

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

In Re: Case No. Choose a judge.

CHAPTER 13 PLAN

Choose an item.

SSN xxx-xx- SSN xxx-xx-

-----X

PART 1. DEFINITIONS AND NOTICES

**1.1 Plan Definitions:** If this is a joint case, use of the term “Debtor” shall also mean Debtors. The term “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure. The term “Form Plan” refers to this court’s Local Chapter 13 Model Plan. The term “Local Rule” shall refer to the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the Southern District of New York. The term “Petition” refers to Debtor’s bankruptcy petition filed with the Court on [Click or tap to enter a date.](#) The term “Plan” refers to this chapter 13 plan. The term “Real Property Used as a Principal Residence” includes cooperative apartments. The term “Trustee” shall always refer to the Chapter 13 Standing Trustee for this Court, or the substitute therefor.

**1.2 Debtor must check one box on each line to state whether or not the Plan includes each of the following items. If an item is checked “does,” the Debtor must serve this Plan on any affected party in interest pursuant to Bankruptcy Rule 7004. Failure to serve the Plan pursuant to Bankruptcy Rule 7004 whenever required may render the provision ineffective. If an item is checked as “does not” or if both boxes are checked, the provision will be ineffective if set out later in the Plan.**

In accordance with Bankruptcy Rule 3015.1, this Plan:

- does /  does not contain any nonstandard provision (See Part 8 herein for any non-standard provision);
- does /  does not limit the amount of a secured claim based on valuation of the collateral for the claim (See Part 3 herein);
- does /  does not avoid a security interest or lien (See Part 3 herein);
- does /  does not request loss mitigation (See Part 8 herein).

**1.3 Notice to Debtor:** This Form Plan sets out options that may be appropriate in some cases, but the presence of an option on the Form Plan does not indicate that the option is appropriate in your circumstances. To be confirmable, this Plan must comply with the Bankruptcy Code, the Bankruptcy Rules, judicial rulings, and the Local Rules.

- By checking this box, Debtor acknowledges that he/she is not eligible for a discharge pursuant to 11 U.S.C. § 1328(f). [Prior Case number: \_\_\_\_\_ petition date: [Click or tap to enter a date.](#) discharge date in prior case: [Click or tap to enter a date.](#) ].

*If checked, the Debtor shall submit an [order](#) denying discharge upon confirmation of the Plan or the Court’s separate determination of the request, whichever is earlier.*

- This is an Amended or Modified Plan. The reasons for filing this Amended or Modified Plan are:

**1.4 Notice to Creditors:** If you oppose the Plan’s treatment of your claim or any provision of this Plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. This includes objections to valuations of collateral, motions to avoid junior mortgage and judicial liens, and surrender provisions.

Revised 4/13/2018

Pursuant to Bankruptcy Rule 3015(g), “any determination in the Plan made under [Bankruptcy] Rule 3012 about the amount of a secured claim is binding on the holder of the claim, even if the holder files a contrary proof of claim or the Debtor schedules that claim [differently], and regardless of whether an objection to the claim has been filed.”

This Plan shall be binding upon its confirmation. You should read this Plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one who practices bankruptcy law. The Bankruptcy Court may confirm this Plan without further notice if no objection is filed. *See* Bankruptcy Rule 3015.

**PART 2: PLAN PAYMENTS AND DURATION**

**2.1** The Debtor's future earnings are submitted as provided in the Plan to the supervision and control of the Trustee. Debtor will make the first Plan payment no later than thirty (30) days after the date the Petition was filed. The Debtor shall make [ ] monthly payments to the Trustee as follows:

Amount	How Many Months?
\$	
\$	
\$	

- Debtor’s annual commitment period is 36 months and Debtor moves to extend to 60 months for the following reasons: *(check all that apply)*
  - Debtor is not able to propose a feasible plan in a period of less than 60 months. Debtor’s proposed monthly payment will constitute an affordable budget that the Debtor will be able to maintain.
  - Payments greater than that proposed by this Plan for 60 months would create an economic hardship for the Debtor.
  - Creditors will not be prejudiced by this application for extension of Debtor’s Plan payments from 36 to 60 months.

**2.2 Regular payments**

Regular Plan payments to the Trustee will be made from future income in the following manner:

*Check all that apply*

- Debtor will make payments directly to the Trustee.
- Debtor will make payments through any entity from whom the Debtor receives income, pursuant to a payroll deduction order 11 U.S.C. § 1325(c). Upon checking the box for a payroll deduction order, Debtor shall submit to the Court a separate order directing Debtor’s employer to deduct the Plan payments from Debtor’s wages. Debtor also agrees to notify the Trustee immediately upon change or termination of employment.
- Non-Debtor contributor will make the following monthly payments to the debtor, who will send payment to the Trustee:

Amount	How Many Months?
\$	
\$	
\$	

**2.3 Income Tax Refunds**

All future tax refunds in excess of \$1500 per individual Debtor (less any cash exemptions in the Plan's first year, if applicable) shall be paid to the Trustee for the duration of the Plan. The Debtor shall provide the Trustee with all income tax returns through the full performance of the Plan.

**2.4 Irregular Payments** *Check one.*

- None. If “None” is checked, the rest of subsection 2.4 need not be completed or reproduced.
- Debtor will make irregular payment(s) to the Trustee from other sources, as specified below.

Source	Estimated Amount	Date of Payment (Anticipated)
	\$	Click or tap to enter a date.
	\$	Click or tap to enter a date.

**2.5 Payment Terms**

**AMERICAN BANKRUPTCY INSTITUTE**

Revised 4/13/2018

The Debtor will pay the amounts payable to the Trustee by electronic transfer of funds or bank check, certified check, teller's check, or money order sent directly to the Chapter 13 Trustee. See <http://www.access13.com/site/>

**PART 3: TREATMENT OF SECURED CLAIMS**

**3.1 Definitions:** For the purposes of this subsection, any reference to the term "Secured Creditor" means lienholder mortgagees, a creditor whose interest is secured by a mortgage on Debtor's real property, including Real Property Used as a Principal Residence; a holder and/or authorized servicer of a claim secured by a lien, mortgage and/or deed of trust; and/or any other similarly situated creditor, servicing agent and/or their assigns. The term "Lien" shall include references to mortgages, liens, deeds of trust and any other similarly situated interests in the Debtor's real or personal property. The term "Prepetition Arrearages" shall refer to an outstanding monetary default with respect to, or that gave rise to, a Lien prior to the Petition date. The term "Post-Petition Payment" means payment that first becomes due and payable by the Debtor to the Secured Creditor after the filing of the Petition.

**3.2 Maintenance of payments and cure of default, if any.**

*Check one.*

- None
- The Debtor will maintain the current contractual installment payments on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with applicable rules. These payments will be disbursed directly by the Debtor. The Debtor shall keep a complete record of all Debtor's payments under the Plan. However, any existing Prepetition arrearage on a timely filed secured claim will be paid in full through disbursements by the Trustee, with interest, if any, at the rate stated below. Confirmation of this Plan shall impose an affirmative duty on the Secured Creditor and Debtor to do all the following as ordered:

**(a) Post-Petition Payments.**

Debtor shall pay the following Post-Petition payments directly to the Secured Creditor listed below during the pendency of the Plan:

Secured Creditor & Property Description	Payment Amount	Payment Timing	Address Where Post Petition Payments Will be Sent
	\$		
	\$		
	\$		

**(b) Prepetition Arrearages.**

(i) For purposes of this Plan, Prepetition Arrearages shall include all sums included in the allowed secured claim and shall have a "0" balance upon entry of the discharge order in this case. In the event that a Secured Creditor listed in this section fails to timely file a proof of claim in this case, the Debtor may file a claim on the Secured Creditor's behalf, pursuant to 11 U.S.C. § 501(c), before the applicable bar date.

(ii) No interest will be paid on Prepetition Arrearages unless otherwise stated herein.

(iii) Payments made by the Trustee on Debtor's Prepetition Arrearages shall be applied only to those Prepetition Arrearages and not to any other amount owed by Debtor to the Secured Creditor.

(iv) Information Regarding Prepetition Arrearages:

Secured Creditor	Property Description	Property Address	Value of Collateral	Valuation Method	PrePetition Arrearage Amount	Arrearage Owed as of Date
			\$		\$	Click or tap to enter a date.
			\$		\$	Click or tap to enter a date.

(v) If the Trustee pays the amount(s) specified in Part 3.2(b) (iv) (above), and the Debtor makes all required Post-Petition Payments as specified in Part 3.2(a), any default with respect to a Lien, including a Lien on Real Property Used as a Principal Residence will be cured, extinguishing any right of the Secured Creditor to recover any amount alleged to have arisen prior to the filing of Debtor's Petition.

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

Revised 4/13/2018

**(c) Adequate Protection.**

If applicable, adequate protection of a Secured Creditor's interest in property shall be provided as follows:  
*[describe and provide the basis for calculation, or state not applicable]*

Any such payments shall be applied by the Secured Creditor to its allowed secured claim.

**(d) Return and/or Reallocation of Distribution Payment Made to Secured Creditor.**

If a Secured Creditor withdraws its claim, the sum allocated herein towards the payment of the Secured Creditor's claim shall be distributed by the Trustee to Debtor's remaining creditors, as provided herein. If the Secured Creditor has received monies from the Trustee (Distribution Payment) and returns those monies to the Trustee, the monies returned shall be distributed to the Debtor's remaining creditors, as provided herein. If this Plan repays creditors in full, then such returned monies will be paid to the Debtor.

