

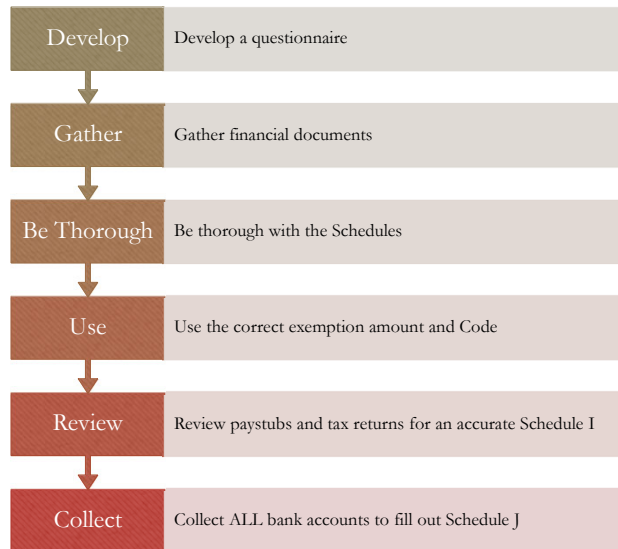
Chapter 13: Let's Get You Paid

Office of the Chapter 13 Trustee
Northern and Southern Districts of West Virginia

Purpose of the Plan

To inform all parties involved exactly what the debtor's intentions are for each and every creditor

Do the Work Upfront



Be Specific in the Plan

Every plan should be clear on its face how each creditor is being treated.

Not current on the obligation? It must be paid through the Trustee.

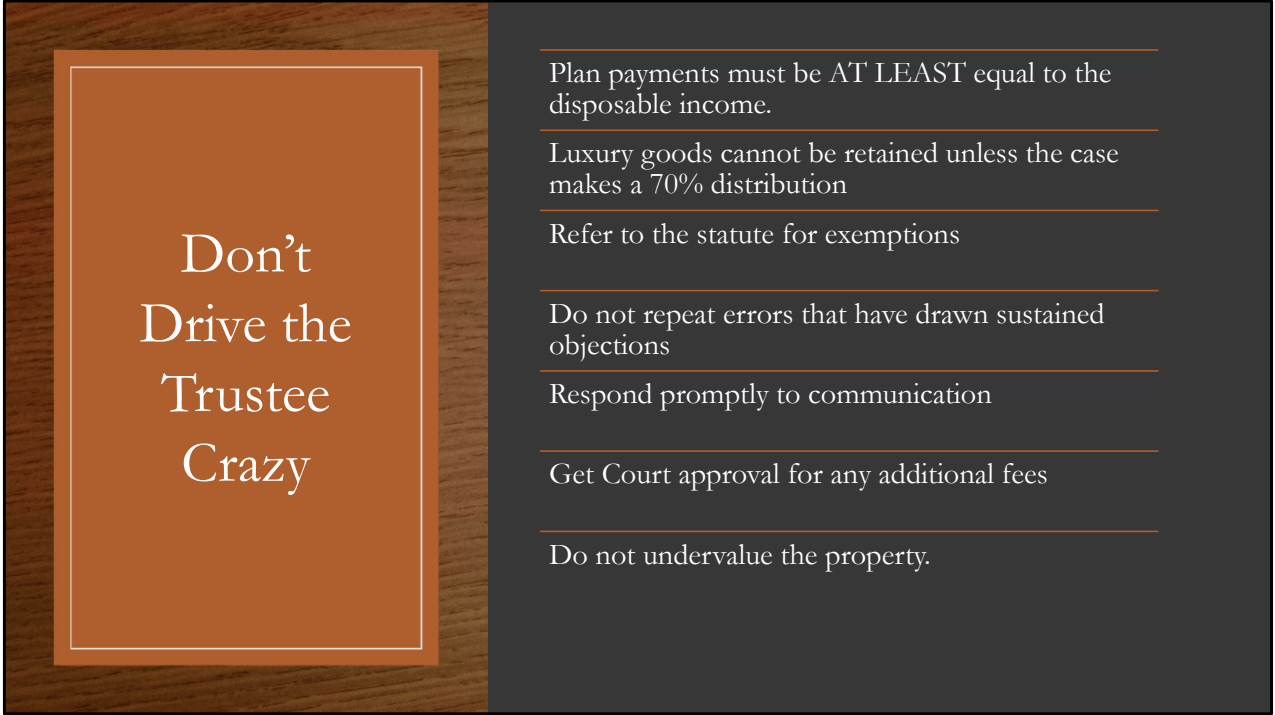
You can lower interest rates in the plan for 910 claims (Section 3.3).

Valuing claims or avoiding liens requires a SEPARATE Motion or A.P.

Spell out "surrender" or "sale"

Student loans can remain direct pay IF stated in the plan.

Assumed leases MUST be treated in Section 5.



Don't Drive the Trustee Crazy

Plan payments must be AT LEAST equal to the disposable income.

Luxury goods cannot be retained unless the case makes a 70% distribution

Refer to the statute for exemptions

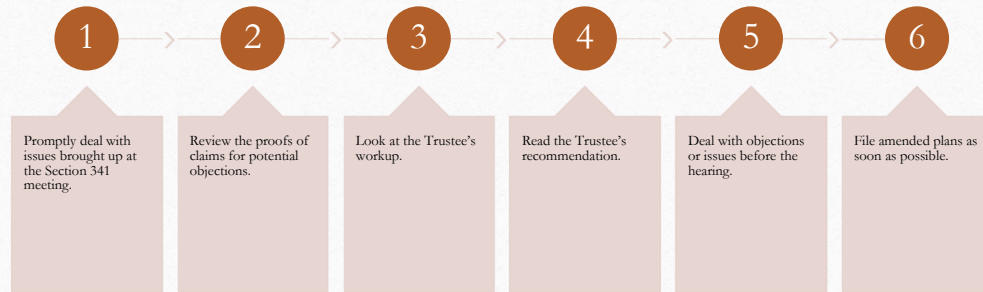
Do not repeat errors that have drawn sustained objections

Respond promptly to communication

Get Court approval for any additional fees

Do not undervalue the property.

Pay Attention to Pre- and Post-Petition Communication



Plan Payments Are Due 30-Days from Filing

- A FULL monthly plan payment is due 30-days from filing.
- Your client is responsible for making those payments to the Trustee
- We prefer payments through TFSBillPay.com
- Keep track of your clients' cases with the National Data Center, ndc.org, which is FREE for debtors and their attorneys.

Sweet Sixteen to Success

1. Have I explained how each secured claim is being treated? Every creditor on Schedule D should be accounted for.
2. Have I set up any special unsecured claims? If yes, have I explained their treatment and why this/these claims deserve special treatment?
3. Have I specified how student loans are to be treated or am I treating them with general unsecured claims?
4. Have I specified how co-signed debts are treated?
5. Have I treated secured tax claims as secured claims?
6. Have I treated priority claims to be paid in full?
7. Have I specified any debts that are disputed and not to be paid?
8. Have I prepared a Motion to Value if I am proposing to value a secured claim?
9. Have I prepared a Motion to Avoid Lien if I am proposing to avoid a lien?
10. Have I treated assumed leases/executory contracts in Section 5?
11. Does the plan work mathematically?
12. Can the debtor afford the plan? See Schedules I and J.
13. Is all disposable income committed to the Plan? See Schedules I and J.
14. Does the plan run the required time based on the Means Test?
15. Will the Plan complete within 60 months of petition?
16. Are the unsecured creditors receiving at least what they would receive in a Chapter 7?

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Questions?



Let's Get You Paid

CHAPTER 13 PLANS

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How to Get the Plan Confirmed at the First Confirmation Hearing

I. PURPOSE OF THE PLAN

The purpose of the plan is to inform all parties involved exactly what the debtor's intentions are for each and every creditor. Every creditor, whether they are secured, priority, or a special class, should be able to look at the plan and know how they are to be treated. Each one should be specifically addressed in the plan. When inputting the claims in the system, the Trustee's Office should be able to class each creditor based solely on the plan. There should never be any question as to how a claim is to be treated. Only general unsecured creditors will not be specifically named in the plan.

