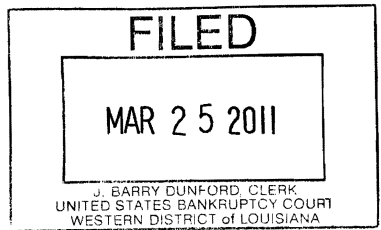


**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT AND MONROE DIVISIONS**



**STANDING ORDER REVISING UNIFORM PLANS OF REPAYMENT
AND POST-CONFIRMATION AMENDED PLANS FOR CHAPTER 13
CASES FILED IN THE SHREVEPORT DIVISION
OF THE WESTERN DISTRICT OF LOUISIANA**

On December 11, 2007, a Standing Order was entered implementing Uniform Plans of Repayment and Amended Plans for Chapter 13 cases file in the Shreveport and Monroe Divisions of the Western District of Louisiana (WDLA). The Shreveport and Monroe Divisions of the WDLA have been utilizing those Uniform Plans put into place by that Standing Order since its effective date of January 1, 2008. Those Uniform Plans have eliminated the waste of counsel time and court time complained of in that Standing Order. There have as of date been no revisions to those Uniform Plans, and the courts and counsel utilizing same have determined that even though the original Uniform Plans have accomplished a lot that same can be improved. Work began almost the day after the effective date of January 1, 2008, to revise the Uniform Plans. Many proposed revisions have been drafted and circulated to various members of the Bankruptcy Bar and much time has been expended on discussions of those proposed revisions and drafts. As of the close of calendar year 2010, the parties that had been working on the revisions to the Uniform Plans had arrived at a work product that they all thought was worthy of being adopted as an approved Revision to those Uniform Plans that went into effect January 1, 2008.

On February 1, 2010, a General Order was entered that was signed by all three of the Bankruptcy Judges of the WDLA. One of the mandates of that General Order was that all of the Monroe Division Chapter 13 cases filed or chapter 7 cases converted to chapter 13 on or after February 1, 2010, would be assigned to Judge Henley A. Hunter, and all pending Monroe Division Chapter 13 cases would be assigned to Judge Hunter effective March 29, 2010. Presently Judge Hunter is the presiding judge of all of the Monroe Chapter 13 cases other than those that recusal orders have been entered assigning specific Monroe Division Chapter 13 cases to another presiding judge.

On March 5, 2010, a Uniform Order was entered that was signed by all three of the Bankruptcy Judges of the WDLA. This Uniform Order set forth a number of mandates regarding uniformity of fees charged in Chapter 13 cases District wide. This Uniform Order referenced "Addendums" in its title, but nothing in the body of the Order addresses Addendums. In that Standing Order of December 11, 2007, where the Uniform Plans were adopted for the Shreveport and Monroe Divisions of the WDLA, Fee Addendums were described as the pleading filed in support of those legal fees requested by debtor's counsel in the Uniform Plans. In fact not all Divisions of the WDLA used such Fee Addendums and the Uniform Order of March 5, 2010, was, therefore, silent at to same. Subsequent to the March 5, 2010, Uniform Order it became necessary for the Shreveport Division of the WDLA to revise the Fee Addendum that was then being used to bring same in compliance with the District wide Uniform Order of March 5, 2010. In order to eliminate any future confusion such revised Fee Addendum should be made part and parcel of this Standing Order.

The foregoing considered:

IT IS ORDERED that commencing May 1, 2011, Debtors' counsel practicing in the Shreveport Division of the Western District of Louisiana shall be required to use the following Uniform Pleadings:

- (A) **2011 REVISED UNIFORM CHAPTER 13 PLAN** (2011 Plan) and **2011 REVISED UNIFORM CHAPTER 13 PLAN SUMMARY** (2011 Plan Summary). The 2011 Plan Summary is the first six pages of the 2011 Plan. The 2011 Plan and the 2011 Plan Summary shall be filed as two (2) separate CM/ECF documents and the Bankruptcy Noticing Center (BNC) will notice out the 2011 Plan Summary, provided same is kept to no more than six (6) pages. Debtors' Counsel will continue to file the **ADDENDUM TO CHAPTER 13 PLAN APPLICATION AND NOTICE FOR ATTORNEY FEES** (Fee Addendum) which is referred to in the 2011 Plan Summary as being filed in support of the legal fees requested in same. The 2011 Plan is attached hereto and marked **Exhibit A**, the 2011 Plan Summary is attached hereto and marked **Exhibit B** and the 2011 Fee Addendum is attached hereto and marked **Exhibit C**.
- (B) **2011 REVISED UNIFORM POST-CONFIRMATION AMENDED CHAPTER 13 PLAN** (2011 P-Con Amended Plan) and **2011 REVISED UNIFORM POST-CONFIRMATION AMENDED CHAPTER 13 PLAN SUMMARY** (2011 P-Con Amended Plan Summary). The Debtors' counsel usually notice all amended Plans and counsel will be allowed to file the complete 2011 P-Con Amended Plan as one CM/ECF document and then file the first six (6) pages of same (or however many pages the Plan Summary actually is) as the 2011 P-Con Amended Plan Summary as a second CM/ECF document and then notice only the Summary to the required creditors and parties in interest. The 2011 P-Con Amended Plan is attached hereto and marked **Exhibit D** and the 2011 P-Con Amended Plan Summary is attached hereto and marked **Exhibit E**.

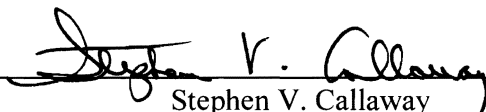
IT IS FURTHER ORDERED that 11 USC §1323(b) and §1329(b)(2) will be strictly enforced and no "piece meal" or "partial" modified plans will be allowed or considered for confirmation. All plans filed shall be complete four corner plans that stand on their own and do not rely on provisions of previously filed plans to make them complete.

IT IS FURTHER ORDERED that because uniformity is the desired goal that substantive changes in the 2011 Plan and 2011 P-Con Amended Plan will not be allowed. It is possible that special needs will exist in unique cases where it is necessary to revise, amend or supplement Section III or IV of the 2011 Plan or the 2011 P-Con Amended Plan. If such a special need arises and counsel does make any revisions, amendments or supplements to Sections III or IV of the 2011 Plan or 2011 P-Con Amended Plans, then those revisions, amendments or supplements shall be noticed to the creditors or parties in interest impacted by same and that Notice shall, at a minimum, consist of a concise summary of the revisions, amendments or supplements being set forth in the noticed Summary of the 2011 Plan or the noticed Summary of the 2011 P-Con Amended Plan and such concise summary shall be set out on the Cover Sheet of the Summary in an area to be noted: **Special Provisions and/or Changes to Sections III or IV of the Model Plan:**

IT IS FURTHER ORDERED that non-compliance with this Standing Order will result in fees for debtors' counsel either being denied or reduced and confirmation of any non-compliant plan being

denied under 11 USC §1325(a)(1) and §105(a).

ORDER READ AND SIGNED in Chambers in Shreveport, Louisiana, on this 25 day of March, 2011.


Stephen V. Callaway
Bankruptcy Judge
United States Bankruptcy Court
Western District of Louisiana

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

IN RE: **John A. Doe**
Jane A. Doe
Debtor(s)

:
:
:

Case No: 10-12345
Chapter 13

CHAPTER 13 PLAN

*DEBTOR'S PLAN OF REPAYMENT; PLAN SUMMARY;
PROPOSED ADEQUATE PROTECTION; and REQUEST FOR VALUATION OF SECURITY*

Monthly Plan Payment.....	\$1,250
Estimated Term (<i>See Sections I(A) & III(C)(9)</i>).....	60 Months
Method Of Payment.....	Payroll Deduction
Above Or Below Median Income.....	Below Median
Attorney Compensation (Standard Fee Or Fee Application).....	Standard Fee
Amount To Be Paid To Non-Priority Unsecured Creditors (<i>See Sections II(8) & III(C)(10)</i>).....	\$4,295.45
First Payment Due Date.....	June 12, 2010

Additional Payments to Trustee: **NONE**

Special Provisions and/or Changes to Section(s): **NONE**

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA**

SHREVEPORT DIVISION

IN RE: John A. Doe : Case No: 10-12345
Jane A. Doe : :
Debtor(s) : Chapter 13

PLAN SUMMARY AND NOTICE

This pleading is a Bankruptcy Rule 3015(d) Summary and Notice of a Chapter 13 Plan of Repayment filed by the above captioned debtor(s) (the term debtor herein refers to both single and joint debtors). This six page document is only a summary and a portion of the complete plan. In all instances the complete plan and terms and conditions set forth therein shall be controlling. The complete plan and an Addendum to Chapter 13 Plan-Application And Notice For Attorney Fees states an amount for services rendered or to be rendered and expenses advanced or to be advanced by counsel for debtor, or the method of determining same. These pleadings may be viewed and printed by logging on to PACER at www.lawb.uscourts.gov. To obtain a password, you may register at <http://pacer.psc.uscourts.gov> or call PACER Service Center at 1-800-676-6856. The summary of the contents of the plan filed by debtor is as follows: Debtor’s *PLAN OF REPAYMENT* PURSUANT TO 11 U.S.C. §§1321, 1322, 1322 AND 1325; *PROPOSED ADEQUATE PROTECTION* PURSUANT TO 11 U.S.C. §361; and debtor’s *REQUEST FOR VALUATION OF SECURITY*; pursuant to 11 U.S.C. §506 and Bankruptcy Rule 3012:

I. PAYMENTS BY DEBTOR TO TRUSTEE, PAYMENTS BY DEBTOR DIRECTLY TO CREDITORS AND SECURED CREDITOR DEBT SATISFIED BY SURRENDER:

(A) Debtor will make monthly payments to the Chapter 13 Trustee in the amount of **\$1,250.00** over an estimated term of **60 months**, with the first payment being due on **June 12, 2010**, until all payments have been made or until all proposed disbursements have been made, whichever occurs earlier. The payments will be made by: **Payroll Deduction**. It is the responsibility of Debtor to make the monthly payments to the Trustee. If payroll deduction is the chosen method of payment, the Debtor will pay the Trustee all payments that come due until the payroll deduction is full in place, and will pay to the Trustee any sums on a monthly basis that come due and are not paid by payroll deduction.

(B) ADDITIONAL SUMS DEBTOR WILL REMIT TO THE CHAPTER 13 TRUSTEE:

(Place an “X” on the one that applies)

- NONE
- 50% of the net recovery from all personal injury and litigious claims that are properly scheduled and are received by debtor prior to completion of the plan.
- Other: _____ *(Describe, if applicable)* _____ received by debtor prior to completion of the plan.

(C) DEBTOR WILL PAY THESE CREDITORS DIRECTLY OR SATISFY CLAIM BY SURRENDER OF COLLATERAL:

(1) DEBTOR WILL PAY MORTGAGES(S) ON PRINCIPAL RESIDENCE/REAL PROPERTY:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Monthly Payment</u>	<u>To Be Paid Beginning</u>
Chase Home Mortgage	2 nd Mortgage on 386 W. Lee Bossier City, LA	\$179.00	June 2010

EXHIBIT A

(2) DEBTOR WILL PAY OTHER NON-PRINCIPAL RESIDENCE & NON-LEASE DIRECT PAYMENT(S) INCLUDING DIRECT PAY OR PAYROLL DEDUCTED SUPPORT OBLIGATIONS:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Monthly Payment</u>	<u>To Be Paid Beginning</u>
NONE			

(3) AS SOON AS POSSIBLE AFTER PLAN CONFIRMATION DATE, DEBTOR WILL SURRENDER PROPERTY TO SECURED CREDITOR TO SATISFY CREDITOR'S SECURED CLAIM:

<u>Creditor</u>	<u>Collateral/Property to be Surrendered</u>
NONE	

(4) DEBTOR WILL PROVIDE FOR/PAY THE FOLLOWING LEASE/RENTAL/EXECUTORY CONTRACTS:

(a) Assumed and debtor will pay:

<u>Creditor</u>	<u>Description of Property</u>	<u>Regular Payment</u>	<u># Mos. Left on Orig. Contract</u>	<u>Arrears/Cure Amount</u>	<u>Remaining Reg. Pays. W/Cure Pays. & Term</u>
A-One Rental	52" Sony LCD TV	\$96.50	18	\$289.50	\$144.75 Mos. 1-6 (Begin June 2010)& \$96.50 mos. 7-18 (Begin Dec. 2010)

(b) Rejected and to be surrendered as soon as possible after plan confirmation date & §362(a) Stay Lifted:

<u>Creditor</u>	<u>Description of Leased Property to be Surrendered</u>
NONE	

II. CLASSIFICATION/RANK OF CLAIMS DISBURSED BY TRUSTEE: The Chapter 13 Trustee shall make disbursements on the following claims only in the order and rank set forth herein. Claims are numerically ranked in classes and sub-classes. Sub-classes in the same numerical class shall be treated concurrently. The Trustee shall not make disbursements to any inferior ranked class until all accrued amounts due within a specific superior class have been paid in full. All amounts due within a specific class shall be paid *pro rata* concurrently before any distribution to a lower class. In the event the Trustee does not have sums sufficient to pay all concurrently ranked claims their full accrued monthly amounts, the Trustee shall disburse the funds available to the claimants of equal rank *pro rata* based on their stated monthly payment amount. If no monthly payment amount is stated then the *pro rata* disbursements shall be based on the total claim amounts.

(A) TRUSTEE'S FEE AND FILING FEE: Before each payment to debtor's counsel and creditors and prior to the disbursements set forth in II(B) the Trustee shall disburse pursuant to 11 U.S.C. §1326(b)(1) & (2) the following administrative-priority claims provided for under 11 U.S.C. §507(a)(1)(C) & (2).

(1) TRUSTEE'S FEE: The Trustee shall withhold from all payments received up to 10%.

(2) UNPAID FILING FEES: NONE

(B) TRUSTEE DISBURSEMENTS ON CREDITOR CLAIMS, ADMINISTRATIVE CLAIMS

AND CLASSIFICATION/RANKING:

(1) ADEQUATE PROTECTION PAYMENTS AND ALLOWED ADMINISTRATIVE CLAIMS DISBURSED BEFORE THE PERIODIC-EQUAL MONTHLY PAYMENTS REQUIRED TO SECURED CREDITORS' CLAIMS (Class 1):

(a) **Continuing Adequate Protection Payments per 11 U.S.C. §361 (See Section III(C)(I)):** Payments made to creditor(s) shall continue until the secured claim(s) provided for in the later class is fully paid and shall be deducted from the Total Payment amount therein reflected.

