

# 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. A “non-standard” provision contained in paragraph 28.	<input type="checkbox"/>	<input type="checkbox"/>
B. A provision limiting the amount of a secured claim based on a valuation of the collateral for the claim in paragraph 11 or 14.	<input type="checkbox"/>	<input type="checkbox"/>
C. 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 estimated disbursements to be made by the Trustee under this Plan.

**3. Motion for Valuation of Secured Claims.** If indicated in paragraph 1B of this Plan, the Debtor(s) move to establish the value of the collateral securing claims in the amount set forth in paragraphs 11 and 14. **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 an evidentiary hearing 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 will be considered as summary evidence at the confirmation hearing.**

**4. Payments.** The Debtor(s) must 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:

---

<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 Reserve Funds<sup>3</sup></b>	<b>Total Available for Creditors and Reserve 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 3015-1(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) or in accordance with the procedures set forth in Paragraphs 19 or 22, the payments to the Trustee under this Plan will be modified as follows:

- (i) The Debtor(s)' payments required by Paragraph 4 of this Plan will be automatically increased or decreased by (i) the amount of the increase or decrease in the Paragraph 8, 11, 19 or 22 payments; and (ii) 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 established by the Court and 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.

- (ii) If the Paragraph 8, 11, 19 or 22 changes are made when less than 12 remaining payments are due under the Plan and the changes would result in a cumulative change of less than \$600.00 over the remaining life of the Plan, the Debtor(s)' payments required by this Paragraph 4 will not be changed.

If the monthly payment required on a secured proof of claim varies from the monthly payment estimated in this Plan, the amount shown on the proof of claim will govern, retroactively to the petition date. The Trustee must file a Notice of Plan Payment Adjustment to reflect any such change, effective with the next payment due after the expiration of 30 days. With respect to payments made or due to the holder of the secured claim prior to the effective date of the Notice

<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> Reserve funds are funds established under paragraph 22 of this Plan.

of Plan Payment Adjustment. The Trustee must increase or decrease the amount of future payments to capture the difference in equal installments over the balance of the term of the Plan.

Notwithstanding the preceding paragraph, if an Order is issued that establishes a monthly payment that varies from the amount shown on a proof of claim, the Order will govern and may be applied retroactively by the Court.

Except as otherwise ordered by the Court, payments to the Trustee will be made by wage withholding, Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). Bankruptcy Local Rule 1007-1(d) determines the payment form that is required.

**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	Amount of Estimated Periodic Payment	First Payment of this Amount in Mo. #	Last Payment of this Amount in Mo. #	Total

If the Debtor(s) are current on Domestic Support Obligations as of the petition date, the Debtor(s) must either (i) directly pay the balance of all Domestic Support Obligations in accordance with applicable non-bankruptcy law; or (ii) make post-petition payments of Domestic Support Obligations through the Trustee in the amounts reflected in the preceding table.

**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	Amount of Estimated Periodic Payment	First Payment of this Amount in Mo. #	Last Payment of this Amount in Mo. #	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, 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) is terminated as to actions against any (i) collateral that is described in the preceding table; and (ii) escrow deposit held by the holder of a security interest to secure payment of taxes and insurance. The automatic stay is not terminated under this Paragraph as to any other action. The co-debtor stay under § 1301(a) is terminated with respect to the collateral identified in the preceding table.

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.

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

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). 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 located at \_\_\_\_\_.

<b>Name of Holder of Secured Claim</b>	<b>Estimated Claims</b>	<b>Plan Interest Rate</b>	<b>Security for Claim</b>	<b>Estimated Monthly Payment Amount</b>	<b>Starting Month #</b>	<b>Ending Month #</b>	<b>Total</b>
Cure Claim <sup>4</sup>							
Monthly Mtg. Payment <sup>5</sup>							
Total Debt Claim							
Cure Claim							
Monthly Mtg. Payment							
Total Debt 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.

“Estimated Claims” and “Estimated Monthly Payment Amounts” will be allowed and paid based on the claims allowance process, without the need for an amended plan.

A claim secured only by a security interest in real property that is the Debtor(s)' principal residence (other than the Cure Claims set forth in the above table) will be paid in accordance with the pre-petition contract. The claim includes all amounts that arise post-petition and that are authorized pursuant to Fed. R. Bankr. P. 3002.1. 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 3015-1(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.

<sup>4</sup> In this Plan, a “Cure Claim” is the amount required to cure any existing default. A “Total Debt Claim” is a claim that will be fully paid during the term of the proposed Plan. As to each claim secured by a security interest, the Debtor(s) must propose either (i) a Cure Claim and a monthly mortgage payment; or (ii) a Total Debt Claim.