**3.3 Surrender**

*Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004.*

- None.
- Debtor surrenders the following property and upon confirmation of this Plan or as otherwise ordered by the Court, bankruptcy stays are lifted for all purposes as to the collateral to be surrendered. Every Secured Creditor with a Lien on surrendered property shall file a deficiency claim within 60 days of notice of such surrender if it disagrees with the Plan's statement of the deficiency claim below. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 6 below.

**(a) If the property being surrendered is real property located in New York State, check one of the following boxes.**

Upon confirmation, Debtor intends to:

- (i)  Cease making payments to the Claimant and continue residing at the Property until a court orders Debtor to vacate
- (ii)  Vacate the premises and make Claimant liable for all maintenance on the Property, pursuant to New York RPAPL §1308.

Claimant	Property to be Surrendered	Creditor holding senior lien; or otherwise identify by interest	Value of Collateral	Amount of Deficiency Claim to be Paid as Unsecured
			\$	\$
			\$	\$
			\$	\$

**3.4 Wholly unsecured Liens**

*Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004.*

- None.
- Debtor requests that the Court value the collateral in the amount listed below, avoid the following Liens as wholly unsecured, and reclassify any timely claim filed as unsecured. As stated in Bankruptcy Rule 3012(c): "Request to determine amount of government's secured claim must be by motion or in a claim objection after the government files a proof of claim or after the time for filing a claim expires." *Attach appraisal of property to this Plan. The Debtor shall submit an order avoiding the Lien upon confirmation of the Plan or the Court's separate determination of the request whichever is earlier.*

Creditor Name	Collateral Description	Collateral Value	Lien Identification	Amount of Senior Lien(s)
		\$		\$
		\$		\$

**AMERICAN BANKRUPTCY INSTITUTE**

Revised 4/13/2018

**3.5 Request for valuation of security/Bifurcation of Liens** [Not applicable to Real Property Used as a Principal Residence or property listed under Section 3.6 of this Plan]. Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004. As stated in Bankruptcy Rule 3012(c): "Request to determine amount of government's secured claim must be by motion or in a claim objection after the government files a proof of claim or after the time for filing a claim expires."

- None.
- The Debtor requests that the court determine the value of the secured claims listed below. The portion of any allowed claim that exceeds the amount of the collateral securing the claim will be treated as an unsecured claim under Part 6 of this Plan. The holder of any claim listed below as having value in the column headed "Amount of secured claim" (a) will retain its Lien on the property of the estate until such time as the earlier of (i) payment in full, or (ii) the Plan is performed; and (b) will retain its Lien on non-estate property. Attach appraisal of property as an exhibit to this Plan. The Debtor shall submit an order voiding the Lien upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.

Creditor Name, Property Address, & Description	Amount of Senior Liens After Value of Collateral	Value of Collateral	Debt Amount Outstanding	Amount Secured Claims	At interest rate	Trustee shall pay arrearages in Amount
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$

**3.6 Secured Claims excluded from 11 U.S.C. § 506**

Check one.

- None.
- The claims listed below were either: (1) incurred within 910 days before the Petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor; or (2) incurred within 1 year of the Petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the Plan with interest at the rate stated below. These payments will be disbursed either by the Trustee or directly by the Debtor, as specified below. The final column indicates payments to be disbursed only by the Trustee rather than by the Debtor.

Creditor Name	Collateral	Claim Amount	Monthly Plan Payment	Interest Rate	Payment Disbursed by Trustee or Debtor	Total Payment by Trustee
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$

**3.7 Judicial Lien Avoidance**

Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004.

- None.
- Entire Lien is avoided. Any timely filed claim by Claimant shall be an unsecured claim in the amount of \$
- A portion of the Lien is avoided. Any timely filed claim of Claimant shall be a secured claim in the amount of \$ at interest rate of % and an unsecured claim in the amount of \$ .

Calculation of Lien Avoidance

Claimant Name	Collateral	Value of Debtor Interest in Property (attach appraisal as exhibit to this Plan)	Nature of Exemption	Value of Exemption Claimed on Schedule C	Lien Identification	Amount of all Liens with Priority over this Lien	Remaining Equity Securing Lien
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$

**The Debtor shall submit an order voiding the Lien upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.**  
[http://www.nysb.uscourts.gov/sites/default/files/522\\_f\\_formorder.docx](http://www.nysb.uscourts.gov/sites/default/files/522_f_formorder.docx)

**3.8 Miscellaneous Provisions**

- (i) Secured Creditors with a security interest in the Real Property Used as a Principal Residence shall comply with all provisions of Bankruptcy Rule 3002.1.
- (ii) If relief from the automatic stay is ordered as to any item of collateral listed in this Part, then, unless otherwise ordered by the Court, all timely filed secured claims based on a Lien on that collateral will no longer be treated by the Plan and all payments under this Part of the Plan on such secured claims shall cease.

**PART 4 TREATMENT OF FEES AND PRIORITY CLAIMS**

**4.1 General**

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in subsection 4.5, will be paid in full without post-Petition interest.

**4.2 Trustee's fees**

Trustee's fees will be no more than 10% of Plan payments.

**4.3 Attorney's fees**

Counsel for the Debtor has received a Prepetition flat fee to be applied against fees and costs incurred. Fees and costs exceeding the flat fee shall be paid from funds held by the Trustee as an administrative expense after application to and approval by the Court, pursuant to 11 U.S.C. § 330(a)(4) and Bankruptcy Rule 2016.

Total Amount of flat fee charged: \$ (subject to review under 11 U.S.C § 329).

Amount of flat fee paid Prepetition: \$

Remainder of flat fee to be paid through Plan, if any: \$

**4.4 Unsecured Domestic Support Obligations.**

Debtor shall remain current on all such obligations that come due after filing the Petition. Unpaid obligations incurred before the Petition date are to be cured by the following Plan payments.

**AMERICAN BANKRUPTCY INSTITUTE**

Revised 4/13/2018

Creditor Status (e.g. child, spouse, former spouse, domestic partner)	PrePetition Arrearages
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**4.5 Other Unsecured Priority Claims, including Unsecured Tax Claims.**

Creditor Name	Type of Priority Debt	PrePetition Arrearages	Interest Rate
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

**PART 5 EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Pursuant to 11 U.S.C. § 1322(b), Debtor assumes or rejects the following unexpired lease(s) or executory contract(s). For any assumed executory contract or unexpired lease with an arrearage to cure, the arrearage will be cured in the Plan with regular monthly payments to be paid directly to the contract party by the Debtor. The cure amount will be as set forth below, unless an objection to such amount is filed, by the date to object to confirmation to the Plan, in which event, the cure amount shall be fixed by the Court. *If the Plan provides for the assumption or rejection of a contract or unexpired lease, it must be served on the other party to the agreement under Bankruptcy Rule 7004.*

**5.1 Assumed**

Creditor Name	Address & Property Description	Cure Amount	Cure Calculated Through Date
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.

**5.2 Rejected**

Creditor Name	Address & Property Description	Arrearage Amount	Arrearage Through Date
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.

**5.3 Post-Petition Payments for Assumed Executory Contracts and Unexpired Leases.**

Debtor shall make the following Post-Petition Payments directly to the Creditor:

Creditor Name	Address & Property Description	Payment Amount	Payment Timing
		\$	
		\$	

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

Revised 4/13/2018

		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

**PART 6 NONPRIORITY, UNSECURED CLAIMS**

**6.1 Allowed nonpriority, unsecured claims shall be paid *pro rata* from the balance of payments made under this Plan.**

**6.2 Separately classified nonpriority unsecured claims**

*Check one.*

- None.
- The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows:

Creditor Name	Basis for separate classification and treatment	Amount to be paid on the claim	Current Installment Payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**PART 7 MISCELLANEOUS**

**Debtor must comply with all the applicable requirements of the Bankruptcy Code and Bankruptcy Rules, including, but not limited to, those found in 11 U.S.C. § 521 and Bankruptcy Rules 2015 and 4002, where applicable. This includes a duty to file tax returns and, in certain circumstances, operating reports. Additional information that is useful for filling out this Plan, serving the Plan, and completing the chapter 13 process is available here: <http://www.nysb.uscourts.gov/chapter-13-plan-information>**

**PART 8 LOSS MITIGATION AND NONSTANDARD PROVISIONS**

**8.1 Any nonstandard provision must be entered here. If this Part conflicts with any earlier Part except Part 1.2, this Part controls.**

**8.2 Loss Mitigation:**

By checking this box and completing this section, the Debtor requests loss mitigation pursuant to Local Rule 9019-2, which governs a court-ordered loss mitigation program, pursuant to which parties may deal with issues such as a loan modification, loan refinance, short sale, or surrender in full satisfaction, concerning the Debtor's Real Property Used as a Principal Residence. *[Identify the property, loan and creditor for which you are requesting loss mitigation]*

The Debtor estimates the value of the Real Property used as Principal Residence to be \$

The Debtor hereby permits the Secured Creditor(s) listed above to contact *(check all that apply)*:

- The Debtor directly.
- Debtor's bankruptcy counsel.
- Other:

Debtor is not required to dismiss this bankruptcy Petition during the loss mitigation discussions. *The Debtor shall submit an order granting loss mitigation if no objections are received within the requisite notice period. See <http://www.nysb.uscourts.gov/loss-mitigation> and <http://www.nysb.uscourts.gov/sites/default/files/ch13DebtorInstructions.pdf>*

**8.3 Sale and Credit Bidding of Real Property.**

- By checking this box, Debtor intends to sell Real Property having an address of Address of Property to be

**AMERICAN BANKRUPTCY INSTITUTE**

Revised 4/13/2018

Sold pursuant to 11 U.S.C. § 363(b). The Real Property is subject to a secured claim held by Name of Creditor to this Plan is the contract of sale, in which Name of Buyer has agreed to pay \$ for the collateral. Attach as an exhibit to the Plan the sale contract and any evidence supporting request for relief under 11 U.S. C. § 363(f) and/or (m). Pursuant to 11 U.S.C. § 363(k), the Secured Creditor, Name of Creditor may assert its right to credit bid as part of a timely objection to confirmation and submit a higher and better offer by a time set by the Court. Debtor shall attach an affidavit containing all facts necessary for Court to approve the sale and should be prepared to address the requirements of 11 U.S.C. § 363 at the confirmation hearing. The Debtor shall submit an order approving sale upon confirmation of the Plan or the Court’s separate determination of the request, whichever is earlier.

