Model Plan
Draft. 10/1/2010
Trustee: \_\_\_\_ Marshall
Stearns

## UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

\_\_\_ Meyer \_\_\_ Vaughn

In re:		Case No B			
		□ Original Chapter 13 Plan			
	Debtors.	☐ Modified Chapter 13 Plan, dated			
	A check in this box indicates that the plan contains special provisions, set out in Section G. Otherwise, the plan ncludes no provisions deviating from the model plan adopted by the court at the time of the filing of this case.				
Section A	1. As stated in the debtor's Schedule I and J, (a) the	number of persons in the debtor's household is			
Budget items	(b) their ages are; (c) total h total monthly household expenses are \$, l ments.	ousehold monthly income is \$: and (d) eaving \$ available monthly for plan pay-			
	2. The debtor's Schedule J includes \$f debtor made substantially similar contributions for	For charitable contributions; the debtor represents that the months prior to filing this case.			
Section B  General  items		l executory contracts listed in Section G of this plan; all ejected. Both assumption and rejection are effective as			
	2. Claims secured by a mortgage on real property of tion E of this plan, shall be treated as follows:	the debtor, set out in Section C or in Paragraph 2 of Sec-			
		mount specified in Paragraph 5 of Section E, while the mortgage will be reinstated according to its original ecover any amount alleged to have arisen prior to the fil-			
	graph 5 of Section E, the standing trustee shall file a ney for the debtor a notice stating (1) that the cure at obligations of the debtor, (2) that the mortgagee is rerent unless the debtor has failed to make timely pay has failed to make timely payments of any postpetitioutstanding payment obligations as of the date of the court, giving notice to the standing trustee, the debto service of the notice from the trustee (or such longer fails to file and serve a statement of outstanding obliquired to treat the mortgage as reinstated according trustee's notice, and (5) that if the mortgagee does strequired time, the debtor may (i) within 30 days of statement by motion filed with the court, on notice tresolving the challenge as a contested matter, or (ii) tional amounts that the debtor acknowledges or the set forth on a timely filed statement of outstanding or are not paid by the debtor through a modified plat will be unaffected. No liability shall result from any quired by this subparagraph.	the final payment of any cure amount specified in Paramount serve upon the mortgagee, the debtor, and any attormount has been paid, satisfying all prepetition mortgage equired to treat the mortgage as reinstated and fully curments of postpetition obligations, (3) that if the debtor on obligations, the mortgagee is required to itemize all enotice, and file a statement of these obligations with the or, and any attorney for the debtor, within 60 days of time as the court may order), (4) that if the mortgagee is resto its original terms, fully current as of the date of the serve a statement of outstanding obligations within the ervice of the statement, challenge the accuracy of the othe mortgagee and the standing trustee, with the court propose a modified plan to provide for payment of additiourt determines to be due. To the extent that amounts obligations are not determined by the court to be invalid in, the right of the mortgagee to collect these amounts of non-willful failure of the trustee to serve the notice re-			
	of this bankruptcy case and before the final payment	g attorneys' fees, incurred by the holder after the filing tof the cure amount specified in Paragraph 5 of Section er of the court on motion of the holder. Otherwise, any subparagraph (b) above.			

	3. The holder of any claim secured by a lien on property of the estate, other than a mortgage treated in Section C or in Paragraph 2 of Section E, shall retain the lien until the earlier of (a) payment of the underlying debt determined under nonbankruptcy law, or (b) discharge under 11 U.S.C. § 1328, at which time the lien shall terminate and be released by the creditor.  4. The debtor shall retain records, including all receipts, of all charitable donations listed in Schedule J.
Section C  Direct payment of claims by debtor	☐ The debtor will make no direct payments to creditors holding prepetition claims. /or/ ☐ The debtor will make current monthly payments, as listed in the debtor's Schedule J—increased or decreased as necessary to reflect changes in variable interest rates, escrow requirements, collection costs, or similar matters—directly to the following creditors holding claims secured by a mortgage on the debtor's real property:  ☐ Creditor:, monthly payment, \$; Creditor:, monthly payment, \$; If this box is ☐ checked, additional direct mortgage payments are listed on the overflow page.
Payments by debtor to the trustee; plan term and comple- tion	1. Initial plan term. The debtor will pay to the trustee \$ monthly for months [and \$ monthly for an additional months], for total payments, during the initial plan term, of \$ [Enter this amount on Line 1 of Section H.]  2. Adjustments to initial term. If the amount paid by the debtor to the trustee during the initial plan term does not permit payment of general unsecured claims as specified in Paragraphs 8 and 9 of Section E, then the debtor shall make additional monthly payments, during the maximum plan term allowed by law, sufficient to permit the specified payments.  3. Plan completion. □ The plan will conclude before the end of the initial term, as adjusted by Paragraph 2, only at such time as all allowed claims are paid in full, with any interest required by the plan /or/□ The plan will conclude before the end of the initial term at any time that the debtor pays to the trustee the full amounts specified in Paragraphs 1 and 2.
Section E  Disburse- ments by the trustee	The trustee shall disburse payments received from the debtor under this plan as follows:  1. Trustee's fees. Payable monthly, as authorized; estimated at

