

Attorney name, bar #
Attorney address
Attorney city, state zip
Attorney phone number
Attorney fax number
Attorney email

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re

[Debtor name(s)],

Debtor(s).

SSN xxx-xx-_____
[Debtor(s) address]

SSN xxx-xx-_____

Case No.

CHAPTER 13 PLAN

- [First, Second, etc.] [Amended, Modified, etc.]
- Payments include post-petition mortgage payments
- Plan includes Nonstandard Provisions

Your rights may be affected by this Plan. Your claim may be reduced, modified or eliminated. **If you object to the treatment of your claim as proposed in this Plan or to any provision of this Plan, you must file a written objection by the deadline set forth in the Notice of Date to File Objections to Plan that was served on parties in interest. See Local Rule 2084-9. The Bankruptcy Court may confirm this Plan without further notice if no objection is filed and the order is approved by the Trustee. See Bankruptcy Rule 3015 and Local Rule 2084-13.** If this is a joint case, then "Debtor" means both Debtors. This plan does not allow claims or affect the timeliness of any claim. To receive payment on an unsecured claim, you must file a proof of claim with the Bankruptcy Court, even if this Plan provides for your debt, and have an allowed claim under § 502. Except as provided in § 1323(c), if this an amended plan a creditor who disagrees with the proposed treatment of its debt in this Plan must timely file an objection to the Plan.

- This is an Amended or Modified Plan.

The reason(s) why Debtor filed this Amended or Modified Plan: _____

_____.

Summarize how this Plan varies from the last-filed Plan: _____

_____.

(A) Plan Payments and Property to be Submitted to the Trustee.

(1) Conduit Mortgage Payments.

- Pursuant to L.R.B.P. 2084-19, plan payments to the Trustee will include post-petition monthly mortgage conduit payments, starting _____, 20____, and continuing for ____ months. In the event the monthly mortgage conduit payment changes, the plan payments shall increase or decrease by the same amount, plus the Trustee's fee.

(2) Plan payments start on _____, 20____. The Debtor shall pay the Trustee as follows:

\$ _____ each month for month _____ through month _____.
\$ _____ each month for month _____ through month _____.
\$ _____ each month for month _____ through month _____.

The proposed plan duration is ____ months. The applicable commitment period is ____ months. See Section 1325(b)(4).

(3) In addition to plan payments and, if applicable, mortgage conduit payments, Debtor will submit the following property to the Trustee:

[Describe, or state none]

(B) **Trustee's Percentage Fee.** Pursuant to 28 U.S.C. § 586(e), the Trustee may collect upon receipt the percentage fee from all plan payments (which may include mortgage payments) and property received, not to exceed 10%.

(C) **Treatment of Administrative Expenses and Claims.**

(1) As provided in this Plan and allowed by Local Rule, before the Court confirms the Plan the Trustee will make adequate protection payments under Section (C)(1)(a), mortgage conduit payments under Section (C)(4)(b), if applicable, and as otherwise ordered by the Court. Other disbursements will be made after the Court confirms the Plan. Unless otherwise provided in Section (H), Nonstandard Provisions, disbursements by the Trustee shall be pro rata by classes as stated herein and made in the following order:

(a) **Adequate protection payments.** Section 1326(a)(1)(C) requires adequate protection payments to be made to creditors secured by personal property. See Local Rule 2084-6.

None. *If "None" is checked, the rest of Section (C)(1)(a) is not to be completed and need not be reproduced.*

<u>Creditor</u>	<u>Property Description</u>	<u>Collateral Value</u>	<u>Monthly Amount</u>
<i>[Creditor name]</i>	<i>[Brief property description]</i>	<i>[\$Value]</i>	<i>[\$Amount]</i>

Pursuant to Local Bankruptcy Rule 2084-6, the Trustee is authorized to make monthly preconfirmation adequate protection payments to the following secured creditors without a Court order, provided the claim is properly listed on Schedule D, a secured proof of claim is filed that includes documentation evidencing a perfected security agreement, and the debtor or creditor sends a letter to the Trustee requesting payment of preconfirmation adequate protection payments. The Trustee will apply adequate protection payments to the creditor's secured claim. After confirmation, unless the Court orders otherwise, adequate protection payments will continue in the same amount until claims to be paid prior to these claimants are paid in full, unless the confirmed plan or a Court order specifies a different amount. If a creditor disagrees with the amount of the proposed adequate protection payments or the plan fails to provide for such payments, the creditor may file an objection to confirmation of this plan, file a motion pursuant to §§ 362, 363, or do both.

