

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA**

IN RE:

**Case No. _____
Chapter 13**

Debtor(s).

CHAPTER 13 PLAN

NOTICE TO CREDITORS: YOU SHOULD READ THIS PLAN. EACH PARAGRAPH CONTAINS INFORMATION AND TERMS WHICH MAY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO PAYMENT OF YOUR CLAIM AND RETENTION OF YOUR LIEN RIGHTS OR SECURITY INTEREST. FAILURE TO OBJECT TO CONFIRMATION OF THIS PLAN OR FAILURE TO TIMELY FILE A PROOF OF CLAIM MAY RESULT IN THE LOSS OF YOUR SECURITY INTEREST OR RIGHT TO PAYMENT. YOU SHOULD CONSULT AN ATTORNEY FOR LEGAL ADVICE.

SECTION 1: PLAN TERM, PAYMENTS, COMMITMENT PERIOD, AMOUNT TO UNSECURED CREDITORS and CONSOLIDATION.

11 U.S.C. §§302(b), 1322(a)(1) and (d), 1325(a)(4), (b)(1)(B) and (b)(4) and 1326(a)(1). Plan Term and Payment: The plan term and payments are set forth in the Summary of Plan. The first plan payment is due 30 days from the date the Petition is filed. The Debtor(s) shall turn over the nonexempt proceeds from the sale of any property and any such funds shall be applied to the plan. Regardless of the stated term, the plan shall be complete and the Debtor(s) may request a discharge upon filing by the Trustee of a Notice of Completion of Plan Payments. The Trustee may file such Notice upon full payment of the allowed Class I, II, B., III, IV, A., IV, B., V and VI claims and payment to allowed Class IV, C. claims of the amounts required under the provisions of said Class IV, C. Unless otherwise ordered by the Court, Plan payments shall cease upon filing of the Notice of Completion of Plan Payments by the Trustee.

Additional Plan Payments: If the plan payments as proposed in the Summary of Plan are not sufficient to pay the allowed Class I, II, III, IV, V and VI claims as required by this plan, the Debtor(s)' Attorney may advise the Trustee in writing that the plan payment may be increased, which notice shall set forth the monthly plan payments.

Applicable Commitment Period: The Summary of Plan sets forth the applicable commitment period of 3 years or 5 years as determined by 11 U.S.C. §1325(b)(4).

Disposable Income Amount/Chapter 7 Liquidation Amount: The Summary of Plan states the amount that must be paid to Class IV Claims under 11 U.S.C. §§1325(a)(4) and (b)(1)(B).

Consolidation of Estates in a Joint Case: If this case is a joint case then confirmation of the plan shall operate to consolidate the estates under 11 U.S.C. §302(b).

**SECTION 2. Classification and Treatment of Claims (11 U.S.C. §§1322 and 1325).
The following provisions govern claims and creditors.**

1. All debts and claims are provided for by the Plan. The Plan does not alter the terms of any agreement described in 11 U.S.C. §362(b)(19) and any such amounts required to be paid by the Debtor(s) shall continue to be paid as provided by such agreement.
2. The provisions of this Plan, upon confirmation, bind each creditor whether or not such creditor has objected to, has accepted, or has rejected the plan. Confirmation of the Plan or any Order respecting a creditor's secured or unsecured claim shall not prohibit the Debtor(s) or the Trustee from filing any action against said creditor as set forth in Paragraph 10 below.
3. All creditors waive the right to receive any and all payments provided for by this plan to such creditor on any disallowed or un-filed claim and every such creditor shall credit the Debtor(s)' account as if such payments under the plan had been made. Creditors whose claim is provided for under Class I.A. or Class I. B. shall release their liens upon entry of a discharge. Creditors whose claims are provided for under Classes I.A., I. B. II. And/or III shall credit the Debtor(s) account with all amounts provided to be paid herein regardless of whether such payments are actually received. The provisions of this paragraph shall be effective upon the entry of a discharge under 11 U.S.C. §1328(a).
4. Holders of a pre-petition arrearage owed for a domestic support obligation may not take any action to collect said arrearage except through filing a proof of claim and receiving payment as provided for by this plan. With respect to any debt, other than a debt provided to be paid directly by the Debtor(s), all creditors are prohibited from taking any action to collect their debt from the Debtor(s), the Debtor(s)' property or property of the estate.
5. Creditors filing claims after the claims bar date must attach a statement to their proof of claim setting forth 1) the address to which notice was provided by the Debtor and/or the Court, 2) the address which, if used, would have provided effective notice; and, 3) the date notice was brought to the attention of the creditor. Creditors who are not scheduled and do not receive effective notice in time to file a timely claim may, at the option of the creditor, file a claim and have it allowed to the extent it would not require the Trustee to recoup payment from other Creditors, or, not file a claim in which case their debt shall not be subject to the Chapter 13 Discharge. Provided, however, that any such creditor may not take any act to collect its debt against property of the estate, property of the Debtor(s) or income used to fund the plan payments after effective notice of the bankruptcy until such time as the case is closed or dismissed.
6. Late filed claims are deemed allowed until the Court enters an order upon filing of an Objection to the Claim by a party in interest disallowing the claim. The Trustee shall not be required to

