



AMERICAN
BANKRUPTCY
INSTITUTE

CONCURRENT GENERAL SESSION
Mortgage Industry: Who Really Holds the
Paper and How Much Is Really Due?
Proof and Accounting Issues

How to Police Lenders and Protect Homeowners

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A. The Screaming Headlines

(1) Foreclosure Charges by Lender Investigated

The New York Times, September 28, 2007

“The federal agency monitoring the bankruptcy courts has subpoenaed Countrywide Financial, the nation’s largest mortgage lender and loan servicer, to determine whether the company’s conduct in two foreclosures in Southern Florida represented abuses of the bankruptcy system.”

(2) U.S. Expands Scrutiny of Home Lenders/ Services

WSJ, December 3, 2007

“Attorneys from the U.S. Trustee Program, a division of the Justice Department, have taken aim at mortgage lenders, servicers and their lawyers in at least six states, including Georgia, Massachusetts and Pennsylvania... The agency is probing representations made to courts about what homeowners owe and the handling of their payments during bankruptcy, both areas in which consumer advocates say there are pervasive problems.”

B. The Debtors' Side

(1) Lender Abuses Alleged by Debtors

- Lenders misstate or overinflate amounts alleged due in proofs of claim.
- Lenders pursue discharged debts not properly reaffirmed.
- Lenders improperly account for the debtor's payments and the Chapter 13 Trustee's payments during the life of the plan.
- Lenders add fees and charges not disclosed or approved by the Bankruptcy Court.
- Lenders do these things continually in numerous cases across the country.
- Lenders either fail to show (or cannot show) who is the actual holder of the note (*In re Hwang*, 393 B.R. 701 (Bankr. C.D. Cal. Sept. 4, 2008)).

(2) Alleged Adverse Consequences

- Lenders filing proofs of claim for inflated amounts.
- Lenders filing motions for relief from stay alleging the debtor is behind, when in fact, the debtor is not behind, or not behind in amount claimed.
- After discharge, lenders quoting inflated payoff amounts and collecting amounts not owed.
- After discharge, lenders asserting that the debtor is in default, begin foreclosure proceedings, and actually foreclose.

(3) Types of Relief Sought

- Proof of Claim Objections
- Restitution of overpayment
- Sanctions for creditor's violation of Code sections or Bankruptcy Rule 9011
- Sanctions under 11 U.S.C. § 105 or the court's inherent authority (bad faith)
- Actual damages (including emotional distress)
- Statutory damages
- Punitive damages
- Attorneys' fees
- Injunctive Relief

- Violation of Other Federal Statutes
 - Fair Debt Collection Practices Act
 - RESPA
 - HOEPA
 - TILA
 - Fair Credit Reporting Act
- Violation of State Consumer Protection Laws

(4) Cases Favoring the Debtor

- Failure to Disclose Fees Under 506(a) and 2016(b) is per se unreasonable
 - *In re Sanchez*, 372 B.R. 289 (Bankr. S.D. Tex. 2007)
 - *In re Tate*, 253 B.R. 653 (Bankr. W.D.N.C. 2000)
 - *In re Hight*, 393 B.R. 484 (Bankr. S.D. Tex. 2008)
- Code provisions create substantive rights for debtors
 - *In re NGC Settlement Trust*, 118 F.3d 1056, 1063 (5th Cir. 1997) (discharge injunction is substantive right)
- Court can redress lender abuses of the Bankruptcy Code, including awarding actual damages, punitive damages, disgorgement, attorneys' fees and issuing sanctions and injunctions
- Use 105(a), court's inherent authority, or contempt powers
 - *In re Bessette*, 230 F.3d 439 (1st Cir. 2000)
 - *In re Terrebonne Fuel and Lube, Inc.*, 108 F.3d 609, 612-13 (5th Cir. 1997) (court can use 105(a) for contempt of discharge injunction)
- *Chambers v. NASCO*, 501 U.S. 32 (1991)

11 U.S.C. § 105(a)

“The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.”

- *In re Marrama*, 593 U.S. 365 (2007).