<sup>5</sup> Including principal, interest, and escrow.

Any amounts due as a result of the filing of a Rule 3002.1(c) Notice shall be paid after payment of all other secured and priority claims, but before payment of all general unsecured claims. If the payment of the amounts due under a Rule 3002.1(c) Notice would render the Plan unworkable because of a shortfall of available funds, the Trustee must file a Notice of Plan Payment Adjustment to provide sufficient funds to pay all secured and priority claims in full.

Each claim secured by a security interest is designated to be in a separate class.

The Debtor(s) must timely provide the information required by the Trustee pursuant to the Home Mortgage Payment Procedures.

**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>		

No separate motion to approve this modification is required. Upon confirmation of this Plan, the Debtor(s) are authorized to execute conforming documents with the holder of the security interest.

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 attorney's fees, inspection costs, appraisal costs or any other charges (other than principal, interest and *ad valorem* tax and property insurance escrows) 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 must 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 (a) incurred with respect to post-petition fees and assessments; and (b) 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 at least 7 days prior to confirmation 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 31 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 Required by § 1325(a)(9) (hanging paragraph).** The following table sets forth each class of creditors holding a claim for a debt incurred within 910 days preceding the petition date and secured by a security interest on a motor vehicle or for a debt incurred within 1 year preceding the petition date and secured by a security interest on other collateral for which full payment is required by § 1325(a)(9) (hanging paragraph).

Name of Holder of Secured Claim	Estimated Claims	Plan Interest Rate	Security for Claim	Estimated Monthly Payment Amount	Starting Month #	Ending Month #	Total
Cure Claim <sup>6</sup>							
Monthly Contract Pmt.							
Total Debt Claim							
Cure Claim							
Monthly Contract Pmt.							
Total Debt Claim							

<sup>6</sup> In this Plan, a “Cure Claim” is the amount required to cure any existing default. A “Total Debt Claim” is a claim that will be fully paid during the term of the proposed Plan. As to each claim secured by a security interest, the Debtor(s) must propose either (i) a Cure Claim and a Monthly Contract Payment; or (ii) a Total Debt Claim.



Name of Holder of Secured Claim	Estimated Claims	Plan Interest Rate	Security for Claim	Estimated Monthly Payment Amount	Starting Month #	Ending Month #	Total
Cure Claim							
Maintenance Claim							
Monthly Contract Pmt.							

“Estimated Claims” and “Estimated Monthly Payment Amounts” will be allowed and paid based on the claims allowance process, without the need for an amended plan.

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 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.

Each claim secured by a security interest is designated to be in a separate class.

**10. Secured Debts on Which There is No Default and to be Paid Directly by the Debtor.** The Debtor(s) represent that (i) there are no payment defaults on the contracts listed in this paragraph; (ii) the Debtor(s) may not utilize § 506 of the Bankruptcy Code to reduce the Allowed Secured Claims listed below; and (iii) the interest rate on the Allowed Secured Claims (other than claims with a security interest against the Debtor(s)’ principal residence) listed below is not greater than the interest rate required by *In re Till*.

**If all three of the representations in the preceding paragraph do not apply, this paragraph may not be utilized.**

The 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 claim secured by a security interest:

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

Each claim secured by a security interest is designated to be in a separate class.

**11. Other Secured Claims (Property to be Retained).** 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 Claim	Collateral Value	Plan Int. Rate	Estimated Monthly Payment Amount		Starting Month #	Ending Month #	Total
					P&I	Escrow <sup>7</sup>			

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 claim. The amounts listed as “Estimated Claim” are estimates of the actual allowed claim. If the Court orders 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.

The amount listed as “P&I” for the “Estimated Monthly Payment Amount” will be adjusted to reflect the actual amount of the allowed claim. The amount listed as “Escrow” will be adjusted to reflect 1/12th of the annual *ad valorem* taxes and property insurance that is escrowed.

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.

If the pre-petition loan documents include a provision for an escrow account, the actual monthly 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, even though the claims treated in this Paragraph are not secured by the Debtor(s)’ principal residence.

Each claim secured by a security interest is designated to be in a separate class.

**12. Modification of Stay and Lien Retention.** The automatic stay is modified to allow holders of secured claims to send monthly statements (but not demand letters) to the Debtor(s). 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, the holder of an Allowed Secured Claim that is proposed to be paid under this Plan shall retain its lien until the earlier of (i) the payment of the underlying debt as determined under nonbankruptcy law; or (ii) the entry of a discharge under § 1328. 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.

<sup>7</sup> Only applicable if an escrow for *ad valorem* taxes or property insurance has been required by the holder of the security interest. If the collateral is a vehicle or other personal property, the “Escrow” amount should be \$0.00.