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly A.P. Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
GMAC	2008 Toyota Corolla	\$232.00	Until II(B)(3)(a) or (b) secured claim paid	II(B)(3)(a) or (b) Total Payment

(b) **Allowed Debtor's Attorney's Administrative Expense Claims Including Attorney's Fees and Expenses Under 11 U.S.C. §§ 330, 331, 503(b), 507(a)(2) & 1326(b)(1).** An *Addendum To Chapter 13 Plan Application And Notice For Attorneys Fees* setting forth how that administrative claim is determined is being contemporaneously filed, and same is notice through this Plan Summary. If no objections to same are timely filed, same may be approved at the Confirmation Hearing or at a later Fee Hearing. Counsel reserves the right to withdraw the herein stated election up to Confirmation Hearing, and if such election is then withdrawn one of the options contained *Addendum* must then be elected. The Fee Addendum filed indicates counsel request:

COUNSEL ELECTS THE STANDARD "NO LOOK FEE" OF \$2,800.00

COUNSEL ELECTS TO FILE A FORMAL FEE APPLICATION

For accounting purposes the Trustee shall assume that the approved Debtor's Attorney's Administrative Expense Claim will be a minimum of \$2,800 and shall set aside and suspend payment of that sum as set forth below until Court Approval is granted, and then disburse those suspended sums and thereafter any other approved amounts as set forth below.

The approved fees and expenses of Debtor's counsel shall be paid by the Trustee in monthly disbursements in the amounts set forth as follows:

(i) **\$943.00** per month for the first **two (2)** months for a total of **\$1,886.00**. *The monthly payment herein is calculated by subtracting the monthly Trustee disbursements in II(A)(1) & (2) and the monthly adequate protection payments in II(B)(1)(a) from the monthly plan payment in I(A).*

(ii) After the disbursements of II(B)(1)(b)(i) have been made, the remaining balance of these fees, **\$914.00** plus any additional fees awarded to counsel for debtor shall be paid in monthly disbursements in the amount of **\$375.00** each until the allowed administrative claims are paid in full. *The monthly payment herein is calculated by subtracting the monthly Trustee disbursements in II(A)(1) & (2), the monthly adequate protection payments in II(B)(1)(a) and the monthly mortgage payment in II(B)(2)(b) from the monthly plan payment in I(A).*

(2) REMAINING ADMINISTRATIVE CLAIMS & CLAIM(S) SECURED BY REAL PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE (Class 2):

(a) **Other Administrative Expenses:**

<u>Holder</u>	<u>Nature of Claim</u>	<u>Monthly Payment</u>	<u>Total Payment</u>
NONE			

EXHIBIT A

(b) Secured by Real Property that is the Debtor's Principal Residence per §1322(b)(2). Payments or Other Treatment under §§1322(b)(5) & 1325(a)(5). Any payments not provided for in this class shall be paid as "Administrative Delay Payments." (See Section II(B)(4)(a) & III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Date Payments Begin</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. on 386 W. Lee, Bossier City, LA	\$568.00	57	Sept. 2010	\$32,376.00

(3) CLAIMS SECURED BY MOVABLE PROPERTY OR REAL PROPERTY WHERE §1322(b)(2) IS NOT APPLICABLE (Class 3): Secured creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment column (See Section III(A)(4)) (If a creditor receives the II(B)(1)(a) Adequate Protection Payments, then the "Average Payment" shown here will be the amount shown, less the adequate protection payment paid in each disbursement):

(a) Secured Creditors--11 U.S.C. §506 Not Applicable (PMSI on "910" motor vehicle or 1-year for any other thing of value):

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated PMSI Amount</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
GMAC	2008 Toyota Corolla	\$17,687.06	10% over 46 months= \$464.47 per month	\$21,365.84

(b) Secured Creditors--11 U.S.C. §506 Is Applicable:

<u>Creditor</u>	<u>Collateral</u>	<u>Value / Claim Amt.</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
Tower Loan of Bossier	Misc. HHG's	\$1,280.06	8% over 46 mos.= \$31.25 per month	\$1,500.00

(4) CURE OF DEFAULTS & ADMINISTRATIVE DELAY PAYMENTS UNDER §1322(B)(3) and/or (5). (Class 4):

(a) Cure for Administrative Delay Payments under §1322(b)(3) and/or (b)(5) (See Section III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. On 386 W. Lee, Bossier City, LA	\$586.00	3	\$1,704.00

(b) Cure of Defaults (Pre or Post-Petition) under §1322(b)(3) and/or (b)(5):

<u>Creditor</u>	<u>Collateral</u>	<u>Amount of Arrears</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. On 386 W. Lee, Bossier City, LA	\$6,258.71 (pre-petition)	\$6,258.71
Chase Home Mortgage	2 nd Mtg. On 386 W. Lee, Bossier City, LA	\$200 (pre-petition)	\$200.00

(5) DOMESTIC SUPPORT OBLIGATION (DSO) ARREARS (Class 5):

<u>DSO Obligation Holder and/or Assignee</u>	<u>Nature of Claim</u>	<u>Total Payment</u>
NONE		

(6) OTHER UNSECURED PRIORITY CLAIMS INCLUDING TAX CLAIMS (Class 6):

Creditor
NONENature of ClaimTotal Payment

(7) SPECIAL, CO-SIGNED AND/OR NONDISCHARGEABLE CLAIMS NOT PROVIDED FOR IN II(B)(8) (Class 7). Creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment (P & I) column:

<u>Creditor</u>	<u>Nature of Debt</u>	<u>Amount to be Paid</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
NONE				

(8) NON-PRIORITY GENERAL UNSECURED CLAIMS (Class 8): All other allowed general non-priority unsecured claims shall be paid a total of **\$4,295.45** to be distributed *pro rata* based on their claim amount. The amount to be disbursed to the non-priority general unsecured creditors may be adjusted only as set forth in *III (C)(10)*.

NOTICE - ATTENTION: YOUR RIGHTS MAY BE AFFECTED - NOTICE

This pleading seeks relief under the Bankruptcy Code and complies with and is being noticed pursuant to Bankruptcy Rule 2002, 2016, 3012, 3013, 3015 and 4001. A notice document is being sent with this pleading setting a confirmation hearing on debtor's plan, and an *Addendum to Chapter 13 Plan-Application And Notice For Attorney Fees* has been filed in the record of this case and may be reviewed by logging onto PACER. This confirmation hearing shall also be the hearing on debtor's request for valuation, *See Section II(B)(3) above*, and compensation for debtor's attorney, *See Section II(B)(1)(b) above*. Provided no change of circumstances during the term of the plan, the "value", once determined shall be a "res judicata" determination and all parties shall be bound by such valuation. Additionally, if *I(B)* provides for payment to the Trustee of fifty percent (50%) of the net recovery from all personal injury and litigious claims, confirmation of this plan shall authorize the Trustee to accept such amount in full satisfaction of the estate's interest in such claim(s) and shall be deemed approval of any subsequent settlement and/or compromise

Objections to the debtor's plan, proposed valuation or compensation for debtor's counsel must be in writing and must be filed with the court and served on the debtor, debtor's counsel and the trustee at least seven (7) 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 debtor's counsel administrative claims for services rendered and reimbursement of advanced expenses. Counsel for debtor reserves the right to request additional fees b fee application for services exceeding any amounts set forth herein.

PLAN & SUMMARY DATE: **MAY 11, 2010**

MO, LARRY & CURLY

/s/ John A. Doe

Debtor: John A. Doe Date Signed: **May 11, 2010**

/s/ Jane A. Doe

Joint Debtor: Jane A. Doe Date Signed: **May 11, 2010**

BY: /s/ Nomo Bills Mo

Nomo Bills Mo, #707
Mo, Larry & Curly
711 Counselor Row
Shreveport, LA 71101
(318) 555-1212
NoMoDebt@aol.com

III. GENERAL PLAN PROVISIONS:**(A) ALL UNSECURED CLAIMS**

NOTICE: Objections to secured claims (*See - Section V*). Any opposition or response to the bifurcation of the Claim as set forth herein must be filed within seven (7) days prior to the hearing on this objection and confirmation hearing. If an opposition or response is timely filed, a hearing will be held on this objection to the claim at the same time, date, and place as the confirmation hearing on this Plan.

(1) PLAN VALUATION IS AN OBJECTION TO CLAIM.

To the extent that this plan values collateral less than the full amount due to the secured creditor, this plan includes an objection to said claim for the purpose of determining the amount of the allowed secured claim and determining the remaining allowed secured claim. *See Section (V), infra.*

(2) BIFURCATION OF CLAIMS FILED AS “SECURED”.

To the extent that there exists an allowed unsecured portion of a claim otherwise filed as secured, such unsecured amount shall be treated as a non-priority unsecured claim and paid *pro rata* with other non-priority unsecured claims.

(3) CERTAIN CREDITORS TO BE PAID EVEN IF NOT APPEARANCE MADE.

Unless otherwise specified or ordered by the court, any claim listed as secured in an amount greater than \$3,500.00 shall be paid by the Trustee according to the terms of this plan without the necessity of such creditor filing a proof of claim, objection, or otherwise making an appearance before the court, provided adequate information to make the distribution has been provided to the Trustee. Unless otherwise specified or ordered by the court, the Trustee: (I) shall not disburse to any secured creditor with a claim in the amount of \$3,500.00 or less unless a claim is filed; and (ii) shall not disburse to any unsecured priority claim creditors or general unsecured creditors pursuant to the terms of this plan unless a claim is filed.

(4) ALLOWED SECURED CREDITORS RETAIN RIGHTS.

All regular monthly home mortgage payments will be paid either by the Trustee or directly by the debtor. Unless otherwise stated, these payments will only maintain the home mortgage payments during the term of the plan and the obligation and security on the same shall survive the bankruptcy, subject to any payments made. Any creditor secured only by a security interest in the real property that is the debtor's principal residence shall retain all rights granted to it under its mortgage or security agreement except that any prior default shall be cured as set forth in this plan. The holder of a claim Secured by Movable Property or Real Estate where 11 U.S.C. §1322(b)(2) is not applicable, which is provided for in this plan, shall not receive more than the pre-computed sum in the Total Payment column. Nothing herein will prohibit the debtor from prepaying the claim without penalty provided the interest accrued on the “PMSI Amount” or “Value/Claim Amount” is calculated on a simple interest basis. The holder of an allowed secured claim (other than a home mortgage claim) shall retain the lien securing its claim until the earlier of payment of the underlying debt determined under nonbankruptcy law or discharge under 11 U.S.C. §1328. With respect to each allowed secured claim provided for under Section II. (B)(3) of the plan and where the full Total Payment amounts have been paid, the entry of a discharge under 11 U.S.C. §1328(a) shall entitle the debtor to obtain an order by *ex parte* motion directing the holder of such claim to cancel the lien and turn over the title to the debtor.

(5) SURRENDER OF COLLATERAL OR REJECTION OF EXECUTORY CONTRACT LIFTS STAY.

To the extent that this plan proposes surrender of collateral or rejection of an executory contract, upon confirmation of the plan, debtor agrees that the 11 U.S.C. §362 automatic stay be lifted as to these items, to allow any creditor holding a security interest in the items to pursue its rights to the collateral. Unless otherwise provided herein, any surrender shall be deemed in full satisfaction of the secured claim, determined by the actual claim filed or if same is inconclusive by the value set on such property in the schedules filed by Debtor. Nothing herein is intended to abrogate debtor's or creditor's state law contract

rights. If a creditor prevails in maintaining the right for an unsecured deficiency claim, nothing herein shall release any creditor from complying with all applicable state and federal laws.

(B) CLAIMS SECURED BY REAL ESTATE

(1) STATED MONTHLY PAYMENT & PRE-PETITION ARREARAGE IS ESTIMATED.

Any monthly payment or arrearage amount provided for in I(C)(1) or (2), II(B)(2)(b), II(B)(4) (a) or (b) is debtor's best estimate of what was owed as of the date the petition was filed. The actual monthly mortgage payment and allowed pre-petition arrearage shall be determined by the claims filed, or by Court rulings at confirmation if the issue is raised by objection to confirmation, or by rulings on objection(s) to the claim(s) filed.

(2) TIMING OF TRUSTEE DISBURSED PAYMENTS ON REAL PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE AND ADMINISTRATIVE DELAY PAYMENTS.

If this plan provides that the Trustee is to be the disbursing agent on real property that is the debtor's principal residence, the Trustee shall pay all such payments due during the term of the plan as set forth in II(B)(2)(b), II(B)(4) (a) or (b) above, including any allowed post-petition charges incurred during the term of the plan. This plan may provide that certain Trustee disbursed payments on real property that is the debtor's principal residence are recognized as "administrative delay payments." Plans that have Trustee disburse payments on the real property that is the debtor's principal residence will reflect no more than three months of administrative delay payments. This delay is caused by the provision contained in 11 U.S.C. §1326(a) which provides that the first plan payment to the Trustee is not due until thirty (30) days after the order for relief and because the Trustee will typically require some additional time period to process and disburse the funds received. The total number of all Trustee disbursed payments on real property that is the debtor's principal residence (including any administrative delay payments) shall at least be equal to the term of the Plan; however in some cases an additional month may be included.

(3) NOTICE OF PAYMENT CHANGE/ADJUSTMENT OF PAYMENT AMOUNT.

During the term of the plan and after completion the home mortgage creditor and/or mortgage holder and/or servicing entity shall continue to send to the debtor all notices, statements, or other written information that would have been mailed to the debtor but for the filing of the bankruptcy proceeding; however, demand letters are not permitted. If the holder of a home mortgage claim proposes to adjust the amount of the regular contractual installment payment due to a change in the interest rate, or escrow adjustment for payment of insurance and/or taxes, the claimant shall give written notice of the "adjusted home mortgage payment" to the debtor, debtor's counsel, and the trustee along with appropriate documentation explaining the reason for the adjustment. No post petition adjustment to the contractual installment payments due on a claim dealt with pursuant to §1322(b)(5) shall be valid unless authorized by the agreement upon which the claim is based, and unless timely notice of the proposed adjustment is served on the debtor, debtor's attorney, and the Chapter 13 Trustee.

If the Trustee disburses the Home Mortgage Payments, then upon receipt of a notice pursuant to the preceding paragraph, the Trustee shall send a letter to the debtor and debtor's counsel indicating that Trustee is either going to make the adjusted payment or cannot make the adjusted payment because of insufficient funding of the plan. If the debtor does not agree with the adjustments to the home mortgage payments proposed by the home mortgage creditor, it will be the duty of the debtor to take prompt action to contest the payment of the "adjusted home mortgage payment" by the Trustee, including, but not limited to, seeking by contradictory motion filed with the Bankruptcy Court a judicial determination of whether or not the "adjusted home mortgage payment" is warranted. Failure of the debtor to take any timely action to stop the disbursement by the Trustee of the "adjusted home mortgage payment" will constitute a waiver by the debtor of any action against the Trustee of the disbursement of payments that may ultimately be found or determined to be incorrect or excessive. Disbursements of the "adjusted home mortgage payments" are subject to refund/disgorgement by the home mortgage creditor upon ruling by the Court. If the

disbursement of an “adjusted home mortgage payment” causes the plan to fail to meet the minimum standards for confirmation described in 11 U.S.C. §1325 and the debtor has failed to modify the plan within thirty (30) days of the new payment date, then the Trustee or the debtor may seek a modification of the plan pursuant to 11 U.S.C. §1329, or file a motion to dismiss or convert the case.

