it...that issue has come up particularly in the last couple of years on farm foreclosure forced in a couple of cases.

SENATOR LANDIS: The answer to your question is no. It does not change it and actually this will help us return to what I think you and I would regard as the standard law. Standard law is, if you've got a mortgage foreclosure and you've got a mortgage due in owing, you sell the property and the proceeds of the property, if they are less than the amount of mortgage, go to the creditor. If it's equal to, it goes to the creditor. If it's more than what the creditor is due by the debtor, the creditor is paid off in full and the debtor keeps the remainder. That is all to the good. However, the difficulty this court case is, it says the money that we collected from the third party buyer was so low that it must have been a fraudulent transfer. It tripped the fraudulent, the old fraudulent transfer language in the definition. Therefore, the debtor's debt to the creditor...

SENATOR LABEDZ: Senator Warner, your time is up.

SENATOR LANDIS: Okay. In answer to your question, to further answer your question, is it does not change the rights of recovery by a creditor or a debtor.

SENATOR LABEDZ: Thank you, Senator Landis. Senator Warner, your time was up. I see no further lights. Senator Landis, would you like to close?

SENATOR LANDIS: Let me see if I can go back, because this is an interesting problem and I'll see if I can explain it clearly. The sale that was made in the case of the Durrett case was to a third party. The amount was so low as to become a fraudulent conveyance. It meant then that the sale was inadequate and ineffective. Unfortunately, here's the creditor who is trying to foreclose on the mortgage and the mortgage sale itself can't be done because the asset won't bring an appropriate amount of money. It was to the creditor's interest to have the mortgage foreclosed upon, certainly the debtor had no interest in not having it done. I mean, that would exonerate the debt and the third party wanted the sale to go through. They were ready to buy. But because of the clash of this 1978 Federal Bankruptcy Law and the old language of the Fraudulent Transfer of Conveyance, the mortgage...the legitimate mortgage foreclosure sale was treated as a fraudulent conveyance and ineffective.