

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re:

KEVIN C GLEASON

Case No.16-10001-JKO
Chapter 11

Debtor-in-possession /

KEVIN C GLEASON'S SECOND AMENDED DISCLOSURE STATEMENT
RELATED TO HIS SECOND AMENDED PLAN

I. INTRODUCTION

This is the disclosure statement (hereinafter the "Disclosure Statement") in the chapter 11 case of Kevin C Gleason (hereinafter Mr. Gleason or the "Debtor"¹). This Disclosure Statement contains information about the Debtor and describes his Plan of Liquidation, dated September 19, 2016 (hereinafter the "Plan"). A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

The proposed distributions under the Plan are summarized on page 2 of 4 on Exhibit B attached hereto. On Exhibit B you can find your claim by number, class, and alphabetically by referring to the four different tables included therein. General unsecured creditors are in Class 12, and will receive a *pro rata* distribution from a fund of \$25,000 from the sale of the Debtor's homestead property. The projected distribution is either 39.49 % or 46.64% based upon assumptions detailed on Exhibit B, at page 2 of 4. Distributions may be lower than projected if the assumptions stated on Exhibit B are incorrect.

¹ References to the "Debtor-in-possession" in the Plan are intentional and distinguish Mr. Gleason's dual concurrent roles as the Debtor and the Debtor-in-possession.

A. Purpose of This Document

This Disclosure Statement describes:

1. The Debtor and significant events during the bankruptcy case;
2. How the Plan proposes to treat claims of the type you hold (i.e., what you will receive on your claim if the plan is confirmed);
3. Who can vote on or object to the Plan;
4. What factors the Bankruptcy Court (hereinafter the "Court") will consider when deciding whether to confirm the Plan;
5. Why the Debtor believes the Plan is feasible, and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation, and;
6. The effect of confirmation of the Plan.

Be sure to read the Plan as well as this Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. Time and Place of the Hearing to Confirm the Plan.

The hearing at which the Court will determine whether to confirm the Plan will take place on the date, time, and location indicated on an Order which accompanies this Disclosure Statement (hereinafter "Order Setting Hearing").

2. Deadline For Voting to Accept or Reject the Plan.

If you are entitled to vote to accept or reject the plan, you can complete the enclosed Ballot and return the Ballot to: Clerk of Bankruptcy Court, 299 E. Broward Blvd., Room 112, Ft. Lauderdale, FL 33301 on or before the deadline stated on the

Ballot. See section IV.A. below for a discussion of voting eligibility requirements.

Your Ballot must be *received* by the date on the Ballot or it will not be counted.

3. *Deadline For Objecting to Confirmation of the Plan.*

Objections to confirmation of the Plan must be filed with the Court and served upon the Debtor at the address listed at the end of this Disclosure Statement by the date indicated on the Order Setting Hearing.

4. *Identity of Person to Contact for More Information.*

If you want additional information about the Plan, you should contact the Debtor at the contact information listed at the end of this Disclosure Statement.

C. Disclaimer

The Court has approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. Objections to confirmation of the Plan may be filed until the date listed on the Order Setting Hearing.

II. BACKGROUND

A. Description and History of the Debtor

The Debtor is an attorney who was admitted to practice in 1982 in the Commonwealth of Pennsylvania, and in 1983 in Florida and New Jersey. The Debtor is no longer an active member of the bars in Pennsylvania and New Jersey.

The Debtor started his career as a law clerk for two Bankruptcy Judges in Newark, New Jersey, after which he accepted a position with a small firm in New Jersey practicing mostly bankruptcy law. He next joined a large firm in Miami before being recruited to be an attorney/advisor to the Assistant United States Trustee in Miami.

After serving out his contract with the Assistant United States Trustee, the Debtor joined a start-up firm in Boca Raton. When the Debtor's first child was on the way, the Debtor joined a firm in Fort Lauderdale to be closer to his home in Hollywood. The Debtor formed his own firm in 1996 which became progressively more successful and profitable for 12 years, until negative publicity significantly impacted the referral base, which continued to decline through 2009.

Due to improvident language in a filed court paper, the Debtor was suspended from practice for 60 days in late 2011, after which his wife pledged to the Court to closely monitor and supervise the Debtor's practice of law. The Debtor is now an associate in the firm of Florida Bankruptcy Group, LLC and primarily practices in the area of bankruptcy. The Debtor owns a ½ undivided interest of 1% as a tenant-by-entireties with his wife, who controls the remaining 99% of the firm.

In the 1990s and early 2000s, the Debtor and his wife invested in residential real estate, mostly improving and "flipping" properties in east Hollywood, Florida. In the 1400 block of Polk Street, where the Debtor has lived since 1985, there are eleven homes. The Debtor has owned five of them, and has sold 4 of them. Based upon prior experience, and knowledge of the local market, the Debtor is confident that his homestead will sell quickly.

The 1312 Property (defined below) was purchased just before a crash in the real estate market, and was not possible to "flip." The details of the remaining properties owned by the Debtor and his non-debtor spouse are noted below in connection with the treatment of the alleged or acknowledged secured creditors thereon.

B. Insiders of the Debtor

The Debtor's only insider creditor (as defined in §101(31) of the United States

Bankruptcy Code (hereinafter the “Code”)) is Patricia E. Gleason², his spouse, who is also the control person of Florida Bankruptcy Group, LLC.

C. Events Leading to Chapter 11 Filing

This case was filed just after midnight on January 1, 2016, due to the service of a second foreclosure complaint³ on December 22, 2015, relating to the 1312 Property, which is described below.

The total of undisputed, disputed, and unliquidated debts sought to be dealt with through the Plan approaches \$2,000,000, including non-recourse debt. Most of the disputed and unliquidated debts are related to investments in real estate prior to the crash in the South Florida real estate market. Upon resolution of this case, the Debtor will have no investment-related debts. The Debtor’s available unsecured credit is only \$2200, which will not likely cause him to seek relief in bankruptcy in the future.

D. Significant Events During the Bankruptcy Case

The petition initiating this case was filed on January 1, 2016. All required papers have been timely filed, some with extensions of time granted by the Court.

The United States Trustee moved to dismiss this case, or convert this case to a case under Chapter 7 due to insurance issues, which were resolved resulting in the withdrawal of the motion.

Adequate protection payments have been established for the lienors on the Debtor’s homestead and financed automobile.

The “exclusive period” for the Debtor to file a plan and disclosure statement was extended to June 6, 2016, on which date the Debtor filed his first Disclosure Statement

² Mrs. Gleason is sometimes referred to as: “wife”; “non-debtor spouse”; or “Mrs. Gleason.”

³ The foreclosure case of *Deutsche Bank National Trust Company, as Trustee for Harbor View Mortgage Loan Trust 2004 8 Mortgage Loan Pass through Certificates, Series 2004 8 v. Kevin C Gleason, et al.* Case No. CACE 2015-021920 was filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida on December 11, 2015 and is referred to herein as the “2015 Foreclosure Case.”

and Plan.

The Debtor has sought and obtained permission from the Court to engage: a CPA; a forensic mortgage expert; and an attorney specializing in foreclosure defense. None of those professionals have been requested to perform services as of this date, but they may be called upon prior to, or following confirmation of the Plan. The Debtor has deferred engagement of a bankruptcy attorney pending the perceived need to do so. An application to engage Paul Orshan, a bankruptcy attorney with an office in Miami, has been filed.

The first version of the Disclosure Statement was not approved by the Court, notwithstanding that all objectors had agreed to permit an amendment to meet their objections. An Amended Disclosure Statement and Plan were filed on August 22, 2016. This Second Amended Disclosure Statement is the third version, and the second attempt at obtaining approval to solicit acceptances of a Plan. Other than the disapproval of the first Disclosure Statement, there have been no other negative developments in the case.

The 1312 Foreclosure Case was recently removed to the Bankruptcy Court due to conflicting assertions of standing. The Debtor recently objected to Claim # 11, filed on behalf of Nationstar Mortgage, LLC, which asserted that it has sole standing to foreclose on the 1312 Property. The Debtor moved to join Nationstar Mortgage, LLC into the removed 1312 Foreclosure so that the Bankruptcy Court can determine whether Deutsche Bank Trust, Nationstar Mortgage, LLC, or either of them have standing to foreclose on the 1312 Property.

E. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions. The Debtor has reviewed his records for the two-year period beginning on January 1, 2014, and has not found any fraudulent transfers, or preferences which exceed the threshold amount required for recovery. Barclays Bank Delaware

received payments within the 90 days pre-petition in the sum of \$1000 on a compromised claim. The threshold amount for recovery of a preference in a non-consumer case was \$6225 as of January 1, 2016.

F. Claims Objections

Objections to claims, if any, will be filed on or before the deadline established in the Order Setting Hearing. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. Objections to claims of general unsecured creditors will be completed before confirmation of the Plan. As of the publication of this Disclosure Statement, there are no general unsecured claims to which the Debtor anticipates objecting. The Court is being requested to retain jurisdiction to hear any objections to claims of allegedly secured creditors after confirmation of the Plan.

G. Current and Historical Financial Conditions

The identity and fair market value of the bankruptcy estate's assets are listed on the liquidation analysis attached hereto as Exhibit C. The source of the valuation is the Debtor. The basis of valuations are the Debtor's opinion, except as otherwise noted on Exhibit C.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case is set forth in Exhibit D.

Since the Plan does not contemplate future payments to unsecured creditors from the income of the Debtor, no financial forecasts are included herein.

11 U.S.C. § 1129(a)(15) provides,

In a case in which the debtor is an individual and in which the holder of an allowed unsecured claim objects to the confirmation of the plan—
(A) the value, as of the effective date of the plan, of the property to be distributed under the plan on account of such claim is not less than the amount of such claim; or

(B) the value of the property to be distributed under the plan is not less than the projected disposable income of the debtor (as defined in section 1325(b)(2)) to be received during the 5-year period beginning on the date that the first payment is due under the plan, or during the period for which the plan provides payments, whichever is longer.