(4) TRUSTEE’S DUTY TO CONFIRM NO UNPAID FEES, COSTS, OR CHARGES ON HOME MORTGAGES.

If the Trustee is the disbursing agent for the home mortgage(s), the Trustee shall confirm that there are no additional charges, late payments, escrow arrearages or other sums due prior to the closure of the case resulting from the completion of plan payments. Prior to the closure of the case resulting from completion of plan payments, a party in interest may seek a determination by the Court concerning the sufficiency of the payments made to a creditor pursuant to these provisions. Unless the Court orders otherwise, pursuant to an appropriate motion or other pleading, an order granting the debtor a discharge in this case shall serve as a conclusive determination that all pre-petition and post-petition defaults with respect to the debtors’ mortgage have been cured, within the meaning of 11 U.S.C. §1322(b)(5), as of the date of the final payment to the claimant by the Trustee. Furthermore, the debtors’ mortgage account shall be deemed current and reinstated on the original payment schedule under the note and security agreements as if no default had ever occurred.

If home mortgage payments are being disbursed by the Chapter 13 Trustee, the Trustee shall, prior to closure of the case resulting from completion of plan payments, make a RESPA request and then file a Motion to Determine the Payment Status of the Home Mortgage. The motion shall seek a court determination that the home mortgage(s) is current through a date certain. For the purpose of this provision, the Debtor authorizes and acknowledges that the Chapter 13 Trustee is an agent of the debtor for the purposes of the RESPA request. The Motion to Determine the Payment Status of the Home Mortgage shall specify the time period covered by the plan and the total amount which should have been paid over the same time period. The motion shall set forth the date and amount of each payment made by the Trustee to a creditor whose claim is subject to these provisions. The motion shall be served on the debtor, debtor’s counsel and each creditor holding a claim described in the motion. If any such creditor seeks to make a claim against the estate or the debtor that arose within the period covered by the motion (e.g. a claim for late charges or attorneys fees or any other charge authorized by the agreement with the debtor), such claim shall be barred unless a response to the motion is: (i) filed within seven (7) days prior to the proposed hearing date; and (ii) is allowed by the court.

(5) APPLICATION OF PRE-PETITION ARREARAGES, POST PETITION MORTGAGE PAYMENTS & APPROVAL OF POST-PETITION MORTGAGE FEES, COSTS AND CHARGES.

Unless otherwise provided by the plan or ordered by the court, payments disbursed by the Trustee to holders and/or servicers of mortgage claims shall be applied and credited only to the pre-petition arrearages necessary to cure the default, which shall consist of amounts listed on the allowed proof of claim and authorized by the note and security agreement and applicable non-bankruptcy law. Holders and/or servicers of mortgage claims shall deem the mortgage contractually current upon confirmation of the plan. Furthermore, all post-petition mortgage payments whether disbursed by the debtor or by the Trustee shall be applied and credited to debtor’s mortgage account as if the account were current and no pre-petition default existed on the petition date in the order and priority specified in the note and security agreement and applicable non-bankruptcy law. Post-petition mortgage payments made in a timely manner under the terms of this plan shall be applied and credited without penalty.

(6) APPROVAL OF POST-PETITION MORTGAGE FEES, COSTS AND CHARGES.

In order for a mortgage servicer to obtain approval of any fees, costs or charges approved under §506(b) during the course of the chapter 13 plan they must either: (I) file and notice from an “if and only if” hearing an application for such §506(b) fees, costs or charges, or (ii) file a proof of claim which specifies the post-petition fee, costs, or charges and timely notice the same to the Trustee, debtor and debtor’s counsel. The

failure of a holder and/or servicer to give such notice shall be deemed a waiver for all purposes of any claim for fees, expenses or charges accrued, and the holder and/or servicer shall be prohibited from collecting or assessing such fee, expenses or charges against the debtors or the debtors' account after entry of the order granting a discharge.

(C) MISCELLANEOUS OTHER PROVISIONS

(1) ADEQUATE PROTECTION PAYMENTS AND INSURANCE.

Beginning as soon as practicable upon the filing of a secured claim, if required—see III(A)(3), for a creditor identified in paragraph II(B)(1)(a), the Trustee shall make adequate protection payments which will usually equal 50% of a hypothetical monthly payment calculated by amortizing the amount to be paid to the creditor over the entire term of the plan. Adequate protection payments for a creditor identified in paragraph II(B)(1)(a), and if required for which an allowed secured claim has been filed, shall continue throughout the course of Trustee disbursements until the Total Payment amount on the creditor's secured claim provided for in II(B)(3)(a) and/or (b) has been paid. If a creditor receives Adequate Protection Payments, then the "Average Payment" shown under II(B)(3)(a) and/or (b) will be the amount shown, less the adequate protection payment paid in each disbursement. All adequate protection payments made shall be applied towards and deducted from the Total Payment amount. Nothing herein shall prohibit the Trustee from disbursing amounts in addition to the equal monthly installments from surplus funds consistent with the ranking provided in II(B). Additionally, the debtor will 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; however, if the collateral securing the obligation is a vehicle or other personal property with a value of less than \$3,500.00 or the underlying security agreement does not require the maintenance of insurance, the debtor will not be required to maintain full coverage insurance (this is not a waiver of any State law mandated insurance) against all losses on the property or provide for monthly adequate protection payments, unless otherwise ordered to do so.

(2) LIQUIDATION VALUE TO BE PAID.

The value as of the effective date of this plan of the property to be distributed under the plan on account of each allowed unsecured claim is not less than the amount that would be paid on such claim if the estate of the debtor was liquidated under Chapter 7 on such date. Personal injury claims or other litigious rights which are not exempt and which exist at the time the case is commenced are 11 U.S.C. §541 property of the bankruptcy estate and must be considered for liquidation value purposes. If this plan does not specifically address such non-exempt pre-petition personal injury claims or other litigious rights such claims or rights may not be pursued or settled without approval of the United States Bankruptcy Court presiding over this case; and actions to the contrary may constitute grounds for prejudicial dismissal of the case, conversion of the case to a Chapter 7, loss of the claim or right and/or possible criminal prosecution.

(3) NO LATE CHARGES, ETC. WITHOUT COURT APPROVAL.

Except as provided for in III(B)(5), no late charges, service charges, or penalties may be charged or collected by creditors from the date of the petition on pre-petition debts without approval of the court after notice and hearing.

(4) SPECIAL PROVISIONS FOR TAX AND/OR PRIORITY CLAIMANTS.

Debtor has been informed of the requirements set forth in:

(a) 11 U.S.C. §521(e)(2)(A)(i) to provide to the Trustee not later than 7 days prior to the date first set for the meeting of creditors a copy of the Federal Income tax return or a transcript of such return for the most recent tax year ending immediately before the commencement of the case for which a Federal income tax return was filed.

(b) 11 U.S.C. §521(j) to file all tax returns that become due after commencement of the case.

EXHIBIT A

- (c) 11 U.S.C. §1308 to not later than the day before the date on which the meeting of creditors is first scheduled to file with appropriate tax authorities all tax returns for all taxable periods ending during the 4 year period ending on the date of the filing of the petition. That if this has not been done, then the Debtor will inform the Trustee of such non-compliance at the meeting of creditors and if valid cause exist then request the Trustee to “hold open” the creditors meeting for a period of time not to exceed the date first scheduled for the confirmation hearing on the first filed plan to allow the debtor to have prepared and filed all required returns, provide the Trustee proof of same, and amend the Plan to provide for all tax debts shown in such returns. That if such request is granted, then such meeting of creditors shall be “held open” until the date set by the Trustee.

Debtor has been informed that non-compliance with (a), (b) or (c) above can result in the case being dismissed or converted to a Chapter 7.

If priority claims are filed that exceed the estimated amount set forth in II(B)(5) & (6), Debtor will file an objection to such claims(s) and/or modify the plan to pay the claim(s) as filed. Nevertheless, any proof of Claim asserting a priority claim shall be deemed allowed and paid by the Trustee, even if the claim is not listed in the plan, unless and until a successful objection to the claim has been filed or the claim has been withdrawn. In the event the Trustee disburses on a priority claim not provided for in the plan, the Trustee shall disburse in the rank and order as if the claim was provided for in the applicable section of the plan. If the Trustee determines that the plan is not adequately funded because of the amount of a priority claim, the Trustee shall notify debtor and debtor’s counsel and debtor will either modify the plan accordingly and/or object to the claim.

(5) OBJECTION(S) TO PROOF(S) OF CLAIM.

Confirmation of this plan does not bar the debtor or any party in interest from objecting to a claim whether filed or not filed in accordance with Federal Bankruptcy Rules 3001 or 3002.

(6) CESSATION OF PAYMENTS WHEN AUTOMATIC STAY LIFTED OR WHEN PLAN FILED PROPOSING 11 U.S.C.1325(a)(5)(C) SURRENDER.

Unless ordered otherwise, the Trustee shall cease making disbursements to any secured creditor(s) that is secured by real or personal property that is §541 property of the estate after:

- (a) An order lifting the 11 U.S.C. §362(a) Automatic Stay on behalf of any recognized lien holder as to said property is entered and becomes final, or
- (b) Debtor files a modified plan that proposes to “surrender” pursuant to 11 U.S.C. §1325(a)(5)(C) such property to a creditor that has a security interest in same. The creditor may be entitled to continue receiving disbursements on previously provided for unsecured claims, unless a modification proposing to surrender the collateral is filed that would full satisfy all of such creditor’s claims. If a modification proposing to surrender the collateral is filed and ultimately confirmed that allows for a deficiency claim for the creditor, provided the property is liquidated in a manner which would otherwise allow the creditor to pursue against the debtor a deficiency claim absent a bankruptcy, an itemized proof of claim for any deficiency must be filed within one hundred twenty (120) days after the confirmation of the plan that proposed such “surrender” for the creditor to be allowed to participate in disbursements from the Trustee for debtor. *See Section III (A)(5).*

(7) RESERVATION AND RETENTION OF PRE & POST -PETITION CLAIMS.

Confirmation of this plan shall constitute a finding that the debtor does not waive, release or discharge but rather retains and reserves for himself and the bankruptcy estate any and all pre-petition claims and any and all post-petition claims that debtor could or might assert against any party or entity arising under or otherwise related to any state or federal statute or under state or federal consumer law including, but not limited to, fraud, misrepresentation, breach of contract, unfair and deceptive acts and practices, Retail Installment Sales Act violations, Truth In Lending violations, Home Equity Protection Act violations, Real

EXHIBIT A

Estate Settlement Protection Act violations, Fair Debt Collection Practices Act violations, Fair Credit Reporting Act violations, Equal Credit Opportunity Act violations, Fair Credit Billing Act violations, Consumer Leasing Act violations, Federal Garnishment Act violations, Electronic Funds Transfer Act violations, and any and all violations arising out of rights or claims provided for by Title 11 of the United States Code, by the Federal Rules of Bankruptcy Procedure, or by the Local Rules of this Court.

To the extent a claim or counter claim is known by the debtor, the debtor is aware of the duty to list such claims or counter claims in the schedules and statements filed with this bankruptcy. The debtor has been made aware of the duty to disclose any such claims or counter claims should they become known to the debtor after the original schedules and statements have been filed or they arise after such date and if they may be property of the bankruptcy estate. The legal doctrines of issue preclusion are not to be prejudiced by these reservations and if a contested matter arises and such issues are joined or such issues should be raised and/or joined and such claims or counter claims were not disclosed, then the debtor has been informed that such claims or counter claims may be lost under the legal doctrines of issue preclusion and that debtor may later be barred from raising or pursuing such claims or counter claims.

(8) PROPERTY OF ESTATE AND VESTING OF SAME IN DEBTOR AT CONFIRMATION.

The filing of the bankruptcy petition by the debtor acts as a transfer by the debtor to the bankruptcy estate of all property, assets, rights that have value and claims against others that have value that the debtor has as of the date of the filing of the bankruptcy petition. Except as otherwise provided in this Plan, the confirmation of this plan vests all property of the bankruptcy estate in the debtor; this vesting of property of the bankruptcy estate in the debtor does not eliminate the legal requirement of the debtor to obtain court order authority to sell, lease, mortgage property or settle claims of the bankruptcy estate and absent such court order authority NO such sale, lease, mortgage or settlement of claims is permitted. If the Debtor listed in the filed schedules a personal injury or litigious claim and the last confirmed plan after such schedule was filed provided that 50% of the net recovery from any personal injury and litigious claims that are properly scheduled would be remitted to the Trustee, then confirmation of that Plan grants the Debtor and Trustee the right to settle such claim and disburse proceeds to the Trustee and Debtor without further authority from the Court.

(9) ESTIMATED TERM.

The number of months stated as the term of the plan is estimated. The actual term of the plan shall either be the stated number of months or the number of months necessary to allow the Trustee to pay all proposed Trustee disbursements, whichever occurs earlier. The proposed Trustee disbursements are those sums recognized in this plan including any additional sums required by III(C)(10). Notwithstanding the foregoing, the plan may not provide for payments over a period that is shorter than three (3) years unless it makes provisions for full payment of all allowed claims. The plan may not provide for payments over a period that is longer than five (5) years.

(10) AMOUNT TO BE PAID TO NON-PRIORITY UNSECURED CREDITORS (See Sections II (B)(8)).

The total amount to be disbursed by the Trustee pursuant to this plan to the entire non-priority unsecured creditor class (See Section II(B)(8)) may be adjusted only as follows:

- (a)** Unless otherwise specified, any additional sums to be remitted to the Chapter 13 Trustee in connection with I(B), or other orders of the court, shall result in an increase in the specific amounts to be disbursed by the Trustee to the non-priority unsecured creditor classes in II(B)(8); however, once received, those amounts shall be distributed consistent with the order of distribution set forth in the plan (See Section II).
- (b)** Except as provided in III(C)(10)(a) above, if, after payments of all Trustee disbursed Total Payment amounts set forth in Section II, excess funds are available prior to the 36th payment due date, the Trustee may disburse those sums to the non-priority unsecured creditors consistent with the order of

distribution in the plan (*See Section II*).