II. DO THE WORK UPFRONT

A. What Needs to Be on Schedules A, B, D, E, and F?

- i. Develop a questionnaire that gives you adequate information to develop full schedules. The information on these schedules is critical to developing a plan that works.
 1. It is helpful for the questions to be in simple, understandable terms. Bankruptcy is full of legalese, so we want to make sure your client is understanding what is being asked.
- ii. List everything your client owns and everything that is owed, including contingent liabilities and assets.
- iii. The more thorough the schedules the easier the plan is to develop.

B. What About Exemptions in Schedule C?

- i. Exemptions are set by statute. To avoid an objection from the Trustee, use the correct numbers.
 1. For an updated exemption chart, visit the Trustee's website <https://wvtrustee.org/2021/05/26/changes-to-exemptions-of-property-in-bankruptcy-proceedings/>
- ii. The same exemptions apply in both Chapters 13 and 7.

C. How Do I Determine My Client's Income for Schedule I?

- i. To avoid an objection from the Trustee, having accurate Schedules I is extremely important. To accurately determine

your client's income, you will need to collect pay stubs and tax returns. These are also required to be turned over to the Trustee.

1. Examine your client's pay stubs. Are there items that are voluntary payments that need to be stopped, disclosed in the plan, or are variable (i.e., overtime)?

D. How Do I Calculate My Client's Expenses for Schedule J?

- i. An accurate Schedule J is equally as important as Schedule I. To fill out Schedule J, you will need to collect bank statements (checking AND savings accounts).

1. Examine bank statements to determine recurring monthly expenses. Also, check out the IRS Standards to determine if your client needs to cut back on specific expenses.

- a. <https://www.irs.gov/businesses/small-businesses-self-employed/national-standards-food-clothing-and-other-items#:~:text=National%20Standards%20have%20been%20established,products%20and%20services%2C%20and%20miscellaneous>.

2. Is your client self-employed? What are the recurring, but non-monthly, expenses? These will also need to be included in Schedule J.

3. DO NOT INCLUDE expense that will be paid through the Trustee!!!

- ii. The difference between Schedule I (income) and Schedule J (expenses) is the DISPOSABLE INCOME. Disposable Income should be your Plan Payment!

III. BE SPECIFIC WHEN FILLING OUT THE PLAN?

The vaguer the plan, the more discretion our office has in implementing and the more likely our office or a creditor will object. Every plan should be clear on its face how each creditor is being treated.

A. Section 3.1: Direct Payments

- i. If your client is CURRENT on their payments to a specific secured creditor, then your client can continue directly paying that claim.

B. Section 3.2: Cure and Maintain

- i. If your client is NOT CURRENT on their payments or would like the Trustee to become the conduit, the claim will be listed in Section 3.2.

C. Section 3.3: 910 and Other Excluded Claims

- i. These are claims that legally cannot be crammed down. However, you are still able to lower the interest rate for claims listed in this section.

D. Section 3.4: Other Treatment of Secured Claims

- i. Here, you will list any non-standard treatment of a secured claim.

E. Section 3.5: Valuing Secured Claims

- i. Here, you will list any secured claim that you plan to value.
 1. NOTE, the Code requires that there are NO changes in monthly payments for the primary residence. The second or third mortgage on the primary residence may be subject to “cram down,” but it will depend on the equity in the real estate. Even \$1.00 in equity defeats “cram down.”
 2. When valuing a vehicle, you should use the average of the high and low value from NADA.
 3. When valuing other collateral, it should be the reasonable replacement value for an item in similar condition, i.e., a 7-year-old couch with a 7-year-old couch.
- ii. NOTE, a SEPARATE Motion or Adversary Proceeding MUST be filed.
 1. If you are planning to value the claim, file your motion or adversary proceeding with the plan or as soon as possible. Valuing claims takes time. So, the sooner it is filed, the sooner the case can be confirmed.
 2. IMPORTANT: Provide an interest rate in BOTH the motion and the order. If the order is silent, the Trustee is required to set the interest rate based on the proof of claim.

F. Section 3.6: Lien Avoidance

- i. If you intend to avoid a lien, a SEPARATE Motion MUST be filed. Again, the sooner you file the Motion, the sooner the issue can be resolved, which will hopefully get your case confirmed sooner.

G. Section 3.7 Surrender or Sale

- i. Please spelling out the word “surrender” or “sale.” If you just put “S,” we will not know what the intended treatment is.

H. Section 4: Priority Claims

- i. Section 4 is specifically for any priority claims. These are typically taxes, domestic support obligations, attorney’s fees, and the Trustee’s fee.
- ii. Trustee’s Fees are 10% of the total amount paid into the plan.

I. Section 5: Unsecured Claims

- i. There are some unsecured claims that can remain as direct pay. However, you will need to provide reasons as to why those claims should be treated as a separate class of unsecured.
 - 1. Student loans can remain direct pay if the monthly minimum is being paid.
- ii. You can also provide non-standardized treatment of unsecured claims in Section 5.3. Again, you will need to provide a sufficient reason.

J. Section 6: Executory Contracts and Unexpired Leases

- i. If an executory contract or lease is NOT listed in this section, it is REJECTED.
- ii. If an executory contract or lease IS listed in this section, you MUST provide treatment for it in Section 5.

IV. DON’T DRIVE THE TRUSTEE CRAZY

To avoid driving the Trustee crazy, please do the following:

- A. Do not calculate a particular percentage to unsecured creditors. Plan payments must be AT LEAST equal to the disposable income.

- B. Do not attempt to retain luxury goods (i.e., boats, RVs, ATVs, etc.) unless the case at least makes a 70% distribution to unsecured creditors.
- C. Do not claim more exemptions on Schedule C than what is allowed by statute.
- D. Do not repeat errors, which have drawn sustained objections from our office.
- E. Respond promptly to communication from my office or a creditor. Do not wait until the day before the hearing.
- F. Do not take additional fees from your clients without Court approval.
- G. Do not undervalue the property. If it is a lower value, give an adequate reason as to why.

V. PAY ATTENTION TO PRE- AND POST-PETITION COMMUNICATION

- A. Promptly deal with issues brought up at the Section 341 meeting of creditors.
 - i. Supply requested information.
 - ii. File amendments, if necessary.
- B. Look at the proofs of claims.
 - i. REMEMBER THE CLAIMS RULE.
 - 1. It is important to note that the Trustee will set the claim up based on the timely-filed proof of claim. So, for example, if your client believes that their mortgage payment is \$500/month, but the proof of claims shows it as \$600/month. The claim will be set up as being paid at \$600/month. IF YOU THINK THE PROOF IS WRONG, OBJECT!
- C. Look at the Trustee's workup! Pay special attention to how claims are being paid and contact our office if you see an issue.
- D. Read the Trustee's Recommendation.
 - i. Contact the Trustee's Office promptly if you have any questions, concerns, or resolutions.
- E. Deal with any objections before the hearing.
 - i. Attempt to resolve any objection before the hearing. If possible, resolve with an agreed order or stipulation and NOT an amended plan.
 - ii. Some oral amendments might be allowed at the confirmation hearing.

- F. File amended plans as soon as possible to avoid an unnecessary hearing.

VI. REMIND YOUR CLIENT THAT PAYMENTS ARE DUE 30 DAYS FROM FILING

- A. A FULL monthly plan pay is DUE 30-days from filing the petition. If your client is making bi-weekly payments that means TWO bi-weekly payments are due within 30 days of filing the petition.
- B. Even if a wage withholding order is in place, it is your client's responsibility to make sure payments are getting to the Trustee.
- C. An easy way to keep track of plan payments is through the National Date Center, or ndc.org, which is a FREE service that will send out notices that payments have been received.

