

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Newport News Division

In re:)	Case No. 08-50775-FJS
MICHAEL D. VICK,)	Chapter 11
Reorganized Debtor.)	

MOTION FOR AN EXPEDITED HEARING

Michael D. Vick ("Reorganized Debtor"), by counsel, moves the United States Bankruptcy Court for the Eastern District of Virginia, Newport News Division ("Bankruptcy Court"), for the entry of an order scheduling an expedited hearing on the motion for an order compelling Royal Bank of Canada to release its judgment ("Release Motion") previously filed by the Reorganized Debtor. In the Release Motion, the Reorganized Debtor seeks the entry of an order from the Bankruptcy Court directing Royal Bank of Canada to release its pre-petition judgment. In support of this motion for an expedited hearing, Ms. Chadbourn states as follows:

1. The Reorganized Debtor purchased real property ("Property") after the confirmation of his plan or reorganization ("Plan"). He now has entered into a contract to sell the Property.

2. Pre-petition, Royal Bank of Canada ("RBC") obtained a judgment against the Reorganized Debtor, which RBC recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, VA.

Paul K. Campsen, Esq. (VSB No. 18133)
Dennis T. Lewandowski, Esq. (VSB No. 22232)
Kaufman & Canoles, a professional corporation
150 West Main Street, Suite 2100
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(757) 624-3000 – Telephone
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Counsel for Michael D. Vick

3. Pursuant to the confirmed Plan, RBC waived the judgment in exchange for payment of its claim under the Liquidating Trust.

4. RBC acknowledges that its judgment does not attach to the Property, but is unwilling to release the judgment as it relates to the Property.

5. The purchaser of the Property will not close on the sale of the Property unless the judgment is released because the purchaser's title company will not insure title.

6. Unless RBC releases the judgment against the Property, the Reorganized Debtor will not be able to perform his duties under the sales contract. The original closing date was September 30, 2014. This was extended to November 30, 2014.

7. After weeks of negotiations with RBC, RBC recently stated that it will not release the judgment even though it recognizes that the judgment does not attach to the Property.

8. The Reorganized Debtor requests an expedited hearing on the Release Motion prior to the November 30, 2014 closing date for the sale of the Property.


9. The facts set forth above support the Reorganized Debtor's request for an expedited hearing on the Release Motion and a certification in compliance with Local Bankruptcy Rule 9013-1(N) is attached as Exhibit 1.

10. A proposed order granting the relief sought, with space left for the Bankruptcy Court to enter an appropriate hearing time and date, is attached as Exhibit 2.

WHEREFORE Michael D. Vick moves the Bankruptcy Court to enter the attached order, schedule an expedited hearing on the Release Motion, and for such other and further relief as the Bankruptcy Court deems necessary and appropriate.

Date: November 10, 2014

MICHAEL D. VICK

By: 
/s/ Paul K. Campsen
Of Counsel

Paul K. Campsen, Esq. (VSB No. 18133)
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dtlewand@kaufcan.com
Counsel for Michael D. Vick

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of November, 2014, a true copy of the foregoing pleading is being filed with the Bankruptcy Court's Electronic Case Filing System, which will send a Notice of Electronic Filing (NEF) to all creditors and parties-in-interest who are included in the Bankruptcy Court's ECF e-mail notification system, and is also being sent by U.S. Mail, postage prepaid and e-mail, to the parties listed on the attached **Schedule 1**.

/s/ Paul K. Campsen



SCHEDULE 1

Kenneth N. Whitehurst, III, Esq.
Office of the United States Trustee
200 Granby Street
Room 625, Federal Building
Norfolk, Virginia 23510
kenneth.n.whitehurst@usdoj.gov

Royal Bank of Canada
c/o Lisa P. Sumner, Esq.
Poyner & Spruill LLP
301 Fayetteville Street, Suite 1900
Raleigh, NC 27601
psumner@poynerspruill.com

Royal Bank of Canada
c/o Ralph DeSena, Esq.
Managing Director & Senior Counsel
Three World Financial Center
200 Vesey Street
New York, NY 10281-8098
ralph.desena@rbccm.com