- (c) Minor adjustments to the total amount paid to the entire non-priority unsecured creditor class caused by good faith rounding or administrative errors of plus or minus (+ or -) \$250.00.
- (d) In below median income cases, if the total of all allowed arrearage amounts to be disbursed by the Trustee are less than the total of all amounts provided for in II(B)(4), or if the total of all allowed priority claims are less than the total of all amounts provided for in II(B)(6), and the 36th payment due date has elapsed, the Trustee may disburse the resulting additional sums to the non-priority unsecured creditors in class II(B)(8) consistent with the order of distributions set forth in the plan (*See Section II*).
- (e) In above the median income cases, if the total of all allowed arrearage amounts to be disbursed by the Trustee are less than the total of all amounts provided for in II(B)(4), or if the total of all allowed priority claims are less than the total of all amounts provided for in II(B)(6), and the 60th payment due date has not elapsed, the Trustee may disburse the resulting additional sums to the non-priority unsecured creditors in class II(B)(8) consistent with the order of distribution set forth in the plan (*See Section II*).

IV. DEBTOR'S REQUEST & MOTION FOR VALUATION OF SECURITY PURSUANT TO 11 U.S.C. §506:

Under 11 U.S.C. §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 purpose of the valuation and of the proposed disposition or use of such property. 11 U.S.C. §506(a)(2) states the value of personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the bankruptcy petition without deduction for costs of sale or marketing, and for property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined. 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. The debtor requests that this Court value the collateral of each of the creditors at the collateral value stated in part (II)(B)(3(b) of the debtor's plan of repayment. To the extent that the amount of the debt of any such creditor exceeds the stated collateral value, the debtor requests this Court order the difference be treated in the chapter 13 plan as an unsecured claim without priority. The debtor further requests the Court order the lien of each creditor listed be satisfied upon payment of the collateral value and the issuance of the debtor's discharge.

DATED: May 11, 2010

MO, LARRY & CURLY

BY: /s/ Nomo Bills Mo

Nomo Bills Mo #707

Mo, Larry & Curly

711 Counselor Row

Shreveport, LA 71101

(318) 555-1212

NoMoDebt@aol.com

UNITED STATES BANKRUPTCY COURT
 WESTERN DISTRICT OF LOUISIANA
 SHREVEPORT DIVISION

IN RE:	John A. Doe	:	Case No: 10-12345
	Jane A. Doe	:	
	Debtor(s)	:	Chapter 13

CHAPTER 13 PLAN

*DEBTOR'S PLAN OF REPAYMENT; PLAN SUMMARY;
 PROPOSED ADEQUATE PROTECTION; and REQUEST FOR VALUATION OF SECURITY*

Monthly Plan Payment	\$1,250
Estimated Term (See Sections I(A) & III(C)(9))	60 Months
Method Of Payment	Payroll Deduction
Above Or Below Median Income	Below Median
Attorney Compensation (Standard Fee Or Fee Application)	Standard Fee
Amount To Be Paid To Non-Priority Unsecured Creditors (See Sections II(8) & III(C)(10))	\$4,295.45
First Payment Due Date	June 12, 2010

Additional Payments to Trustee: NONE

Special Provisions and/or Changes to Section(s): NONE

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA**

SHREVEPORT DIVISION

IN RE:	John A. Doe	:	Case No: 10-12345
	Jane A. Doe	:	
	Debtor(s)	:	Chapter 13

PLAN SUMMARY AND NOTICE

This pleading is a Bankruptcy Rule 3015(d) Summary and Notice of a Chapter 13 Plan of Repayment filed by the above captioned debtor(s) (the term debtor herein refers to both single and joint debtors). This six page document is only a summary and a portion of the complete plan. In all instances the complete plan and terms and conditions set forth therein shall be controlling. The complete plan and an Addendum to Chapter 13 Plan-Application And Notice For Attorney Fees states an amount for services rendered or to be rendered and expenses advanced or to be advanced by counsel for debtor, or the method of determining same. These pleadings may be viewed and printed by logging on to PACER at www.lawb.uscourts.gov. To obtain a password, you may register at <http://pacer.psc.uscourts.gov> or call PACER Service Center at 1-800-676-6856. The summary of the contents of the plan filed by debtor is as follows: Debtor's PLAN OF REPAYMENT PURSUANT TO 11 U.S.C. §§1321, 1322, 1322 AND 1325; PROPOSED ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §361; and debtor's REQUEST FOR VALUATION OF SECURITY; pursuant to 11 U.S.C. §506 and Bankruptcy Rule 3012:

I. PAYMENTS BY DEBTOR TO TRUSTEE, PAYMENTS BY DEBTOR DIRECTLY TO CREDITORS AND SECURED CREDITOR DEBT SATISFIED BY SURRENDER:

(A) Debtor will make monthly payments to the Chapter 13 Trustee in the amount of **\$1,250.00** over an estimated term of **60 months**, with the first payment being due on **June 12, 2010**, until all payments have been made or until all proposed disbursements have been made, whichever occurs earlier. The payments will be made by: **Payroll Deduction**. It is the responsibility of Debtor to make the monthly payments to the Trustee. If payroll deduction is the chosen method of payment, the Debtor will pay the Trustee all payments that come due until the payroll deduction is full in place, and will pay to the Trustee any sums on a monthly basis that come due and are not paid by payroll deduction.

(B) ADDITIONAL SUMS DEBTOR WILL REMIT TO THE CHAPTER 13 TRUSTEE:
(Place an "X" on the one that applies)

- X NONE
- 50% of the net recovery from all personal injury and litigious claims that are properly scheduled and are received by debtor prior to completion of the plan.
- Other: _____ (Describe, if applicable) received by debtor prior to completion of the plan.

(C) DEBTOR WILL PAY THESE CREDITORS DIRECTLY OR SATISFY CLAIM BY SURRENDER OF COLLATERAL:

(1) DEBTOR WILL PAY MORTGAGES(S) ON PRINCIPAL RESIDENCE/REAL PROPERTY:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Monthly Payment</u>	<u>To Be Paid Beginning</u>
Chase Home Mortgage	2 nd Mortgage on 386 W. Lee Bossier City, LA	\$179.00	June 2010

EXHIBIT B

(2) DEBTOR WILL PAY OTHER NON-PRINCIPAL RESIDENCE & NON-LEASE DIRECT PAYMENT(S) INCLUDING DIRECT PAY OR PAYROLL DEDUCTED SUPPORT OBLIGATIONS:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Monthly Payment</u>	<u>To Be Paid Beginning</u>
NONE			

(3) AS SOON AS POSSIBLE AFTER PLAN CONFIRMATION DATE, DEBTOR WILL SURRENDER PROPERTY TO SECURED CREDITOR TO SATISFY CREDITOR'S SECURED CLAIM:

<u>Creditor</u>	<u>Collateral/Property to be Surrendered</u>
NONE	

(4) DEBTOR WILL PROVIDE FOR/PAY THE FOLLOWING LEASE/RENTAL/EXECUTORY CONTRACTS:

(a) Assumed and debtor will pay:

<u>Creditor</u>	<u>Description of Property</u>	<u>Regular Payment</u>	<u># Mos. Left on Orig. Contract</u>	<u>Arrears/Cure Amount</u>	<u>Remaining Reg. Pays. W/Cure Pays. & Term</u>
A-One Rental	52" Sony LCD TV	\$96.50	18	\$289.50	\$144.75 Mos. 1-6 (Begin June 2010)& \$96.50 mos. 7-18 (Begin Dec. 2010)

(b) Rejected and to be surrendered as soon as possible after plan confirmation date & §362(a) Stay Lifted:

<u>Creditor</u>	<u>Description of Leased Property to be Surrendered</u>
NONE	

II. CLASSIFICATION/RANK OF CLAIMS DISBURSED BY TRUSTEE: The Chapter 13 Trustee shall make disbursements on the following claims only in the order and rank set forth herein. Claims are numerically ranked in classes and sub-classes. Sub-classes in the same numerical class shall be treated concurrently. The Trustee shall not make disbursements to any inferior ranked class until all accrued amounts due within a specific superior class have been paid in full. All amounts due within a specific class shall be paid *pro rata* concurrently before any distribution to a lower class. In the event the Trustee does not have sums sufficient to pay all concurrently ranked claims their full accrued monthly amounts, the Trustee shall disburse the funds available to the claimants of equal rank *pro rata* based on their stated monthly payment amount. If no monthly payment amount is stated then the *pro rata* disbursements shall be based on the total claim amounts.

(A) TRUSTEE'S FEE AND FILING FEE: Before each payment to debtor's counsel and creditors and prior to the disbursements set forth in II(B) the Trustee shall disburse pursuant to 11 U.S.C. §1326(b)(1) & (2) the following administrative-priority claims provided for under 11 U.S.C. §507(a)(1)(C) & (2).

(1) **TRUSTEE'S FEE:** The Trustee shall withhold from all payments received up to 10%.

(2) **UNPAID FILING FEES:** NONE

(B) TRUSTEE DISBURSEMENTS ON CREDITOR CLAIMS, ADMINISTRATIVE CLAIMS

AND CLASSIFICATION/RANKING:

(1) ADEQUATE PROTECTION PAYMENTS AND ALLOWED ADMINISTRATIVE CLAIMS DISBURSED BEFORE THE PERIODIC-EQUAL MONTHLY PAYMENTS REQUIRED TO SECURED CREDITORS' CLAIMS (Class 1):

(a) **Continuing Adequate Protection Payments per 11 U.S.C. §361 (See Section III(C)(I)):** Payments made to creditor(s) shall continue until the secured claim(s) provided for in the later class is fully paid and shall be deducted from the Total Payment amount therein reflected.

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly A.P. Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
GMAC	2008 Toyota Corolla	\$232.00	Until II(B)(3)(a) or (b) secured claim paid	II(B)(3)(a) or (b) Total Payment

(b) **Allowed Debtor's Attorney's Administrative Expense Claims Including Attorney's Fees and Expenses Under 11 U.S.C. §§ 330, 331, 503(b), 507(a)(2) & 1326(b)(1).** An *Addendum To Chapter 13 Plan Application And Notice For Attorneys Fees* setting forth how that administrative claim is determined is being contemporaneously filed, and same is notice through this Plan Summary. If no objections to same are timely filed, same may be approved at the Confirmation Hearing or at a later Fee Hearing. Counsel reserves the right to withdraw the herein stated election up to Confirmation Hearing, and if such election is then withdrawn one of the options contained *Addendum* must then be elected. The Fee Addendum filed indicates counsel request:

COUNSEL ELECTS THE STANDARD "NO LOOK FEE" OF \$2,800.00

COUNSEL ELECTS TO FILE A FORMAL FEE APPLICATION

For accounting purposes the Trustee shall assume that the approved Debtor's Attorney's Administrative Expense Claim will be a minimum of \$2,800 and shall set aside and suspend payment of that sum as set forth below until Court Approval is granted, and then disburse those suspended sums and thereafter any other approved amounts as set forth below.

The approved fees and expenses of Debtor's counsel shall be paid by the Trustee in monthly disbursements in the amounts set forth as follows:

(i) **\$943.00** per month for the first **two (2)** months for a total of **\$1,886.00**. *The monthly payment herein is calculated by subtracting the monthly Trustee disbursements in II(A)(1) & (2) and the monthly adequate protection payments in II(B)(1)(a) from the monthly plan payment in I(A).*

(ii) After the disbursements of II(B)(1)(b)(i) have been made, the remaining balance of these fees, **\$914.00** plus any additional fees awarded t counsel for debtor shall be paid in monthly disbursements in the amount of **\$375.00** each until the allowed administrative claims are paid in full. *The monthly payment herein is calculated by subtracting the monthly Trustee disbursements in II(A)(1) & (2), the monthly adequate protection payments in II(B)(1)(a) and the monthly mortgage payment in II(B)(2)(b) from the monthly plan payment in I(A).*

(2) REMAINING ADMINISTRATIVE CLAIMS & CLAIM(S) SECURED BY REAL PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE (Class 2):

(a) **Other Administrative Expenses:**

<u>Holder</u>	<u>Nature of Claim</u>	<u>Monthly Payment</u>	<u>Total Payment</u>
NONE			

EXHIBIT B

(b) Secured by Real Property that is the Debtor's Principal Residence per §1322(b)(2). Payments or Other Treatment under §§1322(b)(5) & 1325(a)(5). Any payments not provided for in this class shall be paid as "Administrative Delay Payments." (See Section II(B)(4)(a) & III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Date Payments Begin</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. on 386 W. Lee, Bossier City, LA	\$568.00	57	Sept. 2010	\$32,376.00

(3) CLAIMS SECURED BY MOVABLE PROPERTY OR REAL PROPERTY WHERE §1322(b)(2) IS NOT APPLICABLE (Class 3): Secured creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment column (See Section III(A)(4)) (If a creditor receives the II(B)(1)(a) Adequate Protection Payments, then the "Average Payment" shown here will be the amount shown, less the adequate protection payment paid in each disbursement):

(a) Secured Creditors--11 U.S.C. §506 Not Applicable (PMSI on "910" motor vehicle or 1-year for any other thing of value):

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated PMSI Amount</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
GMAC	2008 Toyota Corolla	\$17,687.06	10% over 46 months= \$464.47 per month	\$21,365.84

(b) Secured Creditors--11 U.S.C. §506 Is Applicable:

<u>Creditor</u>	<u>Collateral</u>	<u>Value / Claim Amt.</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
Tower Loan of Bossier	Misc. HHG's	\$1,280.06	8% over 46 mos.= \$31.25 per month	\$1,500.00

(4) CURE OF DEFAULTS & ADMINISTRATIVE DELAY PAYMENTS UNDER §1322(B)(3) and/or (5). (Class 4):

(a) Cure for Administrative Delay Payments under §1322(b)(3) and/or (b)(5) (See Section III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. On 386 W. Lee, Bossier City, LA	\$586.00	3	\$1,704.00

(b) Cure of Defaults (Pre or Post-Petition) under §1322(b)(3) and/or (b)(5):

<u>Creditor</u>	<u>Collateral</u>	<u>Amount of Arrears</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. On 386 W. Lee, Bossier City, LA	\$6,258.71 (pre-petition)	\$6,258.71
Chase Home Mortgage	2 nd Mtg. On 386 W. Lee, Bossier City, LA	\$200 (pre-petition)	\$200.00

(5) DOMESTIC SUPPORT OBLIGATION (DSO) ARREARS (Class 5):

<u>DSO Obligation Holder and/or Assignee</u>	<u>Nature of Claim</u>	<u>Total Payment</u>
NONE		

(6) OTHER UNSECURED PRIORITY CLAIMS INCLUDING TAX CLAIMS (Class 6):

Creditor
NONENature of ClaimTotal Payment

(7) SPECIAL, CO-SIGNED AND/OR NONDISCHARGEABLE CLAIMS NOT PROVIDED FOR IN II(B)(8) (Class 7). Creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment (P & I) column:

<u>Creditor</u>	<u>Nature of Debt</u>	<u>Amount to be Paid</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
NONE				

(8) NON-PRIORITY GENERAL UNSECURED CLAIMS (Class 8): All other allowed general non-priority unsecured claims shall be paid a total of **\$4,295.45** to be distributed *pro rata* based on their claim amount. The amount to be disbursed to the non-priority general unsecured creditors may be adjusted only as set forth in *III (C)(10)*.