Calculating the Plan Payment

First, calculate the **MUST PAY CLAIMS**:

1. Determine the pre-petition primary residence mortgage arrearage, if any, and calculate the total amount necessary to cure.
2. Determine the amount of each secured claim to be paid through the Trustee.
 - a. Amount owed on secured claims PLUS interest, if any.
 - b. Be sure to include any secured tax claim WITH interest.
3. Add 1 and 2, then add the priority claims from Schedule E/F Part 1, any special class unsecured claims, and your attorney fees. This amount is what MUST be paid in a Chapter 13.

Next, calculate the **TOTAL CLAIMS TO BE PAID**:

4. Determine the TOTAL GENERAL UNSECURED CLAIMS from Schedule E/F Part 2.
5. Complete the liquidation analysis at the end of the proposed plan. This will determine the amount that is required to be paid to unsecured creditors. In a Chapter 13, your plan MUST pay unsecured creditors at least the amount that they would receive in a Chapter 7.
 - a. If the liquidation analysis shows equity, do the following:
 - i. Take the amount of equity divided by the total general unsecured claims from Schedule E/F Part 2. Is that percentage greater than 5%?
 1. If yes, take the amount of equity and add it to the MUST PAY CLAIMS. This amount is the TOTAL CLAIMS TO BE PAID.
 - ii. Take that amount and add the MUST PAY CLAIMS. This amount is the TOTAL CLAIMS TO BE PAID
 - b. If the liquidation analysis is \$0 or the percentage calculated above is less than 5%, do the following:
 - i. The case is required to make at least 5% distribution to general unsecured unless cause is shown. To determine the FIVE PERCENT, take the total general unsecured claims multiplied by .05.
 - ii. Take that amount and add the MUST PAY CLAIMS. This amount is the TOTAL CLAIMS TO BE PAID

Next, calculate the **TOTAL AMOUNT REQUIRED TO BE PAID**:

6. The Trustee's fees are variable, so you should calculate those at 10%. To determine the Trustee's fees, take the TOTAL CLAIMS TO BE PAID multiplied by 0.1.
7. Add the Trustee's fees to the TOTAL CLAIMS TO BE PAID. This amount is the TOTAL AMOUNT REQUIRED TO BE PAID.

Now, determine how long the case is required to run:

8. Completed the Official Form 122C (Means Test) to determine if your client's case is required to run 36 months or 60 months.

Determine the **CALCULATED PLAN PAYMENT**:

9. To determine your CALCULATED PLAN PAYMENT, take the TOTAL AMOUNT REQUIRED TO BE PAID divided by the length of time the case it required to run.
 - a. For example, if the TOTAL AMOUNT REQUIRED TO BE PAID is \$18,000, and the case is required to run 36 months, you would calculate $18000/36=500$. Therefore, the CALCULATED PLAN PAYMENT would be \$500.

FINALLY, determine the **MONTHLY PLAN PAYMENT**:

10. Determine the DISPOSABLE INCOME, by subtracting the expenses (Schedule J) from the income (Schedule I). Is the DISPOSABLE INCOME equal to/less than the CALCULATED PLAN PAYMENT?
 - a. If yes, then your client's CALCULATED PLAN PAYMENT is the MONTHLY PLAN PAYMENT.
 - b. If no, then your client's MONTHLY PLAN PAYMENT is the DISPOSABLE INCOME.

Sweet Sixteen to Success

Here is a checklist to troubleshoot your plan PRIOR to filing. If you answer NO to any question, there is a problem with the plan that should be corrected BEFORE filing.

1. Have I explained how each secured claim is being treated? Every creditor on Schedule D should be accounted for.
2. Have I set up any special unsecured claims? If yes, have I explained their treatment and why this/these claims deserve special treatment?
3. Have I specified how student loans are to be treated or am I treating them with general unsecured claims?
4. Have I specified how co-signed debts are treated?
5. Have I treated secured tax claims as secured claims?
6. Have I treated priority claims to be paid in full?
7. Have I specified any debts that are disputed and not to be paid?
8. Have I prepared a Motion to Value if I am proposing to value a secured claim?
9. Have I prepared a Motion to Avoid Lien if I am proposing to avoid a lien?
10. Have I treated assumed leases/executory contracts in Section 5?
11. Does the plan work mathematically?
12. Can the debtor afford the plan? See Schedules I and J.
13. Is all disposable income committed to the Plan? See Schedules I and J.
14. Does the plan run the required time based on the Means Test?
15. Will the Plan complete within 60 months of petition?
16. Are the unsecured creditors receiving at least what they would receive in a Chapter 7?

Tips for Increasing Confirmed Cases

1. Be specific in your plan. A plan on its face should tell each creditor what and how it and every other creditor is being paid.
2. Round down the percentage to be paid to unsecured creditors. If your calculations show that unsecured creditors will receive 12.53% distribution, call it an even 12%. That sets the minimum the unsecured creditors with timely filed claims will receive. If through fewer claims being filed, a decrease in the Trustee's fees, or other circumstances, additional funds become available, those funds will be paid to the unsecured creditors.
3. Do not count on all the unsecured creditors NOT FILING proofs of claims in a case. While creditor participation is generally low, more creditors are filing claims and claims are frequently coming in at an amount different than the schedules reflect. If you count on fewer claims being filed, you may be setting yourself up for a continuance to amend the plan.
4. Be fair in valuation. Have evidence to support your valuation. File your Motion to Value with the proposed plan or shortly after. NOTE, the Valuation Order SHOULD INCLUDE the value AND interest rate.
5. File Motions to Avoid Liens with the proposed plan or shortly after.
6. Object to proofs of claims that are not correct or are not complete. While our office files objections to claims that are on their face incorrect or incomplete, your client might have knowledge that would support an objection. Note, that our office does not object to a claim just because it is a different amount than what was asserted in the schedules or if a claim is filed as secured when it is scheduled as unsecured. Remember, THE CLAIM RULES. This is particularly important when dealing with disputed debts.
7. If a creditor fails to file a proof of claim by the bar date, you have a 30-day window to file the claim on behalf of that creditor. If no claim is filed, the claim cannot be paid during the pendency of the case. The lien, if any, will survive. So, it is EXTREMELY IMPORTANT to make sure that secured claims are being filed if the debtor intends to retain the collateral after the completion of the case.

Trustee's Staff

Our office is currently open from 8 am until 4 pm Monday through Friday, not including holidays. The best way to contact our office is through email.

If you are wanting to contact the Trustee or her staff attorney regarding a specific case, please include BOTH in your email and the Office Manager, Kelly Barron.

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF WEST VIRGINIA**

Debtor 1:

Case No.:

Debtor 2:

N.D.W. Va. Model Plan (2/22)

Chapter 13 Plan

Part 1: Notices

To Creditors: Your rights may be affected by this plan. You should read this plan carefully and discuss it with your attorney if you have one. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must timely file an objection to confirmation. Objections by any party other than the Chapter 13 Trustee must be in writing and filed with the court **no later than fourteen days after the date first set for the section 341(a) meeting of creditors**, unless otherwise permitted by the court. If this proposed plan was not filed at least nine days before the date first set for the meeting of creditors, objections must be filed within twenty-three days from the issuance of the Clerk's notice of the confirmation hearing that accompanies this proposed plan, or amended plan, unless otherwise permitted by the court. The plan may be confirmed without further notice if no objection is timely filed.

This plan does not allow claims. The fact that your claim is classified herein does not mean that you will receive payment. You must file a timely proof of claim to be paid.

Non-standard provisions, if any, are specifically set forth in Paragraphs 3.4, 5.3 and 8.1. Limitation of a secured claim or its stripoff based on valuation under 11 U.S.C. 506 and the avoidance of a security interests under 11 U.S.C. 522(f) require a separate motion or adversary proceeding.

