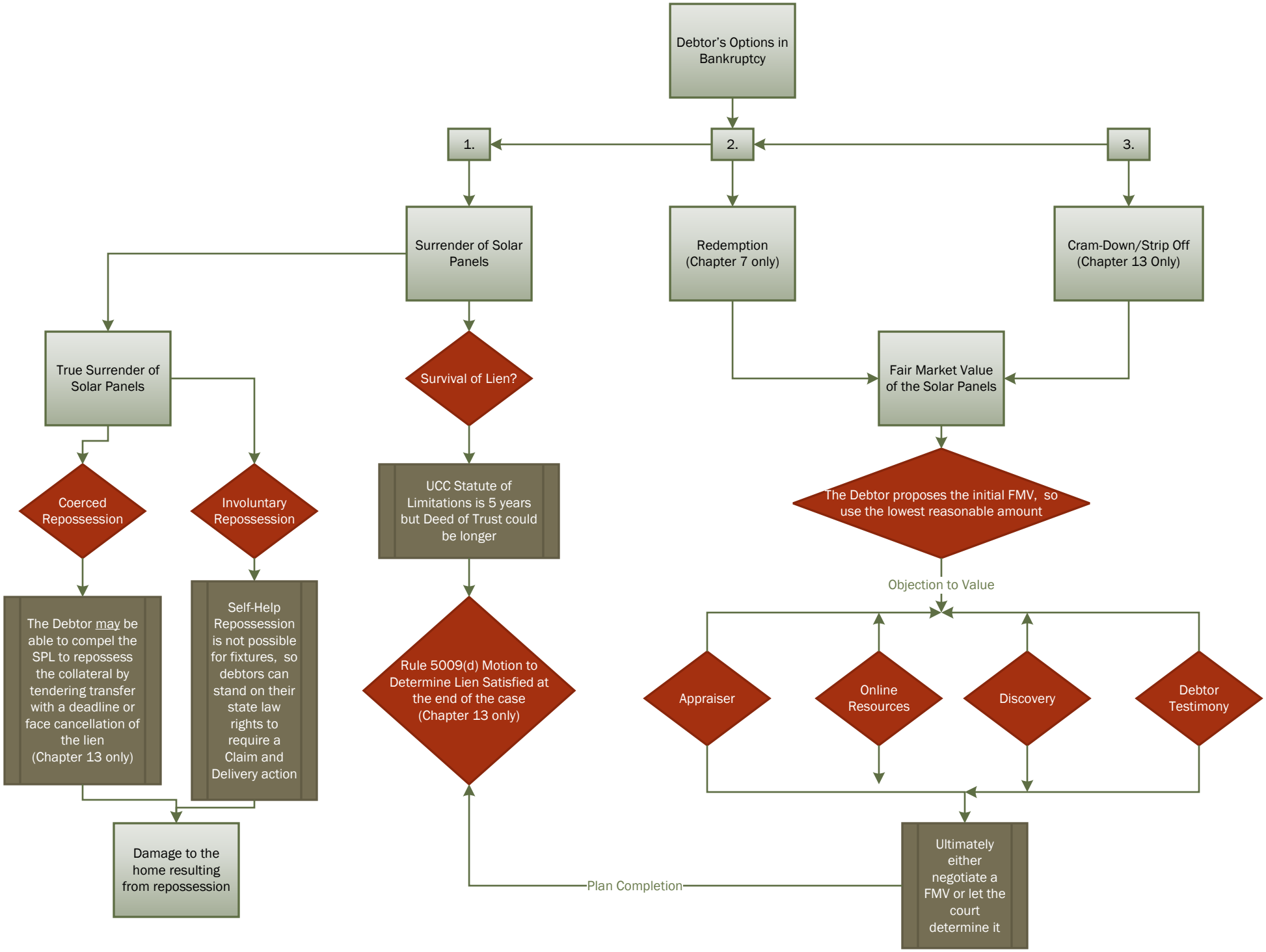
Debtor's Options in Bankruptcy
1.
2.
3.
Surrender of Solar Panels
Redemption (Chapter 7 only)
Cram-Down/Strip Off (Chapter 13 Only)
True Surrender of Solar Panels
Survival of Lien?
Fair Market Value of the Solar Panels
Coerced Repossession
Involuntary Repossession
UCC Statute of Limitations is 5 years but Deed of Trust could be longer
The Debtor proposes the initial FMV, so use the lowest reasonable amount
Objection to Value
The Debtor may be able to compel the SPL to repossess the collateral by tendering transfer with a deadline or face cancellation of the lien (Chapter 13 only)
Self-Help Repossession is not possible for fixtures, so debtors can stand on their state law rights to require a Claim and Delivery action
Rule 5009(d) Motion to Determine Lien Satisfied at the end of the case (Chapter 13 only)
Appraiser
Online Resources
Discovery
Debtor Testimony
Damage to the home resulting from repossession
Plan Completion
Ultimately either negotiate a FMV or let the court determine it