## Section E 3.1. Other claims secured by value in collateral. All secured claims, other than mortgage claims treated above and claims treated in Paragraph 3.2, are to be paid in full during the plan term, with interest at the an-Disbursenual percentage rates and in the fixed monthly amounts specified below regardless of contrary proofs of claim ments by (subject to reduction with the consent of the creditor): the trustee (a) Creditor: Collateral: Collateral: Amount of secured claim: \$\_\_\_\_\_\_ APR \_\_\_\_\_\_% Fixed monthly payment: \$\_\_\_\_\_\_; Total estimated payments, including interest, on the claim: \$\_\_\_\_\_\_. □ Check if non-PMSI (b) Creditor: \_\_\_\_ Collateral: \_\_\_\_ Amount of secured claim: \$\_\_\_\_ APR \_\_\_\_ % Fixed monthly payment: \$\_\_\_\_ ; If this box $\Box$ is checked, additional secured claims are listed on the overflow page. [All claims in the debtor's Schedule D, other than mortgages treated above and claims for which the collateral has no value, must be listed in this paragraph.] The total of all payments on these secured claims, including interest, is estimated to be \$ . [Enter this amount on Line 2c of Section H.] 3.2. Other secured claims treated as unsecured. The following claims are secured by collateral that either has no value or that is fully encumbered by liens with higher priority. No payment will be made on these claims on account of their secured status, but to the extent that the claims are allowed, they will be paid as unsecured claims, pursuant to Paragraphs 6 and 8 of this section. (a) Creditor: Collateral: (b) Creditor: \_\_\_\_\_ Collateral: \_\_\_\_ If this box $\square$ is checked, additional claims covered by this paragraph are listed on the overflow page. 4. Priority claims of debtor's attorney. Payable in amounts allowed by court order. The total claim of debtor's attorney is estimated to be \$\_\_\_\_\_.[Enter this amount on Line 2d of Section H.]

debtor's attorney is estimated to be \$\_\_\_\_\_\_\_.[Enter this amount on Line 2d of Section H.]

5. *Mortgage arrears*. Payable as set forth below, regardless of contrary proofs of claim, except that the arrears payable may be reduced either with the consent of the mortgagee or by court order, entered on motion of the debtor with notice to the trustee and the mortgagee. Any such reduction shall be effective 14 days after either the trustee's receipt of a notice of reduction consented to by the mortgagee or the entry of a court order reducing the arrearage.

(a) To creditor\_\_\_\_\_\_\_, payable monthly from available funds, pro rata with other mortgage arrears, without interest /or/ with interest at an annual percentage rate of \_\_\_\_\_\_\_\_, without interest of \_\_\_\_\_\_\_, payable monthly from available funds, pro rata with other mortgage arrears, arrears of \$\_\_\_\_\_\_\_, payable monthly from available funds, pro rata with other mortgage arrears, without interest /or/ with interest at an annual percentage rate of \_\_\_\_\_\_\_, payable monthly from available funds, pro rata with other mortgage arrears, without interest /or/ with interest at an annual percentage rate of \_\_\_\_\_\_\_, for the plan, are estimated to total \$\_\_\_\_\_\_.

These arrearage payments, over the term of the plan, are estimated to total \$\_\_\_\_\_\_.

If this box is checked, additional mortgage arrearage payments are listed on the overflow page. The total of all mortgage arrearage payments to be made by the trustee under the plan is estimated

to be \$ . [Enter this amount on Line 2e of Section H.]