Amended Plan: Only complete this section if this is an amended plan before confirmation

Sections of the Plan that have been amended:

--

Creditors affected by the amendment (list creditor name and proof of claim number (if known))

--

Does the Debtor have "current monthly income" above the applicable median income for the State?

Is the Debtor eligible for a discharge?

--

Is the Joint Debtor eligible for a discharge?

--

Part 2: Plan Payments and Length of Plan

If you have not paid the Chapter 13 filing fee, do you desire to have the Chapter 13 Trustee pay the filing fee from your first plan payment(s)?

--

Monthly income of the Debtor as stated on Schedule I, Line 12

--

Less reasonably necessary monthly living expenses of the Debtor and all monthly payments for which the Debtor will remain the disbursing agent

--

Income available to feasibly make monthly Chapter 13 plan payments

--

The Debtor shall make plan payments as follows:

Total Length of Plan in Months:

--

weekly for

--

months, totaling:

--

bi-weekly for

--

months, totaling:

--

semi-monthly for

--

months, totaling:

--

monthly for

--

months, totaling:

--

Other plan payment terms
(e.g., "step" payments)

--

Total Paid In ("Plan Base"):

--

Payroll Deduction Order. The Debtor shall make Plan payments to the Trustee through a wage withholding order unless otherwise exempted. The Debtor may file a motion with the court to directly make plan payments to the Trustee and explain why there is to be no wage withholding order in the case.

Debtor 1 (for payroll deduction)

Employer:
Address:
Address:
Tele:
Deduction:

Debtor 2 (for payroll deduction)

Employer:
Address:
Address:
Tele:
Deduction:

Other Property. In addition to the monthly plan payments proposed by the Debtor, the following additional property is dedicated to pay claims against the Debtor:

Income Tax Refunds - Check one. The Debtor will provide the Trustee with a copy of each income tax return filed during the term of the plan within 14 days of filing the return and will turn over to the Trustee all income tax refunds that are dedicated to the Plan within 30 days of receipt. The Debtor will:

- ☐ Dedicate all amounts over \$1,500 from all tax refunds to increase the gross base of the Chapter 13 plan
☐ Dedicate the entire amount of all tax refunds to increase the gross base of the Chapter 13 plan
☐ Other - Please explain

EFFECTIVE DATE FOR PLAN LENGTH. Plan payments shall commence not later than 30 days after the filing of the petition or the date of conversion from another chapter to Chapter 13. The amount of the monthly plan payment may be increased without notice at or before the confirmation hearing. The proposed plan length runs from:

- ☐ The date that the first plan payment is made pursuant to 11 U.S.C. 1326(a)(1)
☐ The effective date of confirmation with all pre-confirmation payments being dedicated to the plan

Total Payments Provided for in the Plan by Class

Analysis does not include any amounts not paid through the Trustee in the Plan

Class:	3.2 Cure & Maintain Secured Debts
	3.3 to 3.4 Modification of Secured Debts
	3.5 Valuation of Secured Debts
	3.6 Certain Unavoidable Liens
	4.2 Trustee's Fees
	4.3 Attorney's Fees
	4.4 to 4.5 DSOs and Priority Debts
	5.2 to 5.3 Cure & Maintain Unsecured Debts
	5.4 General Unsecured Debts
	8.1 Non-Standard Treatments
	Total Paid Out of Plan Base

Part 3: Treatment of Secured Claims

Secured Claims. Each holder of an allowed secured claim, which is paid in full during the life of the plan and for which the collateral is not surrendered, shall retain the lien securing the claim until the earlier of: (1) payment of the underlying debt as determined under non-bankruptcy law; or (2) discharge. Should this case be dismissed or converted before the plan is completed, the lien securing an allowed secured claim shall be retained by the holder to the extent recognized by non-bankruptcy law.

Adequate Protection Payments. Unless otherwise ordered, if a secured creditor is being paid through the Trustee, then all Section 1326(a)(1) adequate protection payments shall be made through the Trustee in the amount set forth in this Proposed Plan. The Trustee is not obligated to make any pre-confirmation adequate protection payments to a secured creditor until that creditor files a proof of claim.

Stay Relief. If relief from the automatic stay is ordered as to any item of collateral listed in Part 3, then the Trustee is authorized to cease all payments to the secured creditor.

3.1 Direct Payments Made by the Debtor on Secured Debts. The Debtor is not in arrears on the secured debts listed below and will directly maintain the current contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rule.

Claim No. (if known)	Secured Creditor	Collateral	Current Installment Payment	Number of Payments Remaining

3.2 Cure of Arrearage and Maintenance of Payments. Any existing arrearage will be paid in full by the Trustee at 0% interest unless otherwise indicated. The Trustee will maintain the contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rule. The amount of the arrearage and on-going payment listed in a creditor's timely filed and allowed claim controls over the amount listed below and such a creditor need not object to confirmation on the basis that this proposed plan does not accurately reflect the creditor's proof of claim.

Claim No. (if known)	Secured Creditor	Collateral	Pre-Petition Arrearage

Treatment of Contractual Installment Payments (these payments must be made by the Trustee)

Secured Creditor	Collateral	Current Monthly Payment	Lesser of Payments Remaining or Plan Length	Total Paid in Plan

3.3 Secured Claims Excluded from 11 U.S.C. 506. 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. Claims that are modified in a Chapter 13 plan must be paid through the Chapter 13 Trustee. The Trustee may pay the interest, secured principal and arrearage amount on an amortized basis over the life of the plan, and, thus, the total amount of interest may vary from the amount calculated. If relief from the automatic stay is ordered as to any item of collateral listed below, then the Trustee is authorized to cease all payments to the secured creditor. The amount listed in a creditor's timely filed and allowed claim controls over the amount listed below and the creditor need not object to confirmation on the basis that this proposed plan does not accurately reflect the creditor's proof of claim. Payment of a claim described in the final paragraph of section 1325(a) of the Bankruptcy Code may be listed here.

Claim No. (if known)	Secured Creditor	Collateral	Total Owed Including Arrearage	Interest Rate	90 Days Unpaid Interest + Principal	Total Paid In Plan

3.4 Other Treatment of Secured Claims. The Debtor proposes the following treatment:

Total paid in the plan by the Trustee in Section 3.4

3.5 Secured Claims that are Subject to a Separate Motion or Adversary Proceeding Based on Valuation. This Plan does not value claims. To value a claim pursuant 11 U.S.C. 506, the Debtor must file and serve a separate motion pursuant to Fed. R. Bankr. P. 3012, 7004, 9014(b), or, as applicable, file an adversary proceeding under Fed. R. Bankr. P. 7001, or submit an agreed order to the court resolving value. The information provided below is for information purposes only, and the Debtor's valuation stated herein is subject to change, without the need to modify the plan, based on the resolution of any motion, adversary proceeding, or pursuant to the terms of an agreed order regarding valuation. The amount of the creditor's claim in excess of the Debtor's valuation for the collateral shall be treated with other general unsecured claims and paid pro rata provided that the creditor timely files a proof of claim. If an order is entered treating the claim as wholly unsecured then the creditor's lien will be avoided pursuant to 11 U.S.C. 506.

