

The document below is hereby signed.

Signed: January 8, 2020



A handwritten signature in cursive script, reading "S. Martin Teel, Jr.", written over a horizontal line.

S. Martin Teel, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA

In re)	
)	Case No. 12-00637
GERALD HENNEGHAN,)	(Chapter 7)
)	Not for publication in
Debtor.)	West's Bankruptcy Reporter.

MEMORANDUM DECISION AND ORDER DENYING
EMERGENCY MOTION SEEKING TO REOPEN CASE, TO IMPOSE STAY
AND FOR INJUNCTION TO ENJOIN PUBLIC AUCTION OF DEBTOR'S HOME

The debtor, Gerald Henneghan, has filed a motion, titled in full:

Debtor Gerald Henneghan's Ex-Parte Emergency Motion To Reopen His Chapter 7 Case, To Impose Stay To Avoid Irreparable Harm And For An Injunction To Enjoin The Defendants From Selling His Home At Public Auction On Wednesday, January 8, 2020 at 12:08PM and To Administer Assets

(Dkt. No. 58) ("*Emergency Motion*"). The purported emergency is a foreclosure sale set for today. However, a foreclosure sale does not violate the discharge injunction. As this court previously noted:

A discharge "extinguishes only 'the personal liability of the debtor' ... [while] a creditor's right to foreclose on the mortgage survives or passes through the bankruptcy." *Johnson v. Home State Bank*, 501 U.S. 78, 83 (1991). A foreclosure action is to collect a debt against property encumbered by a mortgage, not to collect

the debt as a personal obligation of the debtor, and creditors act within their rights to seek foreclosure even after the debtor has received a discharge.

In re Henneghan, No. 12-00637, 2017 WL 6371340, at *2 (Bankr. D.D.C. Dec. 7, 2017). There being no justification for reopening the case on an emergency basis, it is

ORDERED that the *Emergency Motion* (Dkt. No. 58) is DENIED.

[Signed and dated above.]

Copies to: Debtor; e-recipients of orders.