In plain language, the Code provides that an individual debtor, such as the Debtor herein, must either provide to pay his unsecured creditors in full, or devote 5 years of income toward paying those unsecured creditors. The Debtor proposes to pay approximately 49.7% distribution to unsecured creditors by selling (or obtaining additional financing on) his exempt homestead, which would otherwise be unavailable to pay unsecured creditors due to the protections afforded the homestead of a Florida resident under the Constitution of Florida, Section X, Article 4. The Debtor is approaching 60 years of age, and is not willing to work until age 65 to pay creditors. If the Plan is not confirmed, it is unlikely the Debtor's income will increase in the future because the Debtor will be unable to afford to embark on new ventures with the burden of debt sought to be relieved through this process.

The attached monthly report (Exhibit D) summarizes the Debtor's income and expenses for over 1/3 of a year, and there is almost nothing left at the end of the month even though the Debtor has no health insurance, no significant retirement savings, and no significant non-exempt, non-immune assets.

III. SUMMARY OF THE PLAN AND TREATMENT OF CLAIMS

A. What is the Purpose of the Plan?

As required by the Code, the Plan places claims in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with the Code. As such, the Debtor has not placed the following claims in any class: Administrative Expenses, which are costs or expenses of administering the Debtor's chapter 11 case which are allowed under §507(a)(2) of the Code; and Priority Tax Claims, which are unsecured income, employment, and other taxes described by §507(a)(8) of the Code. Unless the holder of such a §507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

C. Classes of Claims

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

Classes 1, 2, 3, and 4 consist of the allowed secured claims of the **Tax Collectors of Broward and Okeechobee Counties**⁴. These claims will be paid 100%, plus interest, upon the events detailed in the Plan.

Class 5 consists of the interests of the **Estate of Alan Fleishman**, his heir(s), assign(s), devisee(s), and any other successor(s)-in-interest in the real property referred to herein as the 16469 Property. The Estate of Alan Fleishman holds a ½ interest in the 16469 Property as a tenant-in-common. In 2008, the firm of Kevin Gleason, P.A. took a ½ interest in the 16469 Property as a fee for representing an individual debtor in a Chapter 7 case. Rather than taking the real property into the corporation, the real

⁴ Claims for unpaid real property taxes have been filed by or on behalf of: Ilene Klasfeld; INA Group, LLC; and Joseph Edward Gazza. These claims will be objected to because those claims are included in the claim filed on behalf of Okeechobee County. The claimants' right to vote will be preserved notwithstanding any objections.

property was taken in the names of the Debtor and his non-debtor spouse, as tenants-by-entireties. The transfer of that client's ½ interest in the 16469 Property caused the interest to transform from joint with right of survivorship to tenants-in-common with Alan Fleischman. Mr. Fleischman died in 2008 but no probate estate was opened. Due to the inability to transfer title in the absence of a probate proceeding, it has been impossible to market the 16469 Property. The surviving spouse of Mr. Fleischman was noted on the records of the Okeechobee County Tax Assessor as the person to receive notices related to the 16469 Property. Mrs. Fleischman neither paid the accruing *ad valorem* taxes, nor informed the Debtor of the amounts. As a result, tax certificates were issued, one of which has accrued interest at 18% since 2009. The Plan provides for the Estate of Alan Fleischman to transfer its ½ interest as tenant-in-common to the Debtor and his non-debtor spouse as tenants-by-entireties. The transfer of the Estate of Alan Fleischman's interest will either be by deed executed voluntarily by Mrs. Fleischman, or by an adversary proceeding. Mrs. Fleischman has agreed to execute papers to effectuate the transfer of the 16469 Property, but those papers have not yet been drafted or executed.

The accrued taxes are approximately equal to ½ of the value of the 16469 Property. Consequently, the Estate of Alan Fleischman will receive no monetary compensation for the transfer of its interest in the 16469 Property. Upon the transfer of the 16469 Property the Estate of Alan Fleischman will be released of any claims by the Debtor and his non-debtor spouse, and the Debtor and his non-debtor spouse will be released of any claims of the Estate of Alan Fleischman.

No claim has been filed on behalf of the Estate of Alan Fleischman. This class is impaired and NOT entitled to vote on the Plan.

Class 6 consists of claims of **Nationstar Mortgage, LLC or Deutsche Bank National Trust Company, as Trustee for the Benefit of the Harborview 2004-8**

Trust Fund⁵ related to whichever of them is able to establish an interest in a mortgage recorded on real property referred to herein as the 1312 Property.

In 2004, the Debtor and his non-debtor spouse acquired the 1312 Property, which consists of three lots in the North Lake section of Hollywood, Florida. The purchase price was \$750,000. The improvements to the 1312 Property include a residential structure believed to have been originally constructed as a rooming house circa 1927. At least two additions were constructed resulting in a single-family home, purchased in 1965 by the owner immediately previous to the Debtor and his non-debtor spouse. The original construction was a wood-framed, stucco, two-story structure. Most of the additions were of the same construction. The only concrete block portions of the existing structure are a single column on the southwest corner, and a Florida room which faces east.

When the Debtor and his non-debtor spouse purchased the 1312 Property, a non-destructive home inspection was completed. After closing, it was discovered that the Dade County Pine wooden frames had so deteriorated that the architect referred to the house as “structural stucco.” In other words, it was a miracle that the house did not fall down. The Debtor and his non-debtor spouse hired experts on rehabilitation of historic homes, including a general contractor and an engineer, who recommended the construction of interior braces to prevent the house from collapsing. The team eventually concluded that the main house on the property could not be rehabilitated because the interior floor is below the exterior grade, and the entire structure would have to be raised to conform with Federal Emergency Management Agency standards to avoid flooding.

Any prospects for renovations to the main house were crushed in 2006, after

⁵ Referred to herein as “Deutsche Bank Trust”.

which time the Debtor and his non-debtor spouse have tried to maintain the property to avoid problems with code enforcement. Notwithstanding all efforts, the 1312 Property continued to deteriorate. Another engineer was engaged to write a formal report, a copy of which is available upon request. The Debtor requested permission of Deutsche Bank Trust to demolish the main house, which permission was denied. A copy of the exchange of letters is available upon request.

The Debtor challenged the tax assessed value of the 1312 Property for the years 2012 and 2013 through counsel. In both of those years the challenge was unsuccessful. In 2014, the Debtor, acting *pro se*, again challenged the assessed value of the 1312 Property, and successfully reduced the assessed value, after a contested evidentiary hearing before a magistrate, who reduced the assessed value from \$555,240 to \$308,340. The magistrate significantly discounted the value of the 1312 Property due to its location within a “historic district” and the uncertainty and expense of demolishing a property within such a district. A copy of the Decision of the Value Adjustment Board is attached as Exhibit E hereto. The decrease in value resulted in a refund of real property taxes paid, and the refund went to Deutsche Bank Trust, or its then-agent.

No offers to purchase the 1312 Property have been received since 2011, when an offer for the purchase price of \$ 170,000 was conditionally accepted on behalf of Deutsche Bank Trust, which acceptance expired before PNC Bank⁶ finally accepted the offer.

At the request of the previous owner, the Hollywood Commission granted a variance on the 1312 Property to permit two rental units. It is the Debtor’s opinion that in the foreclosure process, the variance may be extinguished. The Debtor’s non-debtor spouse has maintained an occupational license as landlord since 2004 to preserve the

⁶ PNC Bank released its second mortgage on the 1312 Property on May 2, 2014, see OR Book 50779 and page 1012.

variance. On the east side of the property is a concrete-block, three-car garage, with an attached chauffeur's quarters. The previous owner converted the garage to a two-bedroom apartment and an efficiency. Upon acquisition of the 1312 Property, the Debtor demolished the interior of the garage structure and proceeded, through licensed professionals, to repair the roof and install new plumbing and some interior structures (all with proper permits and inspections). No replacement electrical work was done. As of now, the structure has bare concrete block walls, no operational plumbing, and no operational electrical service beyond a 15-amp service for construction power.

Hurricane Wilma took down the former chauffeur's bedroom (lately the efficiency), which has not been repaired.

Due to poor drainage and the lack of repairs on the adjacent property, the garage structure has sunk into the muck on the east side. The Debtor and his non-debtor spouse paid to have pin pilings inserted beneath the structure on the east side to prevent further deterioration. The interior improvements were made in such a manner as to level out the interior.

A formerly homeless man, Stanley Svetich, has occupied the 1312 Property for security and maintenance, since 2005. Stanley manages to subsist with just a garden hose connection and minimal electrical service.

Improvements to the 1312 Property include a rather large in-ground pool, which has structurally failed and is now kept as dry as possible to avoid mosquito-breeding.

Since acquiring the 1312 Property in 2004, it has been a classic case of "The Money Pit."⁷ The Debtor has taken great pains to preserve and protect the property. The Debtor has dealt with, and paid for, repairs and improvements (like putting lipstick on a pig) to the 1312 Property to avoid Code Enforcement liens.

⁷ The Money Pit is a comedy (unless you have lived it) from 1986, starring Tom Hanks and Shelly Long, described as "A young couple struggles to repair a hopelessly dilapidated house." <http://www.imdb.com/title/tt0091541/>.

The last payment on the first mortgage on 1312 Polk Street was made in September, 2009.

Deutsche Bank Trust declared “the full amount payable under the Note and Mortgage to be due” and filed foreclosure on the 1312 Property by Verified Complaint in the Seventeenth Judicial Circuit in and for Broward County, Florida on June 14, 2010, which case was assigned Case No. CACE 10024783 (hereinafter “2010 Foreclosure Case”).

On July 8, 2010, a Motion to Dismiss was filed, in which the Debtor and his non-debtor spouse asserted that the papers attached to the Verified Complaint did not establish that Deutsche Bank Trust had standing to bring the 2010 Foreclosure Case. On May 2, 2012, almost two years after commencement of the 2010 Foreclosure Case, Deutsche Bank Trust filed a Motion for Leave to File Verified Amended Complaint, in which Deutsche Bank Trust alleged that “The Complaint requires clarification relative to the Plaintiff’s standing to bring this foreclosure action.” Just 7 days later, the Motion for Leave was granted. Deutsche Bank Trust took another two months to file its Verified Amended Complaint on July 8, 2012. On August 2, 2012, a Motion to Dismiss the Verified Amended Complaint was filed based upon Deutsche Bank Trust’s second failure to properly demonstrate its standing. The hearing on the Motion to Dismiss the Verified Amended Complaint was held on October 3, 2012, at which hearing the Verified Amended Complaint was dismissed, with leave to amend within 45 days, which imposed a deadline of November 17, 2012. Ignoring the deadline, Deutsche Bank Trust never filed a second amended complaint. When the Circuit Court set the matter for trial almost two years later, on July 14, 2014, Deutsche Bank Trust purported to take a voluntary dismissal of the 2010 Foreclosure Case, which was acknowledged by the Circuit Court’s Order of July 14, 2014, four years and one month after the commencement of the 2010 Foreclosure Case.

