

FILED VIA MAIL

OCT 29 2018

U.S. Bankruptcy Court
Middle District of Florida
Orlando Division

CLERK U.S. BANKRUPTCY,
ORLANDO DIVISION

INGERSOLL FINANCIAL, LLC,)
)
Debtor.)

Case No.: 6:17-bk-07077-KSJ

Response to Debtor's Objection to Claim No. 154 Filed by Brandford H.R. Hargrove

1. The Debtor's attorney filed an Objection to my proof of claim agreeing that I should receive payment for the taxes I paid and interest but denying that I should be paid for the repairs and maintenance I did on the property.

2. The Debtor admits that I am entitled to \$8,416.57. The Debtor denies that I am entitled to my repair and maintenance expenses and interest thereon which I am entitled to receive pursuant to the Code of Alabama.

3. The repair and maintenance expenses are lawful redemption charges that must be paid pursuant to Code of Alabama §§ 40-10-83, 40-10-120 and/or 40-10-122.

4. Specifically regarding repair and maintenance expenses, Code of Alabama § 40-10-122 states:

* * *

(c) With respect to property which contains a residential structure at the time of the sale regardless of its location, the proposed redemptioner must pay to the purchaser or his or her transferee, in addition to any other requirements set forth in this section, the amounts set forth below:

(1) All insurance premiums paid or owed by the purchaser for casualty loss coverage on the residential structure with interest on the payments at 12 percent per annum.

(2) The value of all preservation improvements made on the property determined in accordance with this section with interest on the value at 12 percent per annum.

(d) As used herein, "permanent improvements" shall include, but not be limited to, all repairs, improvements, and equipment attached to the property as fixtures. As used herein, "preservation improvements" shall mean improvements made to preserve the property by properly keeping it in repair for its proper and reasonable use, having due regard for the kind and character of the property at the time of sale. The proposed redemptioner shall make written demand upon the purchaser of a statement of the value of all permanent or preservation improvements as applicable made on the property since the tax sale. In response to written demand made pursuant to this subsection, within 10 days from the receipt of such demand, the purchaser shall furnish the proposed

redemptioner with the amount claimed as the value of such permanent or preservation improvements as applicable; and within 10 days after receipt of such response, the proposed redemptioner either shall accept the value so stated by the purchaser or, disagreeing therewith, shall appoint a referee to ascertain the value of such permanent or preservation improvements as applicable. The proposed redemptioner shall in writing (i) notify the purchaser of his or her disagreement as to the value; and (ii) inform the purchaser of the name of the referee appointed by him or her. Within 10 days after the receipt of such notice, the purchaser shall appoint a referee to ascertain the value of the permanent or preservation improvements as applicable and advise the proposed redemptioner of the name of the appointee. Within 10 days after the purchaser has appointed his or her referee, the two referees shall meet and confer upon the award to be made by them. If they cannot agree, the referees shall at once appoint an umpire, and the award by a majority of such body shall be made within 10 days after the appointment of the umpire and shall be final between the parties.

(e) If the proposed redemptioner fails or refuses to nominate a referee as provided in subsection (d), he or she must pay the value put upon the improvements by the purchaser. If the purchaser refuses or fails to appoint a referee, as provided in subsection (d), the purchaser shall forfeit his or her claim to compensation for such improvements. The failure of the referees or either of them to act or to appoint an umpire shall not operate to impair or forfeit the right of either the proposed redemptioner or the purchaser in the premises and in the event of failure without fault of the parties to affect an award, the appropriate court shall proceed to ascertain the true value of such permanent or preservation improvements as applicable and enforce the redemption accordingly.

5. In support of my Proof of Claim, I submitted documentation showing what work I have done on the property.

6. All of the items claimed in my Proof of Claim are due and payable in order to redeem the subject property pursuant to Code of Alabama §§ 40-10-83, 40-10-120 and/or 40-10-122.

7. I do not request a hearing on this matter. I wish for the court to rule on the objection and my response.

Brandford H.R. Hargrove
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I hereby certify I mailed a copy of this response to the Debtor's attorney via First Class U.S. Mail, postage prepaid, on this the 24th day of October, 2018.

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