**8.4 Surrender in Full Satisfaction**

By checking this box, Debtor surrenders the following property in full satisfaction of the Secured Creditor’s debt. *Attach appraisal or other evidence of the property’s value as an exhibit to this Plan.*

Property to be surrendered	To whom the property will be surrendered

**8.5 Surrender and Vesting**

By checking this box, title to any collateral surrendered in this Plan automatically vests in the Name of Secured Creditor upon confirmation and the lifting of the automatic stay. Creditor has 60 days from the date of such order to file a deficiency claim. *The Debtor shall submit an order surrendering the collateral and vesting title in the creditor upon confirmation of the Plan or the Court’s separate determination of the request, whichever is earlier.*

**8.6 Additional Non-Standard Provisions**

**PART 9 DEBTOR’S SIGNATURE**

**Dated:** Click or tap to enter a date., New York

Debtor	Joint Debtor
Debtor Address	Joint Debtor Address

**PART 10 DEBTOR’S ATTORNEY’S SIGNATURE**

Attorney for Debtor	Click or tap to enter a date. Date
---------------------	---------------------------------------

Firm Name  
Attorney Street Address  
Attorney City, State Zip Code  
Attorney Telephone  
Attorney Email

**PART 11 CERTIFICATION**

I, the undersigned attorney for the Debtor or Pro se Debtor, hereby certify that the foregoing Plan conforms to the pre-approved Form Plan pursuant to Local Rule 3015-1 of the United States Bankruptcy Court for the Southern District of New York and contains no nonstandard provisions other than those set out in Part 8.

Attorney for Debtor or <i>Pro Se</i> Debtor	Click or tap to enter a date. Date
---	---------------------------------------

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

Revised 12/2017

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

In re Case No. - ()

Chapter 13

Debtor(s).

SSN xxx-xx-\_\_\_\_\_ SSN xxx-xx-\_\_\_\_\_

-----X

**ORDER CONFIRMING CHAPTER 13 PLAN**

Definitions: **Definitions used in the Debtor’s Plan apply to this Order.**

The Debtor’s plan was filed on \_\_\_\_\_ and (if applicable) was modified on \_\_\_\_\_ (the “Plan”). The Plan was transmitted to creditors pursuant to Bankruptcy Rule 3015 and Local Rule 3015-1(c) and 3015-2. The Court finds that the Plan meets the requirements of 11 U.S.C. § 1325.

**IT IS ORDERED THAT:**

The Plan is hereby **CONFIRMED**.

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF RHODE ISLAND

R.I. LOCAL FORM 3015-1.1  
(Rev. 12/1/2017)

In re: \_\_\_\_\_  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter 13

**CHAPTER 13 PLAN**

Original or  Amended (must complete box on top right)  
 Post Confirmation (Date Order Confirming Plan was entered): \_\_\_\_\_  
Date this plan was filed: 2/21/2018

**PART 1: NOTICES**

**TO CREDITORS:**

Your rights may be affected by this Plan. Your claim may be reduced, modified or eliminated. Read this Plan carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one. If you oppose the Plan's treatment of your claim or any provision of this Plan, you or your attorney must file with the Court an objection to confirmation on or before the later of (i) seven (7) days before the hearing date on confirmation or (ii) if the confirmation hearing is scheduled to occur earlier than thirty-five (35) days from the filing of an amended Plan, said hearing shall be continued to the next available hearing date assigned by the Court and any objections to the amended plan must be filed at least seven (7) days before the confirmation hearing date, unless the Court orders otherwise. If you mail your objection to confirmation to the Court for filing, you must mail it early enough so that the Court will receive it on or before the deadline stated above. A copy of your objection must be served on the Debtor(s), Attorney for the Debtor(s), the Chapter 13 Trustee and any party or attorney who has filed an appearance and requested service of pleadings. The Bankruptcy Court may confirm the Plan without further notice and hearing if no objection to confirmation is filed. **Any creditor's failure to timely object to confirmation of the proposed plan shall constitute the creditor's acceptance of the treatment of its claim as proposed, pursuant to 11 U.S.C. Section 1325(a)(5)(A) and FRBP 3015.** You have or will receive a Notice of Chapter 13 Bankruptcy Case from the Bankruptcy Court which sets forth certain deadlines, including the bar date for filing a Proof of Claim. **A claim must be filed and allowed for a creditor to receive a distribution, including secured claims. See FRBP 3002.**

**TO DEBTOR(S):**

You (or your attorney) are required to serve a copy of this Plan on the Chapter 13 trustee, all creditors and all interested parties within twenty four (24) hours of its filing with the Court in the manner required under the United States Bankruptcy Code (Title 11 U.S.C.), the Federal Rules of Bankruptcy Procedure ("FRBP"), and the Rhode Island Local Bankruptcy Rules ("R.I. LBR"). See R.I. LBRs 3015-1, 3015-2, 9013-3, and Part 9 of this Plan. Unless the Court orders otherwise, you must commence making payments not later than the earlier of (i) thirty (30) days after the date of the filing of the Plan or (ii) thirty (30) days after the order for relief. **You must check a box on each line below to state whether or not this Plan includes one or more of the following provisions. If a provision is checked as "Not Included," both boxes are checked, or no box is checked, the provision will be void if set out later in the plan. Failure to properly complete this section may result in denial of confirmation of your plan. DO NOT CHECK BOTH BOXES. DO NOT LEAVE BOTH BOXES BLANK.**

1.1	A limit on the amount of a secured claim, set out in Part 3.B(1), which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Part 3.B(3).	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

**PART 2: PLAN LENGTH AND PAYMENTS**

**A. LENGTH OF PLAN:**

- 36 Months. 11 U.S.C. § 1325(b)(4)(A)(i);
- 60 Months. 11 U.S.C. § 1325(b)(4)(A)(ii);
- 60 Months. 11 U.S.C. § 1322(d)(2). Debtor avers the following cause:  
**Debtor needs additional time to effectuate the terms of the Chapter 13 Plan.** \_\_\_\_\_ ; or
- Other (state number of months): \_\_\_\_\_

**B. MONTHLY PAYMENTS [use worksheet on Exhibit I]**

\$600.00 per month for 60 months.

C. **ADDITIONAL PAYMENT(S):**

- None.
- Debtor(s) will make additional payment(s) to the Trustee, as specified below.  
Describe the source (e.g., lump sums from sales/refinances, tax refunds), amount, and dates of payment(s):

The total amount of payments to the Trustee: **\$36,000.00**.  
This amount must be sufficient to pay the total cost of this Plan in Exhibit I, line h.

**PART 3: SECURED CLAIMS**

- None. If "None" is checked, the rest of Part 3 need not be completed.

A. **CURE OF DEFAULT AND MAINTENANCE OF PAYMENTS:**

- None. If "None" is checked, the rest of Part 3A need not be completed.
- Secured Claims in default shall be cured and payments maintained as set forth in (1) and/or (2) below. Complete (1) and/or (2).

(1) **PREPETITION ARREARS TO BE PAID THROUGH THE PLAN**

Prepetition arrearage amounts are to be paid through the plan and disbursed by the Trustee. Unless the Court orders otherwise, the amount(s) listed in a timely filed Proof of Claim controls over any contrary amount(s) listed below. If relief from the automatic stay is ordered as to any collateral listed in this paragraph, then all payments paid through the plan as to that collateral will cease unless the Court orders otherwise.

