

# Uniform Plan and Motion for Valuation of Collateral

## CHAPTER 13 PLAN

Date of Plan: \_\_\_\_\_

[Date Must be Date that This Plan is Signed by Debtor(s)]

**1. Statement of Inclusion of Specific Provisions.** The Debtor(s) propose this Plan pursuant to 11 U.S.C. § 1321<sup>1</sup>. The Debtor(s) disclose whether this Plan includes certain provisions by checking the appropriate box:

Description of Provision	Included	Not Included
A “non-standard” provision contained in paragraph 24.	<input type="checkbox"/>	<input type="checkbox"/>
A provision limiting the amount of a secured claim based on a valuation of the collateral for the claim in paragraph 11.	<input type="checkbox"/>	<input type="checkbox"/>
A provision avoiding a security interest or a lien in paragraph 8(C).	<input type="checkbox"/>	<input type="checkbox"/>

**2. Summary Attached.** Attached as Exhibit “A” is a summary of the payments to the Chapter 13 Trustee (“Trustee”) and the disbursements to be made by the Trustee under this Plan.

**3. Motion for Valuation of Secured Claims.** In conjunction with the Plan, the Debtor(s) move for the valuation of secured claims in the amount set forth in paragraph 11. **The Debtor(s) propose to pay the holder of the Secured Claim only the amounts set forth in the Debtor(s)’ Plan. The Court will conduct a scheduling conference on this contested matter on the date set for the hearing on confirmation of the Debtor(s)’ Plan. You must file a response in writing not less than 7 days (including weekends and holidays) before the hearing on confirmation of the Plan or the valuation set forth in the Plan may be adopted by the Court. If no timely response is filed, the Debtor(s)’ sworn declaration at the conclusion of this Plan may be submitted as summary evidence at the confirmation hearing.**

**4. Payments.** The Debtor(s) submit all or such portion of their future earnings and other future income to the supervision and control of the Trustee as is necessary for the execution of the Plan. The amount, frequency, and duration of future payments to the Trustee, are:

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<sup>1</sup> All § references are to the Bankruptcy Code and Bankruptcy Rules unless otherwise cited.

<b>Beginning Month<sup>2</sup></b>	<b>Ending Month</b>	<b>Total Amount of Monthly Payment</b>	<b>Monthly Savings Fund Deposit</b>	<b>Total Forecast Savings Fund Deposits</b>	<b>Monthly Available for Creditors and Special Funds<sup>3</sup></b>	<b>Total Available for Creditors and Special Funds</b>
1						
		<b>Grand Total:</b>				

If the payments to be made by the Trustee pursuant to paragraph 8 or 11 are adjusted in accordance with the Home Mortgage Payment Procedures adopted pursuant to Bankruptcy Local Rule 3015(b) (whether on account of a change in any escrow requirement, a change in the applicable interest rate under an adjustable rate mortgage, or otherwise), the payments to the Trustee under this Plan will be modified in accordance with subparagraph (i) or (ii) as applicable:

- (i) If the paragraph 8 or 11 changes would result in a cumulative change of \$500.00 or more over the remaining life of the Plan, the Debtor(s)' payments required by this paragraph 4 will be automatically increased or decreased by (x) the amount of the increase or decrease in the paragraph 8 or 11 payments; and (y) the amount of the increase or decrease in the Posted Chapter 13 Trustee Fee that is caused by the change.

The Posted Chapter 13 Trustee Fee is the percentage fee posted on the Court's web site from time to time. The Trustee is authorized to submit an amended wage withholding order or to amend any automated bank draft procedure to satisfy the automatic increase or decrease. The Debtor(s) must implement any appropriate amendments to any other form of payment.

OR

- (ii) If the paragraph 8 or 11 changes would result in a cumulative change of less than \$500.00 over the remaining life of the Plan, the Debtor(s)' payments required by this paragraph 4 will not be changed.

A notice of any adjustment in the payment amount must be filed by the Trustee.