Five years, five months, and twenty-eight days after initially accelerating the Note and Mortgage, on December 11, 2015, Deutsche Bank Trust again initiated a foreclosure on the 1312 Property, which case was assigned Case No. CACE 15021920 (hereinafter “2015 Foreclosure Case”), which was served upon the Debtor on December 23, 2015, and which event was the critical cause of the filing of this case.

The Supreme Court of Florida heard oral argument in a case referred to as “*Bartram*”⁸ on November 4, 2015. Depending upon the holding in that case, it is possible that the 2015 Foreclosure Case was filed beyond the statute of limitations. Regardless of the holding in the *Bartram* case, the Debtor has a theory that the 2015 Foreclosure Case was filed beyond the statute of limitations based upon the fact that the Debtor’s non-debtor spouse, who was a co-obligor on the promissory note, filed a personal chapter 7 in the Southern District of Florida on August 10, 2010, and received her discharge on July 1, 2011, which relates back to the petition date in a Chapter 7 case.

The Bankruptcy Code includes a permanent injunction against any act to collect a debt after a discharge in bankruptcy. The discharge prohibits acceleration of the note and mortgage as to the Debtor’s non-debtor spouse. Since the mortgage and note could not be accelerated under federal law, it is reasonable to begin the statute of limitations calculation from the filing date of the Chapter 7 of the Debtor’s non-debtor spouse, which placed the outer limit for Deutsche Bank Trust to commence foreclosure at August 9, 2015.

Under a possible holding of the Supreme Court of Florida, the second foreclosure was approximately 6 months too late. Under the Debtor’s federal theory of limitations, the second foreclosure was approximately 4 months too late.

The Plan provides for lifting of the bankruptcy stay as of the entry of an order

⁸ *Bartram v. U.S. Bank N.A.* Case Number: SC14-1265 (Fla Supreme Court).

confirming the Plan. The Bankruptcy Court has jurisdiction over the foreclosure case and will be requested to retain such jurisdiction, and to value the 1312 Property as of the date of confirmation of the Plan so that if the Debtor invests additional resources into the 1312 Property to increase its value, the “delta” between the value as of confirmation and the gross sale price of the 1312 property will be for the benefit of the Debtor and his non-debtor spouse.

The Plan provides a deadline for Deutsche Bank Trust/Nationstar to complete foreclosure, with the possibility to seek an extension, for cause. The reason why this deadline is fair is because Deutsche Bank/Nationstar, through incompetence or lack of standing, has been unable to complete a foreclosure case in the 7 years since the last payments were made on the mortgage. The delay has prejudiced the Debtor’s opportunity for a “fresh start” even though the Debtor tried to work with Deutsche Bank/Nationstar, but was frustrated at every turn. When the Debtor proposed to fund the demolition of the derelict property, Deutsche Bank/Nationstar declined its permission. When the Debtor attempted to determine the true amounts due to Deutsche Bank/Nationstar, the requests were ignored. Deutsche Bank/Nationstar have asserted unreasonable charges, and failed or refused to explain same. The one-year period to complete a pending foreclosure, or dismiss the pending foreclosure if Deutsche Bank Trust is not the owner and holder of the note and the refiling of a competently and properly prepared foreclosure complaint is reasonable in view of the significantly decreased foreclosure load of the Circuit Courts of Broward County. The delays have impacted the Debtor, but will have an even greater impact on the Debtor’s spouse, whose credit score exceeds 700, and who would be qualified for conventional financing, but will lose that qualification if a foreclosure judgment appears on her credit report. At age 60, the Debtor’s credit report will continue to show this bankruptcy case until the Debtor is 70. Deutsche Bank/Nationstar has already taken 7 years to complete a fairly

straightforward foreclosure. Giving Deutsche Bank/Nationstar a deadline is the only imaginable method to keep them on track so that they cannot delay another 7 years during which the Debtor is required to baby-sit the 1312 Property for the benefit of Deutsche Bank/Nationstar, or whomever is the rightful owner and holder of the note and mortgage on the Property.

This class is impaired. If the Claimant in this Class holds an allowed claim, it shall be entitled to vote on the Plan. If the claim of Nationstar Mortgage, LLC is not allowed, then Deutsche Bank Trust will not be entitled to vote on the plan because it did not file a claim.

Class 7 consists of claims of **Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS7, aka Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS7,**⁹ related to its alleged interest in a mortgage allegedly encumbering the real property referred to herein as the 4121 Property.

The 4121 Property was acquired by the Debtor and his non-debtor spouse in 2004 to be used as an office for Kevin Gleason, P.A, an entity through which the Debtor operated his legal practice through 2010. The improvements to the 4121 Property include a three-bedroom, two-bathroom, single-family home, with a pool. The property has significantly deteriorated. The property is infested with termites and needs a new roof. There are improvements which were made by prior owners without permits. When permits were sought to install hurricane panels (as Wilma was bearing down on South Florida in 2005), the permit applications were initially declined due to a prior owner enclosing a carport without permits. That situation has hampered the ability to obtain permits on any properties owned by the Debtor and his non-debtor spouse. This class is

⁹ Referred to herein as defined above as “Deutsche Bank Americas”.

impaired. The claimant in this Class shall receive no payment under the Plan, but shall retain whatever *in rem* rights it has against the 4121 Property, except as provided in the Plan. The Claimant in this Class shall not be entitled to vote on the Plan, having failed to file a claim.

Deutsche Bank Americas has not had any better results in foreclosure court than Deutsche Bank Trust. No payments have been made on the mortgage on the 4121 Property since October of 2010. Deutsche Bank Americas filed a foreclosure case on October 4, 2011. A motion for summary judgment was denied on October 8, 2013. When Deutsche Bank Americas was unable to explain to the foreclosure Judge why the attachments to its original complaint were different from the attachments to its proposed amended complaint, Deutsche Bank Americas elected to take a voluntary dismissal of the foreclosure case on January 21, 2014.

The explanation regarding the potential statute of limitations issues in the section above regarding Deutsche Bank Trust is equally applicable to Deutsche Bank Americas and will not be repeated here.

Class 8 consists of **James G. Kincaid and Suzanne Adkison Kincaid** (hereinafter the “Kincaids”) related to their interest in a non-recourse mortgage encumbering the real property referred to herein as the 1442 Property. This class is impaired. The Kincaids’ mortgage will be paid down upon sale of the 1442 Property, and their security interest will be protected in substitute collateral in a sum 20% greater than the remaining mortgage balance. Thereafter, the Debtor shall reinvest in another residence and use the reserved funds for such purpose. The Kincaids shall continue to receive monthly mortgage payments based upon the adjusted balance due, and for the remaining term of the mortgage.

The 1442 Property was initially rented by the Debtor, who moved in with his family in August of 2009. The Debtor’s non-Debtor spouse had the listing as a real

estate broker on the 1442 Property, but the previous owners had already acquired a property in Ohio into which they decided to move upon their retirement from occupations in South Florida. The Debtor was familiar with the Kincaids because he resided next door from 1985 through 2003, and into 2004, nearly 19 years. With the real estate market in 2009 being depressed, and with the Debtor having no other place to house his family, the Debtor negotiated for the purchase of the 1442 Property with owner-financing. Primarily utilizing funds received from his mother's estate, the Debtor was able to post a 10% deposit on a purchase price of \$450,000. The Kincaids agreed to hold a non-recourse mortgage in the original principal amount of \$405,000 at an interest rate of 6% per annum, for a period of 15 years. The mortgage "balloons" on January 5, 2025. Monthly mortgage payments have been timely paid since closing in January 2010. The 1442 Property is now, and has been, the Debtor's homestead from and after the closing.

If the Kincaids object to the treatment provided for in the Plan, the Debtor may be forced to rent the 1442 Property to afford to continue to pay the mortgage and real property taxes. In the event that the Plan will not be funded through the sale of the 1442 Property, the Debtor will seek a loan in the sum of \$30,000 to fund distributions as provided for under the Plan. Any such loan will likely be secured by a second mortgage on the 1442 Property. The Debtor will either file an amended plan or modified plan, depending upon if or when the Kincaids object to their treatment under the Plan.

While the Debtor believes that the proposed treatment of the Kincaids' mortgage is fair and equitable, the Kincaids are friends of the Debtor who have their own issues and challenges, and the Debtor will not take any actions which harm the interests of the Kincaids, and the Debtor will not force the Kincaids into any financial arrangement to which they object. Their trust in and kindness to the Debtor and his family will not be met with any less kindness to the Kincaids.

The plan treatment is “fair and equitable” under the Bankruptcy Code because, the Plan provides that: the Kincaids shall retain the liens securing their entire claim, whether the 1442 Property is retained by the Debtor or sold; and that the Kincaids shall receive on account of their claim deferred cash payments totaling at least the allowed amount of their claim, of a value, as of the Effective Date of the Plan, of at least the value of the Kincaids’ interest in the estate’s interest in the 1442 Property. The foregoing treatment is consistent with the requirements of 11 U.S.C. § 1129(b)(2).

The Claimant in this Class shall not be entitled to vote on the Plan, having failed to file a claim.

The Debtor anticipates hiring his wife as the real estate broker to market and sell the 1442 Property. Mrs. Gleason had the listing with the Kincaids in 2009 and knows the property better than any other real estate professional. It will not be required for Mrs. Gleason to be approved by the Court pursuant to 11 U.S.C. § 327(a) because she is not being employed by the bankruptcy estate or Debtor-in-possession to sell property of the estate. Rather, the Debtor (not acting as Debtor-in-possession) will sell his homestead, post-confirmation, which real property has already been eliminated from the bankruptcy estate by virtue of being claimed as exempt and there having been no objections to that claim of exemption. Mrs. Gleason is an experienced real estate broker, and has agreed to take her commission against her claim. This represents a substantial savings for the Debtor over hiring an non-insider real estate professional.