- *In re Fagan*, 376 B.R. 81 (Bankr. S.D.N.Y. 2007)
- *In re Wines*, 239 B.R. 703, 709 (Bankr. D.N.J. 1999)
- *In re Jones*, 2007 WL 2480494 (Bankr. E.D. La. Aug. 29, 2007), *rev'd on other grounds*, 391 B.R. 577 (E.D. La. 2008)
 - Court states that award of \$67,202.45 in Debtors' costs and legal fees was really de minimus and insufficient to act as a deterrent to future misconduct, noting its view that \$2,000,000 sanction imposed against Wells Fargo's predecessor in 2002 was apparently not enough to deter Wells Fargo's "sanctionable actions" which had continued. Court ordered Wells Fargo to change its accounting procedures.
- *In re McCormick*, 203 B.R. 521 (Bankr. D.N.H. 1996)
 - Court rejects "computer did it" defense – imposed \$10,000 in punitive damages on Chase noting that Chase employees were not "precluded from getting a quill pen and ledger book to keep track of the effects of a chapter 13 plan in progress if indeed it was beyond the powers of mortal men and women to re-program their computer."

• *Maxwell v. Fairbanks*, 281 B.R. 101 (Bankr. D. Mass. 2002)

- Court found that Fairbanks violated the FDCPA, RESPA and the Massachusetts TILA. Noted that “Fairbanks, in a shocking display of corporate irresponsibility, repeatedly fabricated the amount of the Debtor’s obligation to it out of thin air.” Case settled for full discharge of mortgage, \$50,000 in damages and attorneys fees.

• *In re Garvida*, 347 B.R. 697 (9th Cir. BAP 2006)

- Adjustment of the mortgage’s claim was appropriate when servicer could not provide an accounting after Court ordered it to do so.

• *In re Gorshtein*, 285 B.R. 118 (Bankr. S.D.N.Y. 2002)

- Rejected “dog ate my homework” defense. In each of three separate cases at issue, the servicer’s actions had created a danger that a family would lose its home without just cause and in violation of the bankruptcy code.

• *In re Sanchez*, 372 B.R. 289 (Bankr. S.D. Tex. 2007)

- Creditor holding a lien on a debtor's homestead may not assess a debtor post-petition charges without giving notice to the debtor and without seeking court approval, whether or not those charges are specifically allowed under a pre-petition contract. Court holds that it can use 105(a) to enforce 506, Rule 2016, 362, impose actual and punitive damages, hold lender and firm in contempt and issue injunction.

• *In re Ryerson*, 2006 WL 3804675 (Bankr. M.D. Fla. Nov. 20, 2006)

- Court denied Chase's summary judgment motion that alleged debtor had no cause of action under Sections 1322(b)(5), 1322(a)(1), 1326, 1327(a) or 105.

• *In re Padilla*, 379 B.R. 643 (Bankr. S.D. Tex. 2007)

- Section 506 applies pre-confirmation, and Rule 2016(a) applies post-confirmation. The debtors "are not defenseless against alleged abusive charges by their mortgage lenders."

In re Fagan, 376 B.R. 81
(Bankr. S.D.N.Y. 2007)

“Motions to lift the stay may be routine and inconsequential to secured creditors and their counsel. But to a debtor and his or her family, such a motion and the consequent loss of the family home may be devastating. Most creditors and counsel are conscientious. But some are callous by design or inadvertence, as exemplified by this motion and two others presented to the Court the same week.”

“The danger here is that a debtor who does not have an attorney or the resources of intellect or spirit to defend against a baseless motion may lose his/her home despite being current on post-petition mortgage and plan payments.”

In re Jones, 366 B.R. 584
(Bankr. E.D. La. 2007)

“Wells Fargo avers that it was Debtor’s burden to discover that it had clandestinely assessed and paid itself for undisclosed fees and charges otherwise not due. Incredibly, Wells Fargo also argues that it was Debtor’s burden to verify that its accounting was correct, even though Wells Fargo failed to disclose the details of that accounting until it was sued.”

“The final assault on the Bankruptcy Code is Wells Fargo’s position that not only can it secretly assess a debtor’s account postpetition, but it can collect payment on these charges without seeking Court permission . . .

Depending on how much and how often the lender siphoned off funds, payable under a confirmed plan for other purposes, a debtor might or might not satisfy the obligations contemplated by his or her plan.

To allow such a practice is to eviscerate the provisions of the automatic stay and this court’s power to protect the Debtor and property of the estate.”

