SO ORDERED,

Judge Selene D. Maddox

United States Bankruptcy Judge

The Order of the Court is set forth below. The case docket reflects the date entered.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE:

WILLIE JACKSON	**CASE NO.: 17-12602**
DEBTOR(S).	**CHAPTER 11**
WILLIE JACKSON	**PLAINTIFF**
v.	**ADVERSARY PROCEEDING NO. 19-01001**
GUARANTY BANK & TRUST CO.	**DEFENDANT**

ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

THIS CAUSE comes before the Court on the Defendant's *Motion for Summary Judgment.* (Dkt. #92) in the Adversary Proceeding *Jackson v. Guaranty Bank & Trust Co.*, Case No. 19-01001. The Court has reviewed the briefs and exhibits and is prepared to rule.

I. JURISDICTION.

This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1334(a), 28 U.S.C. §157(a) and the Standing Order of Reference signed by Chief District Judge L.T. Senter and dated

August 6, 1984. This is a "core proceeding" under 28 U.S.C. § 157(b)(2)(A)[1](matters concerning administration of the estate) and (G) (motions to terminate, annul, or modify the automatic stay).

II. FACTS AND PROCEDURAL HISTORY.

The plaintiff in this adversary proceeding is Willie Jackson ("Mr. Jackson"), the sole owner of Jackson Rental Properties, Inc. ("Jackson Rental"). The defendant is Guaranty Bank and Trust ("Guaranty"), a creditor which held liens on several rental properties owned by Mr. Jackson and/or Jackson Rental. Mr. Jackson and Jackson Rental have had several prior bankruptcy cases before this Court, the most relevant of which are *In re Jackson Rental Properties, Inc.*, 17-11898-SDM, a corporate Chapter 11 case (hereinafter "*JRPI*"); *In re Willie J. Jackson*, 17-12602-SDM, an individual Chapter 11 case (hereinafter "*Jackson I*"); and *In re Willie James Jackson*, 19-13758-SD, an individual chapter 13 case (hereinafter "*Jackson II*").[2] All of these bankruptcy cases have been dismissed, leaving only this adversary proceeding, which was filed in connection with *Jackson I*[3], as an active matter on the Court's docket.

Mr. Jackson filed *JPRI* on May 24, 2017 and *Jackson I* on July 14, 2017. Among the creditors listed in the two cases was Guaranty, which held a secured lien against several rental properties owned by Mr. Jackson and/or JRPI and which was listed as a secured creditor in both bankruptcies.

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[1]Except where stated otherwise, all subsequent statutory references will be to Title 11 of the U.S. Code.

[2]For purpose of clarity, references to the dockets of the various cases will be notated as follows: References to the corporate 11 docket will be noted as JPRI Dkt. #. References to the individual 11 docket will be noted as Jackson I Dkt. #. References to the individual 13 case's docket will be noted as Jackson II Dkt. #. Finally, references to the adversary proceeding docket will be noted as AP Dkt. #.

[3]Although the instant adversary proceeding was filed in *Jackson I*, several orders entered in *JPRI* and incorporated by reference into *Jackson I* are germane to the disposition of this matter.

On August 17, 2017, Guaranty filed a *Motion to Approve Loan Modification* in *JRPI* (JRPI Dkt. #37), and on September 19, 2017, an agreed order approving said motion was entered by Judge Olack[4] (JPRI Dkt. #43) (hereinafter "the loan modification order"). The loan modification order incorporated by reference the following language (hereinafter "the 30-day provision") which was contained within the loan modification agreement: "*ADDITIONAL PROVISIONS. If the note reaches 31 days past due, Guaranty Bank & Trust Company will have the option to foreclose the properties.*" *Id.*

On August 22, 2018, Judge Olack entered a subsequent agreed order which modified the terms of the loan modification agreement to extend the maturity date of the loan to June 18, 2020. (JPR Dkt. #142)(hereinafter "the August 22, 2018 order"). That order, however, clearly stated that all other terms of the modification agreement would continue. *Id.* Thus, the 30-day provision provided for in the loan modification order was not altered by this subsequent order.