Royal Bank of Canada
c/o Peter G. Zemanian, Esq.
223 E. City Hall Avenue, Suite 201
Norfolk, VA 23510
pete@zemanianlaw.com

EXHIBIT 1

theJasmineBRAND.com

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/s/ Paul K. Campsen



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EXHIBIT 2

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Newport News Division

In re:) Case No. 08-50775-FJS
MICHAEL D. VICK,)
Reorganized Debtor.) Chapter 11
)

ORDER

Michael D. Vick, by counsel, appeared before the United States Bankruptcy Court for the Eastern District of Virginia, Newport News Division ("**Bankruptcy Court**"), on his motion for expedited hearing ("**Expedited Hearing Motion**") in which he sought an expedited hearing on his motion for an order compelling Royal Bank of Canada to release its judgment ("**Release Motion**"), which he previously filed with the Bankruptcy Court.

It appearing to the Bankruptcy Court, and the Bankruptcy Court finds, that good cause exists for granting the Expedited Hearing Motion.

It is, therefore, **ADJUDGED, ORDERED** and **DECREED** that the request of Michael D. Vick for an expedited hearing on the Release Motion be, and is, granted and shall occur on _____, 2014 at ____m. in Courtroom ____ of the Bankruptcy Court located at 2400 West Avenue, Newport News, VA 23607.

It is further **ADJUDGED, ORDERED** and **DECREED** that after entry of this order copies of the order shall be sent by the Clerk to:

Paul K. Campsen, Esq. (VSB No. 18133)
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(757) 624-3169 – Facsimile
Counsel for Michael D. Vick

Paul K. Campsen, Esq.
Dennis T. Lewandowski, Esq.
Kaufman & Canoles, a professional corporation
P.O. Box 3037
Norfolk, VA 23514

Office of the United States Trustee
Room 625, Federal Building
200 Granby St.
Norfolk, VA 23510

Dated: November ___, 2014

United States Bankruptcy Court Judge

Entered on Docket: _____

I ASK FOR THIS

/s/ Paul K. Campsen
Paul K. Campsen, Esq. (VSB No. 18133)
Dennis T. Lewandowski, Esq. (VSB No. 22232)
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dtlewand@kaufcan.com
Counsel for Michael D. Vick

CERTIFICATE

Pursuant to L.R. 9022-1(C)(2) of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia, I certify that the proposed order has been served upon all necessary parties this 10th day of November, 2014.

/s/ Paul K. Campsen

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Newport News Division

In re:)	Case No. 08-50775-FJS
MICHAEL D. VICK,)	Chapter 11
Reorganized Debtor.)	
)	
)	

**NOTICE OF MOTION FOR AN ORDER
COMPELLING ROYAL BANK OF CANADA TO RELEASE ITS JUDGMENT**

Michael D. Vick, by counsel, has filed a motion for an order compelling Royal Bank of Canada to release its judgment ("**Motion**") (ECF Docket No. 1082) with the United States Bankruptcy Court for the Eastern District of Virginia, Newport News Division ("**Bankruptcy Court**"). In the Motion, he seeks the entry of an order directing Royal Bank of Canada to release a pre-petition judgment.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the Bankruptcy Court to grant the relief sought in the Motion, or if you want the Bankruptcy Court to consider your views on the Motion, then no later than three (3) days before the date of the hearing, you or your attorney must:

- File with the Bankruptcy Court, at the address shown below, a written response pursuant to Local Bankruptcy Rule 9013-1(H). If you mail your response to the Bankruptcy Court for filing, you must mail it early enough so the Bankruptcy Court will receive it on or before the date stated above.