See Section (H), Nonstandard Provisions.

(b) **Mortgage Conduit Payments.**

None. *If "None" is checked, the rest of Section (C)(1)(b) is not to be completed and need not be reproduced.*

Trustee shall disburse Conduit Payments to a Real Property Creditor regardless whether the Court has confirmed a Plan or the Real Property Creditor has filed a proof of claim. See Section (C)(4)(b) and Local Rule 2084-19.

(2) **Administrative expenses.** Section 507(a)(2).

(a) **Attorney fees.** Debtor's attorney received \$ _____ before filing. Pursuant to Local Rule _____, for additional fees Debtor's attorney has agreed to:

Be paid a "No Look" fee in the amount of \$ _____; **or**

File a fee application for payment of a reasonable amount of fees. The estimated amount of fees to be paid by the Trustee, subject to Court order, is \$ _____.

(b) Other Administrative Expenses: *[Describe or state None]*

(3) **Leases and Unexpired Executory Contracts.**

None. If “None” is checked, the rest of Section (C)(3) is not to be completed and need not be reproduced.

Pursuant to § 1322(b), the Debtor assumes or rejects the following lease or unexpired executory contract. For a lease or executory contract with an arrearage to cure, the arrearage will be cured in the plan payments, with regular post-petition monthly payments to be paid directly by the Debtor. The arrearage amount is to be adjusted to the amount in the creditor’s allowed proof of claim.

(a) **Assumed.**

No interest will be paid on the prepetition arrearage unless otherwise stated in Nonstandard Provisions. A creditor identified in this paragraph may mail to the Debtor all correspondence, notices, statements, payment coupons, escrow notices, and default notices concerning any change to the monthly payment or interest rate without such being a violation of the automatic stay.

<u>Creditor</u>	<u>Property Description</u>	<u>Estimated Arrearage Amount</u>	<u>Arrearage Through Date</u>
[Name or state none]	[Brief property description]	[\$Amount]	[Date]

See Section (H), Nonstandard Provisions.

(b) **Rejected.**

<u>Creditor</u>	<u>Property Description</u>
[Creditor name]	[Brief property description]

See Section (H), Nonstandard Provisions.

(4) **Creditors With a Security Interest in Real Property.**

None. If “None” is checked, the rest of Section (C)(4) is not to be completed and need not be reproduced.

(a) **Claims Wholly Unsecured.** The Debtor considers any real property creditor listed below to have an unsecured claim under § 506(a) as senior liens are greater in amount than the value of the real property. Therefore, regardless of any proof of claim filed, the creditor’s claim shall be classified (but not necessarily allowed) in its entirety as an unsecured claim under Section (C)(8) below.

<u>Creditor</u>	<u>Property Description</u>	<u>Value of Collateral</u>	<u>Total Amount of Liens With Greater Priority</u>
[Creditor name, or state none]	[Property description]	[\$Value]	[\$Amount]

(b) **Curing of Default and Maintenance of Payments.** Unless otherwise stated in this Plan, Debtor shall pay post-petition payments directly to the creditor. Prepetition arrearages, including fees and costs, shall be cured through the Trustee. No interest will be paid on the prepetition arrearage unless otherwise stated in Nonstandard Provisions. The actual cure amount to be paid shall be adjusted by the Trustee pursuant to the creditor’s **allowed** proof of claim.

A creditor identified in this paragraph may mail the Debtor all correspondence, notices, statements, payment coupons, escrow notices, and default notices concerning any change to the monthly payment or interest rate without such being a violation of the automatic stay.

<u>Creditor or</u>	<u>Brief Property</u>	<u>Post-Petition Payments to be</u>	<u>Current Monthly</u>	<u>Estimated Arrearage</u>	<u>Arrearage Owed</u>

Servicing Agent	Description	Paid by:	Payment	Amount Owed	Through
<i>[Name, or state none]</i>	<i>[Description]</i>	<input type="checkbox"/> Debtor, or <input type="checkbox"/> Trustee	<i>[\$Amount]</i>	<i>[\$Amount]</i>	<i>[Date]</i>
<i>[Name]</i>	<i>[Description]</i>	<input type="checkbox"/> Debtor, or <input type="checkbox"/> Trustee	<i>[\$Amount]</i>	<i>[\$Amount]</i>	<i>[Date]</i>

See Section (H), Nonstandard Provisions.