On May 1, 2018, Jackson Rental filed its Chapter 11 plan which was confirmed on September 10, 2018 (JPRI Dkt. #106, 149). Confirmation came just nineteen days after entry of the August 22, 2018 order. Jackson Rental's plan contained the following language relevant to the treatment of Guaranty's claims, which were listed in Article II - Class 5 (Secured Non-PMSI Claims):

> a. **Guaranty Bank & Trust Company** in the approximate amount of $539,958.80 – Debtor will pay the claim at the rate of $3,500.00 per month in accordance with Agreed Order Approving Loan Modification Agreement and Assignment of Future Proceeds Derived from Litigation [DKT#43], which is incorporated herein by reference.

[4] *JRPI* and *Jackson I* were both initially assigned to Judge Olack and subsequently transferred to the above signed judge on October 1, 2018.

The language quoted above is a mirror image of the language in Jackson Rental's disclosure statement under Article V, Class 5 (Secured Non-PMSI Claims): subparagraph (a) regarding Guaranty. (JRPI Dkt. #105, pg. 13). By incorporating through reference the loan modification order, the proposed treatment also implicitly incorporated the 30-day provision. Guaranty's right to a lifting of the stay after thirty days of delinquency was also explicitly referenced on page 9 of the Disclosure Statement which accompanied the proposed plan:

> Pursuant to Agreed Order [DKT#100][5] entered on April 12, 2018, as a result of Guaranty Bank & Trust Company's motion to lift the automatic stay, the stay on all properties cross-collateralized is to remain in effect unless Debtor becomes thirty (30) days delinquent in its payment obligations to said Bank under the previous order modifying monthly payments.

(JRPI Dkt# 105). But the confirmed *JRPI* plan also contains the following general provision found under Article IX: Miscellaneous (sic) Provisions:

> D. If Debtor is delinquent in making its payments by sixty (60) days, then Debtor will be considered to be in default under the terms of this Plan, and any affected creditor may then immediately move to vacate the automatic stay and for abandonment of the collateral.

In other words, in addition to incorporating the 30-day provision, the confirmed JPLI plan also included language establishing that default only occurred after sixty days delinquency (hereinafter "the 60-day provision").

[5]The Court notes for the record that this docket number is incorrect. The agreed order in question was actually JRPI Dkt. *#101* rather than *JRPI* Dkt. *#100.* An identical agreed order was entered as Jackson I Dkt. #100, which was likely the source of the error. While this agreed order was not explicitly referenced in either the Disclosure Statement (Jackson Dkt. #96) or the Amended Disclosure Statement (Jackson Dkt. #103), the order itself was certainly entered in Jackson I. The Court considers this to be further proof of the contemplation and understanding of the parties regarding the applicability of the 30-day provision.

Likewise, the Chapter 11 plan proposed on April 2, 2018 and the Amended Chapter 11 plan proposed on May 1, 2018 and confirmed in Jackson I on May 10, 2018 both contain the following relevant language incorporating the 30-day provision in Article II under Class 4: Secured non-PMSI Claims:

> c. **Guaranty Bank & Trust Company** in the approximate amount of $539,958.80 – Debtor will pay the claim at the rate of $3,500.00 per month in accordance with Agreed Order Approving Loan Modification Agreement and Assignment of Future Proceeds Derived from Litigation [DKT#43] filed in the companion case of Jackson Rental Properties, Inc., Chapter 11 No. 17-11898.
>
> (Jackson I Dkt. # 97, 104, 108).

Both the *Jackson I* Disclosure Statement and the *Jackson I* Amended Disclosure Statement state that "*Debtor will pay the claim at the rate of $3,500.00 per month in accordance with Agreed Order Approving Loan Modification Agreement and Assignment of Future Proceeds Derived from Litigation [DKT#43] filed in the companion case of Jackson Rental Properties, Inc., Chapter 11 No. 17-11898.*" (Jackson I Dkt. 96, 103). The *Jackson I* plan also incorporates the 60-day provision using language identical to that used in the *JPRI* plan. (Jackson I Dkt. #97, 104, 108).

The apparent conflict between the 30-day provision and the 60-day provision, both of which are present (if only by reference in the case of the 30-day provision) in the confirmed plans and Disclosure Statements of both *JPRI* and *Jackson I*, lies at the heart of the instant dispute. Aside from conflicting time limits, the 60-day provision only permits a creditor to file a motion to lift stay after sixty days of delinquency, while the 30-day provision grants Guaranty (and only Guaranty) a substantive right in the form of an option to begin foreclosure proceedings without first seeking to lift the stay. In other words, if the 30-day provision from the loan modification agreement is given effect, it would operate as an automatic lifting of the stay once the shorter time

limit had elapsed, an interpretation supported by the plain language of the *Jackson Rental* Disclosure Statement and plan and by inference in the *Jackson I* Disclosure Statement and plan.

