

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
TACOMA DIVISION**

In re:	§	Chapter 13
	§	
George Allen Parmentier and Vickie Marie	§	Case No. 17-40889-BDL
Parmentier,	§	
	§	
Debtors.	§	
	§	
	§	

**OBJECTION TO CONFIRMATION OF DEBTORS' AMENDED CHAPTER 13
PLAN**

Bayview Loan Servicing, LLC (“Bayview”), as servicer for The Bank of New York Mellon fka The Bank of New York, as Trustee for The Certificate holders of The CWALT, Inc. Alternative Loan Trust 2006-OA12 Mortgage Pass-Through Certificates, Series 2006-OA12 (“Bank of New York Mellon”), by and through its attorneys, Weinstein & Riley, P.S., submits this objection to the Amended Chapter 13 plan proposed by Debtors George Allen Parmentier and Vickie Marie Parmentier (the “Debtors”).

1. Debtors filed a petition for relief under Chapter 13 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) on March 13, 2017. *See* Docket No. 1.

2. On May 23, 2006, Debtor Vickie Marie Parmentier borrowed \$352,000.00 from Mortgageit, Inc. (“Original Lender”) pursuant to an Adjustable Rate Note (the “Note”). A copy of the Note is attached as **Exhibit A**.

3. On May 23, 2006, Debtor executed a Deed of Trust (the “Deed”) granting Mortgage Electronic Registration System, Inc (“MERS”), as nominee for Original Lender, a security interest in the Debtor’s real property located at 3113 Maplewood Circle NE, Tacoma,

WA 98422 (the “Property”). The Deed was recorded on May 25, 2006 in Pierce County, WA. A copy of the Deed is attached as **Exhibit B**.

4. On October 6, 2011, MERS assigned the Deed to Bank of New York Mellon. A copy of the Assignment of Deed of Trust is attached as **Exhibit C**.

5. Bayview intends to file a secured proof of claim with respect to the Property in before the deadline for filing claims.

6. On March 13, 2017, Debtors filed their Chapter 13 Plan (the “Plan”). *See* Docket No. 2. Bayview objected to confirmation of the Plan on the grounds that the Note was not accelerated, the statute of limitations to enforce the Note had not expired in its entirety and the Plan did not provide for the repayment or surrender of Bank of New York Mellon’s secured claim. *See* Docket No. 15.

7. On May 22, 2017, Debtors filed their Amended Chapter 13 Plan (the “Amended Plan”). *See* Docket No. 20. The Amended Plan does not provide for repayment or surrender of the Property and alleges that the debt was accelerated and the statute of limitations has run.

8. Bayview renews its objection to Debtor’s Amended Plan. The Note was not accelerated. The Note is currently in default. The contractual due date on, or around, November 1, 2008. This date will be finalized in the filed proof of claim. Although the Note is currently delinquent, the Note has not been accelerated.

9. The statute of limitations has not expired. An agreement in writing is subject to a six-year statute of limitations. Wash. Rev. Code Ann. § 4.16.040 (West). However, on a note providing for installment payments, the statute of limitations runs against each installment from the time it becomes due. *See 4518 S. 256th, LLC v. Karen L. Gibbon, P.S.*, 195 Wash. App. 423, 434-36 (2016); *See Also Edmundson v. Bank of Am.*, 194 Wash. App. 920, 930-32 (2016). Here,

the statute of limitations would not bar enforcement of the Deed for the payments missed within the past six years.

10. Because the Note has not been accelerated and the statute of limitations will not bar enforcement of the Note entirely, the Amended Plan should provide for the repayment or surrender of the Property. Because the Amended Plan fails to do so, confirmation of the Amended Plan should be denied.

WHEREFORE, Bayview Loan Servicing, LLC, as servicer for The Bank of New York Mellon fka The Bank of New York, as Trustee for The Certificate holders of The CWALT, Inc. Alternative Loan Trust 2006-OA12 Mortgage Pass-Through Certificates, Series 2006-OA12, respectfully requests that this Honorable Court deny confirmation of the Debtors' Amended Chapter 13 Plan, and for such other relief as the Court may deem just and proper.

Dated: June 21, 2017

Respectfully Submitted,

WEINSTEIN & RILEY, P.S.

By: /s/ Daniel Ross
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Objection to Confirmation of Debtors' Amended Chapter 13 Plan was served on the following parties by electronic service via the Court's ECF filing system or by first-class mail on June 21, 2017:

Trustee via E-Filing

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