Claim No. (if known)	Creditor	Collateral	Amount Owed	Debtor's Valuation	Interest Rate	90 Days Interest + Principal	Total Paid in Plan

3.6 Lien Avoidance. This plan does not avoid judicial liens or nonpossessory, nonpurchase money security interests under 11 U.S.C. 522(f). To avoid such liens, the Debtor must file and serve a separate motion on the affected creditor(s) pursuant to Fed. R. Bankr. P. 7004 and 9014(b). The Debtor may at a later date seek to avoid a judicial lien held by a creditor not listed below. The information provided below is for information purposes only, and the information provided is subject to change, without the need to modify the plan, based on the resolution of the Debtor's motion to avoid lien. The monthly payment amount and the duration of payments is subject to the Trustee's discretion. The amount of the creditor's avoided lien, if any, shall be treated with other general unsecured claims and paid pro rata provided that the creditor timely files a proof of claim. The Debtor discloses the intention to avoid liens held by the following creditors:

Claim No. (if known)	Creditor	Collateral / Face Value of Lien	Estimated Remaining Lien Value	Interest Rate	90 Days Interest + Principal	Total Paid in Plan

3.7 Surrender or Sale of Collateral. For property the Debtor proposes to sell, a separate motion and proposed order must be filed which provide the details of the sale. Court approval must be obtained for the hire and use of a professional to sell property. After the payment of secured debts and the costs of sale, all net proceeds shall be paid to the Trustee for distribution. Property to be sold by the Debtor that is not sold in the applicable time period listed below will be surrendered to the creditor unless the Trustee or Debtor requests additional time, or unless the Debtor modifies the plan to retain the collateral and cure existing defaults. A secured creditor entitled to a deficiency claim must file that claim within 90 days of the date that the real or personal property is surrendered, or within 30 days of a sale that is conducted by the Debtor, unless otherwise ordered by the Court. Any allowed unsecured claim resulting from the disposition of the collateral will be paid pro rata with all other general unsecured claims. The Debtor requests that upon confirmation of this plan the stay under 11 USC 362(a) and 1301 be terminated with respect to surrendered collateral. This request is not a motion, is not governed by 11 USC 362(d) or (e), and no fee is owed.

Claim No. (if known)	Creditor	Collateral	Amount Owed	Debtor's Valuation / Amount Secured	Indicate if Surrender or Sale	Time to Complete Sale, if applicable

Part 4: Treatment of Fees and Priority Claims

4.1 General. Unless the holder of a priority claim agrees to different treatment, Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in Section 4.4.1, will be paid in full without post-petition interest. Any agreement for different treatment should be formalized in a joint stipulation between the priority creditor and the Debtor and be filed with the Court.

4.2 Trustee's Fees. The Trustee's fee is governed by statute and may change during the course of the case. The Trustee's fee is estimated to be 10% of the Total Plan Base

Total Plan Base as stated in Part 2

Total estimated Trustee's Fee

4.3 Attorney's Fees. After a debtor's Chapter 13 plan is confirmed, the Chapter 13 Trustee shall pay all outstanding attorney's fees concurrently with any secured debt payments and any domestic support obligation that is to be paid by the Trustee; provided, however, that funds are to be applied first to long term mortgage debts paid through the Trustee, second to equal monthly payments to other secured creditors, third to domestic support creditors, and only then to attorney's fees. Attorney's fees are to be paid, in full, before any plan payment is applied to an arrearage claim or before payment is applied to any other priority or unsecured debt.

		Total attorney's fee
		Amount received pre-petition
		Amount to be paid in the plan by the Trustee

4.4 Domestic Support Obligations. If the Debtor has domestic support obligations, use only the initials of minor children and do not list confidential information.

Proof of Claim # (if known)	
Name & Address of Claimant or Agency:	

		Estimated DSO arrearage to be paid in the Plan
		Payment amount for on-going monthly DSO obligations if paid by the Trustee
		Lesser of Plan length or remaining monthly payments
		Total amount paid in the Plan by the Trustee as a Class 4.4 Claim

4.4.1 Domestic Support Obligations Assigned or Owed to A Governmental Unit and Paid Less than the Full Amount. The allowed priority claims listed below are based on a domestic support obligation that has been assigned 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 Part 2 be for a term of 60 months.

Claim No. (if known)	Creditor	Amount Owed	Amount Paid in Plan

4.5 Other Priority Claims as Defined by 11 U.S.C. 507.

Claim No. (if known)	Creditor	Type of Priority	Amount Paid in Plan

4.6 Direct Payments on Priority Debts. The Debtor will maintain current installment payments on the priority unsecured debts listed below.

Claim No. (if known)	Creditor	Type of Priority	Monthly Payment	Total Payments Remaining

Part 5: Treatment of Non-Priority Unsecured Claims

5.1 Direct Payments Made by the Debtor on Unsecured Debts. The Debtor is not in arrears on the unsecured debts listed below and will directly maintain the current contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rules.

Claim No. (if known)	Unsecured Creditor	Type of Debt (e.g., student loan, co-debtor claims, executory contracts, unexpired leases, etc)	Monthly Payment	Number of Payments Remaining

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5.2 Maintenance of Payments and Cure of any Defaults on Unsecured Claims. Any existing arrearages will be paid in full by the Trustee at 0% interest unless otherwise indicated. The Trustee will maintain the contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rule. Unless otherwise ordered by the court, the amount listed on a timely filed proof of claim controls over any amounts listed below as to the current installment payment and arrearage and such a creditor need not object to confirmation on the basis that this proposed plan does not accurately reflect the creditor's proof of claim. In the absence of a contrary timely proof of claim, the amount stated below is controlling. If relief from the automatic stay is ordered as to any of the debts listed below, then the Trustee is authorized to cease all payments to the unsecured creditor.

Claim No. (if known)	Unsecured Creditor	Type of Debt (e.g., student loan, co-debtor claims, executory contracts, unexpired leases, etc)	Pre-Petition Arrearage

Treatment of Contractual Installment Payments (these payments must be made by the Trustee)

Unsecured Creditor	Type of Debt	Regular Monthly Payment	Lesser of payments remaining or plan length	Total Paid in Plan

5.3 Other Separately Classified Non-Priority Unsecured Claims. The Debtor proposes the following treatment:

Total payments, if any, made by the Trustee in Section 5.3:

5.4 Non-Priority Unsecured Claims Not Separately Classified. Allowed non-priority claims that are not separately classified will be paid pro rata. Payment of any dividend will depend on the amount of secured and priority claims allowed, payments to separately designated classes, and the total amount of all allowed unsecured claims. No payment will be made until unsecured priority claims are paid in full, and no payment will be made on scheduled claims unless a proof of claim is filed. The value as of the effective date of the plan of property to be distributed in 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 was liquidated in Chapter 7 of the Bankruptcy Code on that date.

Estimated distribution to unsecured creditors

The distribution to unsecured creditors will be **pro rata**. It will depend on the amount of the allowed claims and the amount actually paid by the Debtor.

5.5 Special Provisions Governing Student Loans. This Plan does not provide for discharge of a debtor's student loan obligation. Discharge of a student loan requires a separate adversary proceeding. The debtor shall be allowed to seek enrollment in any applicable income-driven repayment plan with the U.S. Department of Education and/or other student loan servicers, guarantors, etc., without disqualification due to the debtor's bankruptcy provided that the debtor otherwise qualifies for an income-driven repayment plan. If the debtor qualifies and enrolls in an income-driven repayment plan, the debtor shall notify the Chapter 13 Trustee within 30 days of the amount of such payment and of any subsequent change in that payment. It shall not be a violation of the automatic stay or confirmation order for an educational lender, servicer, or guarantor to send the debtor normal monthly statements regarding payments due and other communications including, without limitation, notices of late payment or delinquency.

Part 6: Executory Contracts and Unexpired Leases

6.1 Assumption and Rejection. The executory contracts and unexpired leases listed below are assumed and will be treated as specified in Section 5.1, 5.2, and/or 5.3. Any executory contract or unexpired lease not listed below, or not specifically listed in Part 5, is rejected.

Name of Executory Contract or Lease Holder	Description of Leased Property or Executory Contract	Disbursing Agent: Trustee, Debtor, Third Party. MUST BE CONSISTENT WITH § 5.1, 5.2 and/or 5.3

Part 7: Vesting of Property of the Estate

7.1 Property of the estate will vest in the Debtor upon entry of discharge.

Part 8: Non-Standard Provisions

8.1 Non-Standard Provisions. A non-standard provision is a provision not otherwise included above. Non-standard provisions are listed here and/or in Paragraphs 3.4 and 5.3. No creditor may act in any manner whatsoever to collect, offset, or setoff all or any part of a debt that is to be paid in this Plan, or that is otherwise treated in the Confirmed Plan, unless expressly permitted by the Bankruptcy Code or by further Order of the Court. By filing a proof of claim, a creditor accepts the treatment of the claim in the Confirmed Plan. In the event that a creditor receives funds on a claim treated in this Plan from sources other than provided by this Plan, the creditor must file an amended proof of claim within 30 days.