On or about December 18, 2018, Guaranty commenced foreclosure proceedings on multiple properties owned by Mr. Jackson and/or Jackson Rental, with the sale date scheduled for January 14, 2019. Based on later representations to the Court, this was in response to a delinquency in mortgage payments in excess of thirty days and in reliance on the 30-day provision from the loan modification agreement. Mr. Jackson then filed this adversary proceeding in *Jackson I* seeking injunctive relief and a temporary restraining order against Guaranty to prevent the bank's foreclosure against the subject properties.

The Complaint (AP Dkt. #1) reflects certain salient facts which have drawn the Court's attention. Specifically, the Complaint argues that the automatic stay had not lifted because at the time the foreclosure process was initiated, neither Mr. Jackson nor Jackson Rental were more than 60 days delinquent in their payments. The Complaint concedes, however, that Mr. Jackson and/or Jackson Rental *were* more than 30 days delinquent after August of 2018.

The Court granted the TRO and set the matter for hearing on January 10, 2019. On January 9, the Court was advised that the parties had resolved the dispute, and an agreed order was entered on January 15 (AP Dkt. #12) which resolved the TRO issue but which did not address the claim of an automatic stay violation nor close the adversary proceeding. It was at this point that things became abruptly (and needlessly) complicated.

On February 7, Mr. Jackson filed a pro se *Motion to Reconsider* (AP Dkt. #15), asserting that he had not consented to the agreed order which his counsel, Jeffrey A. Levingston ("Levingston"), had signed on his behalf. Mr. Jackson also averred that there were discrepancies in Guaranty's records of his payment history which would have required him to pay more under

the agreed order than he actually owed. On February 14, the Court heard from all interested parties and granted the pro se motion in part in a bench ruling which was memorialized in a written order entered the next day ("the February 15 order")(AP Dkt. #19).

Specifically, the Court stated in its bench ruling that it was *not* persuaded by the Debtor's claims that the agreed order was negotiated without his knowledge or consent, as Levingston put forth persuasive evidence that he had met with the Debtor, informed him of the terms of the agreed order, and obtained his consent. The Court further noted that it was not persuaded by Mr. Jackson's assertions regarding alleged inaccuracies in Guaranty's determination of his arrearage. Finally, the Court granted Levingtston's motion to withdraw as counsel-of-record in both cases.

Nevertheless, the Court chose to show leniency and gave Mr. Jackson a further opportunity to cure the arrearage and avert the foreclosure of the Property. This opportunity came in the form of a court-dictated repayment schedule which would allow Mr. Jackson to bring his account current by the end of June 2019. The Court's order also stated that failure to comply with the terms of the repayment schedule would result in the lifting of the automatic stay as to the subject properties.

Aggrieved by this Court's ruling, Mr. Jackson appealed the February 15 order to the District Court, again pro se. After reviewing the briefs submitted by the parties, the District Court (Judge Neal B. Biggers, presiding) affirmed the February 15 order subject to one modification: Apparently in the futile hope of bringing these matters to a swifter resolution, Guaranty waived the Debtor's November 2018 payment (which had been the focus of Mr. Jackson's allegations of inaccuracies in his arrearage). Accordingly, the District Court remanded the case with instructions to recalculate the amount owed by Mr. Jackson based on an arrearage starting in December 2018 and omitting any arrearage that accrued prior to that. The District Court further directed that Mr. Jackson was to pay Guaranty the *entirety* of the remaining arrearage within 30 days of this Court

entering the modified order. *See generally* (AP Dkt. #39)(Final Order by District Judge Neal B. Biggers, Jr.).

