

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
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IN RE:

K.J.B. SPECIALTIES, INC.
DBA JEROME BROWN BARBECUE & WINGS,

Case No. 3:17-bk-0913-JAF
Chapter 11

Debtor.
_____ /

**MOTION BY ALLY FINANCIAL
FOR RELIEF FROM STAY OR FOR ADEQUATE PROTECTION**

Ally Financial ("Creditor"), by and through its undersigned attorney, moves the Court to grant it Relief from the Automatic Stay imposed by Section 362 of the Bankruptcy Code, or for Adequate Protection, and as grounds therefore would show:

1. The Debtor filed a Petition under Chapter 11 of the Bankruptcy Code on March 20, 2017, and this Court has jurisdiction pursuant to 11 U.S.C. Sections 101 et seq. and 28 U.S.C. Section 157(a). is the Trustee in the Case.

2. Creditor owns and holds a Contract granting it a security interest in property owned by the Debtor. A copy of the Contract is attached hereto as Exhibit A and incorporated herein by reference.

3. Creditor has perfected its security interest in the property, and its interest is superior to all other liens and interests, as evidenced by the Title Certificate attached hereto as Exhibit B and incorporated herein by reference.

4. The property which is the subject of this Motion and subject to Creditor's interest is described as: 2006 Porsche Cayenne, VIN WP1AB29P06LA62093.

5. The retail value of the property is \$12,500.00, based on the value of a motor vehicle in average condition and average mileage shown in the NADA Guide for the month of June 2017. Creditor has not inspected the property. The value of the property is diminishing by virtue of age and use.

6. The amount of the debt secured by the lien through June 23, 2017, is \$14,553.82. The

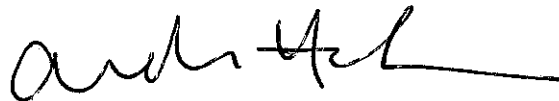
Debtor has no equity in the property. Creditor lacks adequate protection for its security interest in the property.

7. Creditor is entitled to possession of the property by the terms of the Contract. **Debtor defaulted on the Contract by failing to pay the installment due on January 21, 2017, or any installment thereafter.** The normal monthly payment due on the Contract is \$508.09.

8. The time required for a hearing on this Motion is ten (10) minutes.

WHEREFORE, Creditor, Ally Financial, respectfully requests this Court to enter an Order which modifies the Automatic Stay and permits Creditor to perfect its security interest in the property, accelerate the balance due under the Contract, take possession of, foreclose its interest in, and dispose of the property, furnish notices to Debtor regarding date of sale and proceeds of sale, pursuant to the terms of the Contract and state law, or for Adequate Protection, and for any and such other and further relief as this Court deems just and equitable.

DATED *August 1, 2017.*

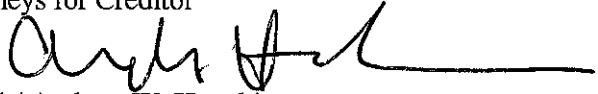


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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been served on August 1, 2017, by electronic notice if registered in the Electronic Case Filing system, otherwise by U.S. Mail to: K.J.B. Specialties, Inc., 1551 Edgewood Avenue West, Jacksonville FL 32208, Debtor, Jason A. Burgess, 1855 Mayport Road, Altantic Beach, FL 32233, Attorney for Debtor, , Office of the U.S. Trustee, 135 West Central Boulevard, Suite 620, Orlando, FL 32801, ***and to the Parties-In-Interest List-pursuant to Local Rule 1007-2.***

RUSH, MARSHALL, JONES and KELLY, P.A.
Attorneys for Creditor



By: /s/ Andrew W. Houchins.

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