

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

IN RE:

Soc. Sec. No
and

CASE NO. _____

CHAPTER 13

Soc. Sec. No.

DEBTORS

NOTICE

THIS PLEADING, AND THE ADDENDUM ATTACHED, CONTAIN THE FOLLOWING:

- (I) DEBTOR(S)' PLAN OF REPAYMENT PURSUANT TO 11 USC §1321, §1322 AND §1325;
- (II) DEBTOR(S)' PROPOSED ADEQUATE PROTECTION, PURSUANT TO 11 USC §361;
- (III) DEBTOR(S)' REQUEST FOR VALUATION OF SECURITY, PURSUANT TO 11 USC §506; AND
- (IV) A REQUEST FOR COMPENSATION BY DEBTOR(S)' ATTORNEY, PURSUANT TO 11 USC §330 AND §331.

THIS PLEADING SEEKS RELIEF UNDER THE ABOVE SET FORTH BANKRUPTCY CODE SECTIONS AND COMPLIES WITH AND IS BEING NOTICED PURSUANT TO BANKRUPTCY RULES 2002, 2016, 3012, 3013, 3015 AND 4001.

A NOTICE DOCUMENT IS BEING SENT WITH THIS PLEADING SETTING A CONFIRMATION HEARING ON DEBTOR(S)' PLAN, (I) ABOVE. THIS CONFIRMATION HEARING SHALL ALSO BE THE HEARING ON DEBTOR(S)' REQUEST FOR VALUATION, (III) ABOVE, AND COMPENSATION FOR DEBTOR(S)' ATTORNEY, (IV) ABOVE. OBJECTIONS TO THE DEBTORS' PLAN, PROPOSED VALUATIONS OR COMPENSATION FOR DEBTOR(S)' COUNSEL MUST BE IN WRITING AND MUST BE FILED WITH THE COURT AND SERVED ON THE DEBTOR(S), DEBTOR(S)' COUNSEL AND THE TRUSTEE AT LEAST FIVE (5) DAYS PRIOR TO THE DATE SET FOR THE CONFIRMATION HEARING. ABSENT ANY OBJECTIONS, THE COURT MAY AT SUCH HEARING CONFIRM THE DEBTOR(S)' PLAN, DETERMINE THE VALUE OF DEBTOR(S)' PROPERTY FOR SECURED CLAIMS PURPOSES, AND SET THE AMOUNT OF COMPENSATION FOR DEBTOR(S)' COUNSEL.

(I) DEBTOR(S)' PLAN OF REPAYMENT

(A) **SUBMISSION OF EARNINGS OR FUTURE INCOME:**

(Place a X on the line(s) which are applicable)

(1) **NUMBER AND METHOD OF MONTHLY PAYMENTS TO THE TRUSTEE**

The Debtor(s) shall make ___ monthly payments to the trustee in the amount of \$____ per month, with the first payment due _____, and a like installment due on the ____ day of each month thereafter until all payments have been made. These payments are for the purpose of funding all Trustee disbursements under this pleading, including Adequate Protection Payments and Debtor(s)' Attorney Fees payments ordered pre-confirmation. The Debtor(s) desires that the payments be made by :

__ (a) **payroll deduction** . The Debtor(s) shall assist the Trustee in setting up a payroll deduction at his and/or her place of employment, and acknowledges that pursuant to 11 USC §1306(a)(2) Debtor(s)' wages are property of the Bankruptcy Estate and herein proposes an assignment of such wages to the Trustee sufficient to make the monthly payments required herein to the Trustee. The Debtor(s) understands that if a full plan payment has not been withheld from his/her/their wages by the first plan due date, then it is his/her/their responsibility to send the Trustee that amount of the payment that has not been withheld on that date, and each due date thereafter that sufficient funds have not been withheld by the employer.