On July 15, 2019, this Court entered an Order (AP Dkt. #47) consistent with Judge Biggers' directives which gave Mr. Jackson thirty days in which to remit to Guaranty the sum of $21,000.00 plus an additional $3,500.00 for every payment which came due after June 15, 2019 (but minus any payments previously remitted after entry of the Court's prior February 15 order). The Order further stated that failure to comply would result in the immediate lifting of the automatic stay as to the subject properties without further order of the Court. In other developments, during the pendency of the appeal to the District Court, *JRPI* was dismissed on May 9, 2019 for failure to comply with the Court's prior order directing the corporate debtor to obtain substitute counsel. (JRPI Dkt. #179)

Undaunted by these rulings, Mr. Jackson next filed a plethora of additional pro se motions in the adversary proceeding which were all rejected by the Court as meritless. *See generally Order Denying Motion for Sanctions* (AP Dkt. #50), *Order Denying Motion to Reconsider* (AP Dkt. #55), *Order Denying Motion for Breach of Confirmed Plan* (AP Dkt. # 58), and *Order Denying (2nd) Motion for Preliminary Injunction* (AP Dkt. #69).

On September 18, 2019, the Court entered an order dismissing *Jackson I* due to Mr. Jackson's failure to comply with mandatory reporting requirements pertaining to his monthly operating reports. (Jackson I Dkt. #172). Subsequently, Mr. Jackson finally obtained new counsel, Attorney Susan Smith. On October 8, 2019, Smith filed a *Motion to Alter or Amend Judgment* in *Jackson I* which was not addressed by the Court as it was not properly accompanied by a separate motion to reopen that case. As a substantive matter, the motion appeared to request that *Jackson I* be reopened so that Mr. Jackson might "be permitted to convert this Chapter 11 to his already filed

Chapter 13 Petition," a reference to *Jackson II*, which Smith had filed on Mr. Jackson's behalf on September 17, 2019. Smith never pressed forward on that motion, and in the Court's view, the relief requested was redundant, unnecessary, and likely beyond the Court's power. In any event, *Jackson I* remained closed.

Moving on to *Jackson II*, the petition was accompanied by a *Motion to Extend Automatic Stay* (Jackson II Dkt. #7) which was opposed by the Trustee (Jackson II Dkt. #15) and by Guaranty (Jackson II Dkt. #31). On October 17, 2019, the Court entered an order conditionally granting the motion to extend the stay but directing Mr. Jackson to maintain all ongoing direct monthly mortgage payments owed to Guaranty beginning with the November 1, 2019 payment. (Jackson II Dkt. #37) The order further stated *inter alia* that failure to make any payment to Guaranty that was not cured within thirty days would result in the stay being lifted as to that creditor.

On December 2, 2019, Guaranty filed a *Notice by Creditor of Termination of Automatic Stay* (Jackson II Dkt. #51), which averred that Mr. Jackson had failed to make the November 1 payment within thirty days and that Guaranty would once again commence foreclosure proceedings. On January 30, 2020, the Court entered an Agreed Order (Jackson II Dkt. #69) between Mr. Jackson and the Trustee for the dismissal of *Jackson II*, bringing the active bankruptcy cases to a close and leaving only this adversary proceeding to be resolved.

On February 7, 2020, Guaranty filed the instant *Motion for Summary Judgment*, arguing that because Guaranty completed the foreclosure sale of the subject properties pursuant to a valid and final order of this Court, there are no issues left to resolve and summary judgment is appropriate. The summary judgment motion did not address the conflict between the 30-day provision and the 60-day provision, nor in general the issue of whether it had initially violated the automatic stay by beginning foreclosure proceedings without seeking an order lifting the stay.

Mr. Jackson filed a *Response* in due course that acknowledged the existence of the 30-day provision but went on to assume *a priori* that the 60-day provision controlled. Mr. Jackson's arguments in favor of disregarding the 30-day provision are somewhat nebulous but appear to consist of (1) a bald assertion that his missed August payment would have eventually been eliminated through cram-down upon plan completion, and (2) a cryptic suggestion that the 30-day provision was somehow negated by a separate provision stating that unpaid adequate protection payments would be waived by creditors who voted for confirmation. In the Court's view, neither of these arguments are persuasive.

In its *Reply* brief, Guaranty makes several arguments, but the most salient is its reliance on the 30-day provision as it was first set forth in Judge Olack's April 2018 order addressing Guaranty's *Motion to Lift Stay*. Oddly, however, Guaranty does not take the next logical step of pointing out that the 30-day provision *was incorporated by reference into both confirmed plans*. Instead, Guaranty focuses on its position that Judge Olack's order was a final order that was never appealed, and consequently, the 30-day provision controlled on that basis, presumably regardless of other plan provisions.