<sup>2</sup> This is the month in which the first payment is due for this amount. The Debtor(s) must commence payments not later than 30 days after the petition date.

<sup>3</sup> Special funds are funds established under paragraph 19 of this Plan.

Except as otherwise ordered by the Court, payments to the Trustee will be made pursuant to a wage withholding order, an EFT Order or an ACH Order. Bankruptcy Local Rule 1007(d) determines the payment form that is required from time-to-time.

**5. Priority Claims for Domestic Support Obligations.** From the payments made by the Debtor(s) to the Trustee, the Trustee shall pay in full, all claims entitled to priority under § 507(a)(1). The actual amount of the Domestic Support Obligation will be determined through the claims allowance and objection process. The amounts shown in the following table are estimated:

Name of Holder of Domestic Support Obligation	Estimated Domestic Support Obligation	Interest Rate Under Plan	First Payment of this Amount in Mo. #	Last Payment of this Amount in Mo. #	Amount of Estimated Periodic Payment	Total

**6. Priority Claims (Other than Domestic Support Obligations.)** From the payments made by the Debtor(s) to the Trustee and after payment of the claims entitled to priority under § 507(a)(1), the Trustee shall pay in full all claims entitled to priority under § 507(a)(2) through § 507(a)(10). The Debtor(s) estimate these Priority Claims in this table:

Name of Holder of Priority Claim	Estimated Amount of Priority Claim	Interest Rate Under Plan	First Payment of this Amount in Mo. #	Last Payment of this Amount in Mo. #	Amount of Estimated Periodic Payment	Total

Payments shall be made in the order of priority set forth in § 507(a) and § 507(b). Payments of equal priority shall be made pro rata to holders of such claims. Priority claims arising under § 503(b)(2) shall be paid only after entry of an order by the Bankruptcy Court approving payment of the claim. If this case is dismissed, no priority claim arising under § 503(b)(2) shall be allowed unless an application for allowance is filed on or before 21 days after entry of the order of dismissal. The actual amount of the Priority Claims will be determined through the claims allowance and objection process.

A priority claim of \$100.00 is allowed to Debtor(s)' counsel if:

- (i) a proposed wage order was filed on the petition date for Debtor(s) earning a wage or salary; or,

- (ii) if the Debtor(s) are retired, receive disability payments, are self-employed, or are unemployed or if the proposed wage order is insufficient to provide the full monthly plan payment, a proposed Electronic Funds Transfer Certification or ACH Certification was filed on the petition date. No application or further order is required. The \$100.00 allowance is in addition to any amounts otherwise awarded by the Court.

**7. Secured Claims for which Collateral is Surrendered.** The Debtor(s) surrender the following collateral under this Plan:

Name of Creditor	Description of Collateral

Upon confirmation of this Plan, the Debtor(s) surrender the collateral and the automatic stay under § 362(a) and the co-debtor stay under § 1301(a) are terminated as to actions against any property that is surrendered. The automatic stay is not terminated under this paragraph as to any other action.

The Debtor(s) and the creditor asserting a lien against the collateral must comply with Bankruptcy Local Rule 6007-1 with respect to the surrender.

Other than terminating the co-debtor stay, this Plan does not affect any co-debtor’s rights in the collateral or the obligation of any secured creditor to act with respect to such a co-debtor in compliance with applicable non-bankruptcy law.

If a creditor asserting a lien against surrendered collateral fails to comply with Bankruptcy Local Rule 6007-1 within 90 days of approval of this Plan by the Court, the Debtor(s) and creditor’s rights in the collateral will be governed by applicable non-bankruptcy law.

The rights of a secured creditor to a deficiency claim will be determined (i) in accordance with the creditor’s allowed unsecured claim in any timely filed proof of claim; or (ii) by separate Court order.

**8. Secured Claim for Claim Secured Only by a Security Interest in Real Property that is the Debtor(s)’ Principal Residence (Property to be Retained), treated pursuant to § 1322(b)(5). For each such claim, utilize either A, B, or C, below:**

**A.** This table sets forth the treatment of certain classes of secured creditors holding a claim secured only by a security interest in real property that is the Debtor(s)’ principal residence and that is treated pursuant to § 1322(b)(5).

