

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 13-14298
Non-Argument Calendar

D.C. Docket No. 1:13-cv-02703-SCJ,
Bkey No. 13-bkc-59123-MGC

In Re: BELINDA TOLBERT BROWN,

Debtor.

BANK OF AMERICA, N.A.,

Plaintiff-Appellant,

versus

BELINDA TOLBERT BROWN,

Defendant-Appellee.

No. 13-14438
Non-Argument Calendar

D.C. Docket No. 4:13-cv-00209-HLM,
Bkey No. 13-bkc-41719-PWB

RANDALL LEE MADDEN,
BARBARA LYNN MADDEN,

Debtors.

BANK OF AMERICA, N.A.,

Plaintiff-Appellant,

versus

RANDALL LEE MADDEN,
BARBARA LYNN MADDEN,

Defendants-Appellees.

No. 13-14908
Non-Argument Calendar

D.C. Docket No. 1:13-cv-03050-SCJ,
Bkcy No. 13-bkc-60912-JRS

In Re: BETTY JEAN BOYKINS,

Debtor.

BANK OF AMERICA BANK, NA,

Plaintiff-Appellant,

versus

BETTY JEAN BOYKINS,

Defendant-Appellee.

No. 13-15839
Non-Argument Calendar

D.C. Docket No. 1:13-cv-03853-JEC,
Bkey No. 12-bkc-81760-WLH

IN RE: PAMELA FAE PEELE,

Debtor.

BANK OF AMERICA BANK, NA,

Plaintiff-Appellant,

versus

PAMELA FAE PEELE,

Defendant-Appellee.

No. 14-10137
Non-Argument Calendar

D.C. Docket No. 1:13-cv-04141-WBH,
Bkcy No. 13-bkc-68483-BEM

In Re: TONI RENEE HAMILTON-PRESHA,

Debtor.

BANK OF AMERICA, N.A.,

Plaintiff-Appellant,

versus

TONI RENEE HAMILTON-PRESHA,

Defendant-Appellee.

No. 14-11012
Non-Argument Calendar

D.C. Docket No. 1:14-cv-00355-JEC,
Bkcy No. 13-bkc-74836-BEM

In Re: ILYA BELOTSERKOVSKY,

Debtor.

ILYA BELOTSERKOVSKY,

Plaintiff-Appellee.

versus

BANK OF AMERICA, N.A.,

Defendant-Appellant.

No. 14-11387
Non-Argument Calendar

D.C. Docket No. 1:13-cv-04076-WSD,
Bkey No. 13-bkc-64749-BEM

BEVERLY JOHNSON,

Debtor.

BANK OF AMERICA, N.A.,

Plaintiff-Appellant,

versus

BEVERLY JOHNSON,

Defendant-Appellee.

No. 14-11676
Non-Argument Calendar

D.C. Docket No. 1:13-cv-03405-ODE,
Bkcy No. 13-bkc-60795-BEM

In Re: ROSA LILIANA GARRO,

Debtor.

BANK OF AMERICA BANK, NA,

Plaintiff-Appellant,

versus

ROSA LILIANA GARRO,

Defendant-Appellee.

Appeals from the United States District Court
for the Northern District of Georgia

(October 28, 2014)

Before ED CARNES, Chief Judge, JORDAN and ROSENBAUM, Circuit Judges.

PER CURIAM:

The following facts are undisputed. The appellees filed voluntary petitions for bankruptcy under Chapter 7 of the Bankruptcy Code. In their petitions, they reported that their homes were subject to two mortgage liens. In every case, appellant Bank of America, N.A. held the second-priority mortgage liens. In every case, the value of the home was less than the balance of the senior lienholder's

mortgage. Each petitioner sought a determination from the bankruptcy court that Bank of America's junior mortgage lien was wholly unsecured and, therefore, void under 11 U.S.C. § 506(a) and (d). The bankruptcy court granted each motion.

Bank of America appealed in every case and the district court affirmed every time.

Bank of America brought separate appeals to this Court. The appellees filed motions to consolidate the appeals, which this Court granted. Bank of America filed a motion for initial hearing en banc, which this Court denied.

When the district court affirms the bankruptcy court's order, we review only the bankruptcy court's decision on appeal. Educ. Credit Mgmt. Corp. v. Mosley, 494 F.3d 1320, 1324 (11th Cir. 2007). We review de novo the bankruptcy court's legal conclusions. Hemar Ins. Corp. of Am. v. Cox, 338 F.3d 1238, 1241 (11th Cir. 2003).

In Folendore v. United States Small Bus. Admin., 862 F.2d 1537 (11th Cir. 1989), we held that an allowed claim that is wholly unsecured — just as Bank of America's claims are here — is voidable under the plain language of section 506(d). Id. at 1538–39. Bank of America contends that the Supreme Court's decision in Dewsnup v. Timm, 502 U.S. 410, 112 S.Ct. 773 (1992), abrogated our Folendore decision. Bank of America concedes, however, that “[u]nder our prior panel precedent rule, a later panel may depart from an earlier panel's decision only when the intervening Supreme Court decision is ‘clearly on point.’” Atl. Sounding

Co., Inc. v. Townsend, 496 F.3d 1282, 1284 (11th Cir. 2007). Bank of America also concedes that our decision in In re McNeal, 735 F.3d 1263 (11th Cir. 2012), held that the Supreme Court’s decision in Dewsnup is not clearly on point because it “disallowed only a ‘strip down’ of a partially secured mortgage lien and did not address a ‘strip off’ of a wholly unsecured lien.” Id. at 1265. Our Folendore and McNeal decisions control this case.

AFFIRMED.