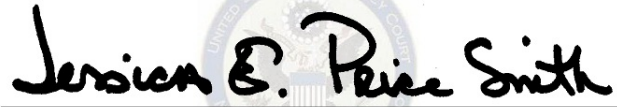


IT IS SO ORDERED.

Dated: 23 September, 2015 12:02 PM



Jessica E. Price Smith

JESSICA E. PRICE SMITH
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE:

IN PROCEEDINGS UNDER CHAPTER 13

BETH A. BLACKMARR,

CASE NO. 13-18072

DEBTOR.

JUDGE JESSICA E. PRICE SMITH

ORDER

The matter before the Court is the Debtor's Objection to Claim Number 7 filed by MidFirst Bank (Doc. No. 50). MidFirst Bank responded (Doc. No. 52) and the Debtor replied (Doc. No. 56). For the reasons set forth below, the Objection is overruled.

Rule 3001 of the Federal Rules of Bankruptcy Procedure states that "[a] proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim." Fed. R. Bankr. P. 3001(f). When a creditor complies with Rule 3001, the burden shifts to the debtor to rebut the validity and amount of the claim. *In re Kemmer*, 315 B.R. 706, 713 (Bankr. E.D. Tenn. 2004) (quoting *In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173-74 (3d Cir.1992) (citations omitted)). Here, MidFirst Bank's claim met the requirements for prima facie validity and the burden of proof is on Debtor to rebut that presumption.

In support of her objection, Debtor restates a number of arguments raised in her Adversary Complaint regarding a failed loan modification (Case No. 14-01095, Doc. No. 1).

Those arguments are not dispositive of the current issue. Debtor also disputes the claim on the basis that the arrearage amount in the proof of claim differs from the amount listed in the confirmed plan. Debtor contends that MidFirst is bound by the confirmation order because it did not object to the treatment of its claim in the now confirmed plan.

In response, MidFirst states that the plan estimates the arrearage and indicates that the arrearage is to be paid per the proof of claim. Article 3A of the confirmed plan lists Midland Mortgage/MidFirst Bank's as a creditor and references the proof of claim (Doc. No. 21). Specifically, the confirmed plan states \$15,504.02 is the "Estimated Arrearage Claim" with a \$281.89 monthly payment and reads, "Mortgage Arrearages . . . Paid Per the Proof of Claim."

Per the plain language of the confirmed plan, the arrearages are to be paid per the proof of claim, not the plan. Accordingly, Debtor failed to rebut the prima facie presumption of the validity and amount established by the proof of claim. For these reasons, the Objection to Claim is overruled. MidFirst Bank's response is sustained and Claim Number 7 is allowed as filed.

IT IS SO ORDERED.