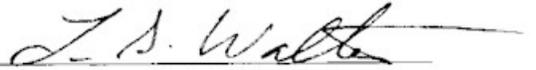


This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: July 07, 2008


Lawrence S. Walter
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON**

In re: ROBERT C. LEWIS, JR.,

Debtor

Case No. 06-33877

Judge L. S. Walter
Chapter 13

**DECISION AND ORDER DENYING THE CHAPTER 13 TRUSTEE'S OBJECTION
TO THE CLAIM OF KMC NETWORK CREDIT UNION**

The court has jurisdiction pursuant to 28 U.S.C. § 1334 and the Standing Order of Reference in this District. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B).

This matter is originally before the court on the Chapter 13 Trustee's Objections to Allowance of Claim No. 6-1 of KMC Network Credit Union ("KMC") [docs. 19 and doc. 21] and KMC's responses thereto [docs. 20, 22 and 23]. The parties briefed the issues in a Joint Stipulation of Facts [doc. 37], Trustee's Motion for Summary Judgment [doc. 38] and KMC's Response to the Motion [doc. 39]. The matter is now ready for a determination.

The issue before the court is whether a cross-collateralization clause is enforceable under Ohio law when it secures an otherwise unsecured loan with collateral that also serves as security for a separate loan between the same creditor and debtor. More specifically, can KMC use a boilerplate cross-collateralization clause in an otherwise unsecured loan agreement [doc. 27, Joint Ex. 1] to reach surplus value in a motorcycle purchased by the Debtor that serves as collateral for a separate secured loan between the Debtor and KMC.

This issue was recently decided by the Honorable Guy Humphrey in the case of *In re Lisa Jane House*, 06-33629. Judge Humphrey's matter involved a loan agreement with an identical cross-collateralization clause to the one at issue in this case. This judge adopts Judge Humphrey's well-reasoned decision [Case No. 06-33629, doc. 59] in its entirety and determines that the clearly worded cross-collateralization clause in the Debtor's otherwise unsecured loan agreement with KMC is enforceable under Ohio law.

For these reasons, the Chapter 13 Trustee's Objections to Allowance of Claim No. 6-1 of KMC [docs. 19 and doc. 21] are hereby **DENIED**.

SO ORDERED.

cc:

Jeffrey M Kellner
131 N Ludlow St
Suite 900
Dayton, OH 45402

Stephen D Miles
18 West Monument Ave
Dayton, OH 45402
Email: ylewis@mileslaw.com

Robert C Lewis, Jr
1220 Shaftesbury Road
Dayton, OH 45406

Michael J Ellerbrock
4403 North Main Street
Dayton, OH 45405-5016
Email: mellerbrock.ecf@earthlink.net

U.S. Trustee
Asst US Trustee (Day)
Office of the US Trustee
170 North High Street
Suite 200
Columbus, OH 43215-2417

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