Somewhat concerned that the issue of the conflicting plan provisions had not been addressed prior to Guaranty's *Reply* brief (and even then, only obliquely), the Court *sua sponte* gave Mr. Jackson the opportunity to file a surrebuttal brief. But the only clear reference to the 30-day provision in the sur-rebuttal came in paragraph 10 on page 8:

> The corporate plan was not initially confirmed until after the proposed August due date. Upon completion of the plans in either in the individual or corporate Chapter 11's, the August payment would have been eliminated through a cram down. Thus the debtor was not actually a true 30 days behind.

Mr. Jackson cites no authority in support of this argument. There appears to be no dispute that Mr. Jackson was more than thirty days delinquent at the time foreclosure proceedings

commenced. Whether the missed payment might hypothetically have been eliminated if Mr. Jackson had been able to complete either of the Chapter 11 plans is not germane to the question of whether the 30-day provision gave Guaranty a substantive right to foreclose after thirty days of nonpayment.

The surrebuttal brief also argues that the order on the motion to lift stay which initially generated the 30-day provision that was later incorporated into both confirmed plans was not a final order on account of the fact that it was an agreed order. Again, Mr. Jackson cites no authority for this position. The only other implicit reference to the 30-day provision lies in Mr. Jackson's agreement with Guaranty that the confirmed plans "are not the model of clarity" and "contain inconsistent provisions." Mr. Jackson asserts that these inconsistencies represent disputed issues of fact. This is, obviously, incorrect. There is no dispute about what the confirmed *Jackson I* Chapter 11 plan actually says, and "inconsistent provisions" are not disputed issues of fact. They are simply ambiguous contract language, a distinction more appropriate for legal analysis than findings of fact.

III. DISCUSSION

A. Summary Judgment Standard.

A party is entitled to summary judgment "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986) (quoting former Fed. R. Civ. P. 56(c)); see also Fed. R. Civ. P. 56(c)(1). The party seeking summary judgment bears the burden of demonstrating to the court the absence of a genuine issue of material fact. *Id.* at 323. "As to materiality, the Supreme Court has stated that '[o]nly disputes over facts that might affect the

outcome of the suit under the governing law will properly preclude the entry of summary judgment.'" *St. Amant v. Benoit*, 806 F.2d 1294, 1297 (5th Cir. 1987) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)). All reasonable doubt as to the existence of a genuine issue of material fact "must be resolved against the moving party." *Kennett-Murray Corp. v. Bone*, 622 F.2d 887, 892 (5th Cir. 1980) (quoting *Keiser v. Coliseum Properties, Inc.*, 614 F.2d 406, 410 (5th Cir. 1980)).

Rule 56 further provides:

> (e) If a party fails to properly support an assertion of fact or fails to properly address another party's assertion of fact as required by Rule 56(c), the court may:
> . . . .
> (2) consider the fact undisputed for purposes of the motion;
> (3) grant summary judgment if the motion and supporting materials--including the facts considered undisputed--show that the movant is entitled to it;
> . . . .

Fed. R. Civ. P. 56(e).

Furthermore, Rule 56(f) permits a court to issue a judgment independent of the motions filed, and after giving notice and a reasonable time to respond, the court may:

> (1) grant summary judgment for a nonmovant;
> (2) grant the motion on grounds not raised by a party; or
> (3) consider summary judgment on its own after identifying for the parties material facts that may not be genuinely in dispute.

Fed. R. Civ. P. 56(f).

B. The 30-Day Provision Vs. The 60-Day Provision.

Shorn of its overly complicated procedural history, the issue before the Court is a surprisingly simple one, albeit a simple issue which both the Plaintiff and the Defendant have danced around without directly confronting. The fundamental question before the Court raised by the instant motion for summary judgment can be summed up as: "Did Guaranty violate the automatic stay when it initiated foreclosure proceedings against Mr. Jackson?" If the answer to

this question is no, then summary judgment is proper. If it is yes, or even if there are simply disputed issues of material fact as to the issue, summary judgment must be denied.