Name of Holder of Secured Claim	Estimated Claims	Interest Rate Under Plan	Security for Claim	First Payment of this Amount in Month #	Last Payment of this Amount in Month #	Amount of Estimated Periodic Monthly Payment	Total
Cure Claim <sup>4</sup>							
Maintenance Claim							
Cure Claim							
Maintenance Claim							

Payment of these amounts will constitute a cure of all defaults (existing as of the petition date) of the Debtor(s)' obligations to the holder of the secured claim.

The amounts listed as the "Estimated Claims" are the amounts proposed by the Debtor(s) in this Plan. If the actual allowed claims are in a different amount, the amount paid pursuant to this Plan shall be the amount due on the actual amount of the allowed claim for the arrearage without the need of an amended plan. The amount listed as "Maintenance Claim" will be adjusted to reflect the actual amount of the periodic monthly payment without the need of an amended plan.

The secured claims held by secured creditors holding a claim secured only by a security interest in real property that is the Debtor(s)' principal residence (other than the arrearage claims set forth in the above table) will be paid in accordance with the pre-petition contract held by the holder of the secured claim. These amounts will include any amounts that arise post-petition and that are authorized pursuant to Fed. R. Bankr. P. 3002.1. The first such payment is due on the first payment due date under the promissory note (after the date this bankruptcy case was filed). During the term of the Plan, these payments will be made through the Trustee in accordance with the Home Mortgage Payment Procedures adopted pursuant to Bankruptcy Local Rule 3015(b). Each holder of a claim that is paid pursuant to this paragraph must elect to either (i) apply the payments received by it to the next payment due without penalty under the terms of the holder's pre-petition note; or (ii) waive all late charges that accrue after the order for relief in this case. Any holder that fails to file an affirmative election within 30 days of entry of the order confirming this Plan has waived all late charges that accrue after the order for relief in this case. Notwithstanding the foregoing, the holder may impose a late charge that accrues following an event of default of a payment due under paragraph 4 of this Plan.

The automatic stay is modified to allow holders of secured claims to send only monthly statements (but not demand letters) to the Debtor(s).

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<sup>4</sup> In this Plan, a "Cure Claim" is the amount required to cure any existing default and a "Maintenance Claim" is the amount required to maintain ongoing post-petition mortgage payments.

The Debtor(s) must provide the information required by the Trustee pursuant to the Home Mortgage Payment Procedures, prior to 7 calendar days after the date the original proposed Plan in this case was filed.

**B.** The holder of the claim secured only by a security interest in real property that is the Debtor(s)' principal residence has agreed to refinance the security interest and claim on the terms set forth on the document attached as Exhibit "A". The refinancing brings the loan current in all respects. The terms of the loan that is being refinanced and the new loan are described below:

	<b>Old Loan</b>	<b>New Loan</b>
<b>Current amount owed on old loan and total amount borrowed on new loan</b>		
<b>Interest rate is fixed or variable?</b>		
<b>Interest rate (in %)</b>		
<b>Closing costs paid by debtor(s)</b>		
<b>Monthly principal and interest payment</b>		
<b>Monthly required escrow deposit</b>		
<b>Total monthly payment of principal, interest and escrow</b>		

Payments made to the above referenced holder will be paid (check one, **only** if Debtor(s) have checked option **B**, above):

**Through the Trustee.**

**Directly to the holder of the claim, by the Debtor(s).** The holder of the claim may not impose any attorneys fees, inspection costs, appraisal costs or any other charges (other than principal, interest and escrow) if such charges arose (in whole or in part) during the period (i) when the case is open; (ii) after the closing of the refinanced loan; and (iii) prior to a modification of this Plan (i.e., following a default by the Debtor(s) in payments to the holder of the claim) pursuant to which the Debtor(s) commence payments through the Trustee to the holder of the claim secured solely by a security interest in the Debtor(s)' principal residence.