Total, if any, to be paid by the Trustee in Section 8.1

By signing below, I certify that the plan does not contain any non-standard provision other than as set forth in Sections 3.5, 5.3 and/or 8.1

Part 9: Signatures

The Debtor, by signing below further states that the Debtor will be able to make all payments and comply with all provisions of this Plan, based on the availability to the Debtor of the income and property the Debtor proposes to use to complete the Plan. This Plan complies with all applicable provisions of the Bankruptcy Code. Any fee, charge, or amount required to be paid prior to confirmation has been paid or will be paid prior to confirmation. The Plan has been proposed in good faith and not by any means forbidden by law.

Signature of Attorney for the Debtor

Signature of Debtor 1

Signature of Debtor 2 (if applicable)

Date

Date

Date

EXHIBIT A: LIQUIDATION ANALYSIS, COMPARISON, AND ESTIMATED DIVIDEND

Real Property

Value on Schedule A/B			
Less First Mortgage			
Less Other Lien(s)			
Less Claimed Exemption(s)			
Less 10% Costs of Sale			
Net Equity			

Motor Vehicles

Value on Schedule A/B				
Less Lien(s)				
Less Claimed Exemption(s)				
Less 10% Costs of Sale				
Net Equity				

Other Assets

				Everything Else
Property Value				
Less Lien(s)				
Less Claimed Exemption(s)				
Less 10% Costs of Sale				
Net Equity				

Unsecured Liabilities & Liquidation Comparison

Total Unsecured Claims on Schedules D, E/F	Outcome in Chapter 7	
Priority Claims on Schedule E/F	Total Net Equity	
Non-Priority Portions of Priority Claims on E/F	Less Chapter 7 Commission	
General Unsecured Claims on Schedule E/F	Less Chapter 7 Attorney's Fees	
Undersecured portions, if any, on Schedule D	Less Payment to Priority Claims	
Total Unsecured Claims	Amount Payable to Gen. Unsecured	
	Total General Unsecured Claims	
	Percentage Distribution in Ch. 7	

Outcome in Proposed Plan

Total Plan Payments	
Less Secured Claims in Part 3 paid by the Trustee	
Less Priority Claims in Part 4 paid by the Trustee	
Less Classified Unsecured Claims in Part 5 paid by the TE	
Less Non-Standard Claims in Part 8.1 paid by the Trustee	
Amount Payable to General Unsecured Claims	
Undersecured portions in Sections 3.4,3.5,3.6, 3.7, if any	
Total General, Non-Priority Unsecured Claims on Sch. E/F	
Total Unsecured and Undersecured, Non-Priority Claims	
Percentage Distribution in Chapter 13	

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF WEST VIRGINIA

Debtor 1:
Debtor 2:

Case No.:
S.D.W. Va.
Model Plan

Chapter 13 Plan

Part 1: Notices

To Creditors: Your rights may be affected by this plan. You should read this plan carefully and discuss it with your attorney if you have one. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must timely file an objection to confirmation. Objections by any party other than the Chapter 13 Trustee must be in writing and filed with the court **no later than fourteen days after the date first set for the section 341(a) meeting of creditors**, unless otherwise permitted by the court. If this proposed plan was not filed at least nine days before the date first set for the meeting of creditors, objections must be filed within twenty-three days from the issuance of the Clerk's notice of the confirmation hearing that accompanies this proposed plan, or amended plan, unless otherwise permitted by the court. The plan may be confirmed without further notice if no objection is timely filed.

This plan does not allow claims. The fact that your claim is classified herein does not mean that you will receive payment. To be paid a timely proof of claim must be filed.

Non-standard provisions, if any, are specifically set forth in Paragraphs 3.4, 5.3 and 8.1. Each section should be read to determine if your rights are affected by any proposed non-standard provisions. Limitation of a secured claim or its strip-off based on valuation under 11 U.S.C. § 506 and the avoidance of a security interest under 11 U.S.C. § 522(f) require a separate motion or adversary proceeding.

	Amended Plan: Only complete this section if this is an amended plan before confirmation
	Sections of the Plan that have been amended:
	Creditors affected by the amendment (list creditor name and proof of claim number (if known))

The Debtor has: ☐ Above the Applicable Median Income ☐ Below the Applicable Median Income

Debtor Claims to be Eligible for Discharge: ☐ Yes ☐ No

Joint Debtor Claims to be Eligible for Discharge: ☐ Yes ☐ No

For the purpose of this plan, use of "Debtor" includes both Debtors in a jointly filed case.

Part 2: Plan Payments and Length of Plan

If you have not paid the Chapter 13 filing fee, do you desire to have the Chapter 13 Trustee pay the filing fee from your first plan payment(s)? ☐ No ☐ Yes

Monthly income of the Debtor as stated on Schedule I, Line 12

Less reasonably necessary monthly living expenses of the Debtor and all monthly payments for which the Debtor will remain the disbursing agent

Income available to feasibly make monthly Chapter 13 plan payments

	The Debtor shall make plan payments as follows:	Total Length of Plan in Months:	
weekly for	\$0.00	months, totaling:	
bi-weekly for	\$0.00	months, totaling:	
semi-monthly for	\$0.00	months, totaling:	
monthly for	\$0.00	months, totaling:	
Other plan payment terms (e.g., "step" payments)			
Total Paid In ("Plan Base"):			\$0.00

Payroll Deduction Order. The Debtor shall make Plan payments to the Trustee through a wage withholding order unless otherwise exempted. The Debtor may file a motion with the court to directly make plan payments to the Trustee and explain why there is to be no wage withholding order in the case.

Debtor 1 (for payroll deduction)	Debtor 2 (for payroll deduction)
Employer:	Employer:
Address:	Address:
Address:	Address:
Tele:	Tele:
Deduction:	Deduction:

Other Property. In addition to the monthly plan payments proposed by the Debtor, the following additional property is dedicated to pay claims against the Debtor:

Income Tax Refunds - Check one. The Debtor will provide the Trustee with a copy of each income tax return filed during the term of the plan within 14 days of filing the return and will turn over to the Trustee all income tax refunds that are dedicated to the Plan within 30 days of receipt. The Debtor will:

- ☐ Dedicate all amounts over \$1,500 from all tax refunds to increase the gross base of the Chapter 13 plan
☐ Dedicate the entire amount of all tax refunds to increase the gross base of the Chapter 13 plan
☐ Other - Please explain

EFFECTIVE DATE FOR PLAN LENGTH. Plan payments shall commence not later than 30 days after the filing of the petition or the date of conversion from another chapter to Chapter 13. The amount of the monthly plan payment may be increased without notice at or before the confirmation hearing. The proposed plan length runs from:

- ☐ The date that the first plan payment is made pursuant to 11 U.S.C. 1326(a)(1)
☐ The effective date of confirmation with all pre-confirmation payments being dedicated to the plan

Total Payments Provided for in the Plan by Class

Analysis does not include any amounts not paid through the Trustee in the Plan

Class:	3.2 Cure & Maintain Secured Debts	\$	
	3.3 to 3.4 Modification of Secured Debts	\$	
	3.5 Valuation of Secured Debts	\$	
	3.6 Certain Unavoidable Liens	\$	
	4.2 Trustee's Fees	\$	
	4.3 Attorney's Fees	\$	
	4.4 to 4.5 DSOs and Priority Debts	\$	
	5.2 to 5.3 Cure & Maintain Unsecured Debts	\$	
	5.4 General Unsecured Debts	\$	
	8.1 Non-Standard Treatments	\$	
	Total Paid Out of Plan Base		

Secured Claims. Each holder of an allowed secured claim, which is paid in full during the life of the plan and for which the collateral is not surrendered, shall retain the lien securing the claim until the earlier of: (1) payment of the underlying debt as determined under non-bankruptcy law; or (2) discharge. Should this case be dismissed or converted before the plan is completed, the lien securing an allowed secured claim shall be retained by the holder to the extent recognized by non-bankruptcy law. If relief from the automatic stay is ordered as to any item of collateral listed below, then the Trustee is authorized to cease all payments to the secured creditor.