C. The Creditors' Side

(1) Lender/Service Responses

- Bankruptcy Requirements Vary - Often By District and Even By Judge
- Many Questions Unresolved By Code Or By Case law, Which Is Sparse
- Servicing Loans Across Country Is Challenging
- Defaulted Loans Are Particularly Difficult To Service
 - Uneven/Untimely Payments - including from trustees
 - Third Parties' Invoices

(2) Creditors' Merits Defenses

- Vary depending on claim
- Some courts have agreed with some of the lender's defenses
- One example, proof of claim fees
 - They are legal – *E.g., Majchrowski v. Norwest Mortgage, Inc.*, 6 F. Supp.2d 946, 966 (N.D. Ill. 1998); *In re Atwood*, 293 B.R. 227 (9th Cir. BAP 2003); *In re Powe*, 278 B.R. 539, 577 (Bankr. S.D. Ala. 2002).
 - Minimal or no additional disclosure requirements
 - Cause of action inconsistent with/not violative of Section 1322 – *In re Bateman*, 331 F.3d 821 (11th Cir. 2004)
 - *In re Nosek*, 2008 WL 4445707 (1st Cir. Oct. 3, 2008)
 - No cause of action under 506(b) or 105; no violation of 362
 - *In re Henthorn*, 299 B.R. 351, 356 (E.D. Pa. 2003) (506(b) and 105)
 - *Pertuso v. Ford Motor Credit*, 233 F.3d 417 (6th Cir. 2000) (105); *Holloway v. Household Auto. Fin. Corp.*, 227 B.R. 501, 506 (N.D. Ill. 1998) (105)
 - *Mann v. Chase Manhattan Mortgage Corp.*, 316 F.3d 1 (1st Cir. 2003) (362)

Additional Merits Defenses

- Factual
 - Often, what is alleged did not occur
 - If it did, it was an exception –
 - Bankruptcy often a “manual process”
 - Courts actually asking for individualized consideration – humans make mistakes
 - Third parties (especially local attorneys) err or do not follow instructions
- Courts or debtors request inconsistent things
 - Monthly statements – *Wetzel v. HomeEq*, C.A. No. 07-42 (S.D. Ohio 2007)
- Courts or debtors request things not required
- “Enact a local rule” – *In re Smith*, Adv. No. 00-3148 (Bankr. W.D.N.C. 2000)
- No Code or Rule authority requires notice of, demand for, or Court approval of postpetition legal expenses of Lender – *In re Padilla*, 389 B.R. 409 (Bankr. E.D. Pa. 2008)
- RESPA authorizes postpetition increase in escrow charges – no stay violation – *In re Rodriguez*, 301 B.R. 723 (Bankr. D.N.J. 2008)

D. Lender's Law Firms Held Accountable

Lenders' Law Firms Held Accountable

- Judge Morris Stern fined a new Jersey law firm for filing 250 court pleadings in which the signature page had been “pre-signed” before review by the servicer.
 - *In re Rivera*, 342 B.R. 435 (Bankr. D.N.J. 2006)
- Judge Cecelia Morris sanctions lender/servicer for errors in servicing postpetition.
 - *In re Schuessler*, 386 B.R. 458 (Bankr. S.D.N.Y. 2008)
- Judge Bohm issued a show cause order as to why Countrywide and its counsel should not be sanctioned for filing a motion for relief from stay that was allegedly inaccurate. Court later ruled that the U.S. Trustee had standing to appear and be heard on matters raised in show cause orders and had the right to conduct discovery under Rule 2004.
 - *In re Parsley*, No. 05-90374 (Bankr. S.D. Tex., Feb. 12, July 17, 2007) (docket sheet); 384 B.R. 138 (Bankr. S.D. Tex. Mar. 5, 2008)
- Judge Doug Dodd awarded sanctions against creditor's counsel for a baseless stay relief motion of \$5,000 (emotional distress damages) and reasonable attorney's fees.
 - *In re Osborne*, 375 B.R. 216 (Bankr. M.D. La. 2007)

E. Class Actions in Bankruptcy Court

(1) Creditors' Class Defenses

- No Jurisdiction Over Debtor Class Actions
- Comity/Interference Principles
- Class Certification Standards Are Not Met
- Merits Of Claim

Jurisdiction

- Not within scope of 1334(b)
- Implicates property of the estate, and so can only be addressed by home court under 1334(e)
- Not a “proceeding” in a “referred” case
- Distant court has no jurisdiction to apply home court’s orders
- Suits amount to collateral attack
- Withdrawal of reference if “other laws . . . Affecting interstate commerce” (HOLA, RESPA, FBA)

Comity/Interference

- Nationwide class interferes with other courts' cases
- Relief would undermine local procedures, rules, customs, settled expectations – See B.R. 9029
- Would interrupt ongoing cases, lead to inconsistent result affecting estate
- Res judicata and collateral attack concerns
 - Even where issue could have been litigated
- “Litigation about litigation”