(a) **Secured Claims (Principal Residence)**

Address of the Principal Residence: **81 New London Avenue Warwick, RI 02886 Kent County**

The Debtor(s) estimate that the fair market value of the Principal Residence is: \$ **230,000.00**

<u>Name of Creditor</u>	<u>Type of Claim (e.g., mortgage, lien)</u>	<u>Amount of Arrears</u>
Mr. Cooper Mortgage	Mortgage 02886 Kent County	\$22,313.50

Total of prepetition arrears on Secured Claims (Principal Residence): **\$0.00**

(b) **Secured Claims (Other)**

<u>Name of Creditor</u>	<u>Type of Claim</u>	<u>Description of Collateral (or address of real property)</u>	<u>Amount of Arrears</u>
-------------------------	----------------------	--	--------------------------

Total of prepetition arrears on Secured Claims (Other): **\$22,313.50**

Total of prepetition arrears to be paid through the Trustee [(a) + (b)]: **\$22,313.50**

(2) **MAINTENANCE OF CONTRACTUAL PAYMENTS (TO BE PAID DIRECTLY BY DEBTOR TO CREDITORS)**

Regular payments are to be paid directly by the Debtor(s) to creditors. The Debtor(s) will maintain the current contractual installment payments on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with any applicable rules. The following claims are current:

<u>Name of Creditor</u>	<u>Type of Claim</u>	<u>Description of Collateral</u>
Mr. Cooper Mortgage	Mortgage	02886 Kent County

B. **MODIFICATION OF SECURED CLAIMS**

- None. If "None" is checked, the rest of Part 3B need not be completed.
- Secured Claims are modified as set forth in (1), (2), and/or (3) below. Complete (1), (2), and/or (3) below.

**AMERICAN BANKRUPTCY INSTITUTE**

*The following plan provisions are effective only if there is a check in the box "Included" in Part 1, § 1.1.*

**(1) REQUEST FOR VALUATION OF SECURITY, PAYMENT OF FULLY SECURED CLAIMS, AND MODIFICATION OF UNDERSECURED CLAIMS UNDER 11 U.S.C. § 506**

The Debtor(s) request that the Court determine the value of the following secured claim(s). For each secured claim listed below, the Debtor(s) states that the value of the secured claim is as set out in the column headed "Secured Claim Amount." For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below, and the creditor will retain its lien to the value of the secured claim.

If the plan is confirmed, the amount of a nongovernmental creditor's secured claim is binding on the creditor even if the creditor files a contrary Proof of Claim. Unless the Court orders otherwise, the value of a secured claim of a governmental unit listed in a timely filed Proof of Claim controls over any contrary amount listed below. The secured claim of a governmental unit may NOT be determined through the plan.

An allowed claim of a creditor whose claim is secured by a lien on property, in which the estate has an interest, is a secured claim to the extent of the value of the creditor's interest and is an unsecured claim to the extent that the value of such creditor's interest is less than the amount of the allowed claim. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim in Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having NO or zero (\$0.00) value, the creditor's allowed claim will be treated in its entirety as an unsecured claim in Part 5 of this plan.

<u>Name of Creditor</u>	<u>Est. amount of creditor's total claim</u>	<u>Collateral</u>	<u>Value of Collateral</u>	<u>Amount of claims senior to creditor's claim</u>	<u>Secured Claim Amount</u>	<u>Interest Rate</u>	<u>Monthly payment to creditor</u>	<u>Estimated total of monthly payments</u>
<b>-NONE-</b>								

**Total Claim(s) under Part 3.B(1) to be paid through the Trustee: \$0.00**

**(2) SECURED CLAIMS EXCLUDED FROM 11 U.S.C. § 506:**

This section includes claims that were either (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor(s) or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full through the Trustee with interest at the rate stated below. Unless the Court orders otherwise, the claim amount stated on a timely filed Proof of Claim controls over any contrary amount listed below. *If you are treating the claim in Part 3.B(1) or B(3), you should not include the claim in this section.*

<u>Name of Creditor</u>	<u>Collateral</u>	<u>Amount of claim</u>	<u>Interest Rate</u>	<u>Monthly plan payment</u>	<u>Estimated total payments by trustee</u>
<b>-NONE-</b>					

**Total Claim(s) under Part 3.B(2) to be paid through the Trustee: \$0.00**

**(3) LIEN AVOIDANCE UNDER 11 U.S.C. § 522(f):**

*The following plan provisions of this Part 3.B(3) are effective only if there is a check in the box "Included" in Part 1 § 1.2.*

The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the Debtor(s) would have been entitled under 11 U.S.C. § 522(b). Subject to 11 U.S.C. § 349(b), a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the Order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 if a Proof of Claim has been filed and allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan provided a Proof of Claim is filed and allowed. *If more than one lien is to be avoided, provide the information below separately for each lien.*

<u>Information regarding judicial lien or security interest</u>	<u>Calculation of lien avoidance</u>	<u>Treatment of remaining secured claim</u>
Name of creditor	(a) Amount of lien	Amount of secured claim after avoidance (line (a) minus line (f)):  Interest rate (if applicable):  %
	(b) Amount of other liens	
	(c) Value of claimed exemptions	
Collateral	(d) Total of adding lines (a), (b), and (c)	
Lien identification (such as judgment date, date of lien recording, book and	(e) Value of debtor(s) interest in property	

Software Copyright (c) 1996-2017 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

<u>Information regarding judicial lien or security interest</u> page number)	<u>Calculation of lien avoidance</u>	<u>Treatment of remaining secured claim</u>
	(f) Subtract line (e) from line (d)	Monthly payment of secured claim:
	Extent of exemption impairment (Check applicable box)	
	<b>Line (f) is equal to or greater than line (a).</b> The entire lien is avoided. (Do not complete the next column.)	Estimated total payment on secured claim:
	<b>Line (f) is less than line (a).</b> A portion of the lien is avoided. (Complete the next column)	

Total Claim(s) under Part 3.B(3) to be paid through the Trustee: **\$0.00**

**C. SURRENDER OF COLLATERAL:**

None. If "None" is checked, the rest of Part 3C need not be completed.  
The Debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 of this plan.

Name of Creditor	Type of Claim	Description of Collateral
-NONE-		

**PART 4: PRIORITY CLAIMS**

None. If "None" is checked, the rest of Part 4 need not be completed.  
The following priority claims will be paid in full without postpetition interest.

Unless the Court orders otherwise, the amount in a timely filed Proof of Claim controls over any contrary amount listed below.

**A. DOMESTIC SUPPORT OBLIGATIONS:**

Creditor	Description of Claim	Amount of Claim
-NONE-		

**B. OTHER PRIORITY CLAIMS (Except Administrative Expenses):**

Creditor	Description of Claim	Amount of Claim
-NONE-		

Total of Priority Claims (except Administrative Expenses) to be paid through the Trustee: **\$0.00.**

**C. ADMINISTRATIVE EXPENSES:**

(1) **ATTORNEY'S FEES:**

Name of Attorney	Fees
Janet J. Goldman 4081	\$3,000.00

If the attorney's fee exceeds the amount set forth in Appendix III of the local rules, the Trustee may not pay any excess claim until such time as the Court approves a fee application. See, LBR 2017-1(b). If no fee application is approved, any excess monies will be disbursed to other creditors up to a 100% dividend.

(2) **TRUSTEE'S COMMISSION:**

The Debtor shall pay the Trustee's commission as calculated in Exhibit 1.

Total Administrative Expenses (excluding the Trustee's Commission) to be paid through the Trustee: **\$3,000.00.**

**PART 5: NONPRIORITY UNSECURED CLAIMS**

**AMERICAN BANKRUPTCY INSTITUTE**

None. If "None" is checked, the rest of Part 5 need not be completed.  
 Allowed nonpriority unsecured claims other than those set forth in Part 5.F will be paid as stated below. Only creditors holding an allowed claim are entitled to a distribution. If more than one option is checked, the option providing the largest payment will be effective. NOTE: Creditors must file a timely Proof of Claim in order to receive payment under the plan.

- "Pot Plan": creditors shall receive a *pro rata* share of \$ 6,280.59  
 (Debtor(s) estimate(s) a dividend yield of pro rata %.)  
 Fixed: creditors shall receive no less than % of the total amount of these claims.

A. **GENERAL UNSECURED CLAIMS:** \$ 6,280.59

B. **UNSECURED OR UNDERSECURED CLAIMS AFTER MODIFICATION IN PART 3.B OR C:**

Creditor	Description of Claim	Amount of Claim
-NONE-		

C. **NONDISCHARGEABLE UNSECURED CLAIMS (e.g., student loans):**

Creditor	Description of Claim	Amount of Claim
-NONE-		

D. **CLAIMS ARISING FROM REJECTION OF EXECUTORY CONTRACTS OR LEASES:**

Creditor	Description of Claim	Amount of Claim
-NONE-		

Total of Unsecured Claims (A+B+C+D): **\$6,280.59.**

E. **TOTAL TO BE PAID TO NONPRIORITY UNSECURED CREDITORS THROUGH THE TRUSTEE:**  
 The amount paid to nonpriority unsecured creditors is not less than that required under the Liquidation Analysis set forth in Exhibit 2.

Multiply total by fixed percentage or enter "Pot Plan" amount: **\$6,280.59.**

F. **SEPARATELY CLASSIFIED UNSECURED CLAIMS (e.g., co-borrower):**

Creditor	Description of Claim	Amount of Claim	Treatment of Claim
-NONE-			

Total amount of separately classified claims to be paid through the Trustee: **\$0.00.**

**PART 6: EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

None. If "None" is checked, the rest of Part 6 need not be completed.  
 The executory contracts and unexpired leases listed are assumed and will be treated as specified below. All other executory contracts and unexpired leases are rejected. Current payments will be disbursed directly by the Debtor(s). Arrearage payments will be disbursed by the Trustee.

