

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re:

Andrew J. Cikar and
Cheryl L. Cikar,

(Chapter 7)

Debtors.

Case No. 12-14328

Andrew J. Cikar and
Cheryl L. Cikar,

Plaintiffs

v.

Adv. No. 13-13

Blackhawk Community Credit Union,

Defendant.

MEMORANDUM DECISION

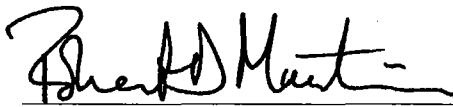
This case is very similar to *Thrun v. Blackhawk Community Credit Union*, Adv. No. 12-231, also decided today. Cross motions for summary judgment ask whether the credit union has a valid security interest in the debtor's vehicle. On November 5, 2007, the plaintiff debtors signed a Loanliner Open-End Plan Signatures PLUS with Blackhawk Community Credit Union ("Blackhawk"). The credit agreement created subaccounts under which the debtor was able to take out loans or "advances," and provided that Blackhawk would have a security interest in "all property described in any receipt, voucher or other document you receive for an advance."

On October 14, 2011, the debtors requested an advance under the plan to finance the purchase of a 2003 GMC Sierra. With the advance, Blackhawk issued an Advance Receipt to the debtors which stated that "[t]his advance is governed by the terms of your Consumer Lending

Plan.” It also provided that “[y]ou are giving a security interest in your shares and deposits in the credit union, as well as the collateral described on page 2.” The second page identified the vehicle by year, make, model, and VIN number.

While the description of collateral slightly differs from the *Thrun* case, Blackhawk and the debtors in this case make the same arguments regarding the sufficiency of the description. For the reasons provided in the attached *Thrun* memorandum decision, the description of the collateral in the credit agreement is sufficient. It is possible to determine objectively that the 2003 GMC Sierra was purchased under the credit agreement with an advance from Blackhawk. The parties also intended for the vehicle to be covered by the agreement. Paragraph 6 of the credit agreement specifically mentions a subaccount for “New Cars.” The description of “all property described in any receipt, voucher or other document you receive for an advance” in this case is sufficient to describe the debtors’ vehicle as after acquired collateral. The defendant may have summary judgment dismissing this adversary proceeding.

Dated: June 11, 2013

A handwritten signature in black ink, appearing to read "Robert D. Martin", written over a horizontal line.

ROBERT D. MARTIN
UNITED STATES BANKRUPTCY JUDGE