__ (b) **direct pay** . Beginning with the first due date set forth above, the Debtor(s) shall himself/herself/themselves remit to the Trustee sufficient funds for the above set forth monthly payments. If the Debtor(s) mails the payments, then they shall be placed in the U.S. Mails, properly addressed to the Trustee and with proper postage affixed, on a date early enough to reach the Trustee by the due date set forth above.

(2) **PAYMENTS THAT DEBTOR(S) DISBURSE EACH MONTH DIRECTLY TO CREDITOR(S)**

__ (a) No payments to creditors under the terms of Debtor(s)' Plan shall be disbursed directly by the Debtor(s); all payments hereunder shall be disbursed by the Trustee.

__ (b) The Debtor(s) shall disburse his/her/their home mortgage payment directly to the mortgage holder each month, together with the arrearage cure payment required, all as is set forth in **(I)(B)(6)(a)** below.

__ (c) The Debtor(s) shall disburse the rent or lease payments, together with the arrearage cure payment required on any accepted executory contract, all as set forth in **(I)(B)(4)(b)** below.

These direct disbursements shall begin on _____, and shall be made on the ___ day of each month hereafter until the Plan provided for obligation is paid in full.

(3) **ADDITIONAL SUMS THAT THE DEBTOR(S) SHALL PAY TO THE TRUSTEE AND/OR OTHER CREDITORS**

__ (a) The Debtor(s) is not required to make any other payments to the Trustee or any Plan provided for creditor(s) other than those payments set forth in **(I)(A)(1)&(2)** above.

(b) The Debtor(s) has proposed a **low dividend** Plan (one that pays **less** than \$.75 on a \$1.00 for unsecured claims) and shall be required to provide the Trustee copies of his/her/their filed income tax returns (federal and state) for tax years _____, _____, and _____ **AND PAY TO THE TRUSTEE ANY TAX REFUNDS** received for those tax years.

 (c) The Debtor(s) shall pay the additional sums to the Trustee and/or Creditor(s), to-wit:
None

(B) CLASSIFICATION OF CLAIMS, PROPOSED VALUATION OF PROPERTY FOR SECURED CLAIMS PURPOSES, AND PROPOSED PAYMENT OF CLAIMS (CLAIMS ARE CLASSIFIED AS FOLLOWS AND DISBURSEMENTS WILL BE MADE IN THE ORDER AND RANK SET FORTH BELOW WITH THE HIGHER RANKED CLASSES OF CLAIMS BEING GIVEN PRIORITY ON DISBURSEMENTS/PAYMENTS OVER THE LOWER RANKED CLASSES OF CLAIMS)

(Place X on the line(s) which are applicable)

(1) STANDING CHAPTER 13 TRUSTEE'S PERCENTAGE FEE

The Trustee shall pay from every dollar that he receives and disburses on behalf of the Debtor(s) the Standing Trustee's Percentage Fee, as provided for under 28 USC §586(e)(1)(B). The fee is presently **10%** per month on disbursements made by the Trustee as per codal provision.

(2) UNPAID FILING FEES

The Trustee shall pay any and all unpaid filing fees due to the Bankruptcy Court Clerk of Court under 28 USC §1930 and as provided for in 11 USC §1326(b)(1) and §507(a)(1).

(3) ADEQUATE PROTECTION PAYMENTS REQUIRED UNDER 11 USC§361

The Trustee, or the Debtor(s), if applicable, shall disburse on a monthly basis, those payments required in **(II) DEBTORS' PROPOSED ADEQUATE PROTECTION** set forth hereinafter. Disbursement of the **adequate protection** payments shall commence after any order allowing same becomes final, and at the latest with the first disbursements made post confirmation.

(4) EXECUTORY CONTRACTS: ASSUMPTION---REJECTION---CLAIMS

The Debtor(s) or the Trustee shall disburse on a monthly basis the below set forth payments required to cure default and maintain monthly payments on Executory Contracts accepted by the Debtor(s).

 (a) The Debtor(s) are party to **NO** executory contracts and, therefore have no need to accept or reject any.

