

2014 WL 1492738

Only the Westlaw citation is currently available.

This case was not selected for

publication in the Federal Reporter.

Not for Publication in West's Federal Reporter.

See Fed. Rule of Appellate Procedure 32.1

generally governing citation of judicial

decisions issued on or after Jan. 1, 2007. See

also Eleventh Circuit Rules 36-2, 36-3. (Find

CTA11 Rule 36-2 and Find CTA11 Rule 36-3)

United States Court of Appeals,

Eleventh Circuit.

Dayo BELLO, Debtor,

Bank of America, N.A., Plaintiff–Appellant,

v.

Dayo Bello, Defendant–Appellee.

No. 14–10062 | Non–Argument

Calendar | April 17, 2014.

#### Attorneys and Law Firms

[Craig Goldblatt](#), Wilmer Cutler Pickering Hale & Dorr, LLP,  
Washington, DC, [Joseph Kelsey Grodzicki](#), Campbell &  
Brannon, LLC, Atlanta, GA, for Plaintiff–Appellant.

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Stockbridge, GA, for Defendant–Appellee.

Appeal from the United States District Court for the Northern  
District of Georgia. D.C. Docket No. 1:13–cv–02519–WSD,  
13–bkc–60610–JRS.

Before [PRYOR](#), [MARTIN](#), and [EDMONDSON](#), Circuit  
Judges.

#### Opinion

##### PER CURIAM:

\*1 Bank of America, N.A. appeals the district court's  
affirmance of the bankruptcy court's order voiding a wholly  
unsecured second priority lien on residential property owned  
by a Chapter 7 debtor. The issue on appeal is whether a  
Chapter 7 debtor is allowed to “strip off” a second priority lien  
on his home, pursuant to [11 U.S.C. § 506\(a\)](#) and [\(d\)](#), when the  
first priority lien exceeds the value of the property.

We addressed recently this issue and concluded that a wholly  
unsecured junior lien–such as the one held here by Bank of  
America–is voidable under [section 506\(d\)](#). See [McNeal v.  
GMAC Mortg., LLC \(In re McNeal\)](#), 735 F.3d 1263 (11th  
Cir.2012). Bank of America acknowledges that this panel is  
bound by the Court's decision in *McNeal*, but reserves the  
right to seek reconsideration of the issue by the *en banc*  
Court. Cf. [United States v. Smith](#), 122 F.3d 1355, 1359 (11th  
Cir.1997) (“Under the prior panel precedent rule, we are  
bound by earlier panel holdings ... unless and until they are  
overruled *en banc* or by the Supreme Court.”).

AFFIRMED.