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Counsel for Michael D. Vick

William C. Redden, Clerk
United States Bankruptcy Court
Eastern District of Virginia, Norfolk Division
600 Granby Street, Room 400
Norfolk, VA 23510-1915

You must also mail a copy to:

Paul K. Campsen, Esq.
Kaufman & Canoles, a professional corporation
P.O. Box 3037
Norfolk, VA 23514


Office of the United States Trustee
Room 625, Federal Building
200 Granby St.
Norfolk, VA 23510

- Attend a hearing to be scheduled at a later date. You will receive a separate notice of hearing, if a hearing is scheduled. **If no timely response has been filed opposing the relief requested, the Bankruptcy Court may grant the relief without holding a hearing.**

If you or your attorney do not take these steps, the Bankruptcy Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Date: November 10, 2014

MICHAEL D. VICK

By: 
/s/ Paul K. Campsen
Of Counsel

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/s/ Paul K. Campsen



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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Newport News Division**

In re:)	Case No. 08-50775-FJS
)	
MICHAEL D. VICK,)	Chapter 11
)	
Reorganized Debtor.)	
)	

**MOTION FOR AN ORDER COMPELLING
ROYAL BANK OF CANADA TO RELEASE ITS JUDGMENT**

Michael D. Vick, the reorganized debtor ("**Reorganized Debtor**"), by counsel, files this motion ("**Motion**") seeking the entry of for an order compelling Royal Bank of Canada ("**RBC**") to release its pre-petition judgment. In support of the Motion, the Reorganized Debtor represents as follows:

JURISDICTION

1. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper pursuant to 28 U.S.C. § 1409.
3. The statutory basis for the relief requested is 11 U.S.C. §§ 105(a) and 1142 and the Federal Rules of Bankruptcy Procedure (collectively, the "**Rules**" and individually, a "**Rule**").

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Counsel for Michael D. Vick

BACKGROUND

4. On July 7, 2008 ("**Petition Date**"), the Reorganized Debtor, then the debtor¹, filed in the United States Bankruptcy Court for the Eastern District of Virginia, Newport News Division ("**Bankruptcy Court**"), a petition for relief under Chapter 11 of Title 11 of the United States Code.

5. The Reorganized Debtor remained in possession and control of his assets and affairs pursuant to 11 U.S.C. § 1107(a) and § 1108.

6. The Reorganized Debtor was eligible for relief under 11 U.S.C. § 109 on the Petition Date.

7. On July 2, 2009, the Reorganized Debtor filed his third amended plan of reorganization ("**Plan**") (Docket No. 702), which he modified on July 7, 2009 (Docket No. 709) and July 30, 2009 (Docket Nos. 744 and 745).

8. On July 2, 2009, he filed his third amended disclosure statement ("**Disclosure Statement**") (Docket No. 703), which he modified on July 30, 2009 (Docket Nos. 746 and 747).

9. Notice of the hearing on the Disclosure Statement was sent to all necessary parties on July 2, 2009 (Docket No. 704). The notice was timely and adequate in all respects.

10. On July 31, 2009, the Bankruptcy Court approved the Disclosure Statement and set a hearing on the confirmation of the Plan ("**Confirmation Hearing**").

11. On August 6, 2009, pursuant to: (a) the terms of the order approving disclosure statement and fixing hearing on confirmation and times for filing objections to confirmation and acceptances or rejections of plan entered on August 31, 2009 (Docket No. 749) ("**Disclosure Statement Order**"); and (b) § 1125 of the Bankruptcy Code, the Reorganized Debtor solicited

¹ Throughout the remainder of this pleading for simplicity purposes, references to the Reorganized Debtor in time periods prior to the confirmation of his plan are references to him in his capacity as a debtor.

acceptance of the Plan. In accordance with the Disclosure Statement Order, a ballot was transmitted to each holder of a claim in the classes eligible to vote.

12. On August 25, 2009, in accordance with Local Rule 3016-1(D), the Reorganized Debtor filed a summary of ballots with the Bankruptcy Court ("**Ballot Summary**") (Docket No. 790). As delineated on the Ballot Summary, and as represented at the confirmation hearing, the Plan was accepted by all the classes of creditors whose acceptances are required by law.

13. Objections to the Plan were filed by Old Point National Bank ("**Old Point**"), the IRS and the Department of Labor. The objections were resolved prior to the Confirmation Hearing. Objections by the Bank of America and the Official Committee of Unsecured Creditors were resolved prior to the deadline for filing objections to the Plan.

14. Proper notice of the Confirmation Hearing, the Plan and the payment provisions under the Plan were provided to all creditors and parties in interest as required by the Disclosure Statement Order. The notice was adequate and sufficient under the Bankruptcy Code and the Bankruptcy Rules, including but not limited to 11 U.S.C. § 1128, Bankruptcy Rules 2002(b), 3017 and 3020(b) and other applicable law and rules.