 (b) The Debtor(s) accepts the below described executory contract(s) (Leases, Rental Agreements, Etc.) and proposes to pay/disburse directly each month to the Creditor the regular monthly rent or lease payment plus a cure payment to cure any pre-petition defaults. These payments shall commence on the date set forth in **(I) (A) (2)** above.

Creditor Regular Payment Arrears Cure Payment Total Payment

(i)

(ii)

__ (c) The Debtor(s) rejects executory contracts with the below set forth creditors and proposes that any sums due the creditor for pre-petition defaults and any untimely cancellation charges be included as **general unsecured claims** which shall be provided for in **(I) (B) (9) (b)** below. Additionally, the Debtor(s) agrees that the §362 Automatic Stay be lifted as to such items and agrees that if the leased property is a motor vehicle that Debtor(s) shall return same to Lessor at the earliest possible date after the plan is filed, and that for furniture items, appliances and other movables that the Lessor is entitled to make arrangements with the Debtor(s) to have the items picked up, as soon as possible. The Debtor(s) shall cooperate fully with the Lessor so that the Lessor may timely and peacefully regain possession of the items.

(i)

(ii)

(5) ALLOWED ADMINISTRATIVE EXPENSES UNDER 11 USC §503(b)

The Trustee shall disburse on a monthly/pro-rata basis, those Court approved **Administrative Expenses**, including, but not limited to, the unpaid fees approved for:

__ (a) Debtor(s)' Attorney has requested in this pleading fees in the amount of \$_____ (see **(IV) REQUEST FOR COMPENSATION BY DEBTOR(S)' ATTORNEY** hereinafter). Debtor(s) anticipates that these attorney fees will be paid in full within **six (6) months** of the payments to the Trustee commencing, provided Debtor(s) make all payments and confirmation is timely obtained.

__ (b) **Other Administrative Expenses:**
None

(6) SECURED CLAIMS: VALUATION OF SECURITY AND PAYMENT

The Debtor(s) values his/her/their property given as security for the following claims, and proposes to repay those secured claims in the following fashion.

__ (a) **Claims Paid/Disbursed Directly by Debtor(s) and Secured Only by a Security Interest in Debtor(s)' Principal Residence (Value is not an Issue):**

This claim(s) shall be treated under the provisions of 11 USC §1322(b)(2)& (5). The Debtor(s) sets forth below the creditor, the regular monthly payment, the pre-petition arrears up and through the month the petition is filed, and the number of monthly cure payments based on amortizing the arrears at the contract rate. The regular monthly payments and the cure payments shall be **Disbursed by Debtor(s)** directly to the creditor(s) each month and shall commence on the date set forth in **(I) (A) (2)** above. All other terms and conditions of the original note(s) and mortgage(s) are retained, including the Debtor(s)' obligation to pay a late charge if the monthly payments are not timely made, and the Creditor's right to collect a monthly sum to fund an escrow account for the payment of taxes and insurance on the home. Debtor(s) acknowledges the first mortgage payments include such a escrow payment, and

agrees that the Creditor may increase or decrease their regular monthly payments and he/she/they shall pay the increased or decreased sums upon notification to assure the adequate funding of that escrow account. Debtor(s)' plan only proposes to bring current and keep current the home mortgage(s) during the term of this plan, and not pay off said mortgage. The creditor(s) shall retain its mortgage(s) through the course of this plan and thereafter until the debt is paid in full. Debtor(s) shall discharge only that portion of the obligation(s) that is actually paid, and any sums remaining unpaid at the completion of Debtor(s)' Plan shall not be discharged.