**13. Maintenance of Taxes and Insurance.** The Debtor(s) must pay all *ad valorem* property taxes on property that is proposed to be retained under this Plan, with payment made in accordance with applicable non-bankruptcy law not later than the last date on which such taxes may be paid without penalty. The Debtor(s) must maintain insurance on all property that serves to secure a loan and that is proposed to be retained under this Plan, as required by the underlying loan documents. This Paragraph 13 does not apply to the extent that taxes and insurance are escrowed. Any holder of a secured claim may request in writing, and the Debtor(s) must promptly provide proof of compliance with this paragraph. If the Debtor(s) fail to provide such proof within 30 days of receipt of a written request, the holder of the debt secured by a lien on the property may purchase such insurance or pay such taxes in accordance with its rights under applicable non-bankruptcy law.

**14. Secured Claims Satisfied by Transfer of Real Property in Satisfaction of Secured Claim.** Each secured claim set forth in this table will be satisfied by the transfer of title to the real property from the Debtor(s) to the holder of the Secured Claim. A Notice of Transfer Pursuant to Bankruptcy Plan that attaches a certified copy of this Plan and a certified copy of the Order confirming this Plan shall, when filed in the real property records of the County in which the property is located, constitute a transfer of ownership of the property to the holder of the Secured Claim. The transfer will be effective upon the later to occur of (i) the filing of the Notice of Transfer Pursuant to Bankruptcy Plan that attaches a certified copy of this Plan and a certified copy of the Order confirming the Plan in the real property records of the applicable County; or (ii) the 15th day following entry of the Order confirming this Plan; or (iii) if the Order is stayed pending appeal, the termination of the stay. Upon transfer of ownership, (i) the Debtor(s) will immediately turn the transferred property over to the holder of the lien; and (ii) will have no liability for future assessments or charges against the transferred property.

Upon receipt of written request by the transferee of the property, the Debtor(s) will promptly execute appropriate transfer documents, without recourse or warranty, in favor of the transferee.

The transferee of the transferred property must credit its claim with the Value of Property (in the amount set forth below unless a different amount is ordered by the Court at the confirmation hearing on this Plan), not to exceed the balance owed on the claim on the date of the transfer.

If the transfer is to the holder of a junior lien, the transfer is made subject to all senior liens. The holder of any senior lien may exercise its rights in accordance with applicable non-bankruptcy law. If the transfer is to the holder of a senior lien, the transfer is free and clear of the rights of the holder of any junior lien.<sup>8</sup>

Address of Property	Name and Address of Transferee	Value of Property
		\$

<sup>8</sup> The property may not be transferred to the holder of an oversecured senior lien if there is a junior lien.

The Debtor(s) must file a certificate of service at least 7 days prior to Plan confirmation reflecting that a copy of this Plan was mailed by both certified mail, return receipt requested and by regular US mail to the holders of all claims secured by a lien on the property at **all** of the following addresses, with the mailings occurring not later than 31 days prior to the confirmation 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.

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

Name of Unsecured Creditor	Treatment

**16. Unsecured Claims.** Unsecured creditors not entitled to priority and not specially classified in Paragraph 15 shall comprise a single class of creditors. Allowed claims under this Paragraph 16 shall be paid a pro rata share of the amount remaining after payment of all secured, priority, and specially classified unsecured claims.

**17. 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 with the amount and timing of any cure payments as shown:

Parties to Executory Contract	Amount of Cure	Cure to be Made Directly by the Debtor in equal Monthly Installments of this Amount, with the First Installment Due on the 30th Day Following Entry of the Confirmation Order

**18. Asset Sales.** The Debtor(s) are authorized—without the need for further Court order (except as provided by Fed. R. Bankr. P. 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 7 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. Any non-exempt proceeds received from the sale must be paid to the Trustee. 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 exempted as a homestead solely under Texas law, any proceeds of the sale that are not reinvested in a qualifying Texas homestead within 6 months of the closing of the sale must be paid to the Trustee.

**19. 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 a timely objection is filed, the Trustee will schedule the Surrender Notice for hearing on the next available Chapter 13 panel date. On the Effective Date, the automatic stay under § 362(a) and the co-debtor stay under § 1301(a) are terminated as to actions against surrendered property. The automatic stay is not terminated under this paragraph as to any other action.

Bankruptcy Local Rule 6007-1 applies to the surrender of property under this Plan.

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.