If the Debtor(s) default in direct payments following the refinancing, future payments will be through the Trustee in accordance with the procedures set forth in paragraph 8(A) of this Plan.

C. The following table sets forth the treatment of certain classes of secured creditors holding a claim secured only by a security interest in real property that is the Debtor(s)' principal residence.

Name of Holder of Lien to which this provision applies		
Address of Principal Residence		
Debtor(s)' Stated Value of Principal Residence	\$ _____	
Description of all Liens Senior in Priority (List Holder and Priority)	Estimated Amount Owed on This Lien	
Total Owed—All Senior Liens		

The Debtor(s) allege that the total amount of debt secured by liens that are senior in priority to the lien held by \_\_\_\_\_ exceeds the total value of the principal residence. Accordingly, the claim will receive (i) no distributions as a secured claim; and (ii) distributions as an unsecured claim only in accordance with applicable law.

Upon the Debtor(s)' completion of all payments set forth in this Plan, the holder of the lien is required to execute and record a full and unequivocal release of its liens, encumbrances and security interests secured by the principal residence and to provide a copy of the release to the Debtor(s) and their counsel. Notwithstanding the foregoing, the holder of a lien that secures post-petition homeowners' association fees and assessments will be allowed to retain its lien, but only to secure (i) post-petition assessments; and (ii) other post-petition amounts, such as legal fees, if such other post-petition amounts are (x) incurred with respect to post-petition fees and assessments; and (y) approved by the Court, if incurred during the pendency of the bankruptcy case.

This paragraph 8C will only be effective if the Debtor(s) perform each of the following:

- Mail a "Lien Stripping Notice", in the form set forth on the Court's website, to the holder of the lien that is governed by this paragraph 8C. The Lien Stripping Notice must be mailed in a separate envelope from any other document. Service must be in a manner authorized by Fed. R. Bankr. P. 7004.
- File a certificate of service reflecting that the Lien Stripping Notice was mailed by both certified mail, return receipt requested and by regular US mail to the holder of the lien at **all** of the following addresses, with the mailings occurring not later than 30 days prior to the hearing on this Plan:

- The address for notices shown on any proof of claim filed by the holder.
- Any attorney representing the holder who has filed a request for notice in this bankruptcy case.
- On the holder, in accordance with FED. R. BANKR. P. 7004.

**9. Debt Incurred (a) within 910 Days Preceding Petition Date and Secured by a Lien on a Motor Vehicle or (b) within 1 Year Preceding Petition Date and Secured by Other Collateral for Which Full Payment, with Interest, is Provided.** The following table sets forth each class of secured creditors holding a claim for a debt incurred within 910 days preceding the petition date and secured by a lien on a motor vehicle or for a debt incurred within 1 year preceding the petition date and secured by other collateral for which full payment is proposed.

Name of Holder of Secured Claim	Estimated Claims	Interest Rate Under Plan	Security for Claim	First Payment of this Amount in Mo. #	Last Payment of this Amount in Mo. #	Amount of Estimated Periodic Payment	Total
Cure Payments							
Maintenance Payments							
Cure Payments							
Maintenance Payments							
Cure Payments							
Maintenance Payments							

The amounts listed as “Estimated Claims” are estimates of the actual allowed claims.

If the Court allows a claim in a different amount than is shown above under “Estimated Claims”, the Plan shall be deemed amended to pay the principal amount as allowed without the requirement of the filing of an amended Plan. The amount listed as “Amount of Estimated Periodic Payment” will be adjusted to reflect the actual amount of the allowed claim.

Payment of the amounts required in this section constitutes a cure of all defaults (existing as of the date this Plan is confirmed) of the Debtor(s)’ obligations to the holder of the secured claim. If the monthly payment in the proposed Plan is less than the amount of the adequate protection payment ordered in this case, the actual payment will be the amount of the monthly adequate protection payment.



The automatic stay is modified to allow holders of secured claims to send only monthly statements (but not demand letters) to the Debtor(s).