<u>Creditor</u>	<u>Regular Payment</u>	<u>Arrears</u>	<u>Cure Payments</u>
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(i)

(ii)

__ (b) Secured Claims (Including Secured Priority Claims) That The Trustee Shall Pay/Disburse :

The Debtor(s) states below the **Creditor(s)**, its **Total Claim**, the **Collateral** it has a security interest in, the value of such property and/or the **Secured** status of such claim pursuant to 11 USC §506(a) and Rule 3012, and the **Term, Rate & Payment** on how the Debtor(s) proposes repayment of the secured claim(s) and secured priority claim(s) pursuant to 11 USC §1322(a)(2) and §1325(a)(5). Interest shall be paid on secured claims in the amounts stated below from _____, until paid in full (this date is the "**effective date of the plan**", as set forth in 11 USC §1325). The Creditor(s)' lien shall be retained until it receives all payments provided for herein, and the Debtor(s) may request cancellation of such lien only after payment in full of such secured claim is made. Any remaining portion of the Creditor(s)' claim will be designated as a **general unsecured claim** and will be provided for in **(I)(B)(9)(b)** below.

<u>Creditor</u>	<u>Total Claim</u>	<u>Collateral</u>	<u>Secured Term, Rate & Payments</u>
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(i)

(ii)

(7) UNSECURED PRIORITY CLAIMS

The Trustee shall disburse on a monthly pro-rata basis sums necessary to pay the below set forth **unsecured priority claims**, pursuant to 11 USC §507 and §1322(a)(2). These claims will be paid in full, without interest, and payment shall be accomplished either by Trustee disbursements within the term of Debtor(s)' Plan and/or such claims may be pre-paid in whole or in part by statutory set-off against any tax refunds due the Debtor(s) by the claimant.

<u>Creditor</u>	<u>Total Claim</u>	<u>Nature of Claim</u>
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(i)

(ii)

(8) UNSECURED CO-SIGNED CLAIMS TO BE PAID 100%

The Trustee shall disburse on a monthly pro-rata basis sums necessary to pay the below set forth **unsecured co-signed claims**. These claims will be paid in full, without interest, and payment shall

be accomplished within the term of Debtor(s)' Plan.

Creditor

Total Claim

Co-Signor

(i)

(ii)

(9) GENERAL UNSECURED CLAIMS

The Trustee shall disburse on a monthly basis the payments set forth below to the **timely filed general unsecured claims**. The disbursements to Class 9 (a) and (b) claimants shall be made at the same time, but on a pro-rata basis based upon the total dividend proposed for (a) plus (b) claimants, and each class claimant's proposed dividend percent of that combined total. In any event payment of a dividend equal to or in excess of the amount that would be paid on such claims if the debtor(s)' estate were liquidated under chapter 7 shall be accomplished within the term of Debtor(s)' Plan. According to the Schedules filed by the debtor(s) the market value of properties described in Schedule A (Real Property) and Schedule B (Personal Property), **LESS** the value of the Exempt properties described in Schedule C, and **LESS** the amount of the secured claims described in Schedule D, would leave a net amount or **liquidation analysis** amount of approximately \$ _____. This approximate amount would be available for a Chapter 7 Trustee to pay claims pursuant to the guidelines set forth in 11 USC §726. Using a best case scenario, and based on claims and amounts as estimated by Debtor(s) the Unsecured Priority Claims would receive an approximate dividend or payment of approximately ____% of their claims if the Debtor(s) had filed a Chapter 7 bankruptcy, and the Unsecured Co-Signed Claims and General Unsecured Claims would receive an approximate dividend or payment of approximately ____% of their claims if the Debtor(s) had filed a Chapter 7 bankruptcy.

__(a) The Debtor(s) owe the below set forth claimants the stated unsecured sums that **cannot be discharged** under 11 USC § 1328 (a) (1),(2) or (3), except by payment in full, for the reasons stated. The Debtor(s) proposes herein to **pay these claimants** ____% of their claims and discharge same at the completion of this plan.