recoup or recover any funds paid to a creditor by the Trustee prior to entry of an order disallowing the claim. The Court may consider any claim and whether to allow or disallow said claim in whole or in part upon filing of a proper pleading by the Debtor(s) or the Trustee at any time prior to closing the case. An objection to a claim or an Adversary Proceeding to determine the validity, extent or priority of any lien may be brought at any time and the Debtor shall be permitted to reopen this case after this case has been closed to file said Objection or Adversary Proceeding. The provisions of this plan shall be binding upon any creditor in any hearing on a Modified Plan or Adversary Proceeding filed after the plan is first confirmed.

7. The provisions of Contracts with secured creditors are incorporated except follows:
 - a. Any Arbitration provision is void and unenforceable
 - b. Any creditor who is not a prevailing party to a Motion for Relief From Stay, a Motion to Abandon Property or a Motion for Adequate Protection by reason of said creditor's failure to appear at a duly noticed hearing may not add the attorneys fees and costs to the debt. If such a Motion is withdrawn by the creditor after determining that the Motion lacked evidentiary support then the creditor may not add the attorney's fees and costs to the debt. Any amounts paid the creditor to the Debtor(s), the Debtor(s)' Attorney, and/or the Trustee for improperly filing a Motion for Relief may not be added to the debt.
 - c. Upon dismissal, conversion to Chapter 7 or entry of an order for relief from the stay the pre-petition repayment terms are reinstated.
 - d. A creditor whose claim is paid by the Trustee and is not subject to the Discharge under 11 U.S.C. §1328(a)(1) may not assess or charge any fee or cost allowable or provided for in the contract, which amount is based upon a default or late payment, from the date of filing until the date of discharge, except as provided for in Section 2, Class II. Provided, however, a creditor may retroactively assess any unpaid late charges or fees upon dismissal or conversion to Chapter 7.
 - e. All notices may be sent to the address of the creditor as shown on the then current Court matrix or to the attorney for the creditor.
8. The Debtor(s) retain the ability to surrender any property which secures a debt of a creditor to said creditor during the administration of this plan by filing a Modified Post-Confirmation Plan and Motion to Modify the Plan if the Debtor deems it in the Debtor(s)' best interest to surrender said property.
9. Amounts set forth in this Plan are good faith estimates for purposes of confirmation. Where the Trustee is to make distributions on account of a claim, the Trustee may pay the allowed claims and may recalculate the equal monthly payments except for Class I. B. or III Claims, which shall be paid only as provided for by the Summary of Plan.
10. The Debtor(s) or Trustee may file any action for affirmative relief or recovery, for setoff or