Each secured claimant is hereby designated to be in a class by itself. Subject to disposition of a timely filed motion to avoid a lien under § 522, or a complaint to determine the extent or validity of a lien filed under FED. R. BANKR. P. 7001, each secured creditor shall retain the lien securing its claim. The lien shall be enforceable to secure payment of the claim the lien secures, as that claim may be modified by the Plan. The holder of a claim secured by a valid lien may enforce its lien only if the stay is modified under § 362 to allow the lender to enforce the lien.

**10. Secured Debts Paid in Accordance with Pre-Petition Contract on Which There is No Default.** The Debtor(s) represent that there are no payment defaults on the contracts listed in this paragraph. The secured claims held by the following secured creditors will be paid by the Debtor(s) (and not paid through the Trustee) in accordance with the pre-petition contracts between the Debtor(s) and the holder of the secured claim:

Name of Holder	Collateral for Claim	Total Claim at Petition Date	Collateral Value at Petition Date	Contract Interest Rate	Monthly Payment	Date Last Payment is Due

**11. Other Secured Claims (Property to be Retained).** Each secured claimant is hereby designated to be in a class by itself. Payments on these claims will be made through the Trustee. The secured claims treated by this paragraph are in the following table:

Name of Holder of Secured Claim	Security for Claim	Estimated Claims	Collateral Value	Int. Rate per Plan	First Pmt. of this Amt. in Mo. #	Last Pmt. of this Amt. in Mo. #	Amount of Estimated Periodic Payment	Total
Cure Claim								
Maintenance Claim								
Total Debt Claim								
Cure Claim								
Maintenance Claim								
Total Debt Claim								
Cure Claim								

Name of Holder of Secured Claim	Security for Claim	Estimated Claims	Collateral Value	Int. Rate per Plan	First Pmt. of this Amt. in Mo. #	Last Pmt. of this Amt. in Mo. #	Amount of Estimated Periodic Payment	Total
Maintenance Claim								
Total Debt Claim								

Subject to disposition of a timely filed motion to avoid a lien under § 522, or a complaint to determine the extent or validity of a lien filed under FED. R. BANKR. P. 7001, each secured creditor shall retain the lien securing its claim. The lien shall be enforceable to secure payment of the claim the lien secures, as that claim may be modified by the Plan. The holder of a claim secured by a valid lien may enforce its lien only if the stay is modified under § 362 to allow the lender to enforce the lien.

The amount of secured claim to be paid under this Plan is the lesser of the amount listed above as the “Collateral Value” and the allowed amount of the holder’s claim. The amounts listed as “Estimated Claims” are estimates of the actual allowed claim. If the preceding table reflects a “Total Debt Claim” payment amount, the amount that will be paid under the Plan is the amount, with interest, that pays the lesser of (i) the actual allowed claim; or (ii) the amount listed as “Collateral Value”. If the Court determines by written order a different amount than is shown above as “Collateral Value”, the Plan shall be deemed amended to reflect that Collateral Value without the requirement of the filing of an amended Plan.

If the preceding table reflects “Cure Claim” and “Maintenance Claim” payment amounts and the Court allows a claim in a different amount than is shown above under “Estimated Claims”, the Plan shall be deemed amended to pay the allowed claim without the requirement of the filing of an amended Plan. The amount listed as “Amount of Estimated Periodic Payment” will be adjusted to reflect the actual amount of the allowed claim.

The amount listed as “Amount of Estimated Periodic Payment” is for estimation purposes only. The Trustee will calculate and distribute the actual periodic payment.

Payment of the amounts required in this section constitutes a cure of all defaults (existing as of the date this Plan is confirmed) of the Debtor(s)’ obligations to the holder of the secured claim. If the monthly payment in the proposed Plan is less than the amount of the adequate protection payment ordered in this case, the actual payment will be the amount of the monthly adequate protection payment.

The automatic stay is modified to allow holders of secured claims to send only monthly statements (but not demand letters) to the Debtor(s).