Class 9 consists of the claim of Toyota Southeast Finance related to the purchase of a certain Toyota Prius. The claim in this Class is impaired only by the discharge of the Debtor. Payments will be made on this obligation until paid in full, or in the event of default, the vehicle may be repossessed. The Claimant in this Class shall be entitled to vote on the Plan.

In the late summer or early fall of 2015, Florida Bankruptcy Group, LLC, the

Debtor's employer, determined that it was in the best interests of the company to acquire an automobile for the use of its employees. Toward that end, the Debtor conducted extensive research and recommended the purchase of a Toyota Prius II. In late November, 2015, Patricia E. Gleason, who is the sole officer and shareholder of Patricia E. Gleason, P.A., the managing member of Florida Bankruptcy Group, LLC, directed the Debtor to acquire a Toyota Prius in the name of and for the benefit of the company. The Debtor negotiated terms for the purchase of a remaining model-year 2015 Prius, and went to the dealer to close the transaction. Upon being informed that the transaction could not be completed as a purchase by the entity, the dealer recommended that the Debtor's credit be checked and the purchase be structured individually. Mrs. Gleason consented to the suggested arrangement, and much to the surprise of Mr. Gleason, he qualified for a no-money-down purchase of the Toyota Prius II, which was acquired on December 9, 2015, before the Debtor had any notion that the 2015 Foreclosure Case would soon be filed. It must be emphasized that the purchase of the Toyota Prius II was in no way done in contemplation of the filing of this bankruptcy case.

As agreed with Florida Bankruptcy Group, LLC, all payments on the Toyota Prius II and all costs related to operation of that vehicle are paid directly by the company.

Class 10 consists of the interests of **Patricia E Gleason** in real estate owned with the Debtor as tenants-by-entireties¹⁰ and the inchoate interest of PEG in real property titled exclusively in the name of the Debtor-in-possession.

Under Florida law, a wife holds an inchoate interest in the homestead of her spouse. This means that a married man cannot convey his ownership of his homestead property without the joinder of his wife.

When the Debtor was unable to pay the mortgage on the 1442 Property, and the

¹⁰ The following properties are owned by the Debtor-in-possession and his wife tenants-by-entireties: Property; 4121 Property; and the 16469 Property.

related expenses, Mrs. Gleason paid those items from her separate income. Mrs. Gleason has filed a claim for reimbursement of the amounts she advanced, without interest. To the extent possible, Mrs. Gleason's claim will be paid from the proceeds of the sale of the 1442 Property, and if not paid from that property, from the proceeds of the sale of the Property or the 4121 Property. Mrs. Gleason's real estate brokerage, Seabreeze Realty, will be the listing broker for the sale of the 1442 Property, the Property, or the 4121 Property. The listing agreements for the foregoing properties will be on the customary terms for such transactions.

The claim in this Class is impaired. The Claimant in this Class shall be entitled to vote on the Plan.

Class 11 consists of **Revolving Credit Accounts electing to continue granting credit to the Debtor¹¹ (hereinafter "Credit Cards")**. Any Credit Cards which elect to be treated in Class 11 shall reinstate all credit privileges under terms specified in the Plan and agreed to by the Debtor. Claimants in this class are impaired and are entitled to vote on the Plan.

Just prior to the commencement of this case, the Debtor inadvertently defaulted on payments to Discover Card, a credit account which he had since 1982. The Debtor was contacted by representatives of Discover Card to discuss a reduction in interest rates in exchange for a resumption of payments. Before he was served with the 2015 Foreclosure Case complaint, the Debtor intended to enter into an agreement with Discover Card to cure and reinstate the account with the reduced interest rate offered. If Discover Card is willing to enter into the previously-proposed arrangement, the Debtor is willing to resume payments if Discover Card agrees not to cancel the card or reduce the former credit line for at least 5 years, so long as the Debtor is not in default in payments.

¹¹ The following claimants may elect to be treated in Class 11: Discover Card (Last 4 digits of account number 2529); Citicard (Last 4 digits of account number 4449)(if a claim is filed timely).

The Debtor's Citicard had a zero balance as of December 31, 2015, and was not therefore, listed as a creditor in this case. A small purchase was made on the CitiCard after January 1, 2016, after which CitiCard for whatever reason canceled privileges unilaterally, and without notice. If CitiCard files a claim and is willing to restore the credit privileges, it shall be paid in accordance with the credit agreement.

Class 12 Unsecured Creditors shall receive a *pro rata* dividend from \$25,000 in funds set aside from the sale of the Debtor's homestead, the 1442 Property. The distribution will be by mail and will be made within 10 days of the closing on the sale of the 1442 Property, but no later than 90 days after the Effective Date. An additional distribution to claimants in this Class shall be made if the 4121 Property or the 1312 Property are sold within 5 years of the Effective Date. If the 1442 Property is not under contract within 90 days of the Effective Date, the Debtor will borrow \$30,000 to fund the payments to Classes 4 and 12.

Class 13 consists of the interests of the individual Debtor in property of the estate. Upon confirmation of the Plan, the following property shall vest in Mr. Gleason (and not as Debtor-in-possession), free and clear of all liens, claims or interests (except the lien of Toyota Southeast Finance, the mortgage of the Kincaids, and the claim of Broward County for real property taxes on the 1442 Property): the 1442 Property; all individually-owned personal property listed on his Schedules¹², and any personal property acquired by the Debtor-in-possession on or after January 1, 2016 through the date of the entry of an order confirming this Plan. All property titled in the name of either SPF Water Systems, Inc. or Kevin Gleason, P.A., shall be transferred to the Debtor individually, and not as the Debtor-in-possession. All personal property listed in the Schedules as owned jointly with Patricia E Gleason shall remain jointly owned with Patricia E. Gleason. Upon

¹² and any amendments thereto.

confirmation of the Plan, the 1312 Property, 4121 Property, and the 16469 Property shall vest in the Debtor and his non-debtor spouse as tenants-by-entireties, free and clear of any claims or interests except as provided to claimants in Classes 1, 2, 3, 4, 6, and 7.

D. Means of Implementing the Plan

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the sale of the Debtor's homestead, 1442 Property. If the sale does not close before 90 days after the Effective Date, Mr. Gleason will borrow \$30,000 to fund the Plan. In view of the fact that Mr. Gleason anticipates a listing price of the 1442 Property at or above \$650,000, and in view of the amount of the first mortgage, being less than \$365,000, there is sufficient equity for Mr. Gleason to easily place a second mortgage using a high-interest rate "hard-money" lender.

2. *Post confirmation Management*

After the Effective Date, the bankruptcy estate's interest in the 1312 Property, 4121 Property, and 16469 Property shall remain as property of the bankruptcy estate until the distribution to creditors in Classes 4 and 12. The Debtor shall serve as the Disbursing Agent under the Plan, without fees and without bond.

E. Risk Factors

The proposed Plan has the following risks: 1) the real property may not sell for an amount sufficient to pay claims; 2) the Kincaids may object to the transfer of their security interest to substitute collateral; and 3) the Debtor may be unsuccessful in monetizing his interests in the 1312 Property and/or the 4121 Property.

The South Florida real estate market would have to crash in the near term for the Debtor to be unable to sell his homestead. The 1442 Property is valued by the Broward County Property Appraiser with a fair market value of \$ 599,000. Even at a "bargain basement" price, there will be more than sufficient funds to pay \$25,000 to unsecured

creditors.

If the Kincaids object to the treatment provided for them under the Plan, the alternative is to rent the homestead for the duration of the mortgage, and place a second mortgage on the 1442 Property to pay \$30,000 as required by the Plan.

If the Debtor is unable to liquidate the 1312 Property or the 4121 Property, that does not affect the initial payment to unsecured creditors under the Plan. The sale of those properties is speculative and dependent upon either defeating the mortgage foreclosures, or achieving some equitable settlement with the mortgagees.

F. Executory Contracts and Unexpired Leases

The Debtor does not have executory contracts or unexpired leases.

G. Tax Consequences of the Plan

Creditors concerned with how the plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor at least as much as the creditor would receive in a chapter 7 liquidation case, unless the creditor votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor has a right to vote for or against the Plan only if that creditor has a claim

that is both (1) allowed or allowed for voting purposes and (2) impaired.

1. *What Is an Allowed Claim?*

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim. When a claim is not allowed, the creditor holding the claim cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was May 2, 2016 for most creditors. The deadline for "Government Units" was June 29, 2016. An extended deadline of September 19, 2016 is available for creditors who were listed, or whose status was changed, after May 2, 2016. Only one additional claim was filed, which did not affect the anticipated unsecured claims. The deadline for the Debtor to file objections to claims has been set in the Order Setting Hearing.

2. *What Is an Impaired Claim?*

As noted above, the holder of an allowed claim has the right to vote only if it is in a class that is impaired under the Plan. As provided in §1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is Not Entitled to Vote?*

The holders of the following five types of claims are not entitled to vote:

- a. holders of claims that have been disallowed by an order of the Court;
- b. holders of other claims that are not "allowed claims" (as discussed above), unless they have been "allowed" for voting purposes;

- c. holders of claims in unimpaired classes;
- d. holders of claims entitled to priority pursuant to §507(a)(2), (a)(3), and (a)(8) of the Code;
- e. holders of claims in classes that do not receive or retain any value under the Plan; and
- f. administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You May Have a Right to Object to the Confirmation of the Plan.

4. *Who Can Vote in More Than One Class?*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim. No such creditors are apparent in this case.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan.*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Non accepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless

confirm the Plan if the non-accepting classes are treated in the manner prescribed by §1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind non-accepting classes of claims if it meets all the requirements for consensual confirmation except the voting requirements of §1129(a)(8) of the Code, does not “discriminate unfairly”, and is “fair and equitable” toward each impaired class that has not voted to accept the Plan. You should consult your own attorney if a “cramdown” confirmation will affect your claim, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit C. The liquidation analysis demonstrates that the Plan provides a distribution to unsecured creditors approximately 5 times as much as would be paid in a hypothetical Chapter 7.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan. The Plan proposes liquidation by the sale or transfer of all assets of the bankruptcy estate.

The Debtor believes that the Debtor will have a contract for sale of his homestead property within 3 months of the confirmation of the plan.

V. EFFECT OF CONFIRMATION OF PLAN

A. NO DISCHARGE OF DEBTOR. Debtor will not be discharged from any debt until or unless he complies with the requirements of the plan, including tendering \$25,000 for

the payment of general unsecured creditors.