Adequate Protection Payments. Unless otherwise ordered, if a secured creditor is being paid through the Trustee, then all Section 1326(a)(1) adequate protection payments shall be made through the Trustee in the amount set forth in this Proposed Plan. The Trustee is not obligated to make any pre-confirmation adequate protection payments to a secured creditor until that creditor files a proof of claim.

3.1 Direct Payments Made by the Debtor on Secured Debts. The Debtor is not in arrears on the secured debts listed below and will directly maintain the current contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rule.

Claim No. (if known)	Secured Creditor	Collateral	Current Installment Payment	Number of Payments Remaining

3.2 Cure of Arrearage and Maintenance of Payments. Any existing arrearage will be paid in full by the Trustee at 0% interest unless otherwise indicated. The Trustee will maintain the contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rule. The amount of the arrearage and on-going payment listed in a creditor's timely filed and allowed claim controls over the amount listed below and such a creditor need not object to confirmation on the basis that this proposed plan does not accurately reflect the creditor's proof of claim.

Claim No. (if known)	Secured Creditor	Collateral	Pre-Petition Arrearage

Treatment of Contractual Installment Payments (these payments must be made by the Trustee)

Secured Creditor	Collateral	Current Monthly Payment	Lesser of Payments Remaining or Plan Length	Total Paid in Plan

3.3 Secured Claims Excluded from 11 U.S.C. 506. 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. Claims that are modified in a Chapter 13 plan must be paid through the Chapter 13 Trustee. The Trustee may pay the interest, secured principal and arrearage amount on an amortized basis over the life of the plan, and, thus, the total amount of interest may vary from the amount calculated. Unless otherwise ordered by the court, the claim amount stated in a timely filed proof of claim controls over any contrary amount listed below, otherwise, the amount listed below controls. The amounts listed in a creditor's timely filed and allowed claim controls over the amount listed below and such a creditor need not object to confirmation on the basis that this proposed plan does not accurately reflect the creditor's proof of claim. Payment of a claim described in the final paragraph of section 1325(a) of the Bankruptcy Code may be listed here.

Claim No. (if known)	Secured Creditor	Collateral	Total Owed Including Arrearage	Interest Rate	90 Days Unpaid Interest + Principal	Total Paid in Plan

3.4. Other Treatment of Secured Claims. The Debtor proposes the following treatment:

Total Paid in the plan by the Trustee in Section 3.4

3.5 Secured Claims that are Subject to a Separate Motion or Adversary Proceeding Based on Valuation. This Plan does not value claims. To value a claim pursuant 11 U.S.C. 506, the Debtor must file and serve a separate motion pursuant to Fed. R. Bankr. P. 3012, 7004, 9014(b), or, as applicable, file an adversary proceeding under Fed. R. Bankr. P. 7001, or submit an agreed order to the Court resolving value. The information provided below is for information purposes only, and the Debtor's valuation stated herein is subject to change, without the need to modify the plan, based on the resolution of any motion or adversary proceeding, or pursuant to the terms of an agreed order regarding valuation. The amount of the creditor's claim in excess of the Debtor's valuation for the collateral shall be treated with other general unsecured claims and paid pro rata provided that the creditor timely files a proof of claim. If an order is entered treating the claim as wholly unsecured then the creditor's lien will be avoided pursuant to 11 U.S.C. 506.

Claim No. (if known)	Creditor	Collateral	Amount Owed	Debtor's Valuation	Interest Rate	90 Days Interest + Principal	Total Paid in Plan

3.6 Lien Avoidance. This plan does not avoid judicial liens or nonpossessory, nonpurchase money security interests under 11 U.S.C. 522(f). To avoid such liens, the Debtor must file and serve a separate motion on the affected creditor(s) pursuant to Fed. R. Bankr. P. 7004 and 9014(b). The Debtor may at a later date seek to avoid a judicial lien held by a creditor not listed below. The information provided below is for information purposes only, and the information provided is subject to change, without the need to modify the plan, based on the resolution of the Debtor's motion to avoid lien. The monthly payment amount and the duration of payments are subject to the Trustee's discretion. The amount of the creditor's avoided lien, if any, shall be treated with other general unsecured claims and paid pro rata provided that the creditor timely files a proof of claim. The Debtor discloses the intention to avoid liens held by the following creditors:

Claim No. (if known)	Creditor	Collateral/ Face Value Of Lien	Estimated Remaining Lien Value	Interest Rate	90 Days Interest + Principal	Total Paid in Plan

3.7 Surrender or Sale of Collateral. For property the Debtor proposes to sell, a separate motion and proposed order must be filed which provide the details of the sale. Court approval must be obtained for the hire and use of a professional to sell property. After the payment of secured debts and the costs of sale, all net proceeds shall be paid to the Trustee for distribution. Property to be sold by the Debtor that is not sold in the applicable time period listed below will be surrendered to the creditor unless the Trustee or Debtor requests additional time, or unless the Debtor modifies the plan to retain the collateral and cure existing defaults. A secured creditor entitled to a deficiency claim must file that claim within 90 days of the date of confirmation or entry of an Order granting relief from stay, within 90 days of the date that the real or personal property is surrendered, or within 30 days of a sale that is conducted by the Debtor, unless otherwise ordered by the Court. Any allowed unsecured claim resulting from the disposition of the collateral will be paid pro rata with all other general unsecured claims. The Debtor requests that upon confirmation of this plan the stay under 11 U.S.C. 362(a) and 1301 be terminated with respect to surrendered collateral. This request is not a motion, is not governed by 11 U.S.C. 362(d) or (e), and no fee is owed.

Claim No. (if known)	Creditor	Collateral	Amount Owed	Debtor's Valuation / Amount Secured	Indicate if Surrender or Sale	Time to Complete Sale, if Applicable

Part 4: Treatment of Fees and Priority Claims

4.1 General. Unless the holder of a priority claim agrees to different treatment, Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in Section 4.4.1, will be paid in full without post-petition interest. Any agreement for different treatment should be formalized in a joint stipulation between the priority creditor and the Debtor and be filed with the Court.

4.2 Trustee's Fees. The Trustee's fee is governed by statute and may change during the course of the case. The Trustee's fee is estimated to be 10% of the Total Plan Base.

Total Plan Base as stated in Part 2 :	\$0.00
Total Plan Estimated Trustee's Fees:	\$0.00

4.3 Attorney's Fees. After a Debtor's Chapter 13 plan is confirmed, the Chapter 13 Trustee shall pay all outstanding attorney's fees concurrently with any secured debt payments and any domestic support obligation that is to be paid by the Trustee; provided, however, that funds are to be applied first to long term mortgage debts paid through the Trustee, second to equal monthly payments to other secured creditors, third to domestic support creditors, and only then to attorney's fees. Attorney's fees are to be paid, in full, before any plan payment is applied to an arrearage claim or before payment is applied to any other priority or unsecured debt.

Total attorney's fee	\$0.00
Amount received pre-petition	\$0.00
Amount to be paid in the plan by the Trustee	\$0.00

4.4 Domestic Support Obligations. If the Debtor has domestic support obligations, use only the initials of minor children and do not list confidential information.