CREDITOR

WHY CANNOT DISCHARGE

CLAIM & DIVIDEND

(i)

(ii)

__(b) Debtor(s) proposes in this Plan an approximate dividend or payment of ____% to **timely filed dischargeable general unsecured claims**, with no interest. The actual dividend may vary depending upon actual claims filed and allowed, and tax refunds tendered to the Trustee under the terms of this plan. The Debtor(s) believes this treatment is non-discriminatory because there is a valid purpose served in paying non-dischargeable claims (if any are shown above) in full, and the dischargeable general unsecured claims are to receive a dividend herein that equals or exceeds the liquidation analysis dividend. The dischargeable general unsecured claims and estimated amounts, as presently known by the Debtor(s), are set forth in Schedule F of the Debtor(s)' filed Schedules (less any creditor(s) set forth in **(I) (B) (9) (a)** above), and an estimate of the total amount of these claims is set forth in **(I) (C) (5)** below.

(C) GENERAL PLAN PROVISIONS

(Place a X on the line(s) which are applicable)

(1) Plan Term Extended Beyond 36 Months

- _(a)** This plan is for 36 months, but Debtor(s) reserves the right to extend past 36 months, for cause and with the Court's approval.
- _(b)** This plan is proposed for an extended term of months, which the Debtor(s) believes to be necessary to pay the secured claims, priority claims, and provide the general unsecured claims a dividend in excess of the liquidation analysis dividend.

(2) Post Petition Claims Filed Under 11 USC §1305 And The Payment Of Same

Debtor(s) proposes that the Trustee classify and pay any post petition claims filed and allowed under 11 USC §1305 pursuant to the terms of this Plan. The Trustee shall pay such claims under the classification scheme of this Plan if sufficient sums appear available over the remaining term of the Plan and the payment of same will not impair the payment of any pre-petition claims pursuant to the terms of this Plan. In the event sufficient sums are not available over the remaining term of the Plan to pay the post petition claims the same percentage dividend as pre-petition claims of the same classification, or such treatment would reduce dividends overall, or the Debtor(s) desires the post petition claim be paid with preference and priority over pre-petition claims of the same classification, then and in such events: (i) the Debtor(s) shall amend the Plan pursuant to 11 USC §1329 ; or (ii) the Debtor(s), Trustee, or any party in interest shall object to the post petition claim under 11 USC §1305(c), or on grounds that the Debtor(s)' Plan does not provide for such claim and it should not be discharged, or any other available objection.

(3) Possession Of Property Of The Estate And Vesting Of Such Property At Confirmation

The Debtor(s) shall remain in possession of all property of the Estate, except any property to be surrendered under the terms of this Plan (which property the Debtor(s) shall promptly return to the Plan designated Creditor), or any property which this Plan specifically states a party, other than the Debtor(s), is to remain in or receive possession of. Except as otherwise provided in this Plan the confirmation of this plan vests all of the property of the estate in the Debtor(s), free and clear of any claim or interest of any creditor provided for by this Plan.

(4) Confirmation Requirements

Debtor(s) has proposed this Plan in good faith, and not by any means prohibited by law. Debtor(s) believes that Plan requirements set forth in 11 USC §1322, and confirmation requirements set forth in 11 USC §1325 have, or shall be met by the first confirmation hearing date. Debtor(s) believes that the payments required under this Plan can be made from earnings and other properties of the Estate, and acknowledges that monthly **PLAN PAYMENTS DUE BY THE CONFIRMATION HEARING DATE, FEES, CHARGES, COURT COSTS AND FILING FEES SHALL BE PAID BEFORE THE CONFIRMATION HEARING DATE OR CONFIRMATION SHALL BE DENIED.**

(5) Total Of Disbursements To Be Made By Trustee Over The Term Of The Plan Per (I) (B)
(Disbursements are estimated and exclude any enhancement from tax refunds, if applicable)

Class 1-----\$	Class 7(a)-----\$
Class 2-----\$	7(b)-----\$
Class 3--- (see Class 6(b))	Class 8-----\$
Class 4-----Debtor(s) Disburses	Class 9(a)-----\$
Class 5-----\$	9(b)-----\$
Class 6(a)---Debtor(s) Disburses	
6(b)-----\$	TOTAL \$