B. Modification of Plan

The Debtor may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan. The Debtor may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Debtor, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

Respectfully submitted,
Dated: September 19, 2016

s/ Kevin C Gleason

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re:

KEVIN C GLEASON

Case No.16-10001-JKO

Debtor-in-possession /

Chapter 11

KEVIN C GLEASON'S SECOND AMENDED PLAN

ARTICLE I SUMMARY

This Plan of Liquidation (the “Plan”) under chapter 11 of the Bankruptcy Code (the “Code”) proposes to pay priority and unsecured creditors of Kevin C Gleason (the “Debtor”¹) from the sale of assets or loans. The treatment of secured and purportedly secured creditors depends upon the property encumbered or allegedly encumbered by a lien.

This Plan provides for 8 classes of secured claims (both acknowledged or contested); 2 classes of unsecured claims; 2 classes for co-owners of property; and a class for the Debtor’s interest in property of the estate. Unsecured creditors and some secured creditors holding allowed claims will receive distributions from the sale of the Debtor’s homestead. A chart is attached to the Disclosure Statement as Exhibit B which lists each creditor and the amount which each creditor may receive based upon assumptions stated therein. This Plan also provides for the payment of administrative and priority claims.

All creditors should refer to the remainder of this Plan for information regarding the precise treatment of their claim. The Disclosure Statement accompanying this Plan provides more detailed information regarding this Plan and the rights of creditors. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

Exhibit A

¹ References to the “Debtor-in-possession” herein are intentional and distinguish Mr. Gleason’s concurrent roles as the Debtor and the Debtor-in-possession.

ARTICLE II CLASSIFICATION OF CLAIMS AND INTERESTS

Class 1 consists of the Secured Claim of Broward County Tax Collector for *ad valorem* and non *ad valorem* taxes for the year 2016 related to the 1442 Property (defined below). The claim is secured by a first-priority statutory lien on the Debtor's interest in the 1442 Property pursuant to §197.122 of the Florida Statutes. The lien securing the claim in Class 1 shall be retained after the Effective Date of the Plan until all taxes due are paid in full. The claim in Class 1 shall be paid in full by a lump-sum payment to be tendered no later than March 31, 2017. This Class is not impaired and is not permitted to vote on the Plan.

Class 2 consists of the Secured Claim of Broward County Tax Collector for *ad valorem and non ad valorem* taxes related to the 1312 Property (defined below). The claim is secured by a first-priority statutory lien on the Debtor-in-possession's interest in the 1312 Property pursuant to §197.122 of the Florida Statutes. The liens securing the claim in Class 2 shall be retained after the Effective Date of the Plan until all taxes due are paid in full. Upon resolution of the 2015 Foreclosure Case², the claim in Class 2 shall be satisfied as follows: 1) if Nationstar Mortgage, LLC or Deutsche Bank Trust³ is unsuccessful in completing its foreclosure of the 1312 Property, this claim shall be paid in full within 30 days of a final judgment against Nationstar Mortgage, LLC or Deutsche Bank Trust becoming final and non-appealable; or 2) the Broward County Tax Collector shall, upon a foreclosure judgment in favor of Nationstar Mortgage, LLC/Deutsche Bank Trust becoming final and non-appealable, be granted relief to exercise its rights under

² The foreclosure case of Deutsche Bank National Trust Company, as Trustee for Harbor View Mortgage Loan Trust 2004-8 Mortgage Loan Pass-through Certificates, Series 2004-8 v. Kevin C Gleason, *et al.* Case No. CACE 2015-021920 filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida on December 11, 2015, will be referred to herein as the “2015 Foreclosure Case.”

³ Deutsche Bank National Trust Company, as Trustee for Harbor View Mortgage Loan Trust 2004-8 Mortgage Loan Pass-through Certificates, Series 2004-8 will be referred to as “Deutsche Bank Trust”, which includes the interests, if any of Nationstar Mortgage, LLC, or the representative(s) or successor(s)-in-interest of either of them.

Florida law. The claim in Class 2 shall accrue interest in accordance with §511(a) of the Bankruptcy Code and §197.172 of the Florida Statutes. **Upon confirmation of the Plan the Broward County Tax Collector shall be enjoined from taking any actions to collect its claims so long as the Debtor is not in default under the Plan.** The Broward County Tax Collector will not be required to petition for the payment of *ad valorem and non ad valorem* taxes for the 2016 tax year, and subsequent years, and such post-petition taxes may be collected in the ordinary course pursuant to Florida law. This Class is impaired but no allowed claim is related to this Class, so the claimant is not permitted to vote on the Plan.

Class 3 consists of the Allowed Secured Claim of Broward County Tax Collector for *ad valorem and non ad valorem* taxes related to the 4121 Property (defined below). The claim is secured by a first-priority statutory lien on the Debtor-in-possession's interest in the 4121 Property pursuant to §197.122 of the Florida Statutes. The liens securing the claim in Class 3 shall be retained after the Effective Date of the Plan until all taxes due are paid in full. Upon resolution of the alleged rights of the claimant in Class 7, the claim in Class 3 shall be satisfied as follows: 1) if Deutsche Bank Americas⁴ is unsuccessful in foreclosing on the 4121 Property, this claim shall be paid in full within 30 days of the judgment becoming final and non-appealable; 2) if Deutsche Bank Americas is successful in foreclosing on the 4121 Property, the Broward County Tax Collector shall, upon a foreclosure judgment in favor of Deutsche Bank Americas becoming final and non-appealable, be granted relief to exercise its rights under Florida law. The claim in Class 3 shall accrue interest in accordance with §511(a) of the Bankruptcy Code and §197.172 of the Florida Statutes. **Upon confirmation of the Plan**

⁴ Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS7 was the Plaintiff in Case No. 11-023591 (11), which was pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, until it was terminated on January 21, 2014. Deutsche Bank Trust Company Americas shall be referred to as "Deutsche Bank Americas" herein which includes its representative(s) or successor(s)-in-interest.

the Broward County Tax Collector shall be enjoined from taking any actions to collect its claims so long as the Debtor is not in default under the Plan. The Broward County Tax Collector will not be required to petition for the payment of *ad valorem and non ad valorem* taxes for the 2016 tax year, and subsequent years, and such post-petition taxes may be collected in the ordinary course pursuant to Florida law. This Class is impaired and permitted to vote on the Plan.

Class 4 consists of the Allowed Secured Claim of Okeechobee County Tax Collector and various holders of tax certificates⁵ for *ad valorem and non ad valorem* taxes for 2016 and prior years related to the 16469 Property (defined below). These claims are secured by statutory liens on the 16469 Property pursuant to §197.122 of the Florida Statutes. The liens securing the claims in Class 4 shall be retained after the Effective Date of the Plan until all taxes due are paid in full. The claims in Class 4 shall be paid in full shall from the funds received by the Debtor within 10 days of the closing on the sale of the 1442 Property. If the Kincaids do not agree to the terms proposed as treatment of Class 8 below, the Debtor may place a second mortgage on the 1442 Property within 90 days after confirmation of the Plan⁶, from which distributions will be made within 10 days of the closing on such loan. The claims in Class 4 shall accrue interest in accordance with §511(a) of the Bankruptcy Code and §197.172 of the Florida Statutes. Notwithstanding any language to the contrary in the Debtor's Plan, the Okeechobee County Tax Collector will not be required to petition for the payment of *ad valorem and non ad valorem* taxes for the 2016 tax year, and subsequent years, and such post-petition taxes shall be paid and collected in the ordinary course pursuant to Florida law. The claims in Class 4 are impaired and are entitled to vote on the Plan.

⁵ The following creditors are also included in Class 4: Ilene Klasfeld; INA Group, LLC; and Joseph Edward Gazza.

⁶ The Debtor reserves the right to find a different source for the initial payments to Classes 4 and 12 without amending or modifying the Plan.

Class 5 consists of the interests of the **Estate of Alan Fleishman**, his heirs, assigns, devisees, and any other successor in interest in the real property commonly known as 16469 NW 288th Street, Okeechobee, Okeechobee County Florida, and described as

The West ½ of the East ½ of the South ½ of the South ½ of Tract 30, Section 14, Township 34 South, Range 33 East, according to the Plat thereof, as recorded in Plat Book 4, Pages 3A through 3D, of the Public Records of Okeechobee County, Florida.

Parcel Identification Number: 1-14-34-33-0A00-00030-000.

(Referred to herein as the “16469 Property”)

The Estate of Alan Fleishman holds a ½ interest in the 16469 Property as a tenant-in-common. As soon as practicable on or after the Effective date, fee simple title to the 16469 Property shall vest in the Kevin C Gleason and Patricia E Gleason, as tenants-by-entireties by consent or final judgment in an adversary proceeding. Upon transfer of the 16469 Property to the Debtor and his non-debtor spouse, the Estate of Alan Fleishman and his heirs, devisees and successors in interest, if any, shall be absolved of any liability to the Debtor and his non-debtor spouse related to the 16469 Property, and the Debtor and his non-debtor spouse shall be absolved of any liability to the Estate of Alan Fleishman and his heirs, devisees and successors in interest, if any. The Claimant in this Class has not filed a claim and is impaired but shall not be entitled to vote on the Plan.

Class 6 consists of claims of **Nationstar Mortgage, LLC** or **Deutsche Bank National Trust Company, as Trustee for the Benefit of the Harborview 2004-8 Trust Fund** related to whichever of them is able to establish an interest in a mortgage recorded in Official Records Book 37888 at Page 584 allegedly encumbering the real property commonly known as 1312 Polk Street, Hollywood, Broward County, Florida 33019, and described as:

LOTS 17, 18, 19 AND THE EAST 4.00 FEET OF THE SOUTH 50.00 FEET OF LOT 20, BLOCK 10, HOLLYWOOD LAKES SECTION, A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. FOLIO# 514214-01-1930.

(herein referred to as the "1312 Property"), jointly owned by the Debtor-in-possession and his non-debtor spouse. This class is impaired. The ultimate claimant in this Class shall receive no payment under the Plan, but shall retain whatever *in rem* rights either or both of them may have against the 1312 Property, except as provided herein. Upon entry of an order confirming this Plan, the automatic stay of 11 U.S.C. §362 shall terminate, and the claimant in this Class may pursue whatever *in rem* rights it has against the 1312 Property in any court of competent jurisdiction. Neither the Debtor, his spouse, nor any successor owner of the 1312 Property shall be precluded from asserting any defenses or affirmative defenses, including, but not limited to, the statute of limitations or laches in the 2015 Foreclosure Case, or any subsequently commenced or amended foreclosure case regarding the 1312 Property.