(5) Claims Secured by Personal Property or a Combination of Real and Personal Property.

None. *If “None” is checked, the rest of Section (C)(5) is not to be completed and need not be reproduced.*

Claims under paragraphs (a) and (b) which are included in the plan payment will be paid concurrently and pro rata.

(a) Unmodified Secured Claims.

None. *If “None” is checked, the rest of Section (C)(5)(a) is not to be completed and need not be reproduced.*

A claim stated in this subparagraph will be paid in full under the Plan with interest at the rate stated below, which may vary from the contract interest rate. Unless ordered by the Court, the principal amount to be paid will be as stated in the creditor’s proof of claim. The holder of a claim will retain the lien until the earlier of payment of the underlying debt determined under nonbankruptcy law or discharge under § 1328, at which time the lien will terminate and shall be released by the creditor.

<u>Creditor</u>	<u>Property Description</u>	<u>Estimated Amount to be Paid on Secured Claim</u>	<u>Proposed Interest Rate</u>
<i>[Name]</i>	<i>[Brief property description]</i>	<i>[\$Amount]</i>	<i>[Interest rate, even if zero]%</i>

This debt has nonfiling codebtor(s) other than a spouse.
 Name(s) of other individual(s) liable: _____
 Post-petition payments to be made by: Trustee; or
 Nonfiling codebtor.

See Section (H), Nonstandard Provisions.

(b) Modified Secured Claims.

None. *If “None” is checked, the rest of Section (C)(5)(b) is not to be completed and need not be reproduced.*

Pursuant to § 1325(a), secured creditors listed below shall be paid the amount shown below as the Amount to be Paid on Secured Claim, with such amount paid through the Plan payments. However, if the principal amount of the creditor’s proof of claim is less than the Amount to Be Paid on Secured Claim, then only the proof of claim amount will be paid. Any adequate protection payments are as provided in Section (C)(1)(a) above. If a creditor fails to file a secured claim or files a wholly unsecured claim, the debtor may delete the proposed payment of a secured claim in the order confirming plan. The holder of a claim will retain the lien until the earlier of payment of the underlying debt determined under nonbankruptcy law or discharge under § 1328, at which time the lien will terminate and shall be released by the creditor.

<u>Creditor and Property Description</u>	<u>Debt Amount</u>	<u>Value of Collateral and Valuation Method</u>	<u>Amount to be Paid on Secured Claim</u>	<u>Proposed Interest Rate</u>
[Name] [Brief property description]	[\$Amount]	[\$Value] [Valuation method]	[\$Amount]	[Interest rate, even if zero]%

See Section (H), Nonstandard Provisions.

(6) **Priority, Unsecured Claims, Other Than Debtor's Attorney Fees.**

None. If "None" is checked, the rest of Section (C)(6) is not to be completed and need not be reproduced.

All allowed claims entitled to priority treatment under § 507 shall be paid in full, pro rata:

(a) **Unsecured Domestic Support Obligations.** The Debtor shall remain current on such obligations that come due after filing the petition. Unpaid obligations before the petition date are to be cured in the plan payments. The amount to be paid will be adjusted to the creditor's allowed claim amount.

<u>Creditor</u>	<u>Estimated Arrearage</u>
[Creditor name or state none]	[\$Amount Owed Through Petition Date]

(b) **Other unsecured priority claims.**

<u>Creditor</u>	<u>Type of Priority Debt</u>	<u>Estimated Amount</u>
[Creditor name or state none]	[Describe]	[\$Amount]

See Section (H), Nonstandard Provisions.

(7) **Codebtor Unsecured Claims.**

None. If "None" is checked, the rest of Section (C)(7) is not to be completed and need not be reproduced.

The following unsecured or deficiency claim is to be paid per the allowed claim, pro rata, before other unsecured, nonpriority claims.

<u>Creditor and Loan Type</u>	<u>Codebtor Name</u>	<u>Estimated Debt Amount</u>	<u>Interest Rate</u>
[Creditor name and loan type]	[Codebtor name]	[\$Amount]	[Interest rate, even if zero]%

See Section (H), Nonstandard Provisions.