Determining the answer to this primary question requires the Court to first consider a different question: "Which provision controlled the issue of when Mr. Jackson was delinquent: the 30-day provision or the 60-day provision?" There are no disputed issues of fact as to this dispositive issue. Either Guaranty was justified as a matter of law in relying on the 30-day provision, in which case the automatic stay had lifted without court order after thirty days' delinquency and no stay violation occurred, or Guaranty should have relied on the 60-day provision instead, in which case Guaranty's failure to file the proper motion to lift stay means that a stay violation did occur.

Certainly, there is no factual dispute about the existence of these two contradictory plan provisions. Mr. Jackson argues that this contradiction is itself evidence of a disputed issue of material fact, but this cannot be the case. As the Court has already noted, there is no dispute about what the terms of the confirmed *Jackson I* plan *say*. The disagreement is about what those terms *mean*, at least with regard to the conflicting provisions at issue here. And that is a question of law, not fact.

In interpreting these contrary provisions, the Court is guided by contract principles, since a confirmed Chapter 11 plan functions effectively as a new contract between the debtor and its creditors, and a plan term or provision is deemed ambiguous when it is "capable of more than one reasonable interpretation" under state law contract principles. *In re Dow Corning Corp.*, 456 F.3d 668, 676 (6th Cir. 2006). *See also Local Motion, Inc. v. Niescher*, 105 F.3d 1278, 1280 (9th Cir. 1997)(per curiam)("The existence of an ambiguity in a contract is . . . a matter of law. An ambiguous term is one susceptible to more than one reasonable interpretation."). It is well-

established under Mississippi law that "when the terms of a contract are vague or ambiguous, they are always construed more strongly against the party preparing it." *Stampley v. Gilbert*, 332 So.2d 61, 63 (Miss. 1976).

Here, the Court is confronted by a confirmed Chapter 11 plan which has two contradictory provisions. The 60-day delinquency provision clearly states that only a delinquency in excess of sixty days will give creditors grounds to file a motion to lift the automatic stay. A separate provision, however, states that Guaranty will be paid "in accordance with [the] Agreed Order Approving Loan Modification Agreement" which was entered in *JRPI*, and that agreed order (which was freely negotiated by Jackson and Guaranty) clearly states that the stay will lift automatically as to Guaranty after a 30-day delinquency. This 30-day delinquency provision was also expressly made a part of the *Jackson Rental* Disclosure Statement and *Jackson Rental* Plan both of which were approved in the companion case and upon which Guaranty relied in its dealings with both Mr. Jackson and JRPI. Under the facts before it, this Court simply cannot deem "unreasonable" Guaranty's decision to rely on the 30-day provision which was the subject of prior court orders later incorporated by reference into the confirmed *Jackson I* plan.

Consequently, the Court finds that, as a matter of law, there is an ambiguity between these two provisions. And since any such ambiguities must be construed against the drafter, i.e. Mr. Jackson, the Court construes Mr. Jackson's Chapter 11 plan to provide for the automatic stay to lift as to Guaranty once Mr. Jackson was more than thirty days delinquent in his payments to that creditor.

As the Complaint itself concedes that Mr. Jackson was indeed more than thirty days delinquent at the time foreclosure proceedings were initiated, the Court further concludes that there

was no violation of the automatic stay because the stay had already lifted pursuant to the 30-day provision at the time Guaranty commenced foreclosure.[6]

IV. CONCLUSION

In light of the foregoing analysis, the Court finds that there are no disputed issues of fact which preclude summary judgment. Therefore, the Movant, Guaranty, is entitled to judgment as a matter of law.

ACCORDINGLY, it is hereby ORDERED:

1. That the Defendant's *Motion for Summary Judgment* (Dkt. #92) is GRANTED; and

2. That this adversary proceeding is DISMISSED.

##END OF ORDER##

[6]While the Court concludes that Guaranty was justified under contract principles in relying on the 30-day provision, the wisdom of doing so in the face of plan provisions which are in conflict as to the applicability of the automatic stay is another matter. A wise creditor should move cautiously in all matters pertaining to the automatic stay even when under the belief that the stay has been lifted. In this instance, the Court cannot help but note that more than eighteen months of litigation (during most of which Guaranty was continually thwarted in its efforts to foreclose against Mr. Jackson) might have been avoided if Guaranty had simply sought a Comfort Order before beginning foreclosure proceedings. Had it done so, the Court would have had opportunity to consider and address the conflicting plan provisions more expeditiously and perhaps saved everyone involved considerable time and effort.