If the ultimate claimant in this Class does not complete foreclosure proceedings on or before the 365th day after the entry of an order confirming this Plan, its claims shall be deemed satisfied and its liens shall be extinguished and satisfied of record, by order of the Bankruptcy Court in recordable form to be filed in the public records of Broward County. The ultimate claimant in this Class may seek an extension of the 365-day limit herein for good cause shown before the expiration of the 365-day period.

Nationstar Mortgage, LLC filed a claim as a fully secured creditor. If Nationstar Mortgage, LLC holds an allowed claim as of the deadline for filing ballots, it shall be entitled to vote on the Plan. If the claim of Nationstar Mortgage, LLC is disallowed, Deutsche Bank Trust shall not be entitled to vote, there having been no claim filed on its behalf.

Class 7 consists of claims of **Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS7, aka Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS7**, related to its alleged interest in a mortgage recorded in Official Records Book 41399, at Page 1340, allegedly encumbering the real property commonly known as 4121 N. 31st Avenue, Hollywood, Broward County, Florida 33021, and described as:

THE SOUTH 105 FEET OF THE NORTH 555 FEET OF THE EAST 130 FEET OF THE WEST ½ OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 42 EAST, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA Property ID # 514205-00-0040

(herein referred to as the "4121 Property"), jointly owned by the Debtor-in-possession and his spouse. This class is impaired. The claimant in this Class shall receive no payment under the Plan, but shall retain whatever *in rem* rights it has against the 4121 Property, except as provided herein. Upon entry of an order confirming this Plan, the automatic stay of 11 U.S.C. §362 shall terminate, and the claimant in this Class may pursue whatever *in rem* rights it has against the 4121 Property in any court of competent jurisdiction. Neither the Debtor, his spouse, nor any successor owner of the 4121 Property shall be precluded from asserting any claims, defenses or affirmative defenses, including, but not limited to, the statute of limitations or laches in pursuit of rights related to the 4121 Property, or in response to a foreclosure case regarding the 4121 Property.

If the claimant in this Class does not complete foreclosure proceedings on or before the 365th day after entry of the order confirming this Plan, its claims shall be deemed satisfied and its liens shall be extinguished and satisfied of record, by order of the Bankruptcy Court in recordable form to be filed in the public records of Broward

County. Deutsche Bank Americas may seek an extension of the 365-day limit herein for good cause shown before the expiration of the 365-day period.

Deutsche Bank Americas has not filed a claim. The Claimant in this Class shall NOT be entitled to vote on the Plan.

Class 8 consists of **James G. Kincaid and Suzanne Adkison Kincaid** (hereinafter the “Kincaids”), related to their interest in a non-recourse mortgage recorded in Official Records Book 47016, at Page 512, encumbering real property commonly known as 1442 Polk Street, Hollywood, Broward County, Florida 33020, and described as:

LOTS 25 AND 26, BLOCK 94, OF HOLLYWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. Property ID # 5142 15 02 7620.

(the "1442 Property"), which is solely owned by the Debtor, but subject to the inchoate interests of his non-debtor spouse, Patricia E Gleason. This class is impaired.

The 1442 Property will be sold by listing it with Seabreeze Realty, LLC⁷. From the proceeds of sale, the non-recourse note shall be paid down such that the principal balance is \$200,000, and the sum of \$240,000 shall be placed into an interest-bearing account secured to the benefit of the Kincaids until the acquisition of a replacement property on which the Kincaids shall hold a 1st mortgage with no less than an 80% loan-to-value ratio⁸, and otherwise the terms of the existing mortgage, including the requirement for continuing monthly payments,⁹ shall remain unchanged. The Claimant

⁷ Seabreeze Realty, LLC is the brokerage owned and operated by Patricia E. Gleason, the Debtor's spouse. See the Disclosure Statement for more information.

⁸ The loan-to-value ratio shall be computed to include any improvements or repairs for which professional estimates are obtained prior to closing, and which improvements or repairs are completed as soon as practicable after closing.

⁹ The mortgage provides for recalculation of the monthly payment when payments are made toward principal in multiples of \$10,000.

in this Class has not filed a claim and shall NOT entitled to vote on the Plan.

If the Kincaids object to the treatment provided herein, the 1442 Property may be rented. The payment to claimants in Classes 4 and 12, and administrative expense claims will be made from a portion of the proceeds of a loan in the sum of \$30,000, secured by a second mortgage on the 1442 Property. The rental income may be used to repay the second mortgage loan. The Debtor reserves the right to find alternate sources of funding for the Plan without filing a modification or amendment to the Plan.

Class 9 consists of the secured Claim #8 of the Creditor, World Omni Financial Corp. (aka Southeast Toyota Finance), in the original principal amount of \$21,119.94, related to the purchase of a certain 2015 Toyota Prius, which claim is impaired. This claimant shall continue to be paid at the contract interest rate of 6.65% and the contractual monthly payments of \$357.51 until the claim is paid in full according to the original terms which obligates the Debtor to make monthly payments of \$357.51 until and including January 24, 2022. The claim in this class is impaired only by the discharge of the Debtor. **Upon confirmation of the Plan, World Omni Financial Corp, and any successor in interest thereto, shall be enjoined from taking any actions to collect its claim unless payments are not made in accordance with the terms of the original agreement.** The claimant in this Class shall be entitled to vote on the Plan.

Class 10 consists of the claim of **Patricia E Gleason** (hereinafter “Mrs. Gleason”) and interests in real estate owned with the Debtor as tenants-by-entireties¹⁰ and the inchoate interest of Mrs. Gleason in real property titled exclusively in the name of the Debtor. The claim in this Class is impaired. Mrs. Gleason’s claim shall be paid from the net proceeds of the sale of the Debtor’s homestead, and if not fully paid from such

¹⁰ The following properties are owned by the Debtor-in-possession and Mrs. Gleason as tenants-by-entireties: 1312 Property; 4121 Property; and the 16469 Property.

proceeds, shall be paid from the net proceeds of the sale of the 4121 Property or 1312 Property¹¹. The Claimant in this Class is entitled to vote on the Plan.

Class 11 consists of **Revolving Credit Accounts electing to continue granting credit to the Debtor¹² (hereinafter “Credit Cards”)**. Any Credit Cards which elect to be treated in Class 11 shall reinstate all credit privileges which existed as of the Petition Date (January 1, 2016) and shall agree that so long as the Debtor complies with all requirements of the respective credit agreements, his credit privileges shall not be reduced or impaired for a minimum period of 5 years after the Effective Date. Claims of Claimants electing to be treated in Class 11 shall be paid in accordance with the respective credit agreement, but the reinstatement interest rate shall be subject to negotiations. If the Debtor does not agree with proposed reinstatement interest rate of a claimant in this Class, such Claimant’s claim shall be treated in Class 12. Claimants in this class which have allowed claims are impaired and are entitled to vote on the Plan.

Class 12 Unsecured Creditors shall receive a *pro rata* dividend from the funds received by the Debtor within 10 days of the closing on the sale of the 1442 Property. If the Kincaids do not agree to the terms proposed as treatment of Class 8 above, the Debtor may place a second mortgage on the 1442 Property within 90 days after confirmation of the Plan¹³, from which distributions will be made within 10 days of the closing on such loan. An additional distribution to claimants in this Class, up to 100% of the claims, shall be made as provided in Article VI below if the 1312 Property or the

¹¹ Any balance unpaid to this claimant, which is paid from the proceeds of the sale of the 1312 Property or the 4121 Property shall be paid at closing, as an item on the closing statement, and shall not be included in the calculation of net proceeds. In other words, the unsecured claimants in Class 12 will be paid after the claim of Mrs. Gleason if sufficient proceeds are generated from the sale of either the 1312 Property or the 4121 Property.

¹² Only the following entities may elect to be treated in Class 11 if they hold an allowed claim: Discover Card (Last 4 digits of account number 2529); Citicard (Last 4 digits of account number 4449). Citicard has not yet filed a claim.

¹³ The Debtor reserves the right to find a different source for the initial payments to Classes 4 and 12 without amending or modifying the Plan.

4121 Property are sold within 5 years of the Effective Date and if the proceeds of any such sale(s) are sufficient to make an additional distribution after paying the claim in Class 10 in full.

Claimants holding allowed claims in this Class are impaired and entitled to vote.

Class 13 includes the interests of the individual Debtor in property of the estate. Upon making the initial distributions to claimants in Class 12, the following property shall vest in Mr. Gleason (and not as Debtor-in-possession), free and clear of all liens, claims or interests (except the liens of Broward County and World Omni Financial Corp, and the mortgage of the Kincaids): the 1442 Property; all individually-owned personal property listed on his Schedules¹⁴, and any property acquired by the Debtor-in-possession on or after January 1, 2016 through the date of the entry of an order confirming this Plan. All property titled in the name of either SPF Water Systems, Inc. or Kevin Gleason, P.A., shall be transferred to the Debtor individually, and not as the Debtor-in-possession after the initial distributions to claimants in Class 12. All personal property listed in the Schedules as owned jointly with Patricia E Gleason shall remain jointly owned with Patricia E. Gleason.

**ARTICLE III ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

Unclassified Claims. Under section §1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on or before the Effective Date of this Plan (as defined in Article VIII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor-in-possession.

Priority Tax Claims. Each holder of a priority tax claim will be paid in full on the

¹⁴ and any amendments thereto.

Effective Date of this Plan (as defined in Article VIII), in cash.

United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (hereinafter “U.S. Trustee Fees”) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be paid on or before the Effective Date.

ARTICLE IV ALLOWANCE AND DISALLOWANCE OF CLAIMS

Disputed Claim. A disputed claim is a claim to which an objection has been lodged and that has not been allowed or disallowed by a final non-appealable order.

Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim until such claim is allowed by a final non-appealable order.

Settlement of Disputed Claims. The reorganized Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE V EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The Debtor is not a party to any executory contracts or unexpired leases.