(8) **Nonpriority, Unsecured Claims.** Allowed unsecured, nonpriority claims shall be paid pro rata the balance of payments, if any, under the Plan. The amount to be paid or actually paid may differ from the Plan Analysis, depending on the Plan confirmation process and claims allowance.

See Section (H), Nonstandard Provisions.

(D) **Surrendered Property.**

None. If "None" is checked, the rest of Section (D) is not to be completed and need not be reproduced.

Debtor surrenders the following property to the secured creditor. Upon confirmation of this Plan or except as otherwise ordered by the Court, bankruptcy stays are lifted as to the collateral to be surrendered. Any claim filed by such creditor shall receive **no** distribution until the creditor files a claim or an amended proof of claim that reflects any deficiency balance remaining on the claim. ***Should the creditor fail to file an amended deficiency claim consistent with this provision, the Trustee need not make any distributions to that creditor.***

Entity

Brief Description of Property

[Name]

[Describe]

(E) **Vesting.** Except as stated in this paragraph, property of the estate shall vest in the Debtor upon confirmation of the Plan.

- The following property shall vest in the Debtor upon plan completion: *[Describe or state not applicable]*
- Pursuant to § 1327(b), the following property shall vest in an entity other than the Debtor upon confirmation of the plan:

Entity

Property Description

(F) **Tax Returns.** While the case is pending, the Debtor shall provide to the Trustee a copy of any post-petition tax return within 14 days after filing the return with the tax agency. The Debtor has filed all tax returns for all taxable periods during the four-year period ending on the petition date, except: *[not applicable or describe unfiled returns]*.

(G) **Funding Shortfall.** Debtor will cure any funding shortfall before the Plan is deemed completed.

(H) **Nonstandard Provisions.** Nonstandard Provisions must be relevant, substantive, and not superfluous, redundant or inconsistent with the Bankruptcy Code or Local Rules. See Local Rule 2084-4. The Debtor submits the following provisions that vary from Section (C) of the Local Plan Form:

(1) *[None, or state the provision with reference to relevant paragraph.]*

[(2) State the provision with reference to relevant paragraph.]

[(3) State the provision with reference to relevant paragraph.]

(I) **Plan Summary.** If there are discrepancies between the plan and this plan analysis, the provisions of the confirmed plan control.

(1) Trustee's Compensation (10% of Total of Plan Payments to Trustee)	\$ _____
(2) Administrative Expenses (§ (C)(2))	\$ _____
(3) Leases and Executory Contracts (§ (C)(3))	\$ _____
(4)(a) Conduit Mortgage Payments (§ (C)(4)(b))	\$ _____
(4)(b) Arrearage Claims Secured Solely by Real Property (§ (C)(4)(b))	\$ _____
(5) Claims Secured by Personal Property or Combination of Real and Personal Property (§ (C)(5))	\$ _____
(6) Priority Unsecured Claims (§ (C)(6))	\$ _____
(7) Codebtor Claims (§ (C)(7))	\$ _____
(8) Unsecured Nonpriority Claims (§ (C)(8))	\$ _____
(9) Total of Plan Payments to Trustee	\$ _____

(J) **Section 1325 analysis.**

(1) Best Interest of Creditors Test:

(a) Value of debtor's interest in nonexempt property	\$ _____
(b) Plus: Value of property recoverable under avoidance powers	\$ _____
(c) Less: Estimated Chapter 7 administrative expenses	\$ _____
(d) Less: Amount payable to unsecured, priority creditors	\$ _____
(e) Equals: Estimated amount payable to unsecured, nonpriority claims if debtor filed Chapter 7	\$ _____

(2) Section 1325(b) Analysis:

Not applicable because Debtor's current monthly income is below the applicable family median income.

(a) Monthly Disposable Income, Form B22C2 (if less than \$0, then state \$0)	\$ _____
(b) Applicable Commitment Period	x 60
(c) Total of Line (2)(a) amount x 60	\$ _____

(3) Estimated Payment to Unsecured, Nonpriority Creditors Under Plan

Certification by Debtor(s) and Attorney for Debtor(s): No changes were made to the Model Plan, other than the possible inclusion of relevant Nonstandard Provisions in Section (H).

Dated: _____, 20__.

Debtor

Debtor

Attorney for Debtor