15. Votes to accept and reject the Plan were solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and all other applicable rules, laws and regulations.

16. The Plan complied with the applicable provisions of the Bankruptcy Code and satisfied § 1129(a)(1) of the Bankruptcy Code.

17. On August 27, 2009, the Bankruptcy Court conducted a hearing on the confirmation of the Plan. At the conclusion of the confirmation hearing, the Bankruptcy Court

approved the Plan. An order confirming the Plan ("**Confirmation Order**") was entered on the Bankruptcy Court's docket on October 28, 2009. (Docket No. 821).

18. The Plan provided that the Reorganized Debtor would fund the Plan by contributing various assets that he owned, plus a defined percentage of his future income for a specific period. The contributed assets would be transferred to a Liquidating Trust established by the Plan, which would then liquidate and distribute then to the creditors as provided in the Plan. The Reorganized Debtor retained some assets. However, the Haywagon Trial property in Hampton, VA is the sole real estate retained by the Reorganized Debtor. The Reorganized Debtor retained no real estate in Suffolk. All other real estate owned by the Reorganized Debtor pre-petition was either foreclosed by the secured creditor or transferred to the Liquidating Trust.

19. Among other things, the Reorganized Debtor agreed to contribute the income he earned in calendar years 2010 through 2014 to the Liquidating Trust to be distributed in accordance with the Plan. In the event less than 80% of the unsecured debt remained unpaid at the end of calendar year 2014, then the Reorganized Debtor agreed to contribute to the Plan a portion of his income from 2015.

20. As of September 30, 2014, the Reorganized Debtor had contributed in excess of \$15,000,000 to the Liquidating Trust. The total unsecured debt is approximately \$17,800,000. Eighty percent of the allowed unsecured claims totals approximately \$14,300,000. As a result, the Reorganized Debtor has paid approximately 84% of the allowed unsecured claims and calendar year 2014 will be the final year that he will be required to contribute any of his income to the Plan. The Debtor will be eligible for a discharge after he makes his last contribution to the Plan in early 2015.

PLAN PROVISIONS

21. Pre-petition three creditors, including RBC, obtained judgments against the Reorganized Debtor and recorded the judgments in Suffolk, Virginia in order to perfect a lien on real property owned by the Reorganized Debtor in Suffolk, Virginia. RBC obtained its judgment on May 7, 2008, which it docketed on May 12, 2008 in the Circuit Court of the City of Suffolk, VA, for \$2,421,170.90 ("**RBC Judgment**").

22. Article IV, paragraph 4.3(b) of the Plan provides that:

Upon the confirmation of the Plan, . . . Royal Bank of Canada . . . will have voluntarily waived, or will voluntary [sic] waive, their respective liens against all Plan Assets and Retained Assets, and shall be treated as Allowed Class 3 Claim . . .

The Plan was confirmed and, as a result, RBC waived the lien of the RBC Judgment on pre-petition assets.

23. Class 3 Claims are the claims of the general unsecured creditors and they are paid by the Liquidating Trustee on a pro rata basis as provided in the Liquidating Trust Agreement and sections 5.2 and 5.3 of the Plan.

24. Sections 5.2 and 5.3 of the Plan provide for the establishment of a Liquidating Trust. The Liquidating Trust is funded by the Trust Assets, as this term is defined in the Disclosure Statement. The Trust Assets include, among other things, the Reorganized Debtor's post-confirmation income contributions. Class 3 creditors, including RBC, will be paid exclusively from the Liquidating Trust.

25. Pursuant to paragraph 15 of the Confirmation Order, all Holders of Claims, including RBC, are bound by the Plan. In other words, their only source of payment is the payment provided for in the Plan.

26. RBC is a Class 3 creditor and only entitled to payment as a Class 3 creditor, which is from the proceeds of the Liquidating Trust.

POST-PETITION PROPERTY

27. By a deed of bargain and sale made May 15, 2014, the Reorganized Debtor purchased real property identified as 5202 Commodore Bluff, Suffolk, Virginia ("**Property**").

