

Changes in Draft #3:

The provision for post-confirmation attorney fees appears on page 2 item 3(C) 3rd paragraph. Essentially it puts secured creditors at the 30% adequate protection payment level until attorney fees are paid. Depending on the amount of attorney fees the plan may not continue to work and a motion to dismiss may be necessary.

Regarding paragraph 4(G) Injunction against Future Debt, local debtor attorneys rejected my proposal to authorize a vehicle purchase\lease. It was their feeling that the continued involvement of the Trustee in a vehicle purchase\lease was a great aid to help them moderate their clients requests.

The exception on refinancing the home was changed, as suggested.

"Outside" and "direct" can be confusing. I changed the paragraph to use both terms together to remove any ambiguity and it now reads "directly by the Assisted Person(s) outside the plan."

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

In re:

Case No.  
Chapter 13  
Honorable:

Assisted Person(s)

\_\_\_\_\_ /

**CHAPTER 13 PLAN OF REORGANIZATION**

Original

Pre-Confirmation  
Modification # \_\_\_\_\_

Post-Confirmation  
Modification # \_\_\_\_\_

The term "Assisted Person(s)" refers to the person or both persons who filed the petition for relief in this case.

**1. NOTICE TO CREDITORS AND ANY PARTY IN INTEREST:**

You have been named as a creditor or party in interest by the above Assisted Person(s) who proposes this Chapter 13 Plan of Reorganization that may affect your rights.

**You should read this plan carefully and consult with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by allowing payment of less than the full amount of your claim, and bind you and the Assisted Person(s) to the terms of this Plan.**

**If you oppose any provisions of this Plan you must file a written Objection to Confirmation of this Plan by the deadline fixed by Court Rules or a Court Order. (See L.B.R.3015-3(E.D.M.))**

If you have a claim you need to file a Proof of Claim with the Bankruptcy Clerk by the claims deadline.

**2. FUNDING OF PLAN**

The future earnings of the Assisted Person(s) shall be submitted to the supervision and control of the Trustee who shall receive payments for a term of:

3 years;       5 years;      or  \_\_\_\_\_ months.

Not later than 30 days after the filing of the order for relief, the Assisted Person(s) shall begin making periodic payments to the Trustee as follows:

\$\_\_\_\_\_ weekly;       \$\_\_\_\_\_ every two weeks;

\$\_\_\_\_\_ monthly;       \$\_\_\_\_\_ twice per month.

Additionally, the Assisted Person(s) commits for payment into the Plan:

100%;                       50%; but not less than \$\_\_\_\_\_

each year of all future income tax refunds to which the Assisted Person(s) is entitled during the duration of the Plan and the Assisted Person(s) shall not alter any withholding exemptions without first obtaining approval from the Trustee.

Other funding provisions of the Plan are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. DISBURSEMENTS**

From the funds received by the Debtor, and after confirmation of the Plan or as otherwise authorized by the Court or Court Rules, the Trustee shall make disbursements as described in those categories that are checked below and in the order presented as follows:

**3(A); Domestic Support Obligation(s), entitled to priority status per 11 U.S.C. §507(a)(1)(A), pursuant to attached EXHIBIT A.**

**3(B); Pre and Post Confirmation Adequate Protection Payments pursuant to attached EXHIBIT B.**

**3(C); Administrative Expense Claims.**

The Trustee shall pay any unpaid filing fees due the Clerk. Then the Trustee shall be paid a percentage fee as determined by the United States Trustee for disbursements under this Plan.

The court approved fees and expenses of the attorney for the Assisted Person(s) shall be paid by the Trustee from any funds remaining after the monthly disbursement for post-confirmation Adequate Protection Payments, if any.

Post-confirmation attorney fees and expenses for the Assisted Person(s) shall be approved by the court and paid as an Administrative Expense in the same manner as pre-confirmation attorney fees and expenses by resuming the applicable post-confirmation Adequate Protection Payment provision of this Plan until paid in full.

