

ENTERED ON DOCKET
JUL 28 2006

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	CHAPTER 7
)	
STARLETTA M. OVERTON)	CASE NO. 06-64325-MHM
)	
Debtor)	

)	
STARLETTA M. OVERTON)	
)	
Movant)	
v.)	CONTESTED MATTER
)	
BORAL BRICKS, INC.; HUGO AMAYA d/b/a)	
KASAH MASONRY; SHEILA CHATHAM)	
d/b/a CHATHAM ELECTRIC)	
)	
Respondents)	

ORDER DENYING MOTIONS TO AVOID LIENS

On July 18, 2006, Debtor filed three motions to avoid liens, in which Debtor seeks to avoid the Mechanic's and Materialman's liens of Boral Bricks, Inc.; Hugo Amaya d/b/a Kasah Masonry; and Sheila Chatham d/b/a Chatham Electric, pursuant to §522.

Pursuant to 11 U.S.C. §522(f), if a lien impairs an exemption to which Debtor would have been entitled, Debtor may avoid either of two types of liens: (1) a judicial lien; or (2) a nonpossessory, nonpurchase-money security interest. Pursuant to 11 U.S.C. §101(36), "judicial lien" means "lien obtained by judgment, levy, sequestration, or other legal or equitable process or proceeding[.]" A Mechanic's or Materialman's lien is a

statutory lien within the meaning of §101(53). *Opportunities Industrialization Center of Atlanta, Inc. v. T & B-Scottdale Contractors, Inc.*, 26 B.R. 394 (Bankr. N.D. Ga. 1983) (J. Drake). *See also* O.C.G.A. §44-14-360 *et seq.* Section 101(51) defines "security interest" to mean "lien created by an agreement[.]" Respondents' liens were not obtained by agreement with Debtor. Therefore, the liens which Debtor seeks to avoid are not liens avoidable pursuant to 11 U.S.C. §522(f). Accordingly, it is hereby

ORDERED that Debtor's motion to avoid lien is DENIED.

The Clerk is directed to serve this Order upon Debtor, counsel for Debtor, Respondents, counsel for Respondents, and the Chapter 7 Trustee.

IT IS SO ORDERED, this the 27th day of July, 2006.



MARGARET H. MURPHY
UNITED STATES BANKRUPTCY JUDGE