

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

**IN RE:
MOHAMMEDEYAD MOUSA ABDIN
NAHLA AHMAD ABDIN
Debtors**

**CASE NO. 08-31439
(Chapter 7)**

**WAYNE SIGMON TRUSTEE IN
BANKRUPTCY FOR DEBTORS
Plaintiff**

Vs.

**ENAS ABDIN
Defendant.**

**ADVERSARY
PROCEEDING
NO. 08-3131**

NOTICE OF APPEARANCE AND ANSWER TO COMPLAINT

TAKE NOTICE that the Defendant herein has filed an answer to the complaint, a copy of which accompanies this Notice.

TAKE FURTHER NOTICE that the Defendant will oppose the motion for default judgment, by and through counsel, to be held in United States Bankruptcy Court for the Western District of North Carolina, Charlotte Division, Charles R. Jonas Federal Building West Trade Street, Charlotte, North Carolina on the 15th day of January, 2009, at 9:30 a.m. at which time the Court will hear the subject motion.

Dated: 01/02/2009

/s/ Victorianne Maxwell, Esq
Victorianne Maxwell, Esq.
Attorney for the Defendant
2923 S. Tryon Street, Suite 220c
Charlotte, NC 28203
T: 704-461-1883
F: 704-909-7738

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the above and foregoing documents have been served, via United States First Class Mail, on the following parties to the action in the manner prescribed by Federal Rules of Civil Procedure, addressed to the parties as follows:

Via ECF:

John Bramlett
Bankruptcy Administrator

Wayne Sigmon
Attorney for the Plaintiff

Via First Class Mail:

Mohammedeyad Mousa Abdin
Nahla Ahmad Abdin
P.O. Box 471271
Charlotte, NC 28247

On this the _____ day of _____, 2009.

/s/ Victorianne Maxwell, Esq
Victorianne Maxwell, Esq.
Attorney for the Defendant
1229 Greenwood Cliff #210
Charlotte, NC 28204
T: 704-461-1883
F: 704-909-7738

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**DEFENDANT’S ANSWER TO COMPLAINT AND POINTS IN OPPOSITION TO THE
AVOIDANCE OF THE TRANSFER**

In response to Plaintiff’s complaint to avoid the transfer, the Defendant responds accordingly:

1. Over a period of two years from 1/2005 - 5/2007. The Defendant loaned the Debtors a sum of approximately, \$68,000. A copy of said checks are attached hereto and incorporated herein as **Exhibit A**.
2. On June 29th, 2007 The Debtors sold there home located at: 3012 Hornell Place, Charlotte, North Carolina, 28270 to the Defendant. A copy of said closing document is attached hereto and incorporated herein as **Exhibit B**.
3. The fair market value of the property at the time of the sale was appraised at \$198,000.00. As part of the transfer, the Defendant assumed the mortgage lien on the property. The principal amount remaining on the mortgage was \$150, 727.00. In addition, the Debtors agreed that the debt owed to the Defendant, approximately \$68,000.00 (Plus interest), satisfy the balance remaining on the transfer of the aforesaid mentioned property. A copy of the Affidavit attesting to this agreement, signed by the Debtors is incorporated herein as **Exhibit C**.
4. By Deed dated June 29th, 2007, and recorded July 2, 2007 in Book 22472 at Page 702 of the Mecklenburg County Public Registry, the Debtor’s conveyed real Property located at Lot 12, Providence Glen Subdivision, Map 31/167 (the Real Property) to the Defendant. A copy of the

Deed referenced as "Exhibit A" in Plaintiff's complaint has already been incorporated into the record.

FIRST CAUSE OF ACTION

6. Statements of paragraph 1 through 4 above are alleged as fully as the truth set forth herein verbatim.
7. The Defendant paid the Debtors assumed the mortgage lien as well as paid valuable consideration for the transfer of property.
8. It was neither the intent Debtors nor the Defendant to hinder, delay, or defraud any entity that the Debtors became or were indebted to on or after the date of such transfer.

SECOND CAUSE OF ACTION

9. Statements of paragraph 5 through 7 above are alleged as fully as the truth set forth herein verbatim.
10. The Debtors received an amount reasonably close to the amount equivalent to the Fair Market Value in exchange for the transfer of Real Property.
11. Pursuant to 11 U.S.C. § 549 (c) (1) (A) A transfer may not avoided to the extent that such transfer was intended by the debtor and the creditor to or for whose benefit such transfer was made to be a contemporaneous exchange for new value given to the debtor.

WHEREFORE, the Defendant prays:

1. That the Debtors' transfer of Real Property to the Defendant on or about June 29th, 2007 be recognized as valid and not avoidable.
2. That the Plaintiff's Complaint to Avoid the Transfer be dismissed.
3. For such other and further relief as is just and proper.

On this the _____ day of _____, 2009.

/s/ Victorianne Maxwell, Esq
Victorianne Maxwell, Esq.
Attorney for the Defendant
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Charlotte, NC 28204
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