**3(D); Other Payment Provisions for Domestic Support Obligation(s) pursuant to attached EXHIBIT D.**

**3(E); Secured Claims - Mortgage or Executory Contracts on Real Property pursuant to attached EXHIBIT E.**

**3(F); Pre-Petition Arrears - Mortgage or Executory Contracts on Real Property pursuant to attached EXHIBIT F**

**3(G); General Provisions Applicable to Personal Property Secured Claims, Executory Contracts or Unexpired Leases as recited on EXHIBIT G.**

- 3(H); Secured Claims – Purchase Money Security Interest in Motor Vehicles incurred within 910 days prior to the petition filing date and/or other collateral incurred during the one year period preceding the petition filing date pursuant to attached EXHIBIT H.**
- 3(I); Other Secured Claims pursuant to attached EXHIBIT I.**
- 3(J); Executory Contracts or Unexpired Leases on Personal Property pursuant to attached EXHIBIT J.**
- 3(K); Special Unsecured Claims pursuant to attached EXHIBIT K.**
- 3(L); Priority Unsecured Claims other than a Domestic Support Obligation.**  
All claims entitled to priority status pursuant to 11 U.S.C. §507, other than a Domestic Support Obligation, shall be paid in full through the Plan in deferred cash payments if a proof of claim has been timely filed, and shall be paid pro rata, but subsequent to the payment of Administrative Expense Claims, Domestic Support Obligation claim(s), and the monthly payments to Secured Claim(s), Other Secured Claim(s), executory contract or unexpired lease holders, Special Unsecured Claims, and pre-petition arrears claims(s), if any.
- 3(M); General Non-Priority Unsecured Claims**  
After payment of all claims described above, the Trustee shall disburse on a pro-rata basis any remaining funds to general non-priority unsecured creditors whose claims are timely filed.

An estimate of the percentage dividend to be paid to general non-priority unsecured creditors is shown on the attached worksheet. The present value of the amount to be distributed to general non-priority unsecured creditors through this Plan is not less than the amount that would be paid on such claims if the estate of the debtor were liquidated under a Chapter 7 proceeding, as shown in the liquidation analysis set forth at the end of the Plan. (See L.B.R. 3015-1(b)(E.D.M.))

If the liquidation analysis demonstrates that general non-priority unsecured claims would be paid 100% in a hypothetical Chapter 7 proceeding, such general non-priority unsecured claims shall receive an additional 5% annual interest during the term of the Plan until paid in full.

#### **4. GENERAL PROVISIONS:**

##### **4(A); Effective Date and Plan Completion.**

The Effective Date of this Plan shall be the date of confirmation. This plan shall be complete when the trustee has received all of the payments required by this plan, regardless of the percentage of recovery creditors might have received.

##### **4(B); Model Plan Exceptions.**

This Plan is identical to the standard Chapter 13 Model Plan adopted for use in the Eastern District

of Michigan in all respects except as follows:

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**4(C); Unsecured Creditors Filing Claims.**

If a creditor's claim is not listed in the Assisted Person(s) schedules, but the creditor nonetheless timely files a proof of claim, the Trustee is authorized to classify the claim into one of the classes described above, and to pay the claim consistent with that classification.

**4(D); Post-petition Claims**

After the notice requirements of L.B.R. 3015-2(c)(E.D.M.) have been satisfied, any post-petition claim filed under 11 U.S.C. 1305 shall be paid in the same manner that claims of a similar type are paid (e.g.: post-petition tax claims entitled to priority shall be paid as allowed pre-petition priority tax claims; post-petition non-priority unsecured claims will be paid as allowed pre-petition non-priority unsecured claims, etc.).

**4(E); Property of the Estate and Disposal of Non-exempt Property.**

Upon confirmation of the Plan, all property of the estate shall vest in the Assisted Person(s), except for the future earnings of the Assisted Person(s), and other property specifically devoted to the Plan. Further, the Assisted Person(s) may not dispose of any claimed non-exempt real or personal property without complying with L.B.R. 6004-2(E.D.M.). The Assisted Person(s) shall remain in possession of all property of the estate unless specifically provided otherwise.

**4(F); Assisted Person(s) Duty To Maintain Insurance.**

The Assisted Person(s) shall maintain all insurance required by law and contract upon property of the estate and the Assisted Person(s) property. Failure by the Assisted Person(s) to maintain proper insurance coverage could result in a hearing before the Bankruptcy Court by a creditor seeking to enforce their rights which may include remedies such as the lifting of the Stay Order or Dismissal of the case.

**4(G); Injunction Against Future Indebtedness.**

Upon confirmation of this Plan, the Assisted Person(s) may not, during the Plan's term, incur credit in excess of \$1,500.00 without prior consent of the Trustee, except for a student loan to be paid directly by the Assisted Person(s) outside the Plan, or refinancing of the principal residence or other real estate of the Assisted Person(s) for the purpose of acquiring funds to pay general unsecured creditors 100% of their timely filed claims through the Plan.

**4(H); Effect of Orders Lifting Stay on Disbursements.**

No disbursement shall be made by the Trustee to any secured creditor for whom the Automatic Stay has been lifted until such time as an amended claim is filed by such creditor.