recoupment, or may raise any affirmative defense permitted under applicable law (Federal or State) against any creditor based upon any pre-petition cause of action that the Debtor may have against said creditor and that the Debtor(s) have listed on any Schedules or Amended Schedules. The Debtor(s) or the Trustee may file any action or seek any recovery permitted under 11 U.S.C. §§362(k) and the Trustee may file any action or seek any recovery under Sections 542 through 553 inclusive (hereinafter "Title 11 actions"). The Debtor(s) or the Trustee may file an adversary proceeding based in whole or part on any post-petition action by the creditor that gives rise to a cause of action in favor of the Debtor(s) or the estate. An action for affirmative recovery, setoff or recoupment may be filed before the later of two years from the date of the petition or the expiration of the applicable statute of limitations. The Debtor(s)' Attorney may represent the Debtor(s) in any such action. The Debtor(s)' Attorney may represent the estate, with the consent of the Trustee and upon proper Application to the Court. The Debtor(s) shall be authorized to settle any non-Title 11 action in good faith upon such terms as are reasonable without further Order of the Court. The Trustee, individually, may settle any Title 11 action without further Order of the Court. Either the Debtor(s) or the Trustee may, at their option, seek Court approval of any settlement. Unless the Court orders otherwise, any recovery shall be disbursed as follows: First, to costs of the action; second, to the Attorney for the Debtor(s) or the Attorney(s) for the Estate in such amounts as are approved by the Court; third, for all actions except Title 11 actions to the Trustee to be applied toward the plan payments due or to be due from the Debtor(s), or for all Title 11 actions \$600.00 to the Debtor(s); fourth, to the Trustee in an amount not to exceed that necessary to complete the payments under the plan; and, fifth, to the Debtor(s).

11. The Debtor(s) shall be deemed to have opted out of any class action lawsuit without further notice or compliance with the procedure set forth by the Class Action Court unless relief is first obtained from this Court. Provided, however, only as respects any scheduled property which reverts in the Debtor(s) upon confirmation, if the Debtor(s) accept the benefits of class action settlement then they shall be bound by such settlement.
12. Nothing contained herein shall be construed to provide rights of collection against a Debtor in excess of the rights such creditor held against such Debtor pre-petition.
13. Where the plan provides for the Trustee to pay either the continuing home mortgage payment and/or the pre-petition or post-petition arrears, in addition to notice to the Debtor, and only while this case is pending, the Creditor or its servicing agent and any transferee must provide copies of all notices which would be required under 12 U.S.C. §2602 et seq. (RESPA) but for the filing of the bankruptcy case, to both the Trustee at the Trustee's address and to Debtor(s)' Counsel at the address of counsel listed below. **Should the servicing function be transferred the creditor or its servicing agent shall file either an amended claim or a transfer of claim to reflect the address where payments should be made and the account number which identifies such claim to such servicing agent. The Trustee and the Debtor shall be entitled to rely upon the claims register for purposes of mailing**

payments and any payment mailed to the address shown by the clerk on the claims register shall be required to be accepted by such entity. It shall be the duty of such entity to promptly forward such payment to the proper agent in such a manner as to insure proper credit by the transferee. The Debtor(s) shall be given credit for the payment upon initial receipt by the claimant.

CLASS I: Claims provided for under 11 U.S.C. §1325(a)(5).

Class I Claims are the claims of creditors who possess a security interest in property where such claim(s) shall be satisfied through distributions from the Trustee, payments from person(s) other than the Debtor(s) and/or surrender of collateral. All debts provided for in Class I shall be discharged upon entry of a discharge under Title 11 unless such creditor obtains an Order Denying the Dischargeability of its debt(s). The holder(s) of a Class I. A or I. B Claims shall retain their liens securing any such claims until the earlier of the payment of the underlying debt determined under applicable non-bankruptcy law or the entry of a discharge under 11 U.S.C. §1328 and such holders shall be deemed to be adequately protected while the case is pending by the distributions set forth on the Summary of Plan. If the case is dismissed or converted without completion of the plan, such lien shall be retained by such holder to the extent recognized by applicable bankruptcy law.

For purposes Classes I.A., I. B. and I. C. the Allowed Secured Claim shall mean the lesser of the amount determined by Court Order or the amount claimed secured or value stated by the creditor in its allowed claim as of the confirmation date or, if no such claim is filed by such date, its first filed claim thereafter.