Class Certification

- Common issues do not predominate
 - Need to examine what happened in each case
 - For example, for claim concerning fees under Section 506(b)
 - Contract terms vary
 - Work done varies
 - Reasonableness of fees varies
 - Plan may not request payment of fees – *In re Tomasevic*, 275 B.R. 86 (Bankr. M.D. Fla. 2001); 11 U.S.C. § 1328(a) (court acts only on debts “provided” in plan)
 - Debtor consent

- There is no nationwide law of bankruptcy
 - *Henry v. Assocs. Home Equity Serv., Inc.*, 272 B.R. 266 (C.D. Cal. 2002)
- Comity/interference/local legal culture
 - *In re Powe*, 278 B.R. 539 (Bankr. S.D. Ala. 2002)
- Not a superior or manageable undertaking
 - The North Carolina experience – no “holy war”
 - The Alabama experience – relief difficult to manage without settlement

(2) Debtors' Responses to Class Defenses

- The District Court has the jurisdiction over bankruptcy matters – there is no “bankruptcy court jurisdiction”
 - Such jurisdiction is not limited to protecting the *rem*, but also debtor and his rights
 - Such jurisdiction is not exclusive
- District courts certify nationwide classes regarding federal statutes despite fact that other courts rule differently on those statutes
- Conduct under attack is violation of a statute – not a particular court’s order
 - *In re Bessette*, 230 F.3d 439 (1st Cir. 2000)
- Common issues and facts *do* predominate – lender commits same violation in every case

- Class actions are only way to really redress the wrong done to debtors, as amounts are small in each case but costs to litigate enormous
- Bankruptcy Rule 7023 exists
- Class makes it more manageable to address lenders' actions, not less
 - *In re Manley*, 273 B.R. 229, 249 (N.D. Ala. 2001)
- Court can define class based on consideration of other similar proceedings to alleviate concerns about comity/interference
 - *In re Noletto*, 244 B.R. 845 (Bankr. S.D. Ala. 2000)
- Huge nationwide class actions already have been certified by bankruptcy courts on these issues

Bankruptcy Court Has “Jurisdiction” Over Class Actions

- *In re Noletto*, 244 B.R. 845 (Bankr. S.D. Ala. 2000);
- *Fleet v. U.S. Consumer Council Inc. (In re Fleet)*, 53 B.R. 833 (Bankr. E.D. Pa. 1985);
- *Powe v. Chrysler Fin. Corp. LLC (In re Powe)*, 280 B.R. 728 (Bankr. S.D. Ala. 2002), *appeal dismissed sub nom. Chrysler Fin. Corp. v. Powe*, 312 F.3d 1241 (11th Cir. 2002);
- *Sheffield v. Homeside Lending, Inc. (In re Sheffield)*, 281 B.R. 24 (Bankr. S.D. Ala. 2000);
- *In re Harris*, 280 B.R. 876 (Bankr. S.D. Ala. 2001), *app. dism. Chrysler v. Financial Corp. v. Powe*, 312 F.3d 1241 (11th Cir. 2002);
- *In re Slick*, 2002 Bankr. LEXIS 772 (Bankr. S.D. Ala. May 10, 2002);
- *Bank United v. Manley*, 273 B.R. 229 (N.D. Ala. 2001);
- *In re Sims*, 278 B.R. 457 (Bankr. E.D. Tenn. 2002);
- *Harris v. Washington Mut. Home Loans (In re Harris)*, 297 B.R. 61 (Bankr. N.D. Miss. 2003), *aff’d Harris v. Washington Mut. Home Loans, Inc. (In re Harris)*, 312 B.R. 591 (N.D. Miss 2004);
- *Patrick v. Dell*, 344 B.R. 56 (Bankr. M.D. Pa. 2005);
- *Aiello v. Providian Fin. Corp. (In re Aiello)*, 231 B.R. 693 (Bankr. N.D. Ill. 1999).