**4(I); Tax Return Disclosure.**

All of the Assisted Person(s) tax returns that were due within four years prior to the date of the petition have been filed except as follows:

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**4(J): Prohibition Against Post-petition Tax Set-offs.**

Any post-petition tax refund due the Assisted Person(s) shall not be used by any government agency to set-off any pre-petition obligation of the Assisted Person(s).

**4(K): Discharge and Duty of Secured Creditors.**

After completion by the Assisted Person(s) of all payments under this Plan:

- (a) the Assisted Person(s) will receive a discharge of debts; and
- (b) any secured creditor whose claim has been fully paid shall execute and deliver to the Assisted Person(s) such mortgage discharge, release or termination statement as is, or may be, required by law to release any lien secured by property of the Assisted Person(s). (See L.B.R.2015-5 (E.D.M.))

**4(L): Debtor Engaged in Business.**

If this box is checked, the Assisted Person(s) is self-employed, and

does not;  does incur trade credit in the production of income.

The Assisted Person(s) is aware of the duties required by 11 U.S.C. §1304(b) and (c) regarding the operation of their business and shall comply with the provisions of L.B.R. 3015-1(a)(8) and 2003-2(a)(b) (E.D.M.) unless the Bankruptcy Court orders otherwise.

**4(M): Other Provisions.**

The Plan includes the following additional provision(s): \_\_\_\_\_

\_\_\_\_\_

Dated:

Assisted Person

Assisted Person

Prepared by:

## LIQUIDATION ANALYSIS

If this were a case under Chapter 7, the dividend to unsecured creditors is estimated as follows:

| <u>ITEM</u>                                 | <u>VALUE</u> | <u>LIEN</u> | <u>EQUITY</u> | <u>EXEMPTION</u> | <u>NONEXEMPT</u> |
|---|--------------|-------------|---------------|------------------|------------------|
| Residence<br>per §522(d)(1)                 |              |             |               |                  |                  |
| Motor Vehicles<br>per §522(d)(2)            |              |             |               |                  |                  |
| Household use<br>property per<br>§522(d)(3) |              |             |               |                  |                  |
| Personal Jewelry<br>per §522(d)(4)          |              |             |               |                  |                  |
| Trade Tools<br>per §522(d)(6)               |              |             |               |                  |                  |
| Life Insurance<br>per §522(d)(7)&(8)        |              |             |               |                  |                  |
| Benefits per<br>§522(d)(10)(A)-(E)          |              |             |               |                  |                  |
| Other Property<br>per §522(d)(5)            |              |             |               |                  |                  |

TOTAL:

**CHAPTER 13-MODEL WORKSHEET**

| <b>PLAN PAYMENTS:</b>                                      |                      | <b>TOTALS</b>        |
|--|----------------------|----------------------|
| PRE-CONFIRMATION: (Multiply)<br>_____ Periodic Payments X  | \$ _____ each        | \$ _____             |
| POST-CONFIRMATION: (Multiply)<br>_____ Periodic Payments X | \$ _____ each        | \$ _____             |
| Estimated Tax Refunds:                                     | ████████████████████ | \$ _____             |
| Other Funding Provisions:                                  | ████████████████████ | \$ _____             |
| <b>TOTAL ESTIMATED PLAN PAYMENTS:</b>                      | ████████████████████ | \$ _____             |
| <b>DISBURSEMENTS:</b>                                      | ████████████████████ | ████████████████████ |
| Trustee Fees   | \$ _____             | ████████████████████ |
| Attorney Fees  | \$ _____             | ████████████████████ |
| House Payments:<br>____ payments x _____ each              | \$ _____             | ████████████████████ |
| Escrow:<br>____ payments x _____ each                      | \$ _____             | ████████████████████ |
| Arrearage (including interest):                            | \$ _____             | ████████████████████ |
| <b>SECURED CLAIMS (INCLUDING INTEREST):</b>                | ████████████████████ | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| <b>SPECIAL UNSECURED CLAIMS:</b>                           | ████████████████████ | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| Creditor: _____  | \$ _____             | ████████████████████ |
| <b>TOTAL ADMINISTRATIVE, SECURED AND SPECIAL CLAIMS:</b>   | ████████████████████ | \$ _____             |
| <b>ESTIMATED FUNDS FOR UNSECURED CLAIMS:</b>               | ████████████████████ | \$ _____             |
| Priority Claims Per Schedule "E"                           | ████████████████████ | \$ _____             |

|   |                      |                      |
|---|----------------------|----------------------|
| Estimated Funds for Non-Priority Unsecured Claims                         | ████████████████████ | \$                   |
| Unsecured Claims Per Schedule "F"   | \$                   | ████████████████████ |
| Secured Deficiency Claims   | \$                   | ████████████████████ |
| Total Non-Priority Unsecured Claims                                       | ████████████████████ | \$                   |
| <b>ESTIMATED PERCENTAGE DIVIDEND TO<br/>NON-PRIORITY UNSECURED CLAIMS</b> | ████████████████████ | %                    |