CLASS I.A. Distributions pay the value of the allowed amount of the claim.

Class I.A. Claims are estimated for purposes of confirmation. Class I.A. Claims shall be paid deferred cash payments equal to the value of the allowed secured claim through interest which shall begin to accrue upon entry of the confirmation order. The Trustee shall pay from plan payments received by the Debtor(s) the allowed secured claim and may increase or decrease the equal monthly amount of the payment in order to pay the value of the allowed secured claims over the expected term of the plan.

CLASS I.B. Creditor accepts distributions provided by the Summary of Plan in satisfaction of its lien rights.

Class I.B. Claims are the allowed claims to which §506 does not apply pursuant to the paragraph after 11 U.S.C. §1325(a)(9) and for which the plan does not propose to pay in full. The Trustee shall pay from plan payments received by the Debtor(s) Class I.B. Claims only the amounts stated in the Summary of Plan where such amount is less than the allowed secured claim. Should any such creditor be determined to have rejected such treatment then such creditor shall receive the payments provided for in the Summary of Plan and 30 days after the filing of a Notice of Completion of Plan Payments by the Trustee the Debtor(s) shall surrender the collateral to the creditor. Should the Debtor(s) fail to surrender the collateral by such date the Creditor shall be entitled to pursue its

nonbankruptcy law *in rem* rights.

CLASS I. C. Secured claims which will not receive a distribution.

Class I. C. Claims shall be all claims provided for in said Class by the Summary of Plan or any allowed claim where the creditor asserts an interest in property and such claim is not provided for elsewhere in Classes I, II, III, IV, V or VI. Any property which has been scheduled by the Debtor(s) and is claimed as collateral by any creditor in its Class I.C. Claim shall be surrendered in satisfaction of the allowed secured claim. With respect to any collateral that is property of the estate the Creditor may prepare a Notice of Abandonment. The Trustee may execute and file the Notice of Abandonment upon such conditions as the Trustee may require. All property proposed to be surrendered shall continue to be subject to any avoidance powers of the Trustee until abandoned by the Trustee. No sooner than 30 days after entry of the confirmation order and after notice to the Trustee and to the Creditor, the Debtor(s) may have an unrelated third party store any property proposed to be surrendered and the creditor shall be responsible for all charges. Any co-owner(s), owner(s) and/or person(s) in possession of the collateral securing a Class I.C. Claim shall be permitted to retain the collateral provided such co-owner(s), owner(s) and/or person(s) in possession comply with the contractual obligations to the creditor(s). Where there is a non-bankrupt co-debtor, the Class I.C. allowed secured claim(s) of the creditor(s) shall be satisfied by the security interest in the property and/or payment from the co-owner(s), owner(s) and/or person(s) in possession and the Trustee shall make no distribution on any Class I.C. Claim. The holders of Class I.C. Claims shall retain their liens until terminated under applicable non-bankruptcy law.

CLASS II: Claims provided for under 11 U.S.C. §1322(b)(5).

Class II Claims are claims for which the default will be cured under Class II.B and the payments will be maintained until the filing of the Notice of Completion of Plan payments by the Trustee. Class II claims are not discharged upon entry of a discharge and Creditors holding Class II Claims shall retain their liens to the extent any payments have not been waived as provided for by this plan. For all Class II claims, the debt shall be fully reinstated upon completion of the plan payments. The balance due under the original amortization schedule shall be the amount remaining due after the Notice of Completion of Plan Payments is filed and the creditor shall have no right to declare a default based upon an event occurring before the filing of the Notice of Completion of Plan Payments, failure of the creditor to receive a payment, failure of the creditor to receive a payment by the due date or failure to receive the amount due the creditor based upon the creditor's failure to assert its rights. If the creditor fails to file any amended claim or notice or any claim pursuant to this Class II and/or 11 U.S.C. §1305, the pre-discharge payments due, escrow charges, fees, costs and other charges are discharged and the creditor waives its right to payment of the same and the amount of the creditor's lien is reduced accordingly. See Section 2, Paragraph 13 for more provisions related to servicing agents.

CLASS II. A. Maintenance of Payments.