Bankruptcy Court Does Not Have “Jurisdiction” Over Class Actions

- *Fisher v. Fed. Nat'l Mortgage Ass'n (In re Fisher)*, 151 B.R. 895, 897 (Bankr. N.D. Ill. 1993);
- *Nelson v. Provident Nat'l Bank*, 234 B.R. 528, 538 (Bankr. M.D. Fla. 1999);
- *Knox v. Sunstar Acceptance Corp.*, 237 B.R. 687, 693 (Bankr. N.D. Ill. 1999);
- *Lenior v. GE Capital Corp.*, (In re Lenior), 231 B.R. 662, 667-668 (Bankr. N.D. Ill. 1999);
- *Simmons v. Ford Motor Credit Co. (In re Simmons)*, 237 B.R. 672, 676 (Bankr. N.D. Ill. 1999);
- *Cline v. First Nationwide Mtg. Corp.*, 282 B.R. 686, 689 (W.D. Wash. 2002);
- *Beck v. Gold Key Leasing, Inc. (In re Beck)*, 283 B.R. 163, 175 n. 18 (Bankr. E.D. Pa. 2002);
- *Singleton v. Wells Fargo Bank, N.A. (In re Singleton)*, 284 B.R. 322, 325 (D.R.I. 2002);
- *Henry v. Associates Home Equity Servs. Inc.*, 272 B.R. 266 (C.D. Cal. 2002);
- *Bessette v. Avco Fin. Servs., Inc.*, 279 B.R. 442 (D.R.I. 2002);
- *Montano v. First Light Fed. Credit Union (In re Montano)*, 2007 WL 2688606 (Bankr. D.N.M. Sept. 10, 2007).

Courts That Have Certified Class Actions on Bankruptcy Issues

- *Conley v. Sears, Roebuck & Co.*, No. 97-11149 (D. Mass.), *Conley v. Sears, Roebuck & Co.*, 222 B.R. 181, 185-86 (D. Mass. 1998) and *Brioso v. Sears, Roebuck & Co.*, Adv. Proc. No. 97-1222 (Bankr. D. Mass.) (settlement returned 150% of debt collected pursuant to invalid reaffirmations to approximately 190,000 debtors);
- *In re Coggin*, 155 B.R. 934 (Bankr. E.D. N. C. 1993) (Court certified nationwide class concerning Sears reaffirmation agreements);
- *In re General Electric Capital Corp. Consumer Bankruptcy Debtor Class Action Litigation*, MDL No. 1192 (N.D. Ill.) (\$100 million settlement; 100,000 class members [approximate]);
- *Mazola v. May Dept. Stores Co.*, No. 97-10872 (D. Mass.) (\$20 million settlement, 40,000 class members [approximate]);
- *Hurst v. Federated Dept. Stores Co.*, No. 11479 (D. Mass.) (\$5 million settlement, 12,000 class members [approximate]);
- *Lafromboise v. Greenwood Trust Co.*, No. 97-30091 (D. Mass.) (\$4 million settlement, 23,000 class members [approximate]).

- Mobile Proof of Claim Fees Cases:

- *In re Noletto*, 280 B.R. 868 (Bankr. S.D. Ala. 2001);
- *In re Powe*, 278 B.R. 539 (Bankr. S.D. Ala. 2002) and 280 B.R. 728 (Bankr. S.D. Ala. 2001);
- *In re Sheffield*, 281 B.R. 24 (Bankr. S.D. Ala. 2002);
- *In re Harris*, 280 B.R. 876 (Bankr. S.D. Ala. 2001), app. dism., *Chrysler v. Financial Corp. v. Powe*, 312 F.3d 1241;
- *In re Slick*, Case No. 98-14378-MAM, Adv. No. 99-1136, 2002 Bankr. LEXIS 772 (Bankr. S.D. Ala. May 10, 2002) (Wells Fargo sanctioned \$2 million)
- *Lau v. Arrow Fin. Servs., LLC*, 245 F.R.D. 620 (N.D. Ill. 2007) (district court certifies FDCCA class against creditor alleged to be collecting discharged debts);
- *Tate v. Nationsbank Mortgage Corp.* (*In re Tate*), 253 B.R. 653, 663 (Bankr. W.D. N.C. 2000) (court certifies district-wide case on unapproved fees in proofs of claim);
- *Harris v. Washington Mut. Home Loans* (*In re Harris*), 297 B.R. 61 (Bankr. N.D. Miss. 2003), aff'd *Harris v. Washington Mut. Home Loans, Inc.* (*In re Harris*), 312 B.R. 591 (N.D. Miss 2004) (after district court affirmed lower court's ruling that it had jurisdiction over nationwide class, at least two defendants settled on class-wide basis);
- *In re Sims*, 278 B.R. 457 (Bankr. E.D. Tenn. 2002) (class settlement);
- *In re Morrow*, C.A. No. 99-70087, slip opinion (Bankr. N.D. Ala. 2003) (in materials) (court certifies district wide class).