On the Effective Date, (i) no additional direct or Trustee payments will be made on the claim secured by the surrendered property; and (ii) if the payment on the debt secured by the surrendered property was made through the Trustee, then within 14 days after the Effective Date, the Trustee must file a Notice of Plan Payment Adjustment for Surrendered Property in the form set forth on the Court's website. The adjusted payment will be effective with the next payment due to the Trustee after the Effective Date. The Plan Payment Adjustment will be a reduction equal to (i) the sum of (a) all remaining principal and interest payments that are due after the Effective Date and payable to the holder of the secured debt; plus (b) the Posted Chapter 13 trustee fee applicable to the sum of such remaining payments; divided by (ii) the remaining number of monthly payments due under the plan 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.

Within 14 days of the Effective Date, the Debtor(s) must file an amended Schedule I and J.

**20. 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 under Paragraph 4 of this Plan, as adjusted by Paragraphs 19 and 22; and
- b. Paying all amounts due as direct payments under this Plan (including Paragraphs 8 and 10), as adjusted by Paragraph 19.

**21. 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 application. The Debtor(s) may request emergency consideration of any application filed under this paragraph. The balance, if any, 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:

<b>Month of First Deposit of this Amount</b>	<b>Month of Last Deposit of this Amount</b>	<b>Amount</b>	<b>Total</b>
		<b>TOTAL</b>	

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<sup>9</sup> provided for in the Plan that are to be distributed to creditors or that are to be reserved under Paragraph 22. After funds have been credited to the Emergency Savings Fund, they may only be withdrawn in accordance with this paragraph.

---

<sup>9</sup> If the Debtor(s)' payments are made by a wage order that is routinely paying the Trustee, the Debtor(s) will be considered "current" for the purposes of this Paragraph and Paragraph 22 if the Debtor(s) are less than 1 month delinquent in their plan payments.

**22. Reserves for Post-Petition *Ad Valorem* Taxes, 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 homeowners' association fees.
- The Debtor(s) will reserve \$\_\_\_\_\_ each month for post-petition federal income tax payments.
- The Debtor(s) 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) must deposit the monthly amount shown on Schedule J for each of the designated Reserve items with the Trustee. Not less than 45 days before the date on which the payment is due to the taxing authority, homeowner's association or other person, the Debtor(s) must send a request to the Trustee, 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 must 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 Debtor(s) must pay the balance due prior to the due date shown on the invoice.

The Debtor must file a Notice reflecting any change of the projected disbursement amount from the applicable reserve. Unless a party-in-interest objects within 14 days thereafter, the Trustee will file a Notice of Plan Payment Adjustment to reflect the change.

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.

If this Plan provides for payment of a "Total Debt Claim" on real property and no lender-established escrow account is maintained, the Debtor(s) must establish reserves under this paragraph for the payment of *ad valorem* taxes. If the Debtor(s) subsequently surrender the real property, or if the automatic stay is terminated as to the real property, the amount on deposit for taxes on such property will be paid by the Trustee, without further Court Order, to the holder of the claim secured by the most senior security interest against the real property.

**23. 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 must, within 21 days of the date on which the motion was filed, distribute any remaining funds (exclusive of Reserves and Emergency Savings Funds) (i) first to 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 for post-conversion services. Any amounts so distributed are subject to disgorgement if ordered by the Court.

**24. Absence of a Proof of Claim.** Whenever this Plan provides for the payment to the holder of a claim, payment will only be made if a proof of claim has been filed. If no proof of claim is filed asserting a priority or secured claim for which payment is provided under this plan, the funds will be held for the holder of the claim pending further Court order. Notwithstanding the foregoing, if this Plan provides for the payment of a domestic support obligation for which no proof of claim has been filed, the domestic support obligation will be paid upon the filing of a copy of a Notice of Domestic Support Obligation on the claims register that attaches a state court order mandating payment of the domestic support obligation. The filing of such an order by the Debtor(s) shall constitute the filing of a proof of claim on behalf of the domestic support obligee.

**25. 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.

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

- a. Except for paragraphs 26(b) and 26(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 the extent of Emergency Savings Funds, to the Debtor;
  - ii. Second, to the extent of Reserves for *ad valorem* taxes, to the holder of the claim secured by the senior security interest against the property for which the Reserves were established;
  - iii. Third, to satisfy any adequate protection payments ordered by the Court that have not been paid;
  - iv. Fourth, to the holders of any unpaid claim allowed under § 503(b); and
  - v. The balance, if any, 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).

**27. 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 28.

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

*Except for provisions contained in Paragraph 28, any provision not contained in the approved Southern District of Texas Chapter 13 Plan is void. Any provision contained in this Paragraph 28 is void unless paragraph 1 of this Plan indicates that a non-standard provision has been included in this Plan.*

**Submitted by**

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

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

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

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

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

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

\_\_\_\_\_  
**Signature of Joint 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]