NOTICE - ATTENTION: YOUR RIGHTS MAY BE AFFECTED - NOTICE

This pleading seeks relief under the Bankruptcy Code and complies with and is being noticed pursuant to Bankruptcy Rule 2002, 2016, 3012, 3013, 3015 and 4001. A notice document is being sent with this pleading setting a confirmation hearing on debtor's plan, and an *Addendum to Chapter 13 Plan-Application And Notice For Attorney Fees* has been filed in the record of this case and may be reviewed by logging onto PACER. This confirmation hearing shall also be the hearing on debtor's request for valuation, *See Section II(B)(3) above*, and compensation for debtor's attorney, *See Section II(B)(1)(b) above*. Provided no change of circumstances during the term of the plan, the "value", once determined shall be a "res judicata" determination and all parties shall be bound by such valuation. Additionally, if *I(B)* provides for payment to the Trustee of fifty percent (50%) of the net recovery from all personal injury and litigious claims, confirmation of this plan shall authorize the Trustee to accept such amount in full satisfaction of the estate's interest in such claim(s) and shall be deemed approval of any subsequent settlement and/or compromise

Objections to the debtor's plan, proposed valuation or compensation for debtor's counsel must be in writing and must be filed with the court and served on the debtor, debtor's counsel and the trustee at least seven (7) 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 debtor's counsel administrative claims for services rendered and reimbursement of advanced expenses. Counsel for debtor reserves the right to request additional fees b fee application for services exceeding any amounts set forth herein.

PLAN & SUMMARY DATE: **MAY 11, 2010**

MO, LARRY & CURLY

/s/ John A. Doe

Debtor: John A. Doe Date Signed: **May 11, 2010**

/s/ Jane A. Doe

Joint Debtor: Jane A. Doe Date Signed: **May 11, 2010**

BY: /s/ Nomo Bills Mo

Nomo Bills Mo, #707
Mo, Larry & Curly
711 Counselor Row
Shreveport, LA 71101
(318) 555-1212
NoMoDebt@aol.com

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

**CHAPTER 13
CASE NO. xx-xxxxx**

IN RE: (Debtor)

**ADDENDUM TO CHAPTER 13 PLAN
APPLICATION AND NOTICE FOR ATTORNEY’S FEES**

This Addendum is filed in compliance with 11 USC §§ 330(a)(4)(B), 331, 503(b), 507(a)(2) & 1326(b)(1); Bankruptcy Rules 2002 & 2016; and pursuant to the **STANDING ORDER REGARDING “NO LOOK” FEES AND ADDENDUMS IN CHAPTER 13 CASES (UNIFORM FEE ORDER)**, adopted by the Bankruptcy Judges of the Western District of Louisiana, filed March 5, 2010. This application is set forth and noticed in the Debtor’s Plan Summary and objections to same must be filed with the Clerk and served on the Trustee and Debtor's attorney at least seven (7) days prior to the date set for the hearing on confirmation of the Chapter 13 Plan. Considering the facts and time involved in this particular matter, counsel for the debtor(s) makes the following election and request regarding compensation for representation in the above-captioned case: [**Check applicable provision(s)**]

(1) COUNSEL ELECTS THE “NO LOOK FEE.”

Counsel for Debtor(s) hereby makes the “No Look” election provided for in **UNIFORM FEE ORDER** and hereby agrees to perform all pre-confirmation and post confirmation services set forth in same for a monetary sum not to exceed \$2800. Counsel hereby acknowledges that any advances made by counsel for filing fees or expenses pre-confirmation will be considered included in the no-look fee not to exceed \$2800.00. Any expenses paid by Counsel prior to confirmation shall be itemized on the attorney disclosure statement pursuant to F.R.B.P. 2016 and Form B 203. Such expenses shall also be reflected in the plan and plan summary.

Per the **UNIFORM FEE ORDER** the pre-confirmation “No Look” compensation and reimbursement of advanced expenses fee applicable in this case is [**Check Applicable Provision**]:

\$2800.00 **OR**

The total amount to be disbursed on a monthly basis to creditors/claimants by both the Trustee and the debtor(s) under the plan is less than \$200.00; therefore, the “no-look” compensation and reimbursement of advanced expenses in this case is limited to 10 times the total amount of such payments, **which amounts to a “No Look” fee request in this case of \$_____.** **OR**

(2) COUNSEL ELECTS TO FILE A FORMAL FEE APPLICATION IN LIEU OF THE “NO LOOK” FEE

Counsel for Debtor(s) hereby acknowledges that the total compensation and expenses requested, including but not limited to the filing fee, credit counseling costs and other charges advanced by debtor’s counsel, may exceed \$2800, and the no-look fee option set forth above should not apply. In order for such compensation and expenses to be approved counsel will file a separate application for compensation and expenses, which must be noticed for a hearing pursuant to 11 U.S.C. §330, F.R.B.P. 2016, LBR 2016-1, and the United States Trustee Guidelines. -Such election shall also be reflected on the Attorney Disclosure Statement pursuant to F.R.B.P. 2016 and Form B203, and the election shall also be referenced in the plan and plan summary.

DATED: _____

BY: _____

**ATTORNEY’S NAME
ATTORNEY FOR DEBTOR**

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

**IN RE: John A. Doe
Jane A. Doe
Debtor(s)**

:
:
:

**Case No: 10-12345
Chapter 13**

POST-CONFIRMATION AMENDED CHAPTER 13 PLAN

DEBTORS' POST CONFIRMATION AMENDED PLAN OF REPAYMENT; POST CONFIRMATION AMENDED PLAN SUMMARY; PROPOSED ADEQUATE PROTECTION; and REQUEST FOR VALUATION OF SECURITY

Monthly Plan Payment.....	\$7,500 Total Paid to Trustee for months 1-10, and then \$460.00 per month for months 11-60, beginning April 12, 2011.
Estimated Term (See Sections I(A) & III(C)(9)).....	60 Months
Method Of Payment.....	Payroll Deduction
Above Or Below Median Income.....	Below Median
Attorney Compensation Already Approved : \$2,800.00, Plus \$0.00 For Post-Confirmation Amended Plan.....	Total Fee To Be Paid to Debtors' Counsel: \$2,800.00
Amount To Be Paid To Non-Priority Unsecured Creditors (See Sections II(8) & III(C)(10)).....	\$0.00 (NONE)
First Payment Due Date.....	June 12, 2010

Additional Payments to Trustee: NONE

Special Provisions and/or Changes to Section(s): I. (C) (3) Debtors Surrender Home; II. (B) (2) (b) and II. (B) (4) (a) & (b) no more disbursements on home mortgages; and II. (B) (8) an elimination of the dividend to General Unsecured Creditors

Summary and/or Reasons for Modification: Debtor, John A. Doe, was recently laid off from a job that he had held for over 12 years. After 3 plus months of drawing unemployment, Mr. Doe has now obtained new employment, but same is at a lower salary as is evidenced by the amended Schedules I and J filed herewith. Debtors can no longer afford to keep their home at 386 W. Lee, Bossier City, Louisiana, and are in this Post-Confirmation Amended Plan surrendering same in full satisfaction of the first and second mortgages thereon held by Chase Home Mortgage.

Where there are no changes made in this Post-Confirmation Amended Plan, the notation “**NO CHANGE**” will be made. The notation **Paid to Date \$** [] will show how much money has been disbursed on specific claims per previously confirmed plan(s) and the total of the **Paid to Date \$** [] sums together with any non-disbursed sums held by the Trustee should equal the above set forth Total Paid to Trustee prior to this plan.

OBLIGATIONS:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Monthly Payment</u>	<u>To Be Paid Beginning</u>
NONE			

(3) AS SOON AS POSSIBLE AFTER PLAN CONFIRMATION DATE, DEBTOR WILL SURRENDER PROPERTY TO SECURED CREDITOR TO SATISFY CREDITOR'S SECURED CLAIM:

<u>Creditor</u>	<u>Collateral/Property to be Surrendered</u>
Chase Home Mortgage, holder of both first and second mortgage	Principal Residence located at 386 W. Lee, Bossier City, LA

(4) DEBTOR WILL PROVIDE FOR--PAY THE FOLLOWING LEASE---RENTAL---EXECUTORY CONTRACTS:

(a) Assumed and debtor will pay:

<u>Creditor</u>	<u>Description of Property</u>	<u>Regular Payment</u>	<u># Mos. Left on Orig. Contract</u>	<u>Arrears/Cure Amount</u>	<u>Remaining Reg. Pays. W/Cure Pays. & Term</u>
A-One Rental (NO CHANGE)	52" Sony LCD TV	\$96.50	18	\$289.50	\$144.75 Mos. 1-6 (Begin June 2010)& \$96.50 mos. 7-18 (Begin Dec. 2010)

(b) Rejected and to be surrendered as soon as possible after plan confirmation date & §362(a) Stay Lifted:

<u>Creditor</u>	<u>Description of Leased Property to be Surrendered</u>
NONE	

II. CLASSIFICATION/RANK OF CLAIMS DISBURSED BY TRUSTEE: The Chapter 13 Trustee shall make disbursements on the following claims only in the order and rank set forth herein. Claims are numerically ranked in classes and sub-classes. Sub-classes in the same numerical class shall be treated concurrently. The Trustee shall not make disbursements to any inferior ranked class until all accrued amounts due within a specific superior class have been paid in full. All amounts due within a specific class shall be paid *pro rata* concurrently before any distribution to a lower class. In the event the Trustee does not have sums sufficient to pay all concurrently ranked claims their full accrued monthly amounts, the Trustee shall disburse the funds available to the claimants of equal rank *pro rata* based on their stated monthly payment amount. If no monthly payment amount is stated then the *pro rata* disbursements shall be based on the total claim amounts.

(A) TRUSTEE'S FEE AND FILING FEE: Before each payment to debtor's counsel and creditors and prior to the disbursements set forth in II(B) the Trustee shall disburse pursuant to 11 U.S.C. §1326(b)(1) & (2) the following administrative-priority claims provided for under 11 U.S.C. §507(a)(1)(C) & (2).

(1) **TRUSTEE'S FEE:** The Trustee shall withhold from all payments received up to 10%. **\$487.50 Paid to Date.**

(2) **UNPAID FILING FEES:** NONE

(B) TRUSTEE DISBURSEMENTS ON CREDITOR CLAIMS, ADMINISTRATIVE CLAIMS

AND CLASSIFICATION/RANKING:

(1) ADEQUATE PROTECTION PAYMENTS AND ALLOWED ADMINISTRATIVE CLAIMS DISBURSED BEFORE THE PERIODIC-EQUAL MONTHLY PAYMENTS REQUIRED TO SECURED CREDITORS' CLAIMS (Class 1):

(a) **Continuing Adequate Protection Payments per 11 U.S.C. §361 (See Section III(C)(1)):** Payments made to creditor(s) shall continue until the secured claim(s) provided for in the later class is fully paid and shall be deducted from the Total Payment amount therein reflected.

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly A.P. Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
GMAC (NO CHANGE)	2008 Toyota Corolla	\$232.00	Until II(B)(3)(a) or (b) secured claim paid	See II(B)(3)(a) or (b) Total Payment Below for Paid to Date

(b) **Allowed Debtor's Attorney's Administrative Expense Claims Including Attorney's Fees and Expenses Under 11 U.S.C. §§ 330, 331, 503(b), 507(a)(2) & 1326(b)(1).** If fees are requested for this Post-Confirmation Amended Plan, an *Addendum To Chapter 13 Plan, Application And Notice For Attorneys Fees* setting forth how that administrative claim is determined is being contemporaneously filed, and same is noticed through this Plan Summary. If no objections to same are timely filed, same may be approved at the Confirmation Hearing or at a later Fee Hearing. Per the *Addendum* filed, the fee amount set forth below is requested; if no fee is requested the explanation is set forth below and there will be no *Addendum* filed:

The previously confirmed plan provided for legal fees in the amount of \$2,800 for Debtors' counsel; approved fees that have been **Paid to Date \$2,800.00**. No Motions to Lift Stay have been filed, and per the Uniform Order of March 5, 2010, regarding legal fees for debtors' counsel in Chapter 13 cases, there are **no additional legal fees charged** for this first Amended Plan filed Post-Confirmation.

(2) REMAINING ADMINISTRATIVE CLAIMS & CLAIM(S) SECURED BY REAL PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE (Class 2):

(a) **Other Administrative Expenses:**

<u>Holder</u>	<u>Nature of Claim</u>	<u>Monthly Payment</u>	<u>Total Payment</u>
NONE			

(b) **Secured by Real Property that is the Debtor's Principal Residence per §1322(b)(2).** Payments or Other Treatment under §§1322(b)(5) & 1325(a)(5). Any payments not provided for in this class shall be paid as "Administrative Delay Payments." (See Section II(B)(4)(a) & III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Date Payments Begin</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. on 386 W. Lee, Bossier City, LA	Surrender	no more payments		Paid to Date \$2,820.50

(3) CLAIMS SECURED BY MOVABLE PROPERTY OR REAL PROPERTY WHERE §1322(b)(2) IS NOT APPLICABLE (Class 3): Secured creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment column (See Section III(A)(4)) (If a creditor receives the II(B)(1)(a) Adequate Protection Payments, then the "Average Payment" shown here will be the amount shown, less the adequate

protection payment paid in each disbursement):

(a) Secured Creditors-11 U.S.C. §506 Not Applicable (PMSI on “910” motor vehicle or 1-year for any other thing of value):

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated PMSI Amount</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
GMAC (NO CHANGE)	2008 Toyota Corolla	\$17,687.06	10% over 46 months= \$464.47 per month	\$21,365.84 (Paid to Date \$1,392.00)

(b) Secured Creditors--11 U.S.C. §506 Is Applicable:

<u>Creditor</u>	<u>Collateral</u>	<u>Value / Claim Amt.</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
Tower Loan of Bossier (NO CHANGE)	Misc. HHG’s	\$1,280.06	8% over 46 mos.= \$31.25 per month	\$1,500.00 (Paid to Date \$ 0.00)

(4) CURE OF DEFAULTS & ADMINISTRATIVE DELAY PAYMENTS UNDER §1322(B)(3) and/or (5). (Class 4):

(a) Cure for Administrative Delay Payments under §1322(b)(3) and/or (b)(5) (See Section III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. On 386 W. Lee, Bossier City, LA	surrender, no more payments	No More	Paid to Date \$0.00 .

