

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

IN RE:]
]]
ATLANTIC FABRICATION & DESIGN, LLC.] Case No. 17-14891-JDL
] Chapter 11
Debtor.]

OBJECTION TO DEBTOR'S EXPEDITED MOTION FOR ORDER PURSUANT TO 11 U.S.C. § 105 AUTHORIZING PAYMENT OF PRE-PETITION CLAIMS OF CRITICAL TRADE CREDITORS AND BRIEF IN SUPPORT

COME NOW Bank of Kremlin, by and through counsel, J. David Ezzell, and for its Objection to Debtor's Expedited Motion for Order Pursuant to 11 U.S.C. § 105 Authorizing Payment of Pre-Petition Claims of Critical Trade Creditors and brief in support, allege and state that:

1. The Debtor filed their Chapter 11 Bankruptcy Petition on December 4, 2017.
2. Bank of Kremlin is an over-secured creditor with the following debts owed by

Debtor:

Loan #368813 with principal and interest due as of the Petition date of \$800,787.95 with interest accruing at a variable rate, currently 5.25% per annum

Loan #414584 with principal and interest due as of the Petition date of \$177,851.17 with interest accruing at a variable rate, currently 5.25% per annum

Loan #421591 with principal and interest due as of the Petition date of \$191,780.45 with interest accruing at a fixed rate of 5.5% per annum

3. Bank of Kremlin's notes are secured by a Mortgage on a tract located in the SW/4 of 21-22N-6WIM in Garfield County, Oklahoma; assignments of life insurance policies on the lives of Michael Johnson and Paul Stitt; and properly perfected liens on all inventory, chattel paper, accounts receivable, equipment, and general intangibles.

4. Bank of Kremlin objects to the Debtor's payment of trade claims of critical vendors absent an Order providing for adequate protection payments to maintain its loan balance.

5. Bank of Kremlin objects to the Debtor's payment of trade claims of critical vendors absent an Order granting a replacement lien in all accounts receivable, inventory, and equipment in order to maintain its collateral position.

6. Bank of Kremlin objects to the Debtor's payment of trade claims of critical vendors absent evidence of adequate casualty insurance to protect its collateral.

7. Bank of Kremlin objects to the Debtor's payment of trade claims of critical vendors because the Debtor has not established a sufficient basis for the disparate treatment of those vendors, nor has the Debtor established that its budget will allow such payments to be made.

8. Counsel for Bank of Kremlin and the Debtor have engaged in discussions that have addressed the issues raised by the Bank of Kremlin, as well as other pertinent issues, and believe that an agreement has been reached to resolve the issues.

WHEREFORE, Bank of Kremlin prays that the Court deny Debtor's Expedited Motion for Order Pursuant to 11 U.S.C. § 105 Authorizing Payment of Pre-Petition Claims of Critical Trade Creditors.

s/ J. David Ezzell
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CERTIFICATE OF SERVICE

This is to certify that on the 5th day of December, 2017, a true and correct copy of the above and foregoing *Objection to Debtor's Expedited Motion for Authority to Use Cash Collateral and Related Operating Procedures*, was electronically served using the CM/ECF system to the following:

U.S. Trustee

Jason Sansone, Attorney for Atlantic Fabrication & Design, LLC

s/ J. David Ezzell

J. David Ezzell