28. On August 21, 2014, the Reorganized Debtor entered into a contract to sell the Property. The original closing date on the sale of the Property was September 30, 2014.

29. Prior to closing on the sale of the Property, the title company refused to insure title to the Property because it concluded, wrongly, that the RBC Judgment attached to the Property. The title company has maintained this position even after reviewing the Disclosure Statement, Plan and Confirmation Order. A copy of the commitment for title insurance is attached as **Exhibit 1**. Schedule B of the commitment sets forth the requirements to obtain a policy. Paragraph 4(c) of Schedule B requires the release of, among others, the RBC Judgment.

30. As a result of the above, closing on the sale was postponed until November 30, 2014 to obtain a release of the RBC Judgment. Upon request, the other two judgment holders agreed to release and have released their judgments. Only the RBC Judgment remains unreleased.

31. Thereafter, counsel for the Reorganized Debtor engaged in extensive e mail correspondence with RBC's in-house counsel over nearly a four-week period attempting to convince RBC to release the RBC Judgment. The efforts were unsuccessful.

32. Finally on November 7, 2014, RBC's counsel, by email, stated:

Paul, I understand, and I agree with you that the lien never attached to the property he is trying to sell. But I don't know enough about any property he may have in the county, or the effect that signing the release would have on the bank's ability to pursue any shortfall . . .

The full text of the email is attached as Exhibit 2.

33. RBC's counsel's concerns are unfounded. Under the Plan terms, the Reorganized Debtor waived the RBC Judgment. As a result, the RBC Judgment did not attached (pre-petition) to other property "he may have in the county." Moreover, as noted above, the Plan provides that RBC waived the RBC Judgment. RBC can only be paid under the Plan. Pursuant to the Plan, the Reorganized Debtor will receive a discharge and RBC will have no "ability to pursue a shortfall".

34. As a result of RBC's position, the Reorganized Debtor is unable to sell the Property.

RELIEF SOUGHT

35. The Plan and Confirmation Order provide that RBC exchanged the RBC Judgment for treatment as a Class 3 creditor. RBC waived the RBC Judgment.

36. As a matter of law, the RBC Judgment does not attach to property acquired by the Debtor post-petition, including the Property. RBC has acknowledged this.

37. The Reorganized Debtor is unable to transfer the Property because the RBC Judgment has not been released of record. The Reorganized Debtor must obtain the release of the RBC Judgment or risk breaching his contract to sell the Property by the November 30, 2014 closing date.

38. Paragraph 18 of the Confirmation Order provides that the Bankruptcy Court retains jurisdiction to address matters set forth in Article XI of the Plan, which, among other things, includes resolution any disputes related to the implementation, execution, consummation, or interpretation of the Plan. See ¶ 18(d). It also enables the Bankruptcy Court to issue such orders in and of the consummation of the Plan and Confirmation Order.

39. The Reorganized Debtor seeks the entry of an order directing RBC to release the RBC Judgment to enable the Reorganized Debtor to consummate the sale of the Property.

WAIVER OF MEMORANDUM OF LAW

40. As the issues presented are not novel or unique, it is requested that the requirements set forth under Local Rule 9013-1(H)(2) requiring a memorandum of law be waived and that the Bankruptcy Court deem the contents of this Motion to be sufficient for purposes of satisfying the memorandum of law requirement.

WHEREFORE, the Reorganized Debtor respectfully requests that the Bankruptcy Court enter an order (i) directing RBC to release the RBC Judgment; and (ii) granting the Reorganized Debtor such other and further relief as is just and proper.

Date: November 10, 2014

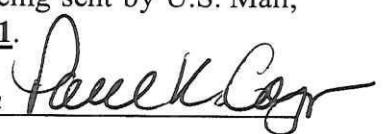
MICHAEL D. VICK

By: 
/s/ Paul K. Campsen
Of Counsel

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/s/ Paul K. Campsen 

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EXHIBIT 1

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FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. VABS14-2373

1. Effective Date: 08/27/2014 @ 8:00 AM

2. Policy or policies to be issued:	Amount
	\$489,900.00
(a) <input checked="" type="checkbox"/> ALTA Owner's Policy: (6-17-06)	
<input type="checkbox"/> Advantage Residential Owner's Policy	
<input type="checkbox"/> Advantage Express Residential Owner's Policy	

Proposed Insured: David M. Delonga

(b) ALTA Loan Policy: (6-17-06)
 ALTA Short Form Residential Loan Policy: (6-17-06)
 Advantage Residential Loan Policy
 Advantage Express Loan Policy

Proposed Insured:

(c) Other

Proposed Insured:

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Michael D. Vick

4. The land referred to in this Commitment is described as follows:

See Schedule A attached hereto and made a part hereof.