(b) Cure of Defaults (Pre or Post-Petition) under §1322(b)(3) and/or (b)(5):

<u>Creditor</u>	<u>Collateral</u>	<u>Amount of Arrears</u>	<u>Total Payment</u>
Chase Home Mortgage Surrender-No more pymts.	1 st Mtg. On 386 W. Lee, Bossier City, LA	\$6,258.71 (pre-petition)	Paid to Date \$0.00.
Chase Home Mortgage Surrender-No more pymts.	2 nd Mtg. On 386 W. Lee, Bossier City, LA	\$200 (pre-petition)	Paid to Date \$0.00 .

(5) DOMESTIC SUPPORT OBLIGATION (DSO) ARREARS (Class 5):

<u>DSO Obligation Holder and/or Assignee</u>	<u>Nature of Claim</u>	<u>Total Payment</u>
NONE		

(6) OTHER UNSECURED PRIORITY CLAIMS INCLUDING TAX CLAIMS (Class 6):

<u>Creditor</u>	<u>Nature of Claim</u>	<u>Total Payment</u>
NONE		

(7) SPECIAL, CO-SIGNED AND/OR NONDISCHARGEABLE CLAIMS NOT PROVIDED FOR IN II(B)(8) (Class 7). Creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment (P & I) column:

<u>Creditor</u>	<u>Nature of Debt</u>	<u>Amount to be Paid</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
NONE				

(8) NON-PRIORITY GENERAL UNSECURED CLAIMS (Class 8): All other allowed general non-priority unsecured claims have been Paid to Date \$0.00 and shall be paid hereafter a total of \$0.00 to be distributed pro rata based

on their claim amount. The amount to be disbursed to the non-priority general unsecured creditors may be adjusted only as set forth in *III (C)(10)*.

NOTICE - ATTENTION: YOUR RIGHTS MAY BE AFFECTED - NOTICE

This pleading seeks relief under the Bankruptcy Code and complies with and is being noticed pursuant to Bankruptcy Rule 2002, 2016, 3012, 3013, 3015 and 4001. A notice document is being sent with this pleading setting a confirmation hearing on debtor's plan, and an *Addendum to Chapter 13 Plan-Application And Notice For Attorney Fees* has been filed in the record of this case and may be reviewed by logging onto PACER. This confirmation hearing shall also be the hearing on debtor's request for valuation, *See Section II(B)(3) above*, and compensation for debtor's attorney, *See Section II(B)(1)(b) above*. Provided no change of circumstances during the term of the plan, the "value", once determined shall be a "res judicata" determination and all parties shall be bound by such valuation. Additionally, if *I(B)* provides for payment to the Trustee of fifty percent (50%) of the net recovery from all personal injury and litigious claims, confirmation of this plan shall authorize the Trustee to accept such amount in full satisfaction of the estate's interest in such claim(s) and shall be deemed approval of any subsequent settlement and/or compromise

Objections to the debtor's plan, proposed valuation or compensation for debtor's counsel must be in writing and must be filed with the court and served on the debtor, debtor's counsel and the trustee at least seven (7) 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 debtor's counsel administrative claims for services rendered and reimbursement of advanced expenses. Counsel for debtor reserves the right to request additional fees b fee application for services exceeding any amounts set forth herein.

PLAN & SUMMARY DATE: March 21, 2011

MO, LARRY & CURLY

/s/ John A. Doe

Debtor: John A. Doe **Date Signed:** March 21, 2011

/s/ Jane A. Doe

Joint Debtor: Jane A. Doe **Date Signed:** March 21, 2011

BY: /s/ Nomo Bills Mo

Nomo Bills Mo, #707

Mo, Larry & Curly

711 Counselor Row

Shreveport, LA 71101

(318) 555-1212

NoMoDebt@aol.com

III. GENERAL PLAN PROVISIONS:**(A) ALL UNSECURED CLAIMS**

NOTICE: Objections to secured claims (See - Section V). Any opposition or response to the bifurcation of the Claim as set forth herein must be filed within seven (7) days prior to the hearing on this objection and confirmation hearing. If an opposition or response is timely filed, a hearing will be held on this objection to the claim at the same time, date, and place as the confirmation hearing on this Plan.

(1) PLAN VALUATION IS AN OBJECTION TO CLAIM.

To the extent that this plan values collateral less than the full amount due to the secured creditor, this plan includes an objection to said claim for the purpose of determining the amount of the allowed secured claim and determining the remaining allowed secured claim. See Section (V), *infra*.

(2) BIFURCATION OF CLAIMS FILED AS “SECURED”.

To the extent that there exists an allowed unsecured portion of a claim otherwise filed as secured, such unsecured amount shall be treated as a non-priority unsecured claim and paid *pro rata* with other non-priority unsecured claims.

(3) CERTAIN CREDITORS TO BE PAID EVEN IF NOT APPEARANCE MADE.

Unless otherwise specified or ordered by the court, any claim listed as secured in an amount greater than \$3,500.00 shall be paid by the Trustee according to the terms of this plan without the necessity of such creditor filing a proof of claim, objection, or otherwise making an appearance before the court, provided adequate information to make the distribution has been provided to the Trustee. Unless otherwise specified or ordered by the court, the Trustee: (i) shall not disburse to any secured creditor with a claim in the amount of \$3,500.00 or less unless a claim is filed; and (ii) shall not disburse to any unsecured priority claim creditors or general unsecured creditors pursuant to the terms of this plan unless a claim is filed.

(4) ALLOWED SECURED CREDITORS RETAIN RIGHTS.

All regular monthly home mortgage payments will be paid either by the Trustee or directly by the debtor. Unless otherwise stated, these payments will only maintain the home mortgage payments during the term of the plan and the obligation and security on the same shall survive the bankruptcy, subject to any payments made. Any creditor secured only by a security interest in the real property that is the debtor's principal residence shall retain all rights granted to it under its mortgage or security agreement except that any prior default shall be cured as set forth in this plan. The holder of a claim Secured by Movable Property or Real Estate where 11 U.S.C. §1322(b)(2) is not applicable, which is provided for in this plan, shall not receive more than the pre-computed sum in the Total Payment column. Nothing herein will prohibit the debtor from prepaying the claim without penalty provided the interest accrued on the “PMSI Amount” or “Value/Claim Amount” is calculated on a simple interest basis. The holder of an allowed secured claim (other than a home mortgage claim) shall retain the lien securing its claim until the earlier of payment of the underlying debt determined under nonbankruptcy law or discharge under 11 U.S.C. §1328. With respect to each allowed secured claim provided for under Section II. (B)(3) of the plan and where the full Total Payment amounts have been paid, the entry of a discharge under 11 U.S.C. §1328(a) shall entitle the debtor to obtain an order by ex parte motion directing the holder of such claim to cancel the lien and turn over the title to the debtor.

(5) SURRENDER OF COLLATERAL OR REJECTION OF EXECUTORY CONTRACT LIFTS STAY.

To the extent that this plan proposes surrender of collateral or rejection of an executory contract, upon confirmation of the plan, debtor agrees that the 11 U.S.C. §362 automatic stay be lifted as to these items, to allow any creditor holding a security interest in the items to pursue its rights to the collateral. Unless otherwise provided herein, any surrender shall be deemed in full satisfaction of the secured claim, determined by the actual claim filed or if same is inconclusive by the value set on such property in the

schedules filed by Debtor. Nothing herein is intended to abrogate debtor's or creditor's state law contract rights. If a creditor prevails in maintaining the right for an unsecured deficiency claim, nothing herein shall release any creditor from complying with all applicable state and federal laws.

(B) CLAIMS SECURED BY REAL ESTATE

(1) STATED MONTHLY PAYMENT & PRE-PETITION ARREARAGE IS ESTIMATED.

Any monthly payment or arrearage amount provided for in I(C)(1) or (2), II(B)(2)(b), II(B)(4) (a) or (b) is debtor's best estimate of what was owed as of the date the petition was filed. The actual monthly mortgage payment and allowed pre-petition arrearage shall be determined by the claims filed, or by Court rulings at confirmation if the issue is raised by objection to confirmation, or by rulings on objection(s) to the claim(s) filed.

(2) TIMING OF TRUSTEE DISBURSED PAYMENTS ON REAL PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE AND ADMINISTRATIVE DELAY PAYMENTS.

If this plan provides that the Trustee is to be the disbursing agent on real property that is the debtor's principal residence, the Trustee shall pay all such payments due during the term of the plan as set forth in II(B)(2)(b), II(B)(4) (a) or (b) above, including any allowed post-petition charges incurred during the term of the plan. This plan may provide that certain Trustee disbursed payments on real property that is the debtor's principal residence are recognized as "administrative delay payments." Plans that have Trustee disburse payments on the real property that is the debtor's principal residence will reflect no more than three months of administrative delay payments. This delay is caused by the provision contained in 11 U.S.C. §1326(a) which provides that the first plan payment to the Trustee is not due until thirty (30) days after the order for relief and because the Trustee will typically require some additional time period to process and disburse the funds received. The total number of all Trustee disbursed payments on real property that is the debtor's principal residence (including any administrative delay payments) shall at least be equal to the term of the Plan; however in some cases an additional month may be included.

(3) NOTICE OF PAYMENT CHANGE/ADJUSTMENT OF PAYMENT AMOUNT.

During the term of the plan and after completion the home mortgage creditor and/or mortgage holder and/or servicing entity shall continue to send to the debtor all notices, statements, or other written information that would have been mailed to the debtor but for the filing of the bankruptcy proceeding; however, demand letters are not permitted. If the holder of a home mortgage claim proposes to adjust the amount of the regular contractual installment payment due to a change in the interest rate, or escrow adjustment for payment of insurance and/or taxes, the claimant shall give written notice of the "adjusted home mortgage payment" to the debtor, debtor's counsel, and the trustee along with appropriate documentation explaining the reason for the adjustment. No post petition adjustment to the contractual installment payments due on a claim dealt with pursuant to §1322(b)(5) shall be valid unless authorized by the agreement upon which the claim is based, and unless timely notice of the proposed adjustment is served on the debtor, debtor's attorney, and the Chapter 13 Trustee.

If the Trustee disburses the Home Mortgage Payments, then upon receipt of a notice pursuant to the preceding paragraph, the Trustee shall send a letter to the debtor and debtor's counsel indicating that Trustee is either going to make the adjusted payment or cannot make the adjusted payment because of insufficient funding of the plan. If the debtor does not agree with the adjustments to the home mortgage payments proposed by the home mortgage creditor, it will be the duty of the debtor to take prompt action to contest the payment of the "adjusted home mortgage payment" by the Trustee, including, but not limited to, seeking by contradictory motion filed with the Bankruptcy Court a judicial determination of whether or not the "adjusted home mortgage payment" is warranted. Failure of the debtor to take any timely action to stop the disbursement by the Trustee of the "adjusted home mortgage payment" will constitute a waiver by the debtor of any action against the Trustee of the disbursement of payments that may ultimately be found or determined to be incorrect or excessive. Disbursements of the "adjusted home mortgage payments"

are subject to refund/disgorgement by the home mortgage creditor upon ruling by the Court. If the disbursement of an “adjusted home mortgage payment” causes the plan to fail to meet the minimum standards for confirmation described in 11 U.S.C. §1325 and the debtor has failed to modify the plan within thirty (30) days of the new payment date, then the Trustee or the debtor may seek a modification of the plan pursuant to 11 U.S.C. §1329, or file a motion to dismiss or convert the case.

(4) TRUSTEE’S DUTY TO CONFIRM NO UNPAID FEES, COSTS, OR CHARGES ON HOME MORTGAGES.

If the Trustee is the disbursing agent for the home mortgage(s), the Trustee shall confirm that there are no additional charges, late payments, escrow arrearages or other sums due prior to the closure of the case resulting from the completion of plan payments. Prior to the closure of the case resulting from completion of plan payments, a party in interest may seek a determination by the Court concerning the sufficiency of the payments made to a creditor pursuant to these provisions. Unless the Court orders otherwise, pursuant to an appropriate motion or other pleading, an order granting the debtor a discharge in this case shall serve as a conclusive determination that all pre-petition and post-petition defaults with respect to the debtors’ mortgage have been cured, within the meaning of 11 U.S.C. §1322(b)(5), as of the date of the final payment to the claimant by the Trustee. Furthermore, the debtors’ mortgage account shall be deemed current and reinstated on the original payment schedule under the note and security agreements as if no default had ever occurred.

If home mortgage payments are being disbursed by the Chapter 13 Trustee, the Trustee shall, prior to closure of the case resulting from completion of plan payments, make a RESPA request and then file a Motion to Determine the Payment Status of the Home Mortgage. The motion shall seek a court determination that the home mortgage(s) is current through a date certain. For the purpose of this provision, the Debtor authorizes and acknowledges that the Chapter 13 Trustee is an agent of the debtor for the purposes of the RESPA request. The Motion to Determine the Payment Status of the Home Mortgage shall specify the time period covered by the plan and the total amount which should have been paid over the same time period. The motion shall set forth the date and amount of each payment made by the Trustee to a creditor whose claim is subject to these provisions. The motion shall be served on the debtor, debtor’s counsel and each creditor holding a claim described in the motion. If any such creditor seeks to make a claim against the estate or the debtor that arose within the period covered by the motion (e.g. a claim for late charges or attorneys fees or any other charge authorized by the agreement with the debtor), such claim shall be barred unless a response to the motion is: (i) filed within seven (7) days prior to the proposed hearing date; and (ii) is allowed by the court.

(5) APPLICATION OF PRE-PETITION ARREARAGES, POST PETITION MORTGAGE PAYMENTS & APPROVAL OF POST-PETITION MORTGAGE FEES, COSTS AND CHARGES.

Unless otherwise provided by the plan or ordered by the court, payments disbursed by the Trustee to holders and/or servicers of mortgage claims shall be applied and credited only to the pre-petition arrearages necessary to cure the default, which shall consist of amounts listed on the allowed proof of claim and authorized by the note and security agreement and applicable non-bankruptcy law. Holders and/or servicers of mortgage claims shall deem the mortgage contractually current upon confirmation of the plan. Furthermore, all post-petition mortgage payments whether disbursed by the debtor or by the Trustee shall be applied and credited to debtor’s mortgage account as if the account were current and no pre-petition default existed on the petition date in the order and priority specified in the note and security agreement and applicable non-bankruptcy law. Post-petition mortgage payments made in a timely manner under the terms of this plan shall be applied and credited without penalty.