The Trustee shall pay from plan payments received by the Debtor(s) or the Debtor(s) shall pay directly, as set forth in the Summary of Plan, the allowed Class II.A. Claims the regular monthly payment in the amounts set forth by the creditor during the actual term of the plan. In the absence of the creditor stating such an amount in its claim or amended claim the creditor shall receive the amount set forth in the Summary of Plan. If paid by the Trustee, said payments shall continue until the Trustee files a Notice of Completion of Plan Payments and thereafter the Debtor(s) shall be responsible for making said payments. In the event the amount of the regular monthly payment changes due to changes in taxes or insurance, modification of a support order, changes in the interest rate pursuant to an adjustable rate agreement or for any other reason, then the creditor shall file with the Court an amended claim or a notice of changed payment amount at least 25 days (30 days less 5 days for mailing or filing) prior to the effective date of the change and said creditor shall be paid the amount of the regular monthly payment set forth in the notice by the Trustee from the date of filing of the amended claim or notice. The first post-petition payment due date shall not be earlier than the 10th day of the month after the first plan payment is due to the Trustee from the Debtor(s). The creditor shall be entitled to a post-petition arrearage claim as set forth in Class II.B below.

CLASS II. B. Curing of the Default(s).

Class II. B. Claims are the claims for the amounts necessary to cure all pre-petition and postpetition defaults of Class II. A. Claims. The Trustee is authorized to pay the allowed amount of each Class II. B. claim and may recalculate the payments.

CLASS III. Claims which shall be paid pursuant to the Summary of Plan.

Class III claims shall be the claim so designated in the Summary of Plan. The Trustee shall pay from plan payments received by the Debtor(s) Class III Claims only the amounts stated in the Summary of Plan.

Class IV. Administrative Expenses and Unsecured Claims.

Class IV shall be all approved administrative expenses and pre-petition priority and non-priority unsecured claims not provided for in Classes II or III above.

Class IV. A. Administrative Expenses allowed under 11 U.S.C. §503.

The Trustee shall pay the allowed administrative expenses from funds available each month after providing for the distributions due to each Class I, II, III and VI Claim.

Class IV. B. Priority Unsecured Claims.

The Trustee shall pay all allowed Class IV.B claims from funds available after full payment of Class IV. A. claims and after providing for the distributions due to each Class I, II, III and VI Claim. Claims for Domestic Support Obligations shall be paid prior to other Class IV.B. claims.

Class IV. C. Non-Priority Unsecured Claims.

The Trustee shall pay to allowed non-priority unsecured claims their pro-rata percentage of total amount due, if any, to holders of allowed non-priority unsecured claims, but in no event shall the Trustee pay more than 100% of each allowed non-priority unsecured claim. The total amount due to holders of non-priority unsecured claims shall be determined by taking the greater of 1) the Chapter 7 Liquidation Amount and subtracting the amounts payable to Class IV.A. and IV.B. Claims; or, 2) the Disposable Income Amount . All such amounts are set forth in the Summary of Plan. The Trustee shall pay the allowed Class IV.C. claims the required amounts from funds available after full payment of Class IV.A., IV.B. and V Claims and after providing for the distributions due to each Class I, II, III and VI Claim.

CLASS V. Claims allowed under 11 U.S.C. §1305.

Any creditor who files a claim that is allowed under 11 U.S.C. §1305 shall be paid in full the allowed amount of such claim by the Trustee from funds available after full payment of Class IV.A. and IV.B. Claims and after providing for the distributions due to each Class I, II, III and VI Claim.

CLASS VI. EXECUTORY CONTRACTS. (11 U.S.C. §§365 and 1322(b)(7)).

If executory contracts are assumed by the Debtor(s) then the provisions contained in the Summary of Plan shall meet the requirements of 11 U.S.C. §365. If payment to any creditor who claims to be party to any executory contract or lease is provided for under Classes I.A. or I.B. above (including automobile service contracts and/or warranties) then the Debtor(s) assume the executory contract and, where applicable, exercise their purchase option. Payment of all sums due under the executory contract and/or the purchase option shall be deemed to be satisfied and paid upon filing by the Trustee of a Notice of Completion of Plan Payments and the Debtor shall own the property free of any lien or claim of the Creditor/Lessor. If payment to any such creditor is provided for under I.C above then the Debtor(s) reject the executory contract. If there are no executory contracts shown in the Summary of Plan then there are no other executory contracts to assume or reject.