Property Address:

5202 Commodore Bluffs
Suffolk, Virginia

Countersigned:

Christina Falter
Authorized Officer or Agent
Land Title Associates, LLC

Commitment Schedule A
Form 1004-321 (Rev. 6/06)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

**SCHEDULE B
Requirements**

File No. VABS14-2373

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. General Warranty Deed from Michael D. Vick vesting fee simple title in David M. Delonga.
2. NOTE: The consort(s), if any, of the Seller(s)/Borrower(s) must join in the required instruments to release any claim of spousal interest of any kind, including, but not limited to, a claim for an elective share of an augmented estate, unless the transfer was made in good faith and each grantor received valuable consideration. In the event the instrument is an intra-family deed/deed of trust from the grantor to a family trust, or a deed/deed of trust to a business entity in which the grantor has an interest, a non-owning spouse must join in such deed/deed of trust to denote consent for such transfer.
3. Cancellation and release of record of the deed of trust from Michael D. Vick, to Phillip M. Rudisill and Brian K, Skinner Trustee(s), dated 05/16/2014, filed for record in Instrument Number 20140519000081420 , to secure \$260,400.00. Original Noteholder as stated in deed of trust is TowneBank. (NOTE: If this deed of trust is a creditline deed of trust, receipt of additional certification that the credit line account has been closed and that the checks and/or credit cards issued in connection with the account have been surrendered.)
4. Satisfaction and release of record of judgments in favor of:
 - a) Joel Enterprises, against Michael D. Vick, dated 04/04/2008 and docketed 04/18/2008 in Instrument Number 20080418100023040, in the amount of \$3,980,066.00, plus interest and costs.
 - b) 1st Source Bank, against Divine Seven LLC and Michael Vick, dated 04/30/2008 and docketed 05/05/2008 in Instrument Number 20080505100026570 in the amount of \$461,486.04, plus interest and costs.
 - c) Royal Bank of Canada against Michael Dwayne Vick, dated 05/07/2008 and docketed 05/12/2008 in Instrument Number 20080512100027770 in the amount of \$2,421,170.90, plus interest and costs.
5. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."
6. Examination of the appropriate public records in the name(s) of the Purchasers of the land to be insured and described in this title commitment, and disclosure to the Company of all United States liens thereby revealed. Unless released of record or otherwise disposed of to the satisfaction of the Company, judgments in favor of the United States will appear as exceptions in Schedule B of the final policy.

Note: The Company/approved Attorney has performed the above-required examination through the effective date of this commitment under the following name(s):

- a) David M. Delonga
- b)

Note: As of the effective date of this Commitment, NO JUDGMENTS WERE FOUND UNDER THE ABOVE-REFERENCED NAMES.

Commitment – Schedule B Section 1

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B – SECTION 1
Requirements - (continued)

7. This tax information is furnished for your information only. No liability of any nature whatsoever is hereby assumed for errors as to these figures. The closing attorney must verify these figures for the purposes of certifying title to the company, and preparing his prorations.

2014 Tax Assessment:
ACCOUNT #304829400

DESCRIPTION: Lot 16, Riverfront At Harbour View
LAND \$ 305,900.00
IMP. \$0
TOTAL \$305,900.00
ANNUAL LEVY \$1575.38 per half (paid through 2nd half 2014)

STORM WATER ASSESSMENT: \$vacant

STORM WATER FEE: PLEASE CALL PRIOR TO CLOSING (MAY NOT BE INCLUDED IN THE QUARTERLY/SEMI-ANNUAL TAX AMOUNTS)

This street address is contained in the property tax records maintained by the local government and is provided for your information only. No liability of any nature whatsoever is hereby assumed for errors contained in these records.