A. **REAL PROPERTY LEASES:**

Creditor	Lease Description	Arrears
-NONE-		

B. **MOTOR VEHICLE LEASES:**

Creditor	Lease Description	Arrears
-NONE-		

C. **OTHER CONTRACTS OR LEASES:**

Creditor	Lease Description	Arrears
-NONE-		

Total amount of arrears to be paid through the Trustee: **\$0.00.**

**PART 7: VESTING OF PROPERTY OF THE ESTATE**

Property of the estate will vest in the Debtor(s) who are entitled to a discharge upon entry of the discharge. For all other Debtor(s), property of the estate will vest upon the earlier of (i) the filing of the Chapter 13 Standing Trustee's Final Report and Account and the closing of the case or (ii) dismissal of the case.

**PART 8: NONSTANDARD PLAN PROVISIONS**

None. If "None" is checked, the rest of Part 8 need not be completed

**PART 9: PLAN SERVICE AND SIGNATURES**

By signing this document, the Debtor(s) acknowledge reviewing and understanding the provisions of this plan.

By signing this document, the Debtor(s) and, if represented by an attorney, the attorney for the Debtor(s) certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Local Form 3015-1.1, including exhibits, other than any nonstandard provisions in Part 8.

Pursuant to R.I. LBR 3015-1(b), the Debtor(s) or his/her/their counsel, must serve a copy of the Chapter 13 plan upon the Chapter 13 trustee, all creditors and all interested parties, within twenty-four (24) hours of its filing with the Court. A certificate of service must be filed within fourteen (14) days thereafter. If the Debtor(s) checked the box "Included" in Part 1, §§ 1.1 or 1.2, the Debtor(s) must also comply with the service requirements contained in R.I. LBR 3015-1(c) and 9013-3(b).

/s/ \_\_\_\_\_  
Debtor 1

2/21/2018  
Executed on: (Date)

\_\_\_\_\_  
Debtor 2

\_\_\_\_\_  
Executed on: (Date)

/s/Janet J. Goldman  
Signature of Attorney for Debtor(s)  
**Janet J. Goldman 4081**  
4081  
**Janet J. Goldman**  
51 Jefferson Blvd.  
Suite 7  
Warwick, RI 02888  
401-785-2300  
jgoldmanlawri@jgoldman.com

2/21/2018  
Executed on: (Date)

AMERICAN BANKRUPTCY INSTITUTE

EXHIBIT I

CALCULATION OF TOTAL MONTHLY PLAN PAYMENTS

a) Secured claims (Part 3.A and Part 3.B(1)-(3) Total):	<u>\$22,313.50</u>
b) Priority claims (Part 4.A and Part 4.B Total):	<u>\$0.00</u>
c) Administrative claims (Part 4.C Total):	<u>\$3,000.00</u>
d) Nonpriority unsecured claims (Part 5.E Total):	<u>\$6,280.59</u>
e) Separately classified unsecured claims (Part 5.F Total):	<u>\$0.00</u>
f) Executory contract/lease arrears claims (Part 6 Total):	<u>\$0.00</u>
g) Total of a + b + c + d + e + f:	<u>\$31,594.09</u>
h) Divided (g) by .90 for total cost of plan including the Trustee's fee:	
i) Divide (h), Cost of plan, by term of plan, <u>60</u> months:	<u>\$36,000.00</u>
j) Round up to the nearest dollar amount for plan payment:	<u>600.00</u>

If this is either an amended plan and the Plan payment has changed or if this is a post confirmation amended plan, complete (a) through (h) only and the following:

- k) Enter total amount of payments Debtor(s) has paid to Trustee: \_\_\_\_\_
  - l) Subtract line (k) from line (h) and enter result here: \_\_\_\_\_
  - m) Divide line (l) by the number of months remaining (\_\_\_\_ months): \_\_\_\_\_
- Round up to the nearest dollar amount for amended plan payment: \_\_\_\_\_

Date the amended plan payment shall begin: \_\_\_\_\_

The Chapter 13 Trustee's fee is determined by Order of the United States Attorney General. The calculation of the plan payment set forth utilizes a 10% Trustee's commission. In the event the Trustee's commission is less than 10%, the additional funds collected by the Trustee, after payment of allowed administrative expenses, shall be disbursed to nonpriority unsecured creditors up to 100% of the allowed claims.

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

**EXHIBIT 2**

**LIQUIDATION ANALYSIS**

**A. REAL PROPERTY**

<u>Address</u> (Sch. A/B, Part 1)	<u>Value</u> (Sch. A/B, Part 1)	<u>Total Liens</u> (Sch. D, Part 1)	<u>Exemption Claimed</u> (Sch. C)
Warwick, RI 02886 Kent County	\$230,000.00	\$289,000.00	\$0.00
Warwick, RI 02886 Kent County	\$0.00	\$0.00	\$0.00

Total Value of Real Property (Sch. A/B, line 55):	\$ 230,000.00
Total Net Equity for Real Property (Value Less Liens):	\$ 0.00
Less Total Exemptions for Real Property (Sch. C):	\$ 0.00
Available in Chapter 7:	\$ 0.00

**B. MOTOR VEHICLES**

<u>Make, Model and Year</u> (Sch. A/B, Part 2)	<u>Value</u> (Sch. A/B, Part 2)	<u>Liens</u> (Sch. D, Part 1)	<u>Exemption</u> (Sch. C)
2011 GMC Yukon	\$0.00	\$0.00	\$0.00

Total Value of Motor Vehicles:	\$ 0.00
Total Net Equity for Motor Vehicles (Value Less Liens):	\$ 0.00
Less Total Exemptions for Motor Vehicles (Sch. C):	\$ 0.00
Available in Chapter 7:	\$ 0.00

**C. ALL OTHER ASSETS** (Sch. A/B Part 2, no. 4; Part 3 through Part 7. Itemize.)

<u>Asset</u>	<u>Value</u>	<u>Liens</u> (Sch. D, Part 1)	<u>Exemption</u> (Sch. C)
Misc. furniture/appliances	\$1,000.00	\$0.00	\$1,000.00
Computer/Printer/TV's/Cellphone	\$1,000.00	\$0.00	\$1,000.00
misc collectibles: pictures and books	\$150.00	\$0.00	\$150.00
camera	\$75.00	\$0.00	\$75.00
Misc. Clothes/Shoes	\$500.00	\$0.00	\$500.00
Jewelry- rings earrings, necklaces	\$700.00	\$0.00	\$700.00
2 cats	\$0.00	\$0.00	\$0.00
Cash	\$60.00	\$0.00	\$60.00
Checking Acct# Webster Bank	\$500.00	\$0.00	\$500.00
Checking Acct# Santander	\$36.81	\$0.00	\$36.81
Hairdresser License	\$0.00	\$0.00	\$0.00
Providence Mutual (Auto & Homeowner's ins.) Beneficiary: None	\$0.00	\$0.00	\$0.00
BC/BS (health ins.) Beneficiary: None	\$0.00	\$0.00	\$0.00
scissors, dryer, clippers	\$300.00	\$0.00	\$300.00

Total Value of All Other Assets:	\$ 4,321.81
Total Net Equity for All Other Assets (Value Less Liens):	\$ 4,321.81
Less Total Exemptions for All Other Assets (Sch. C):	\$ 4,321.81
Available in Chapter 7:	\$ 0.00

**D. SUMMARY OF LIQUIDATION ANALYSIS**

**AMERICAN BANKRUPTCY INSTITUTE**

<b>Available in Chapter 7</b>	<b>Amount</b>
A. Real Property	\$ 0.00
B. Motor Vehicles	\$ 0.00
C. All Other Assets	\$ 0.00

**TOTAL AVAILABLE IN CHAPTER 7:** \$ 0.00

**E. ADDITIONAL COMMENTS REGARDING LIQUIDATION ANALYSIS:**

---

**ADMINISTRATIVE GENERAL ORDER--FORM B**  
UNITED STATES BANKRUPTCY  
COURT FOR THE DISTRICT OF  
RHODE ISLAND

----- \*

In re:

Debtor : BK No.  
Chapter 13

----- \*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 21, 2018, I electronically filed a Chapter 13 Plan with the Clerk of the Bankruptcy Court for the District of Rhode Island using the CM/ECF System. The following participants have received notice electronically:

**Gary L. Donahue, AUST, US Trustee's Office**  
**John Boyajian, Chapter 13 Trustee**

and I hereby certify that I have mailed by United States Postal Service, postage pre-paid, the Chapter 13 Plan and a copy of the Notice of Electronic Filing to the following non-CM/ECF participants:

See attached list.