**THIS COMPUTATION OF THE PERCENTAGE DIVIDEND IS AN ESTIMATE ONLY**

**EXHIBIT A**

**3(A): Domestic Support Obligation(s), entitled to priority status per 11 U.S.C. §507(a)(1)(A).**

The Assisted Person(s) is required to make payment(s) to the following holder(s) of a Domestic Support Obligation:

| <u>NAME</u> | <u>ADDRESS</u> | <u>CITY</u> | <u>STATE/ZIP</u> |
|-------------|----------------|-------------|------------------|
|-------------|----------------|-------------|------------------|

CODE

The pre-petition Domestic Support Obligation(s) is entitled to priority status pursuant to 11U.S.C. §507(a)(1)(A) and shall be paid in full through the plan if a proof of claim has been timely paid, and shall be paid prior to all other claims except the administrative expenses of the Trustee.

**EXHIBIT B**

**3(B); Pre and Post Confirmation Adequate Protection Payments.**

If this box is checked, the Trustee shall disburse to the following creditors holding a purchase money security interest in personal property, 30% of the regular monthly obligation, and to the lessors of personal property 100% of the regular monthly obligation, (See L.B.R.4001-7(a)(3)(E.D.M )) **if funds are available and the conditions stated below are satisfied:**

CREDITOR

COLLATERAL DESCRIPTION

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If this box is check, the Trustee shall disburse to the following creditor(s) that hold a mortgage on the Assisted Person(s) principal residence or other real property, or are a vendor with respect to an executory contract that is assumed by the Assisted Person(s) on their principal residence or other real property, 30% of the regular monthly obligation **if the conditions stated below are satisfied:**

CREDITOR

COLLATERAL DESCRIPTION

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**CONDITIONS TO BE SATISFIED BY THE CREDITOR(S) FOR THE COMMENCEMENT OF ADEQUATE PROTECTION PAYMENTS:**

(i) A proof of claim with adequate proof of a security interest attached setting forth the amount of the regular monthly obligation is filed by the Creditor and served on the Trustee and the Assisted Person(s) by the 14<sup>th</sup> day of the month prior to the next regularly scheduled monthly disbursement by the Trustee, and;

(ii) A stay is in effect as to the secured or leased property.

Adequate Protection Payments under this section may commence pre-confirmation and continue monthly post-confirmation, if necessary, until attorney fees and expenses for the Assisted Person(s) have been paid in full, and shall then continue until any post-confirmation mortgage or executory contract on real estate arrears has been fully cured. Thereafter, payments to the creditor(s) named above shall be paid pursuant to the applicable provision(s) of this Plan.

The Trustee will be paid a fee equal to the applicable statutory percentage fee on all Adequate Protection Payments made under this provision.

If the Trustee has insufficient funds on hand to make all of the required Adequate Protection Payments, then such payments shall be made pro rata based on the monthly payments required.

**EXHIBIT D**

**3(D): Other Payment Provisions for Domestic Support Obligation(s).**

The Assisted Person(s) is required to make payment(s) to the following holder(s) of a Domestic Support Obligation:

| <u>NAME</u> | <u>ADDRESS</u> | <u>CITY</u> | <u>STATE/ZIPCODE</u> |
|-------------|----------------|-------------|----------------------|
|-------------|----------------|-------------|----------------------|

Payment to these holder(s) of a Domestic Support Obligation(s) shall be made in the following manner:

If this box is checked, the holder(s) of a Domestic Support Obligation(s) will be paid directly by the Assisted Person(s) and not the Trustee, and the automatic stay with respect to this claim(s) shall be lifted upon confirmation on the Plan.

If this box is checked, the pre-petition Domestic Support Obligation(s) shall be paid in full through the plan by deferred cash payments if a proof of claim has been timely paid. The disbursement by the Trustee on this claim shall be by equal monthly payments over the term of the plan, but subsequent to the payment of Adequate Protection Payments, Administrative Expense Claims and the regular monthly mortgage or executory contract payment on the Assisted Person(s) principal residence or other real property.