Street address: 5202 Commodore Bluffs

Commitment – Schedule B Section 1 -continued

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

Exhibit(s) Exhibit 1 Page 5 of 6
FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B – SECTION 2
Exceptions

File No. VABS14-2373

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Taxes and stormwater assessments for the 1st half of the year 2014/2015, a lien and subsequent years.
2. Restrictions, conditions, terms, provisions, easement, liens, assessments, developer rights, options, rights of first refusal and reservations contained in Deed Book 557, page 300-364 and amended in Deed Book 676, page 164-202, but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, national origin, marital status, sexual orientation, disability, ancestry, or source of income, as set forth in applicable state of federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
3. Any easements or servitudes appearing in the public records.
4. Matters appearing of record on the subdivision plat
5. Thirty (30) foot building setback line along front lot line and ten (10) feet along side lot lines, as shown on plat.
6. Annual and special assessments as provided in Restrictions.
7. Title to that portion of the insured premises lying below the mean high water mark and riparian and/or littoral rights of others incident to the premises.
8. Any easements, claims of easements, servitudes, discrepancies, conflict, or shortage in area or boundary lines, or any encroachment or protrusions or overlapping of improvements, whether or not appearing in the public records, which would be disclosed by an accurate survey and inspection of the premises ("Survey Matters"). This policy provides no coverage for such Survey Matters under Covered Risks 21, 22, 23 and 24."
9. Fifty (50) foot RPA BUFFER through property as shown on plat.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment – Schedule B Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

FIDELITY NATIONAL TITLE INSURANCE COMPANY
Schedule A
Legal Description

File No. VABS14-2373

ALL THAT certain lot, piece or parcel of land, lying and being situate in the Sleepy Hole Borough of the City of Suffolk, Virginia, known, numbered and designated as Lot 16, by survey, as shown on plat of survey entitled "SUBDIVISION OF PHASE 2 OF SECTION A THE RIVERFRONT AT HARBOUR VIEW SLEEPY HOLE BOROUGH-SUFFOLK, VIRGINIA", made by Jerrold W. Hutton, Land Surveyor of Rouse Sirine Associates, Ltd., said plat being recorded in Plat Cabinet 3, Slide 60-B thru Slide 61-D in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, reference to which plat of survey is here made for a complete metes and bounds description of the property hereby conveyed.

It being the same property conveyed to Michael D. Vick by deed from Kevin G. Shortt and Rhonda A. Shortt, husband and wife dated 05/15/2014, recorded 05/19/2014 in the Clerk's Office of the Circuit Court of the City of Suffolk as Instrument No. 20140519000081390.

Commitment – Schedule A

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

EXHIBIT 2

theJasmineBRAND.com

theJasmineBRAND.com

theJasmineBRAND.com

Campsen, Paul K.

From: DeSena, Ralph <Ralph.Desena@rbccm.com>
Sent: Friday, November 07, 2014 2:15 PM
To: Campsen, Paul K.
Cc: LSumner@poynerspruill.com
Subject: RE:

Paul, I understand, and I agree with you that the lien never attached to the property he is trying to sell. But I don't know enough about any other property he may have in the county, or the effect that signing the release would have on the bank's ability to pursue any shortfall following the windup of the trust (if anyone thought that was worth a candle), to feel comfortable recommending that the banker sign the release. Frankly, I think the title insurance company is putting your client through this effort for no good reason.

-----Original Message-----

From: Campsen, Paul K. [mailto:pkcampsen@kaufcan.com]
Sent: 2014, November, 07 2:06 PM
To: DeSena, Ralph
Cc: LSumner@poynerspruill.com
Subject: RE:

Ralph

I understand. I will file a motion with the court and ask the court to order the release of the lien.

To be clear, your pre-petition lien did not attach to the post-petition property and once the plan is fully performed then Mike will receive a discharge and you will not be able to collect the remainder of your debt.

You might want to discuss this with your bankruptcy counsel.

Paul

Paul K. Campsen
Kaufman & Canoles, P.C.
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Norfolk, VA 23510-1665

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