/s/

AMERICAN BANKRUPTCY INSTITUTE

Label Matrix for local noticing  
0103-1

District of Rhode Island  
Providence  
Wed Feb 21 13:21:26 EST 2018

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

State of RI - Labor and Training  
Legal Department  
Bldg 72 3rd Floor  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

COMMUNITY/Victoria's Secret  
PO Box 659728  
San Antonio TX 78265-9728

Capital One Bank (USA), N.A.  
PO Box 71083  
Charlotte NC 28272-1083

Kohl's Payment Center  
PO Box 2983  
Milwaukee WI 53201-2983

Korde & Associates, PC  
900 Chelmsford St., Ste. 3102  
Lowell MA 01851-8102

Macy's/DSNB  
PO Box 17759  
Clearwater FL 33762-0759

Mr. Cooper Mortgage  
8950 Cypress Waters Blvd.  
Coppell TX 75019-4620

US Bank NA, as trustee for Specialty Underwr  
c/o Nationstar Mortgage dba Mr. Cooper  
Attn: Bankruptcy Dept  
PO Box 619096  
Dallas, TX 75261-9096

John Boyajian +  
PO Box 2561  
Providence, RI 02906-0561

Janet J. Goldman +  
51 Jefferson Blvd. Suite 7  
Warwick, RI 02888-1070

Gary L. Donahue +  
Office of the U.S. Trustee  
U.S. Courthouse  
One Exchange Terrace Suite 431  
Providence, RI 02903-1744

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service  
Insolvency Unit - 4th Floor  
380 Westminster Street  
Providence, RI 02903

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

End of Label Matrix  
Mailable recipients 15  
Bypassed recipients 1  
Total 16

Case : Doc 26 Filed 04/23/18 Entered 04/23/18 12:37:22 Desc Main Document Page 1 of 5

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF RHODE ISLAND

In re:

Debtor(s) BK-  
Chapter 13

ORDER CONFIRMING CHAPTER 13 PLAN

The Debtor(s) filed a Chapter 13 Plan (The "Plan") on February 21, 2018. Debtor(s) filed a Certificate of Service on February 21, 2018, reflecting that the Plan and any applicable motions were served on all creditors and parties-in-interest. No objections to the confirmation of the plan or motions were filed, or all objections were overruled by the Court or resolved by the parties as set forth in the summary of disbursements and addendum attached hereto and incorporated herein. Upon consideration of the foregoing, the Court hereby orders the following:

1. The Plan is confirmed. The term of the Plan is 60 months.
2. The motion to modify the secured claim N/A
3. The motion to avoid the lien N/A
4. The motion to assume or reject lease N/A
5. In addition to pre-confirmation payments required to be paid by the Debtor, the employer of the Debtor, Attn: Payroll Dept., , shall deduct from the wages of the Debtor and forward to the Office of the Standing Chapter 13 Trustee, P.O. Box 2561, Providence, Rhode Island 02906, the sum of \$600.00 per month for 58 months.
6. The effective date of confirmation of the Plan is April 11, 2018.

**AMERICAN BANKRUPTCY INSTITUTE**

Case 1 Doc 26 Filed 04/23/18 Entered 04/23/18 12:37:22 Desc Main Document Page 2 of 5

7. The disbursements to be made by the Chapter 13 Trustee pursuant to the confirmed Plan are set forth on the attached summary of disbursements.
8. Unless otherwise ordered by the Court, all property of the estate as defined in 11 U.S.C. §§ 541 and 1306, including, but not limited to any appreciation in the value of real property owned by the Debtor(s) as of the commencement of the case, shall remain property of the estate during the term of the Plan and shall vest in the Debtor(s) only upon closing of the case. All property of the estate shall remain within the exclusive jurisdiction of the Bankruptcy Court.
9. The Debtor(s) shall not transfer, sell, encumber, or otherwise alienate property of the estate other than in accordance with the confirmed Plan or other order of the Bankruptcy Court. The Debtor shall be responsible for preserving and protecting all property of the estate.
10. The Court may, from time to time during the period of the Plan, increase or reduce the amount of the payments provided by the Plan, where it shall be made to appear at a hearing upon such notice as the Court may designate, that the circumstances so warrant or so require.
11. The Debtor shall inform the Trustee of any increase he/she receives in salary or in income.
12. The Trustee shall pay the remaining balance due to any creditor when that balance due is \$25.00 or less.
13. Under 11 U.S.C. § 1325(a)(8) and § 1328(a), if the Debtor owes domestic support obligations, whether owed at the time of filing or incurred during the pendency of the bankruptcy case, the Debtor must file a certification with the Chapter 13 Trustee stating that all such payments due under the plan have been paid before a discharge order may enter.
14. Upon completion of the plan, discharge shall enter unless:  
(a) after motion and hearing the Court determines that the Debtor is not entitled to one pursuant to 11 U.S.C. § 1328(h), or; (b) the Debtor is otherwise not entitled to one pursuant to 11 U.S.C. § 1328.
15. The plan meets all of the requirements set forth in 11 U.S.C. § 1325(a).

Case Doc 26 Filed 04/23/18 Entered 04/23/18 12:37:22 Desc Main Document Page 3 of 5

16. This order is effective for the plan confirmed on April 11, 2018 as well as any amended plan approved by the Court, post confirmation, upon the entry of an order granting a Motion to Approve a post confirmation plan, unless a new order is deemed necessary.

*Diane Finkle*

\_\_\_\_\_  
Diane Finkle  
United States Bankruptcy Judge  
District of Rhode Island

Date: 4/23/2018

CERTIFICATION

I hereby certify that a copy of the within Order Confirming Chapter 13 Plan was mailed, postage prepaid, to \_\_\_\_\_ and electronically mailed to Janet J. Goldman, Esq. at [jgoldmanlawri@jggoldman.com](mailto:jgoldmanlawri@jggoldman.com) on April 12, 2018.

/s/ \_\_\_\_\_

Case Doc 26 Filed 04/23/18 Entered 04/23/18 12:37:22 Desc Main Document Page 4 of 5

In re: BK-

SUMMARY OF DISBURSEMENTS TO BE MADE UNDER THE PLAN

All disbursements set out below and in this Order Confirming Plan will be made only upon the filing of a proof of claim duly proved and allowed by the Court.

A. DOMESTIC SUPPORT OBLIGATION CLAIMS

None

B. ADMINISTRATIVE CLAIMS

Attorney's fees due to Janet J. Goldman, Esq. in the amount of \$3,000.00 shall be paid first.

C. PRIORITY CLAIMS

None

D. SECURED CLAIMS

Nationstar Mortgage LLC d/b/a Mr. Cooper will be paid its pre-petition mortgage arrearage in the amount of \$22,313.50 as set out in claim no. 1-1 filed February 12, 2018 next after payment of administrative claims.

The debtor shall be responsible for the ongoing monthly mortgage payments due to Nationstar Mortgage LLC d/b/a Mr. Cooper outside the plan.

E. UNSECURED CLAIMS

All unsecured creditors shall receive not less than 91% of the amount of their claims duly proved and allowed by the Court.

F. OTHER PERTINENT PROVISIONS

None

Case Doc 26 Filed 04/23/18 Entered 04/23/18 12:37:22 Desc Main Document Page 5 of 5

In re:

Bk

ADDENDUM

The Plan as filed has been modified by the terms of this Order as follows:

**Part 5.E.**

The approximate amount to be distributed to unsecured creditors is changed from a pro rata share of \$6,280.59 to not less than 91%.

# AMERICAN BANKRUPTCY INSTITUTE

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK

-----  
IN RE

ORDER CONFIRMING  
CHAPTER 13 PLAN

BK-

Debtor(s)  
-----

A Petition, Plan, Statement, Schedule of Exempt Property and other required forms and schedules were filed by the Debtor(s) under Chapter 13 of the Bankruptcy Code, and a meeting of creditors has been conducted upon due notice pursuant to Title 11, United States Code, Section 341, at which the Chapter 13 Trustee, the Debtor(s) and the attorney for the Debtor(s) were present and creditors or representatives of creditors were afforded an opportunity to be heard.

A hearing on confirmation of the Plan has been held upon due notice pursuant to Title 11, United States Code, Section 1324 on . The Court has heard and determined all objections to the confirmation and to the Debtor's(s') Schedule of Exempt Property and has considered the plan as proposed or modified, the Trustee's Report and the testimony of the Debtor(s).

The Court, therefore, finds:

- (1) As modified by this Order, the Plan complies with the provisions of Chapter 13, Title 11, United States Code, and other applicable provisions of Title 11;
- (2) All fees, charges or amounts required under Chapter 123 of Title 28, or by the Plan, to be paid before confirmation have been paid;
- (3) The Plan has been proposed in good faith [the Court having considered the standards set forth in *Re Johnson* (1983, CA 2 NY) 708 Fed 2d 865] and not by any means forbidden by law;
- (4) The value, as of the effective date of the Plan, of property to be distributed under the Plan on account of each allowed unsecured claim is not less than the amount that would be paid on such claim if the estate of the Debtor(s) were liquidated under Chapter 7 of Title 11 on such date;
- (5) With respect to each allowed secured claim provided for by the Plan:
  - (A) The holder of each such claim has accepted the Plan; or
  - (B)(i) The Plan provides that --
    - (I) The holder of such claim retain the lien securing such claim until the earlier of -
      - (aa) the payment of the underlying debt determined under nonbankruptcy law; or
      - (bb) discharge under section 1328; and
    - (II) If the case under this chapter is dismissed or converted without completion of the plan, such lien shall also be retained by such holder to the extent recognized by applicable nonbankruptcy law;
  - (ii) The value, as of the effective date of the plan, of property to be distributed under the plan on account of such claim is not less than the allowed amount of such claim; and
  - (iii) If the holder of the claim is secured by personal property, the amount of such payments shall not be less than an amount sufficient to provide to the holder of such claim adequate protection during the period of the plan; or
- (C) The Debtor(s) has agreed to surrender the property securing such claim to the holder thereof;
- (6) The Debtor(s) will be able to make all payments under the Plan to comply with the Plan;
- (7) The debtor has paid all amounts that are required to be paid under a domestic support obligation and that first become payable after the date of the filing of the petition if the debtor is required by a judicial or administrative order, or by statute, to pay such domestic support obligation;
- (8) The debtor has filed all applicable Federal, State, and local tax returns as required by section 1308;
- (9) There are presently pending no objections to confirmation of the Plan or the Debtor's(s') Schedule of Exempt Property; and
- (10) The Debtor(s) have consented and agreed to such modifications or changes to its original plan as are incorporated into this Order.