If the pre-petition loan documents include a provision for an escrow account, the actual monthly escrow payment is adjustable only in accordance with this paragraph. The procedures set forth in paragraph 8 (including the incorporation of Fed. R. Bankr. P. 3002.1) of the Home Mortgage Payment Procedures must be followed, regardless of whether the claim treated in this paragraph is secured by a home mortgage.

**12. Specially Classified Unsecured Claims.** The following unsecured claims will be treated as described below:

Name of Unsecured Creditor	Treatment

**13. Unsecured Claims.** Unsecured creditors not entitled to priority and not specially classified in Paragraph 12 above shall comprise a single class of creditors. Allowed claims under this paragraph 13 shall be paid a pro rata share of the amount remaining after payment of all secured, priority, and specially classified unsecured claims. The Debtor(s) estimate that these unsecured creditors will receive a \_\_\_\_\_% dividend.

**14. Executory Contracts.** Except as set forth elsewhere in this Plan or in the following sentence, all executory contracts are rejected. The following contracts are assumed:  
\_\_\_\_\_.

**15. Asset Sales.** The Debtor(s) are authorized—without the need for further Court order (except as provided by B.R. 2014 if applicable)—to sell their exempt property in accordance with this paragraph. Any such sale shall provide for the full payment, at closing, of all liens on the property that is sold. If the Debtor(s) request and the Court so determines, an order confirming this authority may be granted by the Court, *ex parte*. Within 14 days following the closing of any sale of real property pursuant to this paragraph, the Debtor(s) must provide to the Trustee a copy of the final closing statement. Unless the sale was privately closed, the closing statement must be the statement issued by the title company or closing agent handling the sale. If the property that was sold was real property exempted solely under Texas law, any proceeds of the sale that are not reinvested within 6 months of the closing of the sale must be paid to the Trustee.

**16. Surrender of Collateral during the Plan Period.** The Debtor(s) may surrender collateral to a secured creditor after confirmation of the Plan by filing a Surrender Notice in the form set forth on the Court’s website. The Surrender Notice will be effective upon the expiration of 21 days from the date that it is filed; provided, if an objection to the Surrender Notice is filed within the 21-day period, the Surrender Notice will become effective only upon entry of a Court order approving the Surrender Notice (the “Effective Date”). If such a timely objection is filed, the Trustee will calendar the Surrender Notice for hearing on the next available Chapter 13 panel date. Upon the Effective Date, the automatic stay under § 362(a) and the co-debtor stay under § 1301(a) are terminated as to actions against any property that is surrendered. The automatic stay is not terminated under this paragraph as to any other action.

Beginning on the Effective Date, the Debtor and the creditor asserting a lien against the collateral must comply with Bankruptcy Local Rule 6007-1 with respect to the surrender.

Other than terminating the co-debtor stay, this Plan does not affect any co-debtor's rights in the collateral or the obligation of any secured creditor to act with respect to such a co-debtor in compliance with applicable non-bankruptcy law.

If a creditor asserting a lien against surrendered collateral fails to comply with Bankruptcy Local Rule 6007-1 within 90 days of approval of this modification by the Court, the Debtor(s) and creditor's rights in the collateral will be governed by applicable non-bankruptcy law.

Upon the Effective Date, (i) if the payment on the debt secured by the surrendered property was not made through the Trustee, no additional direct payments will be required under this Plan; and (ii) if the payment on the debt secured by the surrendered property was made through the Trustee, the Trustee will file a Notice of Plan Payment Adjustment for Surrendered Property in the form set forth on the Court's website. The Notice of Plan Payment Adjustment for Surrendered Property will be filed within 14 days of the effective date of the Surrender Notice and will be effective with the next payment due to the Trustee after the Effective Date. The rights of a secured creditor to a deficiency claim will be determined (i) in accordance with the creditor's allowed unsecured claim in any timely filed proof of claim; or (ii) by separate Court order.

