

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

File Name: 13a0627n.06

No. 12-5763

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT



In re: WILLIAM W. PIERCE, JR.,)
)
 Debtor,)
)
 MAXIE E. HIGGASON, JR.,)
 CHAPTER 7 TRUSTEE,)
)
 Plaintiff-Appellee,)
)
 v.)
 VANDERBILT MORTGAGE AND FINANCE,)
 INC.,)
)
 Defendant-Appellant.)

ON APPEAL FROM THE UNITED
STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF
KENTUCKY

AMENDED OPINION

Before: MOORE, SUTTON, and DONALD, Circuit Judges.

Bernice B. Donald, Circuit Judge. Maxie E. Higgason, Jr., a Chapter 7 Trustee, brought a strong-arm proceeding against Appellant Vanderbilt Mortgage and Finance, Inc. (Vanderbilt) to avoid a lien claimed by Vanderbilt against William W. Pierce, Jr.'s manufactured home. Vanderbilt failed to submit its Certificate of Title and title lien statement to the county clerk in Pierce's county of residence for notation of its security interest on the Certificate of Title. We quite recently confronted virtually identical factual and legal issues in *Vanderbilt Mortgage & Fin., Inc. v. Westenhoefer*, No. 11-6216, (6th Cir. March ___, 2013). There, we concluded, that a security interest in a manufactured home is not properly perfected under Kentucky law unless the Certificate

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of Title has been submitted to the county clerk in the debtor's county of residence for the security interest to be noted on the Certificate of Title by that clerk. That did not happen here. On the basis of *Westenhoefer*, we **AFFIRM**.