(6) Special Provisions for Tax Claimants

If this plan provides for any tax claims in (I) (B) (6) or (7) then those tax claimants are granted set-off rights against any refunds they may be required to pay Debtor(s) during the term of this Plan; provided the sums set-off against are credited to the pre-petition tax debts and notice of such set-off is given to the Debtor(s). If priority tax claims are filed that exceed the estimated amounts set forth in (I) (B) (6) or (7) herein, then Debtor(s) shall within sixty (60) days of the Bar Date for filing claims set forth in Rule 3002 file an objection to such claim(s) and/or modify the Plan to pay the claim(s) as filed. Debtor(s)' failure to so respond shall be prima facie cause to allow the taxing authority to set-off rights against any tax refunds (as set forth above) and/or the filing of a Motion to Dismiss or Convert by the taxing authority filing such claim(s).

(II) DEBTOR(S)' PROPOSED ADEQUATE PROTECTION

IF NO OBJECTIONS ARE FILED TO DEBTOR(S)' PROPOSED ADEQUATE PROTECTION PAYMENTS AND PROVISIONS SET FORTH BELOW, THEN ANYTIME AFTER 20 DAYS FROM THE MAILING OF THIS PLEADING ANY PARTY IN INTEREST TO SUCH PROPOSAL MAY SUBMIT TO THE COURT AN ORDER COMPELLING SUCH ADEQUATE PROTECTION PAYMENTS AND PROVISIONS, AND IN ANY EVENT SUCH ADEQUATE PROTECTION(S) SHALL, IF NOT ORDERED PRIOR, GO INTO EFFECT AT CONFIRMATION.

(A) ADEQUATE PROTECTION PAYMENTS

Debtor(s) proposes that the below set forth Creditors receive monthly adequate protection payments to be disbursed by the Trustee pursuant to 11 USC §361. These disbursements shall begin as soon as any order authorizing same is executory and the Trustee has paid all unpaid filing fees and has sufficient sums on hand to make such payments together with the Trustee's percentage fee. Adequate Protection Payments received by any Creditor shall be applied to their restructured claim, pursuant to the provisions of Debtor(s)' plan, and they shall be applied first to accrued interest on the secured claim (commencing from the **effective date** set forth in **(I)(B)(6)(b) above**), and then to principal reduction of the secured claim. The Trustee shall continue making such adequate protection payments until such time as sufficient sums have been paid and disbursed by the Trustee, pursuant to the Debtor(s)' Plan set forth in **(I) above**, to have available sufficient sums to make full monthly Plan payments to the Creditor, at which time full Plan payments shall commence. Any month, post confirmation, that the Trustee does not have sufficient funds on hand to make full plan payment then adequate protection payments shall be made pursuant to these provisions, if funds are available, until such time as full Plan payments can recommence. The Creditors and proposed monthly adequate protection payments are:

(i)

(ii)

(B) ADEQUATE PROTECTION PROVISIONS ---- STAY LIFT “DROP DEAD” PROVISIONS

Any Creditor that has a claim secured by a lien or mortgage on the Debtor(s)' personal residence, a claim secured by a first ranking lien or mortgage on any motor vehicle or equipment belonging to the Debtor(s) and singularly valued herein in **(I)(B)(6) above at \$3,500.00 or more (covered properties)**, or holding a claim secured by a first ranking lien or mortgage on any lot or mass of personal properties, furniture items, equipment, or fixtures with a combined value herein in **(I)(B)(6) above at \$3,500.00 or more (covered properties)** is granted the following Adequate Protection Provisions:

(1) Insurance Provisions

The Debtor(s) shall maintain full coverage insurance against all loss on the property or properties that the lien or mortgage attaches to, and the lien holder or mortgagee shall be shown as the loss payee to receive payment in the event of loss.