F. Additional Authorities

(1) Other Significant Cases

- *In re Sanchez*, 2008 WL 4467207 (Bankr. S.D. Fla. Oct. 2, 2008) (US Attorney, not UST, has standing to seek sanctions and 105 injunction not appropriate to require lender to “obey the law”).
- *In re Telfair*, 216 F.3d 1333 (11th Cir. 2000) (no stay violation to collect post-confirmation attorney’s fees from monthly maintenance payments).
- *In re Watson*, 384 B.R. 697 (Bankr. D.Del. 2008) (524(i) requirements can be incorporated into standard form chapter 13 plans).
- *In re Dominique*, 368 B.R. 913 (Bankr. S.D.Fla. 2007) (lender must comply with RESPA post-confirmation).
- *In re Berghoff*, 2006 WL 1716299 (Bankr. N.D. Ohio Jan. 20, 2006) (mortgagee’s cannot collect pre-petition attorney’s fees under Ohio law unless they are negotiated).

- *In re Foreclosure Cases*, 521 F. Supp. 2d 650 (S.D. Oh. 2007) (whether servicers have standing to prosecute foreclosure actions for mortgagees).
- *In re Conde-Dedonato*, 391 B.R. 247 (Bankr. E.D.N.Y. 2008) (servicers have standing to file proofs of claim).
- *In re Ocwen Federal Bank, FSB Mortgage Servicing Litigation*, MDL No. 1604, re: 04-cv-2714, USDC, N.D. Ill. (over 60 consolidated lawsuits involving over 90 mortgage loans; various claims under RESPA, FDCPA, Bankruptcy Code, state deceptive trade practices and common law regarding alleged improper loan servicing).
- *In re Laskowski*, 384 B.R. 518 (Bankr. N.D. Ind. 2008) (chapter 13 Trustee has standing to submit a RESPA qualified written request on the debtor's mortgage loan account).

(2) Other Authorities

Articles, Treatises

- Corrine Ball & Micelle J. Meises, Current Trends in Consumer Class Actions in the Bankruptcy Arena, 56 Bus. Law 1245 (May 2001)
- Elizabeth Warren and Jay Westbrook, Class Actions for Post-Petition Wrongs: National Relief Against National Creditors, 22 –2 ABIJ (March 2003)
- Robert P. Wasson, Article: Remediating Violations of the Discharge Injunction Under Bankruptcy Code 524, Federal and Non-Bankruptcy Law and State-Law Comports with Congressional Intent, Federalism and Supreme Court Jurisprudence for Identifying the Existence of an Implied Right of Action, 20 Bankr. Dev. J. 77 (2003)
- 1 Collier Pamphlet Ed. Overview 1334, Mathew Bender & Co., Inc., 2006, p. 6-7
- Katherine Porter, Abstract, Misbehavior and Mistake in Bankruptcy Mortgage Claims, 2008, University of Iowa, available at <http://ssrn.com/abstract=1027961>
- NACCTT Mortgage Committee “Best Practices for Trustees and Mortgage Servicers in Chapter 13”

(3) Local Rules, Procedures and Forms

- **United States Bankruptcy Court for the Northern District of Illinois Model Plan (rev. 9/1/2006) (available at www.ilnb.uscourts.gov/Forms/Chapter_13/index.cfm)**
- **Chapter 13 Trustee Procedures for Administration of Home Mortgage Payments Adopted by the Court on September 29, 2005 (Amended December 20, 2007) (available at www.txsb.uscourts.gov/bankruptcy/rulesformsproc/mort_proc_redline.pdf)**
- **Uniform Plan and Motion for Valuation of Collateral (available at www.txsb.uscourts.gov/bankruptcy/rulesformsproc/ch13forms/ch13plan.pdf)**

- **United States Bankruptcy Court, Northern District of Mississippi, *Standing Order Delineating Certain Post Confirmation Practices in Chapter 13 Bankruptcy Cases* (available at www.msnb.uscourts.gov/pdfs/SO/SO_CH13PostConfirmation.pdf)**
- ***In re Hubbard*, U.S.B.C., N.D. Miss., Case No. 04-17864, Trustee's Notice and Motion for Order Declaring 1322(b)(5) Claim of Chase Home Finance Current and Defaults Cured, dated March 4, 2008 [Doc. No. 33], and Order Finding that Long Term Debt Treated Per 1322(b)(5) of Chase Home Finance Current and Defaults are Cured, dated March 27, 2008 [Doc. No. 34]**

Questions

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