ARTICLE VI MEANS FOR IMPLEMENTATION OF THE PLAN

The Plan will be funded from the proceeds of the sale of the Debtor’s homestead (the 1442 Property). Upon approval of the Disclosure Statement, the 1442 Property shall be listed with Seabreeze Realty under normal terms. From the proceeds of sale, claimants in Class 12 shall receive a distribution from the sum of \$25,000; and possibly up to 100% payment through the subsequent sale¹⁵ of the 1312 Property or the 4121 Property. Upon sale of the 1442 Property the Debtor shall disburse in accordance with the terms of the Plan.

¹⁵ if sold within 5 years of the Effective Date. This additional distribution is completely speculative and is dependent upon factors not within the control of the Debtor, including the ruling of the Supreme Court of Florida in the pending *Bartram* case explained in the Disclosure Statement, and market conditions at the time of sale of the properties.

The Debtor's spouse consents to the sale of the 1442 Property free and clear of her inchoate dower interest, and shall, at least 10 days before the confirmation hearing, execute and deliver a limited power of attorney in favor of the Debtor to effectuate a conveyance and sale of the 1442 Property.

ARTICLE VII GENERAL PROVISIONS

Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

Effective Date of Plan. The Effective Date of this Plan is the 19th day after entry of an order confirming this Plan. If, however, a stay of the confirmation order is obtained, the Effective Date will be the fifth business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

Substantial Consummation The Plan shall not be substantially consummated until the distributions have been mailed to all allowed unsecured claimants in Class 12.

Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

Binding Effect. The rights and obligations of any person or entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

Cramdown. Debtor reserves the right to seek confirmation of the Plan notwithstanding the rejection or non-acceptance of the Plan by one or more classes of creditors, pursuant to §1129(b) of the Bankruptcy Code.

ARTICLE VIII DISCHARGE

Discharge. Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on distribution of the sum of \$25,000 in accordance with the terms of this Plan, or as otherwise provided in § 1141(d)(5) of the Code.

ARTICLE IX OTHER PROVISIONS

Default. If any payment required under this Plan is not timely made, or if the Debtor fails to perform any obligation required under the Plan for more than 10 days after the time specified in this Plan, any adversely affected creditor may serve upon the Debtor a written notice of default. The Debtor is in material default under this Plan if the Debtor fails within 15 days of such notice of default, either: (I) to cure such material default, or: (ii) to seek from the Bankruptcy Court an extension of time to cure the material default or a determination that no default has occurred. The Bankruptcy Court shall be requested to set a status conference within 90 days after the Effective Date, and every 45 days thereafter until substantial consummation of the Plan.

Retention of Jurisdiction. The Bankruptcy Court shall be requested to retain jurisdiction until: all Plan payments have been made to claimants in Classes 4 and 12; the Debtor's discharge is issued; and any pending contested matters or adversary proceedings are concluded. Notwithstanding the closing of this case, before or after issuance of discharge, the Bankruptcy Court shall retain jurisdiction to reopen the case without payment of a filing fee to issue any orders which may be required pursuant to Title 11 of the United States Code, Section 1142(b), and to:

A. allow Claims and hear objections thereto;

- B. approve the payment of Administrative Expenses (if any);
- C. complete any adversary proceeding or contested matters pending;
- D. determine and resolve defaults under the Plan until the case is closed before entry of discharge;
- E. make such other orders as are necessary and appropriate to carry out the provisions of the Plan;
- F. correct any defect, cure any omission, or reconcile any inconsistency in the Plan or Order of Confirmation as may be necessary to carry out the purposes and intent of the Plan;
- G. adjudicate all Claims to any lien on any property of the Debtor or proceeds thereof;
- H. determine the amount of any secured claim;
- I. Determine the amount payable to claimants in Classes 6 and/or 7 upon proposed sale of the 4121 Property and/or the 1312 Property after confirmation of the Plan, including the value of either of those properties as of the confirmation date;
- J. recover or order the transfer of any assets or properties of the Debtor to the extent necessary for consummation of the Plan;
- K. deem satisfied and extinguish the liens of the creditors in Classes 6 and 7 by entry of an order of the Bankruptcy Court in recordable form to be filed in the public records of Broward County; and
- L. retain jurisdiction over any foreclosure proceedings involving the real properties described herein as the 1312 Property and the 4121 Property to the extent of any federal questions, and the deadline for filing a removal action is extended for 10 days more than the period of time allotted for the claimants in Classes 6 and 7 to complete their foreclosures as to the 1312 Property and the 4121 Property.
After relinquishment of jurisdiction by the Bankruptcy Court, the provisions of the

Plan may be enforced by any court of competent jurisdiction including the Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida.

Notices. Any notice required to be provided to the Debtor under the Plan shall be in writing and sent by certified mail, return receipt requested, postage prepaid, addressed to: Kevin C Gleason, 4121 N 31st Ave, Hollywood, Fl 33021-2011. If to a creditor, at the address listed on the creditor's proof of claim filed with the Court or on Debtor's submitted schedules if no claim has been filed. Any party may change the address to which notices are to be sent to it by giving notice to each other party in the manner set forth herein, and notices shall be deemed received on the 4th business day after mailing.

Unclaimed Funds. Any check for any payment due hereunder which shall remain uncashed after sixty days from the date of mailing same to the record address of the Claimant shall be deemed forfeited, payment stopped and such funds shall thereupon revert to the Debtor. The failure to timely negotiate a check tendered in payment for a claim hereunder, or the returned mail with no forwarding address constitutes a waiver of any future payments to such creditor under the Plan and forfeiture of any payments due such creditor, such forfeited payments to remain property of the Debtor.

Debtor-in-Possession Account. After the Effective Date, the Debtor-in-possession may discontinue the designation of the Chase account as a Debtor-in-possession account.

Retiree Benefits. The Debtor has no outstanding Claims, or anticipated future Claims for retiree benefits within the meaning of 11 U.S.C. Sec. 1114(a).

Domestic Support Obligations. The Debtor is not required by a judicial or administrative order, or by statute, to pay a domestic support obligation.

Future Cooperation. If any claimant, or its successor in interest, fails and refuses to execute any document necessary to implement the terms of the Plan (including, but not limited to a release of lien or release of mortgage), such claimant shall be liable for attorney's fees and costs incurred in obtaining such document or a substitute therefor.

Special Tax Provisions. The issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a stamp tax or similar tax. There shall be no tax under any law imposing a stamp tax or similar tax due on: the recording of any documents related to the transfers of the real or personal property to or from the Debtor; or related to financing obtained by the first transferee of any property from the Debtor as provided under the Plan.

Specifically, but without limitation, there shall be no tax under any law imposing a stamp tax or similar tax due on the recording of any documents related to the transfers of the following real property:

- (i) the 1442 Property, including the transfer from the Debtor's spouse to the Debtor, from the Debtor to any third-party purchaser of the 1442 Property, and on the Debtor's first subsequently-purchased property using the proceeds of the sale of the 1442 Property and the retained portion of the Kincaid mortgage, such replacement property being situated in Broward County, Palm Beach County, or Martin County, Florida;
- (ii) the 1312 Property, including the transfer from the Debtor's spouse to the Debtor, or to any third-party purchaser of the 1312 Property, including any mortgages placed by such third-party purchaser;
- (iii) the 4121 Property, including the transfer from the Debtor's spouse to the Debtor, or to any third-party purchaser of the 4121 Property, including any mortgages placed by such third-party purchaser;
- (iv) or the 16469 Property, including the transfer from the Estate of Alan Fleischman to the Debtor and his non-debtor spouse as tenants-by-entireties.

Disbursing Agent. The disbursing agent under the Plan shall be Kevin C Gleason.

Respectfully submitted,

By: s/Kevin C Gleason

Dated: September 19, 2016

ALL CLAIMS BY CLAIM #

Claim #	Claimant	Claim Amount	Plan Class
1	Discover Bank*	9,723.68	11 or 12
2	Discover Bank	4,148.69	12
3	Okeechobee Taxes	206.71+	4
4	Okeechobee Taxes	2,307.52+	4
5	Ilene Klasfeld**	303.28	4
6	Internal Revenue Service	13,346.21	12
7	Broward County Taxes	3,585.26	1 - 3
8	World Omni Financial Com.	21,120.94	9
9	Leonard Bashkin	550.00	12
10	Patricia E. Gleason	73,162.63	10
11	Nationstar Mortgage LLC or Deutsche Bank Trust	776042.49	6
12	Jager Smith P.C.	16,217.84	12
Sch	Barclays Bank Delaware	12,090.26	12
Sch	Nicholas A. Solimine, Jr.	7,233.00	12

* If Discover elects Class 11, normal monthly payments will resume in accordance with the revolving credit agreement, otherwise, It shall receive a *pro rata* distributions in Class 12, which will reduce the percentage payment to Class 12.

+ Class 4 The actual amount will be higher due to accruing statutory interest.

** This amount is included in the payment to Okeechobee.

UNSECURED CREDITORS PROJECTED DISTRIBUTIONS

Claim #	Claimant	Claim Amount	Projected Payment	Projected Payment *
1	Discover Bank	9,723.68	3,839.73	0
2	Discover Bank	4,148.69	1,638.25	1,935.53
6	IRS	13,346.21	5,270.21	6,226.54
9	Leonard Bashkin	550.00	217.19	256.60
4.1	Barclays Bank	12,090.26	4,774.25	5,640.59
12	Jager Smith P.C.	16,217.84	6,404.17	7,566.27
4.3	Nicholas Solimine	7,233.00	2,856.19	3,374.48
		Total Paid**	25,000	25,000
		Total Claims	63,309.68	53,586.00
	Distribution %		39.49%	46.65%

* This column projects the distribution to unsecured creditors if Discover elects treatment in Class 11.