(2) Stay Lift--"Drop Dead" Provisions

In the event the Debtor(s) fails to make any debtor(s) disbursed direct payment to the Creditor herein on any **covered properties** by the Plan due date, **OR** fails to pay the Trustee a Plan payment by the Plan due date, **AND** such default is not cured within 45 days of the due date and the payments brought current, **AND/OR** the Debtor(s) fails to insure the **covered properties** as required herein, or such insurance should lapse or be canceled, or the Debtor(s) fails to have the mortgagee or lien holder listed as the loss payee, and such default is not cured (proper insurance acquired and mortgagee given written notice and listed as loss payee) within 45 days of cancellation or date insurance is required with mortgagee listed as loss payee, **THEN AND IN EITHER SUCH EVENT** the Creditor shall give written notice of such default to the Debtor(s) and Debtor(s)' counsel, and if such default is not cured within 15 days of the date such written notice is mailed then such creditor may file an Ex-Parte Motion with the Bankruptcy Court requesting that the 11 USC §362 Automatic Stay be Lifted, and such relief shall be granted, provided that such Ex-Parte Motion is accompanied by an Affidavit of such Default or is Certified by counsel (the affidavit of default or counsel certification must, also, indicate that the 15 day written notice to cure default was properly given), and is accompanied by a Certificate of Mailing showing that the Debtor(s), Debtor(s)' counsel, and the Trustee have been given written notice of the filing of the Ex-Parte Motion.

(III) DEBTOR(S)' REQUEST FOR VALUATION OF SECURITY

UNDER 11 USC §506(a) CLAIMS ARE SECURED CLAIMS TO THE EXTENT OF THE VALUE OF THE CREDITOR'S INTEREST IN THE ESTATE'S INTEREST IN PROPERTY, AND SUCH VALUE SHALL BE DETERMINED IN LIGHT OF THE PROPOSED DISPOSITION OR USE OF SUCH PROPERTY. UNDER 11 USC §1325(a)(5)(B)(ii) DISTRIBUTIONS ON SECURED CLAIMS ARE DETERMINED "AS OF THE EFFECTIVE DATE OF THE PLAN,". UNDER BANKRUPTCY RULE 3012 THE COURT MAY DETERMINE THE VALUE OF A SECURED CLAIM BY MOTION OF ANY PARTY IN INTEREST AND AFTER A HEARING ON NOTICE TO THE HOLDER OF THE SECURED CLAIM. THE DEBTOR(S)' PLAN SETS FORTH VALUES FOR THE CREDITOR'S INTEREST IN THE ESTATE'S/DEBTOR(S)' INTEREST IN SPECIFIC PROPERTIES (SEE (I) DEBTOR(S)' PLAN OF REPAYMENT (B) (6) SET FORTH ABOVE) .

NOTICE IS HEREBY GIVEN

THE CONFIRMATION HEARING SHALL, ALSO, BE A VALUATION HEARING. THE DEBTOR(S) ARE HEREBY REQUESTING THAT THE VALUE OF THE SECURED CREDITOR'S INTEREST IN DEBTOR(S)' INTEREST IN PROPERTIES BE DETERMINED AS SET FORTH IN DEBTOR(S)' PLAN ; AND THAT SUCH VALUE BE DETERMINED AND SET AS THE VALUE OF SUCH INTERESTS AS OF THE DATE THE CONFIRMATION HEARING IS FIRST SET ("THE EFFECTIVE DATE"). THE DEBTOR(S) , ADDITIONALLY, GIVE NOTICE THAT SUCH "VALUE" , ONCE DETERMINED OR SET AT THE CONFIRMATION HEARING, SHALL BE A "RES JUDICATA" DETERMINATION AND THAT THE PARTIES SHALL, THEREAFTER, BE BOUND BY SUCH VALUATION.