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

-2-

It is, accordingly, ORDERED that:

(1) The Debtor's(s') Plan under Chapter 13 of the Bankruptcy Code is hereby confirmed, but only to the extent that it is not modified or changed by this Order. In the event of a conflict between the Plan and this Order, the terms of this Order shall control.

(2) Except for emergency medical or hospital care, the Debtor(s) shall not incur any new debts over \$250.00 outside the ordinary course of the Debtor's(s') financial affairs or business without the prior approval of the Trustee unless such prior approval is impracticable and therefore cannot be obtained; approval of the Court is not required.

(3) Except as provided by specific Order of the Court or pursuant to Section 3.5 of the debtor's(s') plan, all entities are and continue to be subject to the provisions of 11 U.S.C. § 362 and 11 U.S.C. § 1301. To the extent provided by these sections, all entities are stayed or enjoined from commencing or continuing any proceeding or matter, or taking any actions against the Debtor(s), the Debtor's(s') estate, or any co-debtor.

The provisions of the Plan bind the Debtor(s) and each creditor, whether or not the claim of such creditor is provided for by the Plan, and whether or not such creditor has objected to, has accepted, or has rejected the Plan.

(4) Albert J. Mogavero is appointed Trustee of the said estate.

(5) The debtor(s) shall forthwith and until further order of the Court make regular payments to the trustee as follows:

                  \$                  per                  until the plan is completed.

In addition to the periodic payments identified above, the debtor(s) shall make the additional payment(s) to the trustee from the sources specified below:

The above schedule of payments shall supersede any inconsistent provision in part 2 of the Debtor's(s') plan as originally proposed.

(6) A fee of \$                  is allowed the attorney for the Debtor(s) herein for all services rendered in connection with this Plan, except as otherwise ordered and allowed by the Court.

(7) From the Debtor's(s') funds, the Trustee is directed to make payments in the following order.

- (a) Filing fee to the Clerk, U.S. Bankruptcy Court (if unpaid);
- (b) Retain at all times sufficient funds to pay all other accrued administrative expenses;
- (c) The unpaid balance of the above-described fee to the Debtor's(s') attorney;
- (d) Secured claims as hereinafter set forth:

<u>CREDITOR</u>	<u>SECURED VALUE</u>	<u>MONTHLY PMTS.</u>	<u>INTEREST RATE</u>
-----------------	----------------------	----------------------	----------------------

# AMERICAN BANKRUPTCY INSTITUTE

-3-

The above valuation of secured value for governmental units or for any creditor not specifically listed in paragraph 3.2 of the plan may be subject to change in those instances where the secured creditor has not stipulated to the listed value. In the event that a governmental unit or secured creditor not listed in paragraph 3.2 files or has filed a timely proof of claim asserting a valuation greater than the listed amount, that higher value will control until such time as the court sustains an objection filed by the debtor or other party in interest. Except when required by 11 U.S.C. § 1325 (a)(4), no interest shall be paid on the unsecured portion of any secured claims; and no interest shall be paid on any other claim of the Debtor(s);

- (e) Priority payments in full as allowed by the Court;
- (f) The balance of funds not being retained for administrative expenses or used for payment of secured claims shall be accumulated and distributed to unsecured creditors;
- (g) Unsecured creditors shall be paid \_\_\_\_\_ % of their claims as claims are finally determined by the Court; and no claim shall be allowed unless the creditor shall file a proof of claim within 70 days after the later of the Order for Relief under Chapter 13 or the date of conversion from another Chapter to a case under Chapter 13; payment to unsecured creditors as allowed by the Court will be made in monthly installments of not less than \$15.00.
- (h) The plan makes no provision whatever for any payment to be made by the Chapter 13 Trustee on any claim that is docketed by the Clerk of the Bankruptcy Court subsequent to the deadline to file a proof of claim (the "bar date") and thereafter, on motion of the Chapter 13 Trustee, ordered by the Bankruptcy Court to be allowed only as a late-filed claim.
- (i) Any Temporary reduction in, or suspension of, installment payments under this Plan, for a period not to exceed ten (10) weeks, may be granted upon application of the Debtor(s) without notice to creditors, as the Trustee deems proper.

(8) The Trustee shall not be liable for any disbursement made pursuant to this Order, or pursuant to any other Order of this Court, if this case is hereafter determined to have been dismissed pursuant to 11 USC Section 521(1).

(9) The Debtor(s) has rejected as burdensome the following executory contract(s):

Any claim timely and properly filed by a creditor arising from rejection of such executory contract(s) shall be allowed as if such claim has arisen before the date of the filing of the petition, subject to the right of the Debtor(s) or the Trustee to object to the amount of the claim. 11 U.S.C. Section 520(g).

(10) It shall be the continuing duty of the debtor(s) and his/her attorney to inform the Trustee of any change in income occurring at any time during the pendency of the plan, and also of any judicial award or settlement received in any lawsuit or proceeding and of any bequest or other windfall coming into the possession of the debtor(s) during such period of time. Upon receipt of such information, the trustee shall review the terms of the confirmed plan to be certain that such terms are still in conformity with the various provisions of Title 11 of the United States Code. Where appropriate, the Trustee shall move for "modification" of the Chapter 13 plan.

(11) Property of the estate vests in the Debtor(s), without abandonment, except as otherwise provided in paragraph 13 below.

(12) Notwithstanding any inconsistent provision of the payment Plan, the following terms and conditions shall apply.

- A. The Debtor(s) shall make all post-petition mortgage payments directly to the mortgagee or its servicer except to the extent indicated in paragraph 13 of this Order or to the extent that such claim is to be paid in full through the Plan as provided elsewhere in this Order.
- B. With regard to personal property, any request to determine the value of a secured claim shall be effective only upon one of the following three circumstances:
  - 1) Upon approval of a valuation pursuant to paragraph 3.2 of the Plan;

-4-

- 2) In the event that the debtor and secured creditor enter into a stipulation that is duly docketed or is made a part of the record at the confirmation hearing; or
  - 3) Upon the granting of a stand-alone motion pursuant to 11 U.S.C. § 506 that has been duly served as required under rule 7004 of the Federal Rules of Bankruptcy Procedure.
- C. With regard to real property, any request to avoid or modify a lien pursuant to 11 U.S.C. § 506 or 11 U.S.C. § 522(f) shall be effective only upon the issuance of a separate order granting a stand-alone motion for such relief. Requests to avoid a lien under any other provision of the Bankruptcy Code shall become effective only upon the issuance of a separate order and/or judgment granted in an adversary proceeding under Rule 7001(2) of the Federal Rules of Bankruptcy Procedure.
- D. The trustee shall be allowed such administrative expense as may be permitted under 28 U.S.C. § 586(e).
- (13) The following additional provisions are hereby incorporated into the plan:

Dated:

BY THE COURT

\_\_\_\_\_  
U.S.B.J.

**AMERICAN BANKRUPTCY INSTITUTE**

**Fill in this information to identify your case:**

Debtor 1 \_\_\_\_\_  
First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: \_\_\_\_\_ District of \_\_\_\_\_  
(State)

Case number \_\_\_\_\_  
(If known)

Check if this is an amended plan, and list below the sections of the plan that have been changed.

\_\_\_\_\_

\_\_\_\_\_

**Official Form 113**  
**Chapter 13 Plan**

12/17

**Part 1: Notices**

**To Debtors:** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance. **Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 8	<input type="checkbox"/> Included	<input type="checkbox"/> Not included

**Part 2: Plan Payments and Length of Plan**

2.1 Debtor(s) will make regular payments to the trustee as follows:

\$ \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ months  
 [and \$ \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ months.] *Insert additional lines if needed.*

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

Debtor \_\_\_\_\_

Case number \_\_\_\_\_

**2.2 Regular payments to the trustee will be made from future income in the following manner:**

*Check all that apply.*

- Debtor(s) will make payments pursuant to a payroll deduction order.
- Debtor(s) will make payments directly to the trustee.
- Other (specify method of payment): \_\_\_\_\_.

**2.3 Income tax refunds.**

*Check one.*

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income tax refunds as follows:  
\_\_\_\_\_  
\_\_\_\_\_

**2.4 Additional payments.**

*Check one.*

- None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.
- Debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment.  
\_\_\_\_\_  
\_\_\_\_\_

**2.5 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.4 is \$ \_\_\_\_\_.**

**Part 3: Treatment of Secured Claims**

**3.1 Maintenance of payments and cure of default, if any.**

*Check one.*

- None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Name of creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage (if any)	Interest rate on arrearage (if applicable)	Monthly plan payment on arrearage	Estimated total payments by trustee
_____	_____	\$ _____	\$ _____	_____ %	\$ _____	\$ _____
		Disbursed by:				
		<input type="checkbox"/> Trustee				
		<input type="checkbox"/> Debtor(s)				
_____	_____	\$ _____	\$ _____	_____ %	\$ _____	\$ _____
		Disbursed by:				
		<input type="checkbox"/> Trustee				
		<input type="checkbox"/> Debtor(s)				

*Insert additional claims as needed.*

# AMERICAN BANKRUPTCY INSTITUTE

Debtor \_\_\_\_\_

Case number \_\_\_\_\_

**3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one.**

**None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

*The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.*

The debtor(s) request that the court determine the value of the secured claims listed below. For each non-governmental secured claim listed below, the debtor(s) state that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. Unless otherwise ordered by the court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in this paragraph.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor	Estimated total of monthly payments
_____	\$ _____	_____	\$ _____	\$ _____	\$ _____	____%	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	\$ _____	\$ _____	____%	\$ _____	\$ _____

*Insert additional claims as needed.*

**3.3 Secured claims excluded from 11 U.S.C. § 506.**

Check one.