(6) APPROVAL OF POST-PETITION MORTGAGE FEES, COSTS AND CHARGES.

In order for a mortgage servicer to obtain approval of any fees, costs or charges approved under §506(b) during the course of the chapter 13 plan they must either: (I) file and notice fro an “if and only if” hearing an application for such §506(b) fees, costs or charges, or (ii) file a proof of claim which specifies the post-

petition fee, costs, or charges and timely notice the same to the Trustee, debtor and debtor's counsel. The failure of a holder and/or servicer to give such notice shall be deemed a waiver for all purposes of any claim for fees, expenses or charges accrued, and the holder and/or servicer shall be prohibited from collecting or assessing such fee, expenses or charges against the debtors or the debtors' account after entry of the order granting a discharge.

(C) MISCELLANEOUS OTHER PROVISIONS

(1) ADEQUATE PROTECTION PAYMENTS AND INSURANCE.

Beginning as soon as practicable upon the filing of a secured claim, if required—see III(A)(3), for a creditor identified in paragraph II(B)(1)(a), the Trustee shall make adequate protection payments which will usually equal 50% of a hypothetical monthly payment calculated by amortizing the amount to be paid to the creditor over the entire term of the plan. Adequate protection payments for a creditor identified in paragraph II(B)(1)(a), and if required for which an allowed secured claim has been filed, shall continue throughout the course of Trustee disbursements until the Total Payment amount on the creditor's secured claim provided for in II(B)(3)(a) and/or (b) has been paid. If a creditor receives Adequate Protection Payments, then the "Average Payment" shown under II(B)(3)(a) and/or (b) will be the amount shown, less the adequate protection payment paid in each disbursement. All adequate protection payments made shall be applied towards and deducted from the Total Payment amount. Nothing herein shall prohibit the Trustee from disbursing amounts in addition to the equal monthly installments from surplus funds consistent with the ranking provided in II(B). Additionally, the debtor will 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; however, if the collateral securing the obligation is a vehicle or other personal property with a value of less than \$3,500.00 or the underlying security agreement does not require the maintenance of insurance, the debtor will not be required to maintain full coverage insurance (this is not a waiver of any State law mandated insurance) against all losses on the property or provide for monthly adequate protection payments, unless otherwise ordered to do so.

(2) LIQUIDATION VALUE TO BE PAID.

The value as of the effective date of this plan of the property to be distributed under the plan on account of each allowed unsecured claim is not less than the amount that would be paid on such claim if the estate of the debtor was liquidated under Chapter 7 on such date. Personal injury claims or other litigious rights which are not exempt and which exist at the time the case is commenced are 11 U.S.C. §541 property of the bankruptcy estate and must be considered for liquidation value purposes. If this plan does not specifically address such non-exempt pre-petition personal injury claims or other litigious rights such claims or rights may not be pursued or settled without approval of the United States Bankruptcy Court presiding over this case; and actions to the contrary may constitute grounds for prejudicial dismissal of the case, conversion of the case to a Chapter 7, loss of the claim or right and/or possible criminal prosecution.

(3) NO LATE CHARGES, ETC. WITHOUT COURT APPROVAL.

Except as provided for in III(B)(5), no late charges, service charges, or penalties may be charged or collected by creditors from the date of the petition on pre-petition debts without approval of the court after notice and hearing.

(4) SPECIAL PROVISIONS FOR TAX AND/OR PRIORITY CLAIMANTS.

Debtor has been informed of the requirements set forth in:

- (a) 11 U.S.C. §521(e)(2)(A)(i) to provide to the Trustee not later than 7 days prior to the date first set for the meeting of creditors a copy of the Federal Income tax return or a transcript of such return for the most recent tax year ending immediately before the commencement of the case for which a Federal income tax return was filed.

- (b) 11 U.S.C. §521(j) to file all tax returns that become due after commencement of the case.
- (c) 11 U.S.C. §1308 to not later than the day before the date on which the meeting of creditors is first scheduled to file with appropriate tax authorities all tax returns for all taxable periods ending during the 4 year period ending on the date of the filing of the petition. That if this has not been done, then the Debtor will inform the Trustee of such non-compliance at the meeting of creditors and if valid cause exist then request the Trustee to “hold open” the creditors meeting for a period of time not to exceed the date first scheduled for the confirmation hearing on the first filed plan to allow the debtor to have prepared and filed all required returns, provide the Trustee proof of same, and amend the Plan to provide for all tax debts shown in such returns. That if such request is granted, then such meeting of creditors shall be “held open” until the date set by the Trustee.

Debtor has been informed that non-compliance with (a), (b) or (c) above can result in the case being dismissed or converted to a Chapter 7.

If priority claims are filed that exceed the estimated amount set forth in II(B)(5) & (6), Debtor will file an objection to such claims(s) and/or modify the plan to pay the claim(s) as filed. Nevertheless, any proof of Claim asserting a priority claim shall be deemed allowed and paid by the Trustee, even if the claim is not listed in the plan, unless and until a successful objection to the claim has been filed or the claim has been withdrawn. In the event the Trustee disburses on a priority claim not provided for in the plan, the Trustee shall disburse in the rank and order as if the claim was provided for in the applicable section of the plan. If the Trustee determines that the plan is not adequately funded because of the amount of a priority claim, the Trustee shall notify debtor and debtor’s counsel and debtor will either modify the plan accordingly and/or object to the claim.

(5) OBJECTION(S) TO PROOF(S) OF CLAIM.

Confirmation of this plan does not bar the debtor or any party in interest from objecting to a claim whether filed or not filed in accordance with Federal Bankruptcy Rules 3001 or 3002.

(6) CESSATION OF PAYMENTS WHEN AUTOMATIC STAY LIFTED OR WHEN PLAN FILED PROPOSING 11 U.S.C.1325(a)(5)(C) SURRENDER.

Unless ordered otherwise, the Trustee shall cease making disbursements to any secured creditor(s) that is secured by real or personal property that is §541 property of the estate after:

- (a) An order lifting the 11 U.S.C. §362(a) Automatic Stay on behalf of any recognized lien holder as to said property is entered and becomes final, or
- (b) Debtor files a modified plan that proposes to “surrender” pursuant to 11 U.S.C. §1325(a)(5)(C) such property to a creditor that has a security interest in same. The creditor may be entitled to continue receiving disbursements on previously provided for unsecured claims, unless a modification proposing to surrender the collateral is filed that would full satisfy all of such creditor’s claims. If a modification proposing to surrender the collateral is filed and ultimately confirmed that allows for a deficiency claim for the creditor, provided the property is liquidated in a manner which would otherwise allow the creditor to pursue against the debtor a deficiency claim absent a bankruptcy, an itemized proof of claim for any deficiency must be filed within one hundred twenty (120) days after the confirmation of the plan that proposed such “surrender” for the creditor to be allowed to participate in disbursements from the Trustee for debtor. *See Section III (A)(5).*

(7) RESERVATION AND RETENTION OF PRE & POST -PETITION CLAIMS.

Confirmation of this plan shall constitute a finding that the debtor does not waive, release or discharge but rather retains and reserves for himself and the bankruptcy estate any and all pre-petition claims and any and all post-petition claims that debtor could or might assert against any party or entity arising under or otherwise related to any state or federal statute or under state or federal consumer law including, but not

limited to, fraud, misrepresentation, breach of contract, unfair and deceptive acts and practices, Retail Installment Sales Act violations, Truth In Lending violations, Home Equity Protection Act violations, Real Estate Settlement Protection Act violations, Fair Debt Collection Practices Act violations, Fair Credit Reporting Act violations, Equal Credit Opportunity Act violations, Fair Credit Billing Act violations, Consumer Leasing Act violations, Federal Garnishment Act violations, Electronic Funds Transfer Act violations, and any and all violations arising out of rights or claims provided for by Title 11 of the United States Code, by the Federal Rules of Bankruptcy Procedure, or by the Local Rules of this Court.

To the extent a claim or counter claim is known by the debtor, the debtor is aware of the duty to list such claims or counter claims in the schedules and statements filed with this bankruptcy. The debtor has been made aware of the duty to disclose any such claims or counter claims should they become known to the debtor after the original schedules and statements have been filed or they arise after such date and if they may be property of the bankruptcy estate. The legal doctrines of issue preclusion are not to be prejudiced by these reservations and if a contested matter arises and such issues are joined or such issues should be raised and/or joined and such claims or counter claims were not disclosed, then the debtor has been informed that such claims or counter claims may be lost under the legal doctrines of issue preclusion and that debtor may later be barred from raising or pursuing such claims or counter claims.

(8) PROPERTY OF ESTATE AND VESTING OF SAME IN DEBTOR AT CONFIRMATION.

The filing of the bankruptcy petition by the debtor acts as a transfer by the debtor to the bankruptcy estate of all property, assets, rights that have value and claims against others that have value that the debtor has as of the date of the filing of the bankruptcy petition. Except as otherwise provided in this Plan, the confirmation of this plan vests all property of the bankruptcy estate in the debtor; this vesting of property of the bankruptcy estate in the debtor does not eliminate the legal requirement of the debtor to obtain court order authority to sell, lease, mortgage property or settle claims of the bankruptcy estate and absent such court order authority NO such sale, lease, mortgage or settlement of claims is permitted. If the Debtor listed in the filed schedules a personal injury or litigious claim and the last confirmed plan after such schedule was filed provided that 50% of the net recovery from any personal injury and litigious claims that are properly scheduled would be remitted to the Trustee, then confirmation of that Plan grants the Debtor and Trustee the right to settle such claim and disburse proceeds to the Trustee and Debtor without further authority from the Court.

(9) ESTIMATED TERM.

The number of months stated as the term of the plan is estimated. The actual term of the plan shall either be the stated number of months or the number of months necessary to allow the Trustee to pay all proposed Trustee disbursements, whichever occurs earlier. The proposed Trustee disbursements are those sums recognized in this plan including any additional sums required by III(C)(10). Notwithstanding the foregoing, the plan may not provide for payments over a period that is shorter than three (3) years unless it makes provisions for full payment of all allowed claims. The plan may not provide for payments over a period that is longer than five (5) years.

(10) AMOUNT TO BE PAID TO NON-PRIORITY UNSECURED CREDITORS (See Sections II (B)(8)).

The total amount to be disbursed by the Trustee pursuant to this plan to the entire non-priority unsecured creditor class (See Section II(B)(8)) may be adjusted only as follows:

- (a) Unless otherwise specified, any additional sums to be remitted to the Chapter 13 Trustee in connection with I(B), or other orders of the court, shall result in an increase in the specific amounts to be disbursed by the Trustee to the non-priority unsecured creditor classes in II(B)(8); however, once received, those amounts shall be distributed consistent with the order of distribution set forth in the plan (See Section II).
- (b) Except as provided in III(C)(10)(a) above, if, after payments of all Trustee disbursed Total Payment

amounts set forth in Section II, excess funds are available prior to the 36th payment due date, the Trustee may disburse those sums to the non-priority unsecured creditors consistent with the order of distribution in the plan (*See Section II*).

- (c) Minor adjustments to the total amount paid to the entire non-priority unsecured creditor class caused by good faith rounding or administrative errors of plus or minus (+ or -) \$250.00.
- (d) In below median income cases, if the total of all allowed arrearage amounts to be disbursed by the Trustee are less than the total of all amounts provided for in II(B)(4), or if the total of all allowed priority claims are less than the total of all amounts provided for in II(B)(6), and the 36th payment due date has elapsed, the Trustee may disburse the resulting additional sums to the non-priority unsecured creditors in class II(B)(8) consistent with the order of distributions set forth in the plan (*See Section II*).
- (e) In above the median income cases, if the total of all allowed arrearage amounts to be disbursed by the Trustee are less than the total of all amounts provided for in II(B)(4), or if the total of all allowed priority claims are less than the total of all amounts provided for in II(B)(6), and the 60th payment due date has not elapsed, the Trustee may disburse the resulting additional sums to the non-priority unsecured creditors in class II(B)(8) consistent with the order of distribution set forth in the plan (*See Section II*).

IV. DEBTOR'S REQUEST & MOTION FOR VALUATION OF SECURITY PURSUANT TO 11 U.S.C. §506:

Under 11 U.S.C. §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 purpose of the valuation and of the proposed disposition or use of such property. 11 U.S.C. §506(a)(2) states the value of personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the bankruptcy petition without deduction for costs of sale or marketing, and for property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined. 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. The debtor requests that this Court value the collateral of each of the creditors at the collateral value stated in part (II)(B)(3(b) of the debtor's plan of repayment. To the extent that the amount of the debt of any such creditor exceeds the stated collateral value, the debtor requests this Court order the difference be treated in the chapter 13 plan as an unsecured claim without priority. The debtor further requests the Court order the lien of each creditor listed be satisfied upon payment of the collateral value and the issuance of the debtor's discharge.

DATED: March 21, 2011

MO, LARRY & CURLY

BY: /s/ Nomo Bills Mo

Nomo Bills Mo #707

Mo, Larry & Curly

711 Counselor Row

Shreveport, LA 71101

(318) 555-1212

NoMoDebt@aol.com

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

**IN RE: John A. Doe
 Jane A. Doe
 Debtor(s)**

**:
:
:**

**Case No: 10-12345

Chapter 13**

POST-CONFIRMATION AMENDED CHAPTER 13 PLAN

DEBTORS' POST CONFIRMATION AMENDED PLAN OF REPAYMENT; POST CONFIRMATION AMENDED PLAN SUMMARY; PROPOSED ADEQUATE PROTECTION; and REQUEST FOR VALUATION OF SECURITY

Monthly Plan Payment.....	\$7,500 Total Paid to Trustee for months 1-10, and then \$460.00 per month for months 11-60, beginning April 12, 2011.
Estimated Term (See Sections I(A) & III(C)(9)).....	60 Months
Method Of Payment.....	Payroll Deduction
Above Or Below Median Income.....	Below Median
Attorney Compensation Already Approved : \$2,800.00, Plus \$0.00 For Post-Confirmation Amended Plan.....	Total Fee To Be Paid to Debtors' Counsel: \$2,800.00
Amount To Be Paid To Non-Priority Unsecured Creditors (See Sections II(8) & III(C)(10)).....	\$0.00 (NONE)
First Payment Due Date.....	June 12, 2010

Additional Payments to Trustee: **NONE**

Special Provisions and/or Changes to Section(s): **I. (C) (3) Debtors Surrender Home; II. (B) (2) (b) and II. (B) (4) (a) & (b) no more disbursements on home mortgages; and II. (B) (8) an elimination of the dividend to General Unsecured Creditors**

Summary and/or Reasons for Modification: Debtor, John A. Doe, was recently laid off from a job that he had held for over 12 years. After 3 plus months of drawing unemployment, Mr. Doe has now obtained new employment, but same is at a lower salary as is evidenced by the amended Schedules I and J filed herewith. Debtors can no longer afford to keep their home at 386 W. Lee, Bossier City, Louisiana, and are in this Post-Confirmation Amended Plan surrendering same in full satisfaction of the first and second mortgages thereon held by Chase Home Mortgage.