**17. Payments Under Plan.** For the purposes of § 1328(a) of the Bankruptcy Code, the Debtor(s) will have completed all payments under this Plan by:

- a. Paying all amounts due as direct payments under this Plan (whether under paragraph 8 or 10), as adjusted by paragraph 16; and
- b. Paying all amounts due under paragraph 4 of this Plan, as adjusted by paragraph 16.

**18. Emergency Savings Fund.** Line 21 of Schedule J (the Debtor(s)' expense budget) includes a provision for an emergency savings fund by the Debtor(s). Deposits into the emergency savings fund will be made to the Trustee. Withdrawals from the emergency savings fund may be made by application to the Court, utilizing the form application from the Court's website. Withdrawals should be requested only in an emergency. The form application need only be served electronically, and only to persons subscribing to the Court's CM/ECF electronic noticing system. An application will be deemed granted on the 15<sup>th</sup> day after filing unless (i) an objection has been filed; or (ii) the Court has set a hearing on the motion. The Debtor(s) may request emergency consideration of any application filed under this paragraph. The balance in the emergency savings fund will be paid to the Debtor(s) following (i) the granting of the discharge in this case; (ii) the dismissal of this case; or (iii) the conversion of this case to a case under chapter 7, except under those circumstances set forth in 11 U.S.C. § 348(f)(2).

The deposits into the emergency savings fund will be:

Month of First Deposit of this Amount	Month of Last Deposit of this Amount	Amount	Total
Pre-modification savings deposits			
		TOTAL	

Funds paid to the Trustee will not be credited to the emergency savings fund unless, at the time of receipt by the Trustee, the Debtor(s) are current on payments provided for in the Plan that are to be distributed to creditors. After funds have been credited to the savings fund, they may only be withdrawn in accordance with this paragraph.

**19. Reserves for Post-Petition Ad Valorem Taxes, Insurance, Homeowners Association Fees or Other Periodic Post-Petition Obligations. (Check One or More):**

- The Debtor(s) do not invoke this provision.
- The Debtor(s) will reserve \$\_\_\_\_\_ each month for post-petition ad valorem taxes.
- The Debtor(s) will reserve \$\_\_\_\_\_ each month for post-petition insurance.
- The Debtor(s) will reserve \$\_\_\_\_\_ each month for post-petition homeowners association fees.
- The Debtors will reserve \$\_\_\_\_\_ each month for:  
\_\_\_\_\_.

The Debtor(s)' expense budget shown on Schedule J includes a monthly provision for the payment of the post-petition expenses identified above. In addition to the amounts reflected in paragraph 4 of this Plan, the Debtor(s) will deposit the monthly amount shown on Schedule J for each of the designated reserve items with the Trustee. Between 30 days and 60 days of the date on which the payment is due to the taxing authority, insurer, homeowner's association or other person, the Debtor(s) must send a request, on a form promulgated by the Trustee, requesting a disbursement from the reserves. Copies of the appropriate invoices must be attached to the request. Not later than 45 days after receipt of an appropriate request, the Trustee will pay the lesser of (i) the amount shown on the invoices; or (ii) the balance in the applicable reserve. If the balance in the applicable reserve is less than the amount due, then the Trustee will notify the Debtor(s) of the amount of the deficiency. The Debtor(s) must pay the balance due prior to the due date shown on the invoice. The amounts of the monthly deposit will be adjusted each year by the Trustee based on the prior year's invoices.

Funds paid to the Trustee will not be credited to reserves unless, at the time of receipt by the Trustee, the Debtor(s) are current on payments provided for in the Plan that are to be distributed to creditors. After funds have been credited to an applicable reserve, they may only be withdrawn in accordance with this paragraph.