If the Trustee has insufficient funds on hand to make the required equal monthly payment, then the payment on this Domestic Support Obligation(s) shall be made pro-rata together with the monthly payments due Secured Creditor(s), Other Secured Creditor(s), pre-petition arrears, executory contract or unexpired lease holders, and Special Unsecured Claims, if any.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to Secured Creditors, executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid pursuant to the provision as recited in EXHIBIT G.

If this box is checked, the Assisted Person(s) Domestic Support Obligation has been assigned to a governmental unit and the Plan's term is a five (5) year period. Only a portion of the pre-petition Domestic Support Obligation will be paid through this Plan. The remaining portion not paid at the completion of the Plan shall not be discharged and the Assisted Person(s) will continue to be responsible to make further payments.

\$\_\_\_\_\_ is the portion to be paid through this Plan if a proof of claim has been timely filed. The disbursement by the Trustee on this amount shall be by equal monthly payments over the term on the plan, but subsequent to the payment of Adequate Protection Payments, all administrative expense claims and the regular monthly mortgage or executory land contract payment on the Assisted Person(s) principal residence, however, if the Trustee has insufficient funds on hand to make the required equal monthly payment, then the payment on this portion of the Domestic Support Obligation(s) shall be made pro-rata together with the claims due secured creditors, pre-petition arrears, executory contract or unexpired lease holders, and Special Unsecured Claims.

**EXHIBIT E**

**3(E): Secured Claims - Mortgage or Executory Contracts on Real Property.**

The following creditor(s) hold a mortgage on the Assisted Person(s) principal residence or other real property, which lien shall be retained by the creditor, or is a vendor with respect to an executory contract that is assumed by the Assisted Person(s) on their principal residence or other real property, and the amount of the regular monthly payment is as follows:

| CREDITOR<br>NAME | COLLATERAL<br>DESCRIPTION | MARKET<br>VALUE | MONTHLY<br>PAYMENT |
|------------------|---------------------------|-----------------|--------------------|
|------------------|---------------------------|-----------------|--------------------|

After being adjusted for any Adequate Protection Payments, and subsequent to Administrative Expense Claims, and for the remaining term of this Plan, the trustee shall pay the regular monthly payment and any post-petition arrears to the creditor(s) as shown above, which includes interest at the contract rate, and applicable escrow, if any, unless paid directly by the Assisted Person(s) or surrendered as indicated below.

The escrow, if any, may be adjusted in accordance with the contract upon notification to the Trustee and the Assisted Person(s) attorney. The trustee is authorized to submit an amended Payment Order for entry without further notice to reflect any increased obligation caused by an escrow adjustment. (See L.B.R.3001-2(E.D.M.))

If the Trustee has insufficient funds on hand to make the required mortgage or executory contract payments, then such payments shall be made pro rata based on the monthly payments required.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to secured creditors, executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid pursuant to the provision as recited in EXHIBIT G.

**DIRECT PAYMENTS BY THE ASSISTED PERSON(S)**

If this box is checked, the regular monthly payment on the Assisted Person(s) principal residence or other real property will be paid directly by the Assisted Person(s) and not by the Trustee as the Assisted Person(s) is current on the debt(s).

| CREDITOR<br>NAME | MONTHLY<br>PAYMENT |
|------------------|--------------------|
|------------------|--------------------|

**EXHIBIT E, continued**

**SURRENDER OF THE PRINCIPAL RESIDENCE OR OTHER REAL PROPERTY**

If this box is checked the Assisted Person(s) will surrender their principal residence or other real property to the following mortgage creditor(s) or executory contract vendor(s), and the automatic stay shall be lifted upon confirmation of the Plan.

CREDITOR NAME \_\_\_\_\_

**LIEN STRIPPING OF MORTGAGE CREDITOR**

If this box is checked, the lien of the following mortgage creditor(s) shall be stripped from the Assisted Person(s) principal residence for the reason there is no equity to support a secured claim, and their claim(s) shall be treated entirely as an unsecured claim. Upon the successful completion of this plan the lien of these mortgage creditor(s) shall be removed by providing the Assisted Person(s) with a recordable mortgage discharge.

CREDITOR NAME \_\_\_\_\_

## **EXHIBIT F**

### **3(F); Pre-Petition Arrears - Mortgage or Executory Contracts on Real Property.**

If a mortgage is in arrears pre-petition, the pre-petition arrears will be cured with interest at the contract rate if the mortgage was executed prior to October 22, 1994 or without interest if the mortgage was executed after October 22, 1994.

