

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE  
JESUS MISSION CHURCH  
OF ATLANTA, INC. d/b/a  
GLORY CHURCH OF JESUS CHRIST  
Debtor

CHAPTER 11  
CASE NO. 16-67623-crm

JESUS MISSION CHURCH OF  
ATLANTA, INC.,  
Movant

CONTESTED MATTER

v.  
CUMBERLAND PRESBYTERIAN  
CHURCH INVESTMENT LOAN  
PROGRAM, INC.,  
Respondent

JUDGE MULLINS

**DEBTOR'S MOTION FOR AUTHORITY TO USE  
CASH COLLATERAL**

COMES NOW JESUS MISSION CHURCH OF ATLANTA, INC. d/b/a  
Glory Church of Jesus Christ, Debtor and Movant herein, who files this *Motion for  
Authority to Use Cash Collateral*, respectfully showing the following:

1. This bankruptcy case was commenced by the filing of a voluntary petition for

relief under Chapter 11 of the Bankruptcy Code 11 U.S.C. §§1101 *et seq.* on October 3, 2016 ("Petition Date.")

2. Applicant is Debtor-in-possession ("Debtor") in this Chapter 11 case, and continues to operate the business of Debtor.
3. The business of Debtor is Christian ministry, religious services, education, counseling, and related activities.
4. The Business is a fully- functional going concern that provides services to meet the needs of the community.
5. On March 9, 2010, Debtor executed a Promissory Note in favor of Cumberland Presbyterian Church Investment Loan Program, Inc. ("Respondent") in the principal amount of \$1,200,000.00 (the "Promissory Note"). A true and correct copy of the Promissory Note is annexed hereto as **Exhibit A.**
6. Concurrent with the execution of the Promissory Note, Debtor executed a Deed to Secure Debt, Assignment of Rents and Security Agreement in which Debtor pledged to, inter alia, contract rights, personal property, rents, and claims (the "Deed to Secure Debt"). A true and correct copy of the Deed to Secure Debt is annexed hereto as **Exhibit B.**
7. Debtor has been unable to locate a UCC-1 Financing Statement in the public

records through GSCCA.

8. If Respondent has a valid and perfected interest in Debtor's rental income, the security interest is an interest in Cash Collateral, as defined by Section 363(a) of the Bankruptcy Code.
9. Debtor conducts business and requires the use of the Cash Collateral in the ordinary course of the continued operation of Debtor's business. Debtor seeks Court authorization, pursuant to 11 U.S.C. §363, to use Cash Collateral to pay its reasonable and customary expenses for the operation of its business. An itemized Budget of Debtor's projected monthly income and expenses six months commencing October 1, 2016 is annexed hereto as **Exhibit C**.
10. Debtor requires the immediate use of Cash Collateral on an interim basis for the payment of ordinary expenses incurred on a daily basis that are essential to the ongoing operation of Debtor's business, which expenses must be paid from Cash Collateral, and a hearing on the use of Cash Collateral is required to obtain approval of same.
18. Without the use of Cash Collateral, Debtor will be unable to operate the business and will be unable to effectively reorganize.
19. Debtor requires the use of Cash Collateral on an ongoing basis to pay the ordinary expenses of Debtor while under the protection of this Court in

Chapter 11.

20. Debtor leases portions of its principal place of businesses to other Christian organization who pay rent to Debtor for the use of Debtor's facilities.
20. The current outstanding principal amount owing to Respondent is \$1,183,426.66, and the current contractual rate of interest is believed to be 4.75% per annum.
22. Debtor proposes to make adequate protection payments to Respondent of interest only at the contractual rate of interest on the principal outstanding balance owing to Respondent, which Debtor represents is \$56,212.77 per year, or \$4,684.40 per month.
23. It is in the best interest of the Chapter 11 estate that Debtor be permitted to utilize Cash Collateral and to make adequate protection payments under such other terms and conditions as this Court may determine to be just and equitable.
24. Debtor submits herewith as **Exhibit D** a proposed order approving the interim use of Cash Collateral, as provide by Bankruptcy Rule 4001(b)(1)(A).

WHEREFORE, Debtor prays that this Court

- a. Set this matter for a hearing to determine the terms and conditions for an interim order authorizing the use of Cash Collateral;

- b. Set this matter for a final hearing to determine the terms and conditions for an order authorizing Debtor's use of Cash Collateral and the payment of adequate protection on an ongoing basis;
- c. Grant Debtor such other and further relief as the Court determines to be just and equitable.

Counsel for Debtor and Movant

/s/ Edward F. Danowitz  
Edward F. Danowitz  
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**CERTIFICATE OF SERVICE**

I, Edward F. Danowitz, certify that I am over 18 years of age and that on October 10, 2016, I served a copy of the foregoing *Motion For Authority to Use Cash Collateral* on the U.S. Trustee, persons and the entities having an interest in cash collateral and on the all creditors via U.S. Mail postage paid on the following persons or entities at the following addresses:

Vivieon Kelley, Esq.  
Office of the United States Trustee  
362 Richard Russell Building  
75 Ted Turner Dr. SW  
Atlanta, GA 30303

Cumberland Presbyterian Church Investment Loan Program, Inc.  
8207 Traditional Place  
Cordova, TN 38016

Harry B. White, Esq.  
White & Choate, LLC  
100 West Cherokee Ave.  
Cartersville, GA 30120

Valerie Richmond, Esq.  
Stites & Harbison  
2800 Suntrust Plaza 303 Peachtree St NE  
Atlanta, GA 30308

Williams Way, Inc.  
9260 Saint Georgen Commons  
Duluth, GA 30097-6408

City of Duluth  
3167 Main St  
Duluth, GA 30096-3263

TN/GA Prebytery  
214 Dixie Ave  
South Pittsburg, TN 37380-1763

This 10<sup>th</sup> day of October 2016.

/s/ Edward F. Danowitz  
Edward F. Danowitz  
Ga. Bar No. 003180  
Edanowitz@danowitzlegal.com