Proof of Claim # (if known)

Name & Address of Claimant or Agency:

Estimated DSO arrearage to be paid in the Plan	\$0.00
Payment amount for on-going monthly DSO obligations if paid by the Trustee	\$0.00

Lesser of Plan length or remaining monthly payments

Total amount paid in the Plan by the Trustee as a Class 4.4 Claim	\$0.00
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4.4.1 Domestic Support Obligations Assigned or Owed to A Governmental Unit and Paid Less than the Full Amount. The allowed priority claims listed below are based on a domestic support obligation that has been assigned 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 Part 2 be for a term of 60 months.

Claim No. (if known)	Creditor	Amount Owed	Amount Paid in Plan

4.5 Other Priority Claims as Defined by 11 U.S.C. 507.

Claim No. (if known)	Creditor	Type of Priority	Amount Paid in Plan

4.6 Direct Payments on Priority Debts. The Debtor will maintain current installment payments on the priority unsecured debts listed below.

Claim No. (if known)	Creditor	Type of Priority	Monthly Payment	Total Payments Remaining

Part 5: Treatment of Non-Priority Unsecured Claims

5.1 Direct Payments Made by the Debtor on Unsecured Debts. The Debtor is not in arrears on the unsecured debts listed below and will directly maintain the current contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rules.

Claim No. (if known)	Unsecured Creditor	Type of Debt (e.g., student loan, co-debtor claims, executory contracts, unexpired leases, etc.)	Monthly Payment	Number of Payments Remaining

5.2 Maintenance of Payments and Cure of any Defaults on Unsecured Claims. Any existing arrearages will be paid in full by the Trustee at 0% interest unless otherwise indicated. The Trustee will maintain the contractual installment payments, with any change required by the applicable contract that is noticed in conformity with any applicable rule. Unless otherwise ordered by the court, the amount listed on a timely filed proof of claim controls over any amounts listed below as to the current installment payment and arrearage. A creditor need not object to confirmation on the basis that this proposed plan does not accurately reflect the creditor's proof of claim. In the absence of a contrary timely proof of claim, the amount stated below is controlling. If relief from the automatic stay is ordered as to any of the debts listed below, then the Trustee is authorized to cease all payments to the unsecured creditor.

Claim No. (if known)	Unsecured Creditor	Type of Debt (e.g., student loan, co-debtor claims, executory contracts, unexpired leases, etc)	Pre-Petition Arrearage

Treatment of Contractual Installment Payments (these payments must be made by the Trustee)

Unsecured Creditor	Type of Debt	Regular Monthly Payment	Lesser of payments remaining or plan length	Total Paid in Plan

5.3 Other Separately Classified Non-Priority Unsecured Claims. The Debtor proposes the following treatment:

Total Paid in the plan by the Trustee in Section 5.3

5.4 Non-Priority Unsecured Claims Not Separately Classified. Allowed nonpriority claims that are not separately classified will be paid pro rata. Payment of any dividend will depend on the amount of secured and priority claims allowed, payments to separately designated classes, and the total amount of all allowed unsecured claims. No payment will be made until unsecured priority claims are paid in full, and no payment will be made on scheduled claims unless a proof of claim is filed. The value as of the effective date of the plan of property to be distributed in 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 was liquidated in Chapter 7 of the Bankruptcy Code on that date.

Estimated distribution to unsecured creditors	\$0.00
Estimate dividend on unsecured claims	\$0.00

5.5 Special Provisions Governing Student Loans. This Plan does not provide for discharge of a debtor's student loan obligation. Discharge of a student loan requires a separate adversary proceeding. The debtor shall be allowed to seek enrollment in any applicable income-driven repayment plan with the U.S. Department of Education and/or other student loan servicers, guarantors, etc., without disqualification due to the debtor's bankruptcy provided that the debtor otherwise qualifies for an income-driven repayment plan. If the debtor qualifies and enrolls in an income-driven repayment plan, the debtor shall notify the Chapter 13 Trustee within 30 days of the amount of such payment and of any subsequent change in that payment. It shall not be a violation of the automatic stay or confirmation order for an educational lender, servicer, or guarantor to send the debtor normal monthly statements regarding payments due and other communications including, without limitation, notices of late payment or delinquency.

Part 6:

Executory Contracts and Unexpired Leases

6.1 Assumption and Rejection. The executory contracts and unexpired leases listed below are assumed and will be treated as specified in Section 5.1, 5.2, and/or 5.3. Any executory contract or unexpired lease not listed below, or not specifically listed in Part 5, is rejected.

Name of Executory Contract or Lease Holder	Description of Leased Property or Executory Contract

Part 7:

Vesting of the Property of the Estate

7.1 Property of the estate will vest in the Debtor upon entry of Discharge.

Part 8:

Non-Standard Provisions

8.1 Non-Standard Provisions. A non-standard provision is a provision not otherwise included above. Non-standard provisions are listed here and/or in Paragraphs 3.4 and 5.3.

Total, if any, to be paid by the Trustee in Section 8.1

By signing below, I certify that the plan does not contain any non-standard provision other than as set forth in Sections 3.5, 5.3 and/or 8.1.

Part 9: Signatures

The Debtor by signing below further states that the debtor will be able to make all payments and comply with all provisions of the Plan, based upon the availability to the Debtor of the income and property the Debtor proposes to use to complete the Plan. This Plan complies with all applicable provisions of the Bankruptcy Code. Any fee, charge, or amount required to be paid prior to confirmation has been paid or will be paid prior to confirmation. The Plan has been proposed in good faith and not by any means forbidden by law.

Signature of Attorney for the Debtor

Date

Signature of Debtor 1

Date

Signature of Debtor 2 (if applicable)

Date

EXHIBIT A: LIQUIDATION ANALYSIS, COMPARISON, AND ESTIMATED DIVIDEND

Real Property	Property 1	Property 2	Property 3
Value on Schedule A/B			
Less First Mortgage			
Less Other Lien(s)			
Less Claimed Exemption(s)			
Less 10% Costs of Sale	\$0	\$0	\$0
Net Equity	\$0	\$0	\$0

Motor Vehicles	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
Value on Schedule A/B					
Less Lien(s)					
Less Claimed Exemption(s)					
Less 10% Costs of Sale	\$0	\$0	\$0	\$0	\$0
Net Equity	\$0	\$0	\$0	\$0	\$0

Other Assets	Item 1	Item 2	Item 3	Item 4	Everything Else
Property Value					
Less Lien(s)					
Less Claimed Exemption(s)					
Less 10% Costs of Sale	\$0	\$0	\$0	\$0	\$0
Net Equity	\$0	\$0	\$0	\$0	\$0

Unsecured Liabilities & Liquidation Comparison

Total Unsecured Claims on Schedules D, E/F		Outcome in Chapter 7	
Priority Claims on Schedule E/F		Total Net Equity	\$0
Non-Priority Portions of Priority Claims on E/F		Less Chapter 7 Commission	\$0
General Unsecured Claims on Schedule E/F		Less Chapter 7 Attorney's Fees	\$0
Undersecured portions, if any, on Schedule D		Less Payment to Priority Claims	\$0
Total Unsecured Claims	\$0	Amount Payable to Gen. Unsecured	\$0
		Total General Unsecured Claims	\$0
		Percentage Distribution in Ch. 7	#DIV/0!

Outcome in Proposed Plan

Total Plan Payments	\$0.00
Less Secured Claims in Part 3 paid by the Trustee	\$0.00
Less Priority Claims in Part 4 paid by the Trustee	\$0.00
Less Classified Unsecured Claims in Part 5 paid by the TE	\$0.00
Less Non-Standard Claims in Part 8.1 paid by the Trustee	\$0.00
Amount Payable to General Unsecured Claims	\$0.00
Undersecured portions in Sections 3.4,3.5,3.6, 3.7, if any	
Total General, Non-Priority Unsecured Claims on Sch. E/F	\$0.00
Total Unsecured and Undersecured, Non-Priority Claims	\$0.00
Percentage Distribution in Chapter 13	#DIV/0!