SECTION 3. Provisions related to the Debtor and to Property of the Estate.

The following provisions govern property of the estate and the post-petition actions of the Debtor:

1. All property of the estate under 11 U.S.C. §1306 which as been scheduled by the Debtor(s) and proposed in the plan to be retained by the Debtor(s) shall vest in the Debtor(s) upon confirmation. Property which reverts in the Debtor(s) shall not be considered as abandoned for purposes of reporting abandoned property to the United States Trustee. All property claimed exempt shall revert in the Debtor on the day after the last day to file an objection as provided by F.R.B.P. 4003(b)(1) but such reversion shall not limit any party in interest's right to object to such exemption within the time period permitted by F.R.B.P. 4003(b)(2). All property proposed to be surrendered shall remain property of the estate until abandoned by the Trustee. In no event shall the Trustee have a duty to insure or protect any property. The Debtor(s) shall have exclusive control of property of the estate and of property vested in the Debtor(s). Property

not scheduled shall remain property of the estate until abandoned by the Trustee and a case may be reopened to administer such property if there would be a benefit of unsecured creditors.

2. Property of the estate under 11 U.S.C. §348(f)(2) shall include all property of the Debtor(s) or of the estate. All property acquired by the Debtor(s) after the petition is filed shall remain property of the estate until abandoned.
3. The Debtor(s) may sell, assign or transfer scheduled property for a fair and reasonable value upon agreement of the secured creditor or after notice and opportunity for hearing provided that personally identifiable information is protected as required by 11 U.S.C. §363 and for any and all sales the non-exempt proceeds are turned over to the Trustee.
4. The Debtor(s) shall make sufficient estimated tax payments and/or have sufficient amounts withheld to satisfy all post-petition tax liabilities. The Debtor(s) shall file with the Court or provide to the Trustee a copy of the Debtor(s)' federal and state tax returns at the same time as filed, but in any event no later than May 1, for each year the case is pending unless the Trustee agrees in writing to an extension. Only where requested by a party in interest, the Debtor(s) shall have complied with 11 U.S.C. §521(f)(4) if they file the required statements by June 15th of any year of the plan where such statements are requested or within 60 days of such request.
5. The Debtor(s) are prohibited from incurring any debts without prior approval of the Court, except such debts as may be necessary for emergency medical or hospital care. Provided, however, the Debtor shall have the authority without further Order of the Court to borrow sufficient funds to pay all remaining plan payments and any payoff balance due to any creditor holding a lien on the property to secure the new debt. Pursuant to 11 U.S.C. §364(d), confirmation of this plan shall authorize the Debtor to grant a lien upon any collateral listed in Section 2, Class II to secure any funds so borrowed. The lien so granted shall be effective as of the date of the security agreement or mortgage provided that the funds required by the Trustee to complete the plan are received by the Trustee within ten days of the date of the security agreement or mortgage. The closing agent for any such transaction may disburse funds directly to any creditors provided to be paid direct by the Debtor, may disburse funds directly to any creditor with a lien upon the property securing the new debt, may pay the amounts required to the Trustee and the balance, if any, to the Debtor(s). Provided further that the Debtor may only borrow funds if the amount tendered to the Trustee will pay the remaining plan payments (balance due) under the confirmed plan The Debtor shall receive a credit against the plan payments for any amounts paid directly by the closing agent to any creditor permitted here under to be paid direct.

SECTION 4: SIGNATURES OF DEBTORS AND COUNSEL.

11 U.S.C. §§1325(a)(3) and 1326(a)(2).

BY SIGNING BELOW YOU AFFIRM THAT YOU HAVE READ THIS PLAN AND SUMMARY AND HAVE BEEN PROVIDED WITH A COPY OF EACH.