**None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

The claims listed below were either:

- (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or
- (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed either by the trustee or directly by the debtor(s), as specified below. Unless otherwise ordered by the court, the claim amount stated on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) controls over any contrary amount listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Name of creditor	Collateral	Amount of claim	Interest rate	Monthly plan payment	Estimated total payments by trustee
_____	_____	\$ _____	____%	\$ _____	\$ _____
				Disbursed by:	
				<input type="checkbox"/> Trustee	
				<input type="checkbox"/> Debtor(s)	
_____	_____	\$ _____	____%	\$ _____	\$ _____
				Disbursed by:	
				<input type="checkbox"/> Trustee	
				<input type="checkbox"/> Debtor(s)	

*Insert additional claims as needed.*

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

Debtor \_\_\_\_\_

Case number \_\_\_\_\_

**3.4 Lien avoidance.**

Check one.

- None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.  
*The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.*

- The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). *If more than one lien is to be avoided, provide the information separately for each lien.*

Information regarding judicial lien or security interest	Calculation of lien avoidance		Treatment of remaining secured claim
<b>Name of creditor</b>  _____	a. Amount of lien	\$ _____	<b>Amount of secured claim after avoidance</b> (line a minus line f) \$ _____
	b. Amount of all other liens	\$ _____	
<b>Collateral</b>  _____	c. Value of claimed exemptions	+ \$ _____	<b>Interest rate</b> (if applicable)  _____ %
	d. Total of adding lines a, b, and c	\$ _____	
<b>Lien identification</b> (such as judgment date, date of lien recording, book and page number)  _____  _____	e. Value of debtor(s)' interest in property	- \$ _____	<b>Monthly payment on secured claim</b> \$ _____
	f. Subtract line e from line d.	\$ _____	<b>Estimated total payments on secured claim</b> \$ _____
	Extent of exemption impairment (Check applicable box):		
	<input type="checkbox"/> <b>Line f is equal to or greater than line a.</b>  The entire lien is avoided. (Do not complete the next column.)		
	<input type="checkbox"/> <b>Line f is less than line a.</b>  A portion of the lien is avoided. (Complete the next column.)		

*Insert additional claims as needed.*

**3.5 Surrender of collateral.**

Check one.

- None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.
- The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of creditor	Collateral

*Insert additional claims as needed.*

# AMERICAN BANKRUPTCY INSTITUTE

Debtor \_\_\_\_\_

Case number \_\_\_\_\_

## Treatment of Fees and Priority Claims

**4.1 General**

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

**4.2 Trustee's fees**

Trustee's fees are governed by statute and may change during the course of the case but are estimated to be \_\_\_\_\_% of plan payments; and during the plan term, they are estimated to total \$\_\_\_\_\_.

**4.3 Attorney's fees**

The balance of the fees owed to the attorney for the debtor(s) is estimated to be \$\_\_\_\_\_.

**4.4 Priority claims other than attorney's fees and those treated in § 4.5.**

*Check one.*

- None.** *If "None" is checked, the rest of § 4.4 need not be completed or reproduced.*
- The debtor(s) estimate the total amount of other priority claims to be\_\_\_\_\_.

**4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.**

*Check one.*

- None.** *If "None" is checked, the rest of § 4.5 need not be completed or reproduced.*
- The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). *This plan provision requires that payments in § 2.1 be for a term of 60 months; see 11 U.S.C. § 1322(a)(4).*

Name of creditor	Amount of claim to be paid
_____	\$ _____
_____	\$ _____

*Insert additional claims as needed.*

## Treatment of Nonpriority Unsecured Claims

**5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. *Check all that apply.*

- The sum of \$\_\_\_\_\_.
- \_\_\_\_\_% of the total amount of these claims, an estimated payment of \$\_\_\_\_\_.
- The funds remaining after disbursements have been made to all other creditors provided for in this plan.  
If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$\_\_\_\_\_.  
Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least this amount.

# 2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM

Debtor \_\_\_\_\_

Case number \_\_\_\_\_

**5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.**

**None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed either by the trustee or directly by the debtor(s), as specified below. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Name of creditor	Current installment payment	Amount of arrearage to be paid	Estimated total payments by trustee
_____	\$ _____	\$ _____	\$ _____
	Disbursed by:		
	<input type="checkbox"/> Trustee		
	<input type="checkbox"/> Debtor(s)		
_____	\$ _____	\$ _____	\$ _____
	Disbursed by:		
	<input type="checkbox"/> Trustee		
	<input type="checkbox"/> Debtor(s)		

*Insert additional claims as needed.*

**5.3 Other separately classified nonpriority unsecured claims. Check one.**

**None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows

Name of creditor	Basis for separate classification and treatment	Amount to be paid on the claim	Interest rate (if applicable)	Estimated total amount of payments
_____	_____	\$ _____	_____%	\$ _____
_____	_____	\$ _____	_____%	\$ _____

*Insert additional claims as needed.*

**Part 6: Executory Contracts and Unexpired Leases**

**6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.**

**None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Assumed items.** Current installment payments will be disbursed either by the trustee or directly by the debtor(s), as specified below, subject to any contrary court order or rule. Arrearage payments will be disbursed by the trustee. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

# AMERICAN BANKRUPTCY INSTITUTE

Debtor \_\_\_\_\_

Case number \_\_\_\_\_

Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Treatment of arrearage (Refer to other plan section if applicable)	Estimated total payments by trustee
_____	_____	\$ _____ Disbursed by: <input type="checkbox"/> Trustee <input type="checkbox"/> Debtor(s)	\$ _____	_____	\$ _____
_____	_____	\$ _____ Disbursed by: <input type="checkbox"/> Trustee <input type="checkbox"/> Debtor(s)	\$ _____	_____	\$ _____

*Insert additional contracts or leases as needed.*

## Part 7: Vesting of Property of the Estate

**7.1 Property of the estate will vest in the debtor(s) upon**

*Check the applicable box:*

- plan confirmation.
- entry of discharge.
- other: \_\_\_\_\_.

## Part 8: Nonstandard Plan Provisions

**8.1 Check "None" or List Nonstandard Plan Provisions**

**None.** *If "None" is checked, the rest of Part 8 need not be completed or reproduced.*

*Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.*

*The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2018 NORTHEAST BANKRUPTCY CONFERENCE AND CONSUMER FORUM**

Debtor \_\_\_\_\_

Case number \_\_\_\_\_

**Part 9: Signature(s):**

**9.1 Signatures of Debtor(s) and Debtor(s)' Attorney**

*If the Debtor(s) do not have an attorney, the Debtor(s) must sign below; otherwise the Debtor(s) signatures are optional. The attorney for the Debtor(s), if any, must sign below.*

**X**

\_\_\_\_\_  
Signature of Debtor 1

Executed on \_\_\_\_\_  
MM / DD / YYYY

**X**

\_\_\_\_\_  
Signature of Debtor 2

Executed on \_\_\_\_\_  
MM / DD / YYYY

**X**

\_\_\_\_\_  
Signature of Attorney for Debtor(s)

Date \_\_\_\_\_  
MM / DD / YYYY

**By filing this document, the Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Official Form 113, other than any nonstandard provisions included in Part 8.**

**Exhibit: Total Amount of Estimated Trustee Payments**

---

The following are the estimated payments that the plan requires the trustee to disburse. If there is any difference between the amounts set out below and the actual plan terms, the plan terms control.

- a. **Maintenance and cure payments on secured claims** *(Part 3, Section 3.1 total)* \$ \_\_\_\_\_
- b. **Modified secured claims** *(Part 3, Section 3.2 total)* \$ \_\_\_\_\_
- c. **Secured claims excluded from 11 U.S.C. § 506** *(Part 3, Section 3.3 total)* \$ \_\_\_\_\_
- d. **Judicial liens or security interests partially avoided** *(Part 3, Section 3.4 total)* \$ \_\_\_\_\_
- e. **Fees and priority claims** *(Part 4 total)* \$ \_\_\_\_\_
- f. **Nonpriority unsecured claims** *(Part 5, Section 5.1, highest stated amount)* \$ \_\_\_\_\_
- g. **Maintenance and cure payments on unsecured claims** *(Part 5, Section 5.2 total)* \$ \_\_\_\_\_
- h. **Separately classified unsecured claims** *(Part 5, Section 5.3 total)* \$ \_\_\_\_\_
- i. **Trustee payments on executory contracts and unexpired leases** *(Part 6, Section 6.1 total)* \$ \_\_\_\_\_
- j. **Nonstandard payments** *(Part 8, total)* + \$ \_\_\_\_\_

Total of lines a through j

\$ _____
----------