	6. Allowed priority claims other than those of the debtor's attorney. Payrata basis. The total of all payments on non-attorney priority claims to be sestimated to be for a sestimated	be made by the trustee under the plan nount on Line 2f of Section H.] Any us, but which is not identified as se-	n
	7. Specially classified unsecured claim. A special class consisting of the claim: shall be paid at	f all payments to this special class is	;
	8. General unsecured claims (GUCs). All allowed nonpriority unsecured cluding unsecured deficiency claims under 11 U.S.C. § 506(a), shall be extent possible from the payments set out in Section D, but not less than amount. [Enter minimum payment percentage on Line 4b of Section H.] claim asserts secured status, but which is not identified as secured in Parwill be treated under this paragraph to the extent that the claim is allowed.	paid, pro rata, $\Box$ in full, /or / $\Box$ to the full of	ie
	9. <i>Interest.</i> □ Interest shall not be paid on unsecured claims /or / □ interclaims, including priority and specially classified claims, at an annual per [Complete Line 4d of Section H to reflect interest payable.]		
Section F Priority	The trustee shall pay the amounts specified in Section E of this Plan in the following order of priority, with claims in a given level of priority reduced proportionately in the event of insufficient plan payments: (1) trustee's fee; (2) current mortgage payments; (3) secured claims listed in Section E, Paragraph 3.1; (4) priority claims of the debtor's attorney; (5) mortgage arrears; (6) priority claims other than those of the debtor's attorney; (7) specially classified non-priority unsecured claims; and (8) general unsecured claims.		
Section G Special terms	Notwithstanding anything to the contrary set forth above, this Plan shall include the provisions set forth in the box following the signatures. The provisions will not be effective unless there is a check in the notice box preceding Section A.		
Section H Summary	(1) Total payments from the debtor to the Chapter 13 trustee (subject to Paragraph 2 of Section D)	\$	
of payments to and from the trustee	<ul> <li>(2) Estimated disbursements by the trustee for non-GUCs (general unsecured claims): <ul> <li>(a) Trustee's Fees</li> <li>(b) Current mortgage payments</li> <li>(c) Payments of other allowed secured claims</li> <li>(d) Priority payments to debtor's attorney</li> <li>(e) Payments of mortgage arrears</li> <li>(f) Payments of non-attorney priority claims</li> <li>(g) Payments of specially classified unsecured claims</li> <li>(h) Total [add Lines 2a through 2g]</li> </ul> </li> </ul>	\$	_
	(3) Estimated payments available for GUCs and interest during initial plan term [subtract Line 2h from Line 1]	\$	-
	<ul> <li>(4) Estimated payments required after initial plan term:</li> <li>(a) Estimated total GUCs, including unsecured deficiency claims under § 506(a)</li> <li>(b) Minimum GUC payment percentage</li> <li>(c) Estimated minimum GUC payment [multiply line 4a by line 4b]</li> </ul>	\$% \$%	
	(d) Estimated interest payments on unsecured claims	\$	

	(e) Total of GUC and interest payments [add Lines 4c \$
	<ul><li>and 4d]</li><li>(f) Payments available during initial term [enter Line 3] \$</li></ul>
	(g) Additional payments required [subtract Line 4f from line 4e]
	(5) Additional payments available:
	(a) Debtor's monthly payment less trustee's fees and cur-
	rent mortgage payments made by the trustee
	(b) Months in maximum plan term after initial term
	(c) Payments available [multiply line 5a by line 5b] \$
Section I	A check in this box indicates that the debtor consents to immediate entry of an order directing the
Payroll	debtor's employer to deduct from the debtor's wages the amount specified in Paragraph 1 of Section D and
Control	to pay that amount to the trustee on the debtor's behalf. If this is a joint case, details of the deductions from each spouse's wages are set out in Section G.
Signatures	Debtor(s) [Sign only if not represented by an attorney]
	Date
	Debtor's Attorney/s/ Date
Attorney	
Informa- tion	
(name,	
address,	
telephone, etc.)	
eic.j	
	<b>Special Terms</b> [as provided in Section G]

## Overflow Page [Attach only if necessary]

Section C	Creditor:, monthly payment, \$;		
Direct payment	Creditor:, monthly payment, \$		
of claims by debtor	Creditor:, monthly payment, \$		
Section E Disburse- ments by the trustee	2. Current mortgage payments.  (c) To creditor		
	Collateral:		
	Amount of secured claim: \$ APR  %  □ Fixed monthly payment: \$ ; Total estimated payments, including interest, on the claim: \$ . □ Check if non-PMSI  5. Mortgage arrears.  (c) To creditor  , payable monthly from available funds, pro rata with other mortgage arrears, without interest /or/ □ with interest at an annual percentage rate of  %.  These arrearage payments, over the term of the plan, are estimated to total \$  (d) To creditor  , payable monthly from available funds, pro rata with other mortgage arrears, without interest /or/ □ with interest at an annual percentage rate of  %.  These arrearage payments, over the term of the plan, are estimated to total \$  (e) To creditor  , payable monthly from available funds, pro rata with other mortgage arrears, without interest /or/ □ with interest at an annual percentage rate of  %.  These arrearage payments, over the term of the plan, are estimated to total \$  without interest /or/ □ with interest at an annual percentage rate of  %.  These arrearage payments, over the term of the plan, are estimated to total \$		