**20. Effect of a Motion to Convert to Chapter 7.** If, during the term of this Plan, the Debtor(s) file a motion to convert this case to a case under Chapter 7 of the Bankruptcy Code, the motion may be included with a request to distribute to Debtor's counsel the lesser of (i) the amount agreed between the Debtor(s) and Debtor's counsel; and (ii) \$750.00. If a motion to convert to chapter 7 has been filed and not yet granted by the Court, the Trustee should immediately distribute funds (i) first pay any unpaid adequate protection payments due to the holders of secured claims; and (ii) thereafter, the amount requested (not to exceed \$750.00) to Debtor's counsel. This amount may be paid to Debtor's counsel for post-conversion services. Debtor's counsel must immediately make a request for a disbursement of the amount (not to exceed \$750.00) to the Trustee. Upon receipt of the request and without waiting for approval by the Court, the Trustee will distribute available funds pursuant to this paragraph 20. Any amounts so distributed are subject to disgorgement if ordered by the Court.

**21. Discharge and Vesting of Property.** The Debtor(s) will be granted a discharge in accordance with § 1328(a). Property of the estate shall vest in the Debtor(s) upon entry of the discharge order.

**22. Effect of Dismissal.** If this case is dismissed:

- a. Except for paragraphs 22(b) and 22(c), this plan is no longer effective.
- b. Any funds received by the Trustee prior to entry of the order of dismissal will be paid:
  - i. First, to satisfy any adequate protection payments ordered by the Court that have not been paid;
  - ii. Second, to the holders of any unpaid claim allowed under § 503(b); and
  - iii. Third, to the Debtor(s).
- c. Any funds received by the Trustee after entry of the order of dismissal will be paid to the Debtor(s).

**23. Plan Not Altered from Official Form.** By filing this Plan, Debtor(s) and their counsel represent that the Plan is in the official form authorized by the Court. There are no addenda or other changes made to the official form, except those contained in paragraph 24.

**24. Non-standard Provisions.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

*Except for provisions contained in paragraph 24, any provision not contained in the approved local form for this Plan is void. Any provision contained in this paragraph 24 is void unless paragraph 1 of this Plan indicates that a non-standard provision has been included in this Plan.*

**Submitted by**

\_\_\_\_\_  
**Debtor Signature**

\_\_\_\_\_  
**Debtor Signature**

\_\_\_\_\_  
**[Name, address, email and phone of Debtor(s) or  
of Debtor(s)' attorney]**

**Attorney's Declaration Pursuant to 28 U.S.C. § 1746**

I declare under penalty of perjury and certify that this Plan contains no non-standard provision other than those set out in paragraph 24.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Debtor's Attorney**

**Debtor's Declaration Pursuant to 28 U.S.C. § 1746**

I declare under penalty of perjury that the foregoing statements of value contained in this document are true and correct. If I am not represented by an attorney, I also declare under penalty of perjury and certify that this Plan contains no non-standard provision other than those set out in paragraph 24.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Debtor**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Debtor**

CAPTION

**NOTICE OF DEBTOR(S)' INTENTION TO STRIP YOUR LIEN**

Notice to: [INSERT NAME OF HOLDER OF LIEN]

Regarding: Your lien that is alleged to be secured by the following real property:  
[Street Address of Property]

Priority of the  
Lien that Will  
be Stripped: \_\_\_\_\_

[DEBTOR(S) NAMES] propose a chapter 13 plan that terminates your lien secured by the property located at [ADDRESS]. The proposed Plan alleges that the value of the property is less than the amount owed on all liens that are senior in priority to your lien.

You must file any objection to the termination of your lien within 28 days of the date of this notice. If you fail to do so, the Bankruptcy Court may approve the Plan without further notice. If you do object, you must appear at the hearing on confirmation of the proposed Plan. The hearing is scheduled for [INSERT DATE AND TIME] at the United States Courthouse, \_\_\_\_\_.

You are urged to review the entire Plan. The provision of the Plan that would terminate your lien is set forth below:

**[INSERT ALL OF PARAGRAPH 8C VERBATIM]**

**CERTIFICATE OF SERVICE**

On \_\_\_\_\_, a copy of this notice was sent by certified mail, return receipt requested, and by regular US mail to each of the following:

[List Name and Address of Each Recipient, as required by paragraph 8C of the Plan]

[SIGNATURE BLOCK]