If an executory contract on real property is in arrears pre-petition, the pre-petition arrears will be cured with interest at the contract rate.

Cure of any pre-petition arrears shall be by equal monthly payments by the Trustee within the Plan's remaining term.

If the Trustee has insufficient funds on hand to make the required equal monthly payment, then the pre-petition arrears shall be paid pro rata together with the monthly payments due Secured Creditor(s), Other Secured Creditor(s), executory contract or unexpired lease holders, Special Unsecured Claims, and Domestic Support Obligation(s), if any.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to secured creditors, executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid pursuant to the provision as recited in EXHIBIT G.

## EXHIBIT G

### **3(G); General Terms Applicable to Personal Property Secured Claims, Executory Contracts or Unexpired Leases.**

The General Provisions as recited in this EXHIBIT G shall be applicable to any personal property secured claim(s), executory contract(s), or unexpired leases.

The disbursement by the Trustee on personal property secured claim(s), executory contract(s) or unexpired leases shall be subsequent to the payment of Adequate Protection Payments, certain Domestic Support Obligation(s), Administrative Expense Claims, and the regular monthly mortgage or executory contract or unexpired lease holder payment on the Assisted Person(s) principal residence or other real property.

Secured creditor(s) shall retain their liens until the earlier of the full payment of their underlying debt as determined under non-bankruptcy law, or a Discharge Order is entered by the Bankruptcy Court. If this case is dismissed or converted to another proceeding before completion of the Plan, secured creditors shall continue to retain their liens to the extent recognized by applicable non-bankruptcy law.

Upon confirmation of the Plan by the Bankruptcy Court, the annual interest rate recited for a personal property secured creditor(s) will be binding on that creditor(s) unless a timely written objection to confirmation is filed and sustained by the Bankruptcy Court.

**Although you may believe your claim is a secured claim, it may nonetheless be classified as an unsecured claim, and be treated as such. UNLESS YOUR CLAIM IS SET FORTH SPECIFICALLY IN THIS PLAN AS A SECURED CLAIM, THE ASSISTED PERSON(S) IS PURPOSELY CLASSIFYING YOUR CLAIM AS UNSECURED AND IT WILL BE TREATED AS AN UNSECURED CLAIM DESPITE YOUR BELIEF THAT IT IS A SECURED CLAIM. ACCORDINGLY, YOU MUST TIMELY OBJECT TO CONFIRMATION OF THIS PLAN, OR YOU WILL BE DEEMED TO HAVE ACCEPTED THIS PLAN'S TREATMENT OF YOUR CLAIM.(SEE L.B.R.3015-3 (E.D.M.))**

If the Trustee has insufficient funds on hand to make the required equal monthly payments to Secured Creditor(s), Other Secured Creditor(s), and executory contract or unexpired lease holders, then these creditor(s) shall be paid pro rata together with the monthly payment due on the pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligation(s), if any.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to Secured Creditor(s), Other Secured Creditor(s), executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid towards any post-confirmation payments due these creditor(s) under this Plan but not yet paid. Thereafter, any excess funds shall be paid towards the pre-petition arrears claim(s) until paid in full. Thereafter, any remaining excess funds shall be paid pro rata, based on the equal monthly payments of this Plan, as a pre-payment of the equal monthly payments due to Secured Creditor(s), Other Secured Creditor(s), Special Unsecured Claims, and Domestic Support Obligations, if any, until paid in full prior to any distribution to unsecured claims.

**EXHIBIT H**

*(Please note that the General Provisions in Exhibit G are applicable to this section)*

**3(H); Secured Claims – Purchase Money Security Interest in Motor Vehicles incurred within 910 days prior to the petition filing date and/or other collateral incurred during the one year period preceding the petition filing date.**

The secured creditor(s) that qualify for treatment in this section, their collateral, and the annual interest rate to be paid on their claim are identified as follows:

| CREDITOR<br>NAME | COLLATERAL<br>DESCRIPTION | INTEREST<br>RATE |
|------------------|---------------------------|------------------|
|------------------|---------------------------|------------------|

The Secured Creditor(s) listed above shall be paid by the Trustee, after being adjusted for any Adequate Protection Payments, the remaining amount of their claim in equal monthly payments over the remaining term of the plan and any post-petition arrears, unless paid directly by the Assisted Person(s) or surrendered as indicated below, or the section directly below is checked to “cram down” the amount of the secured claim to the replacement value of the collateral for those creditors listed above and also named in the Other Secured Claims section of the Plan as shown in Exhibit I.