** Adjustments will be made for rounding errors.

CLAIMS MATRIX BY CLASS

Class	Claimant
11 or 12	Discover Bank (Personal Card)
12	Barclays Bank Delaware
12	Bashkin, Leonard
12	Discover Bank (Corporate Card)
12	Internal Revenue Service
12	Jager Smith P.C.
12	PNC Bank, N.A.
12	Solimine, Nicholas A. Jr.
10	Patricia E. Gleason
9	World Omni Financial Com.
8	Kincaids
7	Deutsche Bank Trust Co Americas
6	Nationstar Mortgage LLC or Deutsche Bank Trust
5	Estate of Alan Fleischman
4	Okeechobee Taxes
4	Ilene Klasfeld
1, 2, 3	Broward County Taxes

CLAIMS MATRIX BY NAME

Claimant	Class
Barclays Bank Delaware	12
Bashkin, Leonard	12
Broward County Taxes	1, 2, 3
Deutsche Bank Trust Co Americas	7
Discover Bank (Personal Card)	11 or 12
Discover Bank (Corporate Card)	12
Fleischman, Estate of Alan	5
Gleason, Patricia E.	10
Internal Revenue Service	12
Jager Smith P.C.	12
Kincaids	8
Klasfeld, Ilene	4
Nationstar Mortgage LLC	6
Okeechobee Taxes	4
Okeechobee Taxes	4
Solimine, Nicholas A. Jr.	12
World Omni Financial Com.	9

Liquidation Analysis				
Asset	Value	Lien	Exempt or Immune?	Liquidation Value
1312 Property	373080	756362	I	0
4121 Property	157310	451833	I	0
1442 Property	599000	365000+/-	E	0
16469 Property	2830	2515	I	0
1997 Ford E150 Van	500	0	E	0
2015 Toyota Prius	17308	21045		0
Suzuki DR200	400	0		400
Honda Ruckus 50	100	0		100
Honda Rebel 1986	100	0		100
Honda Rebel 1987	100	0		100
Cargo Trailer	100	0		100
Open Trailer	100	0	I	0
Kayak	100	0		100
Canoe	200	0	I	
Double Kayak	100	0	I	
Boat Accessories	100	0	I	
Chinese ATV	50	0		50
Household appliances	1390	0	I	0
Electronics	300	0	I (160)	140
Collectibles	1000	0	I	0
Vase	20	0	E	20
Sport/Hobby Equip.	236	0	I	0
Firearms	2000	0		2000
Clothing	1	0		0
Jewelry	500	0		500
Pens	500			500
Dog	1		I	0
Medically Prescribed	1		E	0
Holiday Decorations	500	0	I	0
Vinyl Records	25	0		25

Liquidation Analysis- Continued				
Asset	Value	Lien	Exempt or Immune?	Liquidation Value
Consumables	1	0	I	0
Cash	165	0		165
Checking Account	5146		E	0
Dunkin Card	20			0
Stocks/Bonds	6		Some I	0
Non-Public Entities	8			0
401k + IRAs	36700	0	E	0
Fl Prepaid Account	1	0	E	0
Intellectual Property	1	0		0
Licenses	6			0
Tax Refund	1			0
Insurance	0			0
3 rd party claims	0		I	0
Garden Plants	0			0
Total Liquidation Value of Estate Assets				4300
Less Chapter 7 Trustee commission .25				(1075)
Available for Distribution in Hypothetical Chapter 7				3225

Notes:

- Dollar amounts are rounded.
- Values of real property reflect appraised value by County Property Appraiser. Actual values may be higher or lower. The 1312 Property is valued as adjusted by the Magistrate after considering the challenges of the property.
- Most values of personal property reflect the value listed in the Schedules [ECF 15] except those items listed in the Schedules with a value of \$1, which indicates nominal value. All items of nominal value are listed with a value of 0 as liquidation value.
- Liens on 1312 Property, 4121 Property are disputed.
- Under the column "Exempt or Immune", E=claimed as exempt and no objections filed, I=claimed as immune as tenants-by-entireties and no objections filed. If the row is blank then the asset is neither exempt, nor immune.

EXHIBIT C

THE SUMMARY PAGES OF THE MOST RECENT DIP
REPORT AFTER APPROVAL OF THE DISCLOSURE
STATEMENT AND BEFORE MAILING OF THE
DISCLOSURE STATEMENT WILL INSERTED HERE.

EXHIBIT D



**DECISION OF THE VALUE ADJUSTMENT BOARD
VALUE PETITION**

DR-485V
R. 11/12
Rule 12D 16.002, F.A.C.
Effective 11/12

County: Broward

The actions below were taken on your petition.

These actions are a recommendation only, not final These actions are a final decision of the VAB
If you are not satisfied after you are notified of the final decision of the VAB, you have the right to file a lawsuit in circuit court to further contest your assessment. (See sections 193.155(8)(l), 194.036, 194.171(2), 196.151, and 197.2425, Florida Statutes.)

Petition # 2014-12661	Parcel ID 514214011930
Petitioner name GLEASON,KEVIN C & PATRICIA E The petitioner is: <input checked="" type="checkbox"/> taxpayer of record <input type="checkbox"/> taxpayer's agent <input type="checkbox"/> other, explain:	Property address 1312 POLK ST HOLLYWOOD, FL 33019

Decision Summary Denied your petition Granted your petition Granted your petition in part

Value Lines 1 and 4 must be completed	Value from TRIM Notice	Before Board Action Value presented by property appraiser Rule 12D-9.025(10), F.A.C.	After Board Action
1. Just value, required	555,240.00	555,240.00	308,340.00
2. Assessed or classified use value,* if applicable	504,430.00	504,430.00	308,340.00
3. Exempt value,* enter "0" if none	0.00	0.00	0.00
4. Taxable value,* required	504,430.00	504,430.00	308,340.00

*All values entered should be county taxable values. School and other taxing authority values may differ. (Section 196.031(7), F.S.)

Reasons for Decision [Fill-in fields will expand or add pages, as needed.](#)

Findings of Fact
(See Attached)

Conclusions of Law
(See Attached)

Recommended Decision of Special Magistrate Finding and conclusions above are recommendations.

MACHARE,JORGE	MACHARE,JORGE	02/19/2015
Signature, special magistrate	Print name	Date
VAB Clerk	VAB Clerk	02/25/2015
Signature, VAB clerk or special representative	Print name	Date

If this is a recommended decision, the board will consider the recommended decision on _____ at _____
Address
If the line above is blank, the board does not yet know the date, time, and place when the recommended decision will be considered. To find the information, please call 954 357-7205 or visit our web site at <https://bcvab.broward.org/AxiaW>

Final Decision of the Value Adjustment Board

Signature, chair, value adjustment board	Print name	Date of decision
Signature, VAB clerk or representative	Print name	Date mailed to parties

Findings of Fact:

The subject is a Two story property built on 1938 located in the City of Hollywood. The property appraiser (PAO) presents subjects exterior photos and aerial map showing the property is located in a Residential neighborhood.

The PAO develops a Sales Comparison Approach using 8 closed sales, The calculated Mean is \$747,854 equivalent to \$208.5 per sf., this ratio was multiplied by the subject's living area arriving to the Market value: \$753,800, after 10% Cost of Sale is applied the value is \$678,420. As shown at the bottom of the grid SAR is 74% as the subject is finally assessed @ \$504,430.

The petitioner's evidence consists:

- First of an Engineer's report made on 04/22/2010 in which Executive Summary reads: "the structure has settlement cracks around the perimeter of the exterior wood frame walls....., the most significant damage was noted along the west wall on the first and second floor. The west wall, west side second floor and west side roof may collapse with any significant wind event". "The current structure is unsafe and should not be inhabited".
- Second an Easement and Maintenance Agreement
- Third: A Short Sale contract for \$170,000 signed on 09/15/2012, and the Bank of America Approval for that amount. As per petitioner testimony his never closed an another contract was signed for \$130,000.
- Fourth: A property card and the listing for a vacant land sold win the neighborhood for \$95,000.

Further evidence submitted by the petitioner consists of interior photos of the property evidencing this remains in very poor condition, and is in need of extensive repairs. The PAO stated that as per visual observation from outside it was noticed the pool appears to be in good working condition, the landscaping is well maintained and some chairs are around the pool.

The petitioner states that pool and landscaping are maintained after neighbor's complaint.

When reviewing the PAO evidence it was noticed some of the comparables used are in N Southlake Dr and N Northlake Dr which have view to the lake leading to the Intracoastal, this is considered a superior location, the comparison grid does not account properties condition that may be a relevant item as some of neighborhood properties were completely remodeled, furthermore the majority of comparables were built after 50's when construction is CBS instead Frame as the subject is.

The petitioner's evidence shows the extreme damage on the property, and based on the engineer's report it appears the building not to be adding value to the property.

Therefore the most appropriate assessment for the subject's valuation is to consider as the land value only.

The vacant land sale on 1547 Jackson St, appears to be a good market indicator for the subject, this property was sold for \$95,000 and the site size is: \$17.64 per sf.

Therefore the subject value should be $\$17.64 \times 19,422 \text{ sf.} = \$342,604$, applying 10% COS the value is: \$308,343. For the assessment purpose this would be considered @ \$308,340.

Therefore based on the evidence presented and testimony provided at the hearing is my recommendation lower the value to \$308,340.

Granted by Special Magistrate at Hearing & after Tax Roll

Conclusions of Law:

Florida Law requires the Property Appraiser to establish a presumption of correctness. For the Property Appraiser to establish a presumption of correctness for the assessment, the admitted evidence must prove by a preponderance of the evidence that the Property Appraiser's just valuation methodology complies with Section 193.011, Florida Statutes and professionally accepted appraisal practices. In the instant matter, the Property Appraiser established a presumption of correctness for the assessment because the admitted evidence proves by a preponderance of the evidence that the Property Appraiser's just valuation methodology complies with Section 193.011, Florida Statutes and professionally accepted appraisal practices. Since the Property Appraiser established a presumption of correctness, the Petitioner must overcome the established presumption of correctness by proving that the admitted evidence proves by a preponderance of the evidence that: (a) the Property Appraiser's just valuation does not represent just value; or (b) the Property Appraiser's just valuation is arbitrarily based on appraisal practices that are different from the appraisal practices generally applied by the Property Appraiser to comparable property within the same county. In the instant matter, the Petitioner overcame the Property Appraiser's established presumption of correctness because the admitted evidence proves by a preponderance of the evidence that (a) the Property Appraiser's just valuation does not represent just value; or (b) the Property Appraiser's just valuation is arbitrarily based on appraisal practices that are different from the appraisal practices generally applied by the Property Appraiser to comparable property within the same county. Further, competent substantial evidence of just value which cumulatively meets the criteria of Section 193.011, Florida Statutes, and professionally accepted appraisal practices exists in the record for Special Magistrate to establish a revised just value.