(IV) REQUEST OF DEBTOR(S)' COUNSEL FOR COMPENSATION

ATTACHED TO THIS PLEADING IS AN ADDENDUM WHEREIN DEBTOR(S)' COUNSEL ITEMIZES THE TIME HE OR SHE HAS EXPENDED IN REPRESENTATION OF THE DEBTOR(S) IN THIS CHAPTER 13 CASE. THIS ITEMIZATION IS AN ESTIMATE AND IS MADE BASED ON TASK CUSTOMARILY PERFORMED BY COUNSEL IN THE "USUAL" CHAPTER 13 CASE AND THE TIME THAT SUCH TASK CUSTOMARILY TAKE TO PERFORM UP AND THROUGH THE FIRST CONFIRMATION HEARING. THIS PLEADING AND THE ADDENDUM ATTACHED HERETO CONSTITUTE, IN PART, AN APPLICATION BY COUNSEL FOR THE DEBTOR(S) FOR COMPENSATION AS ALLOWED AND REQUIRED IN 11 USC§330 AND §331, AND BANKRUPTCY RULES 2002 AND 2016.

NOTICE IS HEREBY GIVEN

- (1) That if no objection is filed and noticed to counsel's application for compensation within twenty (20) days of the notice of this pleading and the addendum attached hereto, that debtor(s)' counsel shall be entitled to submit to the Court, without a hearing, an Order allowing compensation for an amount not to exceed FIVE HUNDRED and no/100 DOLLARS (\$500.00). Orders allowing Debtor(s)' Counsel any fees pre-confirmation shall not be signed unless same are submitted with orders allowing pre-confirmation Adequate Protection Payments to Creditors provided for herein

- (2) That if no objection is filed and noticed to counsel's application for compensation within five (5) days of the confirmation hearing, that debtor(s)' counsel shall be entitled to submit to the Court at such confirmation hearing an Order allowing the balance of any requested compensation.
 - (3) Court allowed and ordered compensation for Debtor(s)' counsel shall be paid by the TRUSTEE according to (D) DEBTOR(S)' PLAN OF REPAYMENT (B) (5), and only when sufficient sums are available and after superior claims set forth in (B) (1), (2), (3) (if ordered) and (4) (if ordered) have been paid.
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SUMMARY OF CHAPTER 13 PLAN

The undersigned hereby declares, under the penalty of perjury, that he and/or she has reviewed this pleading with his and/or her attorney and has read this **Summary of Chapter 13 Plan** and understands same and acknowledges that he and/or she is required by this pleading to:

(1) **DEBTOR(S) SHALL PAY THE TRUSTEE \$_____** per month for **___** months, with the first payment **commencing on _____**, and a like installment due on the **___** day of each month thereafter. Debtor(s) understands that he and/or she is responsible for the payments being made to the Trustee even though he and/or she may have requested payroll deduction; **AND**

(2) **IN ADDITION, DEBTOR(S) SHALL PAY DIRECTLY the below described creditors each month:**

<u>Creditor</u>	<u>Total Monthly Payment During Plan Term</u>
-----------------	---

(i)

(ii)

(3) **AND, ALSO, IN ADDITION** to the payments to the Trustee set forth in (1) above and the direct payments to creditor set forth in (2) above, **DEBTOR(S) SHALL PAY** to the Trustee any income tax refunds (State and Federal) and provide the Trustee copies of tax returns (State and Federal) filed for tax years _____, _____, and _____.

(4) Debtor(s), also, acknowledge that this Pleading requires that full coverage insurance showing the mortgage creditor as "Loss Payee" be maintained on any Motor Vehicle dealt with herein valued at \$3,500.00 or more, and that property insurance showing the mortgage creditor as "Loss Payee" be maintained on any residence dealt with herein. Debtor(s) further understand that failure to maintain these required insurance coverages can result in the protection that the bankruptcy laws provide the Debtor(s) as to these properties being terminated and the creditor being allowed to pursue legal actions to seize and sell such properties.

_____, **DEBTOR**
Date: _____

_____, **DEBTOR**
Date: _____

Respectfully submitted:

Attorneys at Law

By: _____

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Bar #