If the Trustee has insufficient funds on hand to make the required equal monthly payments, then the Secured Creditors listed above shall be paid pro rata together with the monthly payments due Other Secured Creditor(s), the pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligation(s), if any.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to Secured Creditor(s), Other Secured Creditor(s), executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid pursuant to the provision as recited in EXHIBIT G.

**ALTERNATIVE “CRAM DOWN” PROVISION**

If this box is checked, the Assisted Person(s) proposes to “cram down” the amount of the secured claim to the replacement value of the collateral for those creditors listed above and also named in the Other Secured Claims section of this Plan as shown in Exhibit I even though the claim is a purchase money security interest in a motor vehicle incurred within 910 days prior to the petition filing date and/or other collateral during the one year period preceding the petition filing date.

This provision will be applicable only if the affected creditor consents to this treatment of their claim by signing the proposed Order Confirming Plan. If accepted, this Plan provision shall be binding upon confirmation of the Plan by the Court.

**EXHIBIT H, continued**

If this Plan provision is not accepted by the creditor, then the Assisted Person(s) alternatively may surrender to that creditor their collateral in satisfaction of their secured claim within 30 days after confirmation of the Plan, and at confirmation of the Plan the automatic stay as to that creditor’s collateral shall be lifted.

If a motor vehicle is surrendered under this provision and a replacement vehicle is necessary for the success of the Plan, then, if approved by the Trustee, the Assisted Person(s) is authorized to incur debt for the purchase of a replacement motor vehicle in an amount not to exceed the replacement value stated in the Plan for the vehicle surrendered, and monthly payments funding the Plan shall be reduced in an amount not more than the equal monthly payment proposed to the creditor of the surrendered vehicle and shall be paid directly by the Assisted Person(s) outside of the Plan.

**DIRECT PAYMENTS BY THE ASSISTED PERSON(S)**

- If this box is checked, the following secured creditor(s) will be paid directly by the Assisted Person(s) and not by the Trustee as the Assisted Person(s) is current on the debt(s).

CREDITOR \_\_\_\_\_ COLLATERAL DESCRIPTION \_\_\_\_\_

**SURRENDER OF SECURED CREDITOR(S) COLLATERAL**

- If this box is checked, collateral held by the Assisted Person(s) shall be surrendered within 30 days after confirmation of the Plan to the following secured creditor(s) in satisfaction of their secured claim(s), and the automatic stay be lifted upon confirmation of the Plan.

CREDITOR \_\_\_\_\_ COLLATERAL DESCRIPTION \_\_\_\_\_

**EXHIBIT I**

*(Please note that the General Provisions in Exhibit G are applicable to this section)*

**3(I); Other Secured Claims**

All other secured creditors shall be paid the replacement value of their collateral. The excess of these secured claim(s) over the replacement value of their collateral shall be paid in the same manner as general non-priority unsecured claims. Other secured creditors, their collateral, its replacement value, and the annual interest rate to be paid, are identified as follows:

| <u>CREDITOR<br/>NAME</u> | <u>COLLATERAL<br/>DESCRIPTION</u> | <u>REPLACEMENT<br/>VALUE</u> | <u>INTEREST<br/>RATE</u> |
|--------------------------|-----------------------------------|------------------------------|--------------------------|
|--------------------------|-----------------------------------|------------------------------|--------------------------|

The other secured creditors identified in this section shall be paid by the Trustee, after being adjusted for any Adequate Protection Payments, the replacement value of their claim in equal monthly payments, and any post-petition arrears, over the remaining term of the plan, unless paid directly by the Assisted Person(s) or surrendered as indicated below.

If the Trustee has insufficient funds on hand to make the required equal monthly payments to Other Secured Creditor(s), then they shall be paid pro rata together with the monthly payments due Secured Creditor(s), the pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligation(s), if any.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to Secured Creditor(s), Other Secured Creditor(s), executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid pursuant to the provision as recited in EXHIBIT G.