Where there are no changes made in this Post-Confirmation Amended Plan, the notation "**NO CHANGE**" will be made. The notation **Paid to Date \$** [] will show how much money has been disbursed on specific claims per previously confirmed plan(s) and the total of the **Paid to Date \$** [] sums together with any non-disbursed sums held by the Trustee should equal the above set forth Total Paid to Trustee prior to this plan.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA

SHREVEPORT DIVISION

IN RE: John A. Doe : Case No: 10-12345
Jane A. Doe :
Debtor(s) : Chapter 13

POST-CONFIRMATION AMENDED PLAN SUMMARY AND NOTICE

This pleading is a Bankruptcy Rule 3015(d) Summary and Notice of a Chapter 13 Plan of Repayment filed by the above captioned debtor(s) (the term debtor herein refers to both single and joint debtors). This six page document is only a summary and a portion of the complete plan. In all instances the complete plan and terms and conditions set forth therein shall be controlling. The complete plan and an Addendum to Chapter 13 Plan-Application And Notice For Attorney Fees states an amount for services rendered or to be rendered and expenses advanced or to be advanced by counsel for debtor, or the method of determining same. These pleadings may be viewed and printed by logging on to PACER at www.lawb.uscourts.gov. To obtain a password, you may register at http://pacer.psc.uscourts.gov or call PACER Service Center at 1-800-676-6856. The summary of the contents of the plan filed by debtor is as follows: Debtor's PLAN OF REPAYMENT PURSUANT TO 11 U.S.C. §§1321, 1322, 1322 AND 1325; PROPOSED ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §361; and debtor's REQUEST FOR VALUATION OF SECURITY; pursuant to 11 U.S.C. §506 and Bankruptcy Rule 3012:

I. PAYMENTS BY DEBTOR TO TRUSTEE, PAYMENTS BY DEBTOR DIRECTLY TO CREDITORS AND SECURED CREDITOR DEBT SATISFIED BY SURRENDER:

(A) Debtor has paid \$7,500 Total Paid for months 1-10, and will pay \$ 460.00 per month for months 11-60, beginning April 12, 2011, over an estimated term of 60 months or until all payments have been made or until all proposed disbursements have been made, whichever occurs earlier. The payments will be made by: Payroll Deduction. It is the responsibility of Debtor to make the monthly payments to the Trustee. If payroll deduction is the chosen method of payment, the Debtor will pay the Trustee all payments that come due until the payroll deduction is full in place, and will pay to the Trustee any sums on a monthly basis that come due and are not paid by payroll deduction.

(B) ADDITIONAL SUMS DEBTOR WILL REMIT TO THE CHAPTER 13 TRUSTEE:

(Place an "X" on the one that applies)

- X NONE
50% of the net recovery from all personal injury and litigious claims that are properly scheduled and are received by debtor prior to completion of the plan.
Other: (Describe, if applicable) received by debtor prior to completion of the plan.

(C) DEBTOR WILL PAY THESE CREDITORS DIRECTLY OR SATISFY CLAIM BY SURRENDER OF COLLATERAL:

(1) DEBTOR WILL PAY MORTGAGES(S) ON PRINCIPAL RESIDENCE/REAL PROPERTY:

Table with 4 columns: Creditor, Collateral, Estimated Monthly Payment, To Be Paid Beginning

(2) DEBTOR WILL PAY OTHER NON-PRINCIPAL RESIDENCE & NON-LEASE DIRECT PAYMENT(S) INCLUDING DIRECT PAY OR PAYROLL DEDUCTED SUPPORT

OBLIGATIONS:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Monthly Payment</u>	<u>To Be Paid Beginning</u>
NONE			

(3) AS SOON AS POSSIBLE AFTER PLAN CONFIRMATION DATE, DEBTOR WILL SURRENDER PROPERTY TO SECURED CREDITOR TO SATISFY CREDITOR'S SECURED CLAIM:

<u>Creditor</u>	<u>Collateral/Property to be Surrendered</u>
Chase Home Mortgage, holder of both first and second mortgage	Principal Residence located at 386 W. Lee, Bossier City, LA

(4) DEBTOR WILL PROVIDE FOR--PAY THE FOLLOWING LEASE---RENTAL---EXECUTORY CONTRACTS:

(a) Assumed and debtor will pay:

<u>Creditor</u>	<u>Description of Property</u>	<u>Regular Payment</u>	<u># Mos. Left on Orig. Contract</u>	<u>Arrears/Cure Amount</u>	<u>Remaining Reg. Pays. W/Cure Pays. & Term</u>
A-One Rental (NO CHANGE)	52" Sony LCD TV	\$96.50	18	\$289.50	\$144.75 Mos. 1-6 (Begin June 2010)& \$96.50 mos. 7-18 (Begin Dec. 2010)

(b) Rejected and to be surrendered as soon as possible after plan confirmation date & §362(a) Stay Lifted:

<u>Creditor</u>	<u>Description of Leased Property to be Surrendered</u>
NONE	

II. CLASSIFICATION/RANK OF CLAIMS DISBURSED BY TRUSTEE: The Chapter 13 Trustee shall make disbursements on the following claims only in the order and rank set forth herein. Claims are numerically ranked in classes and sub-classes. Sub-classes in the same numerical class shall be treated concurrently. The Trustee shall not make disbursements to any inferior ranked class until all accrued amounts due within a specific superior class have been paid in full. All amounts due within a specific class shall be paid *pro rata* concurrently before any distribution to a lower class. In the event the Trustee does not have sums sufficient to pay all concurrently ranked claims their full accrued monthly amounts, the Trustee shall disburse the funds available to the claimants of equal rank *pro rata* based on their stated monthly payment amount. If no monthly payment amount is stated then the *pro rata* disbursements shall be based on the total claim amounts.

(A) TRUSTEE'S FEE AND FILING FEE: Before each payment to debtor's counsel and creditors and prior to the disbursements set forth in II(B) the Trustee shall disburse pursuant to 11 U.S.C. §1326(b)(1) & (2) the following administrative-priority claims provided for under 11 U.S.C. §507(a)(1)(C) & (2).

(1) **TRUSTEE'S FEE:** The Trustee shall withhold from all payments received up to 10%. **\$487.50 Paid to Date.**

(2) **UNPAID FILING FEES:** NONE

(B) TRUSTEE DISBURSEMENTS ON CREDITOR CLAIMS, ADMINISTRATIVE CLAIMS

AND CLASSIFICATION/RANKING:

(1) ADEQUATE PROTECTION PAYMENTS AND ALLOWED ADMINISTRATIVE CLAIMS DISBURSED BEFORE THE PERIODIC-EQUAL MONTHLY PAYMENTS REQUIRED TO SECURED CREDITORS' CLAIMS (Class 1):

(a) **Continuing Adequate Protection Payments per 11 U.S.C. §361 (See Section III(C)(1)):** Payments made to creditor(s) shall continue until the secured claim(s) provided for in the later class is fully paid and shall be deducted from the Total Payment amount therein reflected.

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly A.P. Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
GMAC (NO CHANGE)	2008 Toyota Corolla	\$232.00	Until II(B)(3)(a) or (b) secured claim paid	See II(B)(3)(a) or (b) Total Payment Below for Paid to Date

(b) **Allowed Debtor's Attorney's Administrative Expense Claims Including Attorney's Fees and Expenses Under 11 U.S.C. §§ 330, 331, 503(b), 507(a)(2) & 1326(b)(1).** If fees are requested for this Post-Confirmation Amended Plan, an *Addendum To Chapter 13 Plan, Application And Notice For Attorneys Fees* setting forth how that administrative claim is determined is being contemporaneously filed, and same is noticed through this Plan Summary. If no objections to same are timely filed, same may be approved at the Confirmation Hearing or at a later Fee Hearing. Per the *Addendum* filed, the fee amount set forth below is requested; if no fee is requested the explanation is set forth below and there will be no *Addendum* filed:

The previously confirmed plan provided for legal fees in the amount of \$2,800 for Debtors' counsel; approved fees that have been **Paid to Date \$2,800.00**. No Motions to Lift Stay have been filed, and per the Uniform Order of March 5, 2010, regarding legal fees for debtors' counsel in Chapter 13 cases, there are **no additional legal fees charged** for this first Amended Plan filed Post-Confirmation.

(2) REMAINING ADMINISTRATIVE CLAIMS & CLAIM(S) SECURED BY REAL PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE (Class 2):

(a) **Other Administrative Expenses:**

<u>Holder</u>	<u>Nature of Claim</u>	<u>Monthly Payment</u>	<u>Total Payment</u>
NONE			

(b) **Secured by Real Property that is the Debtor's Principal Residence per §1322(b)(2).** Payments or Other Treatment under §§1322(b)(5) & 1325(a)(5). Any payments not provided for in this class shall be paid as "Administrative Delay Payments." (See Section II(B)(4)(a) & III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Date Payments Begin</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. on 386 W. Lee, Bossier City, LA	Surrender	no more payments		Paid to Date \$2,820.50

(3) CLAIMS SECURED BY MOVABLE PROPERTY OR REAL PROPERTY WHERE §1322(b)(2) IS NOT APPLICABLE (Class 3): Secured creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment column (See Section III(A)(4)) (If a creditor receives the II(B)(1)(a) Adequate Protection Payments, then the "Average Payment" shown here will be the amount shown, less the adequate

protection payment paid in each disbursement):

(a) Secured Creditors-11 U.S.C. §506 Not Applicable (PMSI on “910” motor vehicle or 1-year for any other thing of value):

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated PMSI Amount</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
GMAC (NO CHANGE)	2008 Toyota Corolla	\$17,687.06	10% over 46 months= \$464.47 per month	\$21,365.84 (Paid to Date \$1,392.00)

(b) Secured Creditors--11 U.S.C. §506 Is Applicable:

<u>Creditor</u>	<u>Collateral</u>	<u>Value / Claim Amt.</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
Tower Loan of Bossier (NO CHANGE)	Misc. HHG’s	\$1,280.06	8% over 46 mos.= \$31.25 per month	\$1,500.00 (Paid to Date \$ 0.00)

(4) CURE OF DEFAULTS & ADMINISTRATIVE DELAY PAYMENTS UNDER §1322(B)(3) and/or (5). (Class 4):

(a) Cure for Administrative Delay Payments under §1322(b)(3) and/or (b)(5) (See Section III(B)(2)):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Number of Payments</u>	<u>Total Payment</u>
Chase Home Mortgage	1 st Mtg. On 386 W. Lee, Bossier City, LA	surrender, no more payments	No More	Paid to Date \$0.00 .

(b) Cure of Defaults (Pre or Post-Petition) under §1322(b)(3) and/or (b)(5):

<u>Creditor</u>	<u>Collateral</u>	<u>Amount of Arrears</u>	<u>Total Payment</u>
Chase Home Mortgage Surrender-No more pymts.	1 st Mtg. On 386 W. Lee, Bossier City, LA	\$6,258.71 (pre-petition)	Paid to Date \$0.00.
Chase Home Mortgage Surrender-No more pymts.	2 nd Mtg. On 386 W. Lee, Bossier City, LA	\$200 (pre-petition)	Paid to Date \$0.00 .

(5) DOMESTIC SUPPORT OBLIGATION (DSO) ARREARS (Class 5):

<u>DSO Obligation Holder and/or Assignee</u>	<u>Nature of Claim</u>	<u>Total Payment</u>
NONE		

(6) OTHER UNSECURED PRIORITY CLAIMS INCLUDING TAX CLAIMS (Class 6):

<u>Creditor</u>	<u>Nature of Claim</u>	<u>Total Payment</u>
NONE		

(7) SPECIAL, CO-SIGNED AND/OR NONDISCHARGEABLE CLAIMS NOT PROVIDED FOR IN II(B)(8) (Class 7). Creditors recognized herein shall not receive more than the pre-computed sum reflected in the Total Payment (P & I) column:

<u>Creditor</u>	<u>Nature of Debt</u>	<u>Amount to be Paid</u>	<u>Estimated Rate, Term & Average Payment</u>	<u>Total Payment</u>
NONE				

(8) NON-PRIORITY GENERAL UNSECURED CLAIMS (Class 8): All other allowed general non-priority unsecured claims have been Paid to Date \$0.00 and shall be paid hereafter a total of \$0.00 to be distributed pro rata based

on their claim amount. The amount to be disbursed to the non-priority general unsecured creditors may be adjusted only as set forth in *III (C)(10)*.

NOTICE - ATTENTION: YOUR RIGHTS MAY BE AFFECTED - NOTICE

This pleading seeks relief under the Bankruptcy Code and complies with and is being noticed pursuant to Bankruptcy Rule 2002, 2016, 3012, 3013, 3015 and 4001. A notice document is being sent with this pleading setting a confirmation hearing on debtor's plan, and an *Addendum to Chapter 13 Plan-Application And Notice For Attorney Fees* has been filed in the record of this case and may be reviewed by logging onto PACER. This confirmation hearing shall also be the hearing on debtor's request for valuation, *See Section II(B)(3) above*, and compensation for debtor's attorney, *See Section II(B)(1)(b) above*. Provided no change of circumstances during the term of the plan, the "value", once determined shall be a "res judicata" determination and all parties shall be bound by such valuation. Additionally, if *I(B)* provides for payment to the Trustee of fifty percent (50%) of the net recovery from all personal injury and litigious claims, confirmation of this plan shall authorize the Trustee to accept such amount in full satisfaction of the estate's interest in such claim(s) and shall be deemed approval of any subsequent settlement and/or compromise

Objections to the debtor's plan, proposed valuation or compensation for debtor's counsel must be in writing and must be filed with the court and served on the debtor, debtor's counsel and the trustee at least seven (7) 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 debtor's counsel administrative claims for services rendered and reimbursement of advanced expenses. Counsel for debtor reserves the right to request additional fees b fee application for services exceeding any amounts set forth herein.

PLAN & SUMMARY DATE: March 21, 2011

MO, LARRY & CURLY

/s/ John A. Doe

Debtor: John A. Doe Date Signed: March 21, 2011

/s/ Jane A. Doe

Joint Debtor: Jane A. Doe Date Signed: March 21, 2011

BY: /s/ Nomo Bills Mo

Nomo Bills Mo, #707

Mo, Larry & Curly

711 Counselor Row

Shreveport, LA 71101

(318) 555-1212

NoMoDebt@aol.com