**The Assisted Person(s) has stated the replacement value of the collateral as listed above. If a secured creditor claims a different replacement value, or different interest rate, then that creditor MUST TIMELY OBJECT TO THE CONFIRMATION OF THIS PLAN (SEE L.B.R.3015-3(E.D.M.)), AND THE REPLACEMENT VALUE AND/OR INTEREST RATE DISPUTE WILL BE LITIGATED AND DECIDED AS PART OF THE CONFIRMATION HEARING. Failure to timely object to the confirmation of this Plan shall be deemed to be an acceptance of this Plan's statement of replacement value and interest rate. This is notice that the Confirmation Hearing is also a hearing pursuant to F.R. BANKR.P.3012, VALUING YOUR SECURED CLAIM.**

**DIRECT PAYMENTS BY THE ASSISTED PERSON(S)**

If this box is checked, the following other secured creditor(s) will be paid directly by the Assisted Person(s) and not by the Trustee as the Assisted Person(s) is current on the debt(s), and the replacement value of the collateral exceeds the creditor’s claim(s): (See L.B.R.3070-1(E.D.M.)).

| <u>CREDITOR</u> | <u>COLLATERAL DESCRIPTION</u> |
|-----------------|-------------------------------|
|-----------------|-------------------------------|

**EXHIBIT I, continued**

**SURRENDER OF SECURED CREDITOR(S) COLLATERAL**

If this box is checked, collateral held by the Assisted Person(s) shall be surrendered within 30 days after confirmation of the Plan to the following other secured creditor(s) in satisfaction of their secured claim(s), and the automatic stay shall be lifted upon confirmation of the Plan.

CREDITOR \_\_\_\_\_ COLLATERAL DESCRIPTION \_\_\_\_\_

**EXHIBIT J**

*(Please note that the General Provisions in Exhibit G are applicable to this section)*

**3(J); Executory Contracts or Unexpired Leases on Personal Property.**

The following creditor(s) hold an executory contract or unexpired lease on personal property that is assumed by the Assisted Person(s), and the amount of the regular monthly payments are as follows:

| <u>CREDITOR</u><br><u>NAME</u> _____ | <u>COLLATERAL</u><br><u>DESCRIPTION</u> _____ | <u>MONTHLY</u><br><u>PAYMENT</u> |
|--------------------------------------|---|----------------------------------|
|--------------------------------------|---|----------------------------------|

After being adjusted for any Adequate Protection Payments, and for the remaining term of this Plan, the trustee shall pay the regular monthly payment and any post-petition arrears to the creditor(s) as shown above, unless paid directly by the Assisted Person(s) as indicated below.

If a pre-petition arrears exists, it shall be cured by equal monthly payments during the remaining term of the Plan.

If the Trustee has insufficient funds on hand to make the required monthly payment, then the payment for executory contract or unexpired lease holders shall be paid pro-rata together with the monthly payments due by Secured Creditor(s), Other Secured Creditor(s), Special Unsecured Claim(s), Domestic Support Obligation(s), and pre-petition arrears claim(s), if any.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to Secured Creditor(s), Other Secured Creditor(s), executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid pursuant to the provision as recited in EXHIBIT G.

**Any executory contract or unexpired lease not listed herein is rejected. The automatic stay shall be lifted upon confirmation of the Plan with respect to any rejected executory contract or unexpired lease.**

**DIRECT PAYMENTS BY THE ASSISTED PERSON(S)**

[ ] If this box is checked, the regular monthly payment to the following executory contract or unexpired lease holder(s) will be paid directly by the Assisted Person(s) and not by the Trustee as the Assisted Person(s) is current on the debt(s).

| <u>CREDITOR</u> _____ | <u>COLLATERAL DESCRIPTION</u> _____ |
|-----------------------|-------------------------------------|
|-----------------------|-------------------------------------|

**EXHIBIT K**

**3(K): Special Unsecured Claims.**

The timely filed claims of the following unsecured creditor(s) shall be paid in full with interest at the original contract rate by deferred cash payments.

CREDITOR NAME

The reason for the special treatment to these unsecured creditor(s) is as follows:

The claim is one on which an individual other than the Assisted Person(s) is also liable or has pledged their own property.

The claim is not dischargeable, or is otherwise entitled to special treatment for the following reasons:

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The Special Unsecured Creditors listed above in this section shall be paid their claim by the Trustee in equal monthly payments, and any post-petition arrears, over the remaining term of the plan.

If the Trustee has insufficient funds on hand to make the required equal monthly payment, then the payment on the Special Unsecured Claim(s) shall be paid pro-rata together with the monthly payments due Secured Creditor(s), Other Secured Creditor(s), executory contract or unexpired lease holders, Domestic Support Obligation(s), and pre-petition arrears claim(s), if any.

If the Trustee has excess funds available after the disbursement of the equal monthly payments to Secured Creditor(s), Other Secured Creditor(s), executory contract or unexpired lease holders, pre-petition arrears claim(s), Special Unsecured Claim(s), and Domestic Support Obligations, if any, then the excess funds shall be paid pursuant to the provision as recited in EXHIBIT G.