

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED
CLERK U.S. BANKRUPTCY COURT
05 OCT 17 AM 11:51
NORTHERN DISTRICT OF OHIO
CANTON

IN RE:) ADMINISTRATIVE
) ORDER NO. 05-05
CHAPTER 13 FORM PLAN)
) JUDGE RUSS KENDIG

1. All plans for cases filed pursuant to 11 U.S.C. § 1301 et seq. on or after October 17, 2005 in the Canton Division must utilize the Form Plan ("Form Plan"), attached hereto as Exhibit A, except as set forth hereafter.
2. Debtors are authorized to file and serve the Chapter 13 Form Plan Summary ("Summary"), attached hereto as Exhibit B, in lieu of the Form Plan. Use of the Summary automatically incorporates the Form Plan. Debtors will be deemed to have filed the Form Plan. In the event of any dispute, the data from the Summary will be inserted into the Form Plan, to the extent possible, for further interpretation or litigation.
3. There are rare instances in which it is not logical to use the Form Plan, even if utilizing the Special Provisions contained therein. In such instances, Debtors must file a motion setting forth the grounds for deviating from the Form Plan and attaching the proposed order as exhibit 1 and the proposed plan as exhibit 2. Debtors must serve the motion on the Chapter 13 Trustee, the Office of the United States Trustee, and those creditors requesting notice.
4. The meaning of the Form Plan and the Summary must be maintained in all respects. Debtors and/or counsel are authorized to download the Form Plan and Summary from the court's website. No one is authorized to recreate the Form Plan or the Summary by other means, such as retyping, as this could result in intentional or unintentional alterations affecting the meaning. Any overflow page for the Summary must maintain the same format as the applicable provision.
5. Instructions for Completing Form Plan and Summary are contained in a separate document that is incorporated herein by reference.
6. The Confirmation Review Summary must be filed no later than one week prior to confirmation.

IT IS SO ORDERED.



RUSS KENDIG
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re:

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Judge Russ Kendig

Case No. _____

Debtor(s)

Original Chapter 13 Form Plan
_____ Amended Chapter 13 Plan

A. Special Provisions

Notwithstanding anything to the contrary set forth herein, this Plan shall include the provision(s) set forth below:

Continued on attached separate page(s).

B. General Provisions

1. The debtor assumes the following unexpired leases and executory contracts:

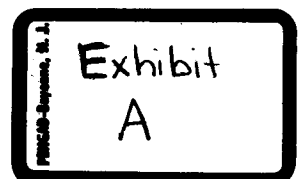
<u>Creditor</u>	<u>Description of asset or contract</u>
_____	_____
_____	_____
_____	_____

Continued on attached separate page(s).

Any executory contract or unexpired lease not identified above is deemed rejected.

2. The rights of holders of claims secured by a lien or mortgage on residential real property of the debtor shall be modified only to the extent of curing the default and shall result in reinstatement of the mortgage according to its original terms, with no default in scheduled payments. Any exception must be set forth with specificity in Special Provisions and may require additional motions or adversary proceedings.

3. The holder of any claim secured by property of the estate other than a mortgage treated elsewhere herein shall retain the lien until the earlier of payment of the entire balance under applicable non-bankruptcy law or entry of the discharge under 11 U.S.C. § 1328, at which time the lien shall terminate and be released by the creditor.



4. Within fourteen (14) days of a request by the trustee, the debtor shall provide copies of any tax returns filed during the pendency of this case and proof of payment, if applicable, and a copy of the debtor's current wage statement.

C. Direct Payment Of Mortgage Claims By Debtor

- The debtor will make no direct payments to mortgage creditors holding prepetition claims, /or/
- The debtor is less than two (2) months delinquent and 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:

To creditor _____, monthly payments of \$ _____;

To creditor _____, monthly payments of \$ _____.

- Continued on attached separate page(s).

Any arrearage is provided for in section E4. The current monthly payments are to commence on all mortgages on the due date (without reference to any grace period) immediately following the filing of the petition.

D. Payments By Debtor To The Trustee

1. **Initial plan term/Commitment period.** The debtor will pay to the trustee _____ monthly for _____ months, or all future disposable income, whichever is greater, for a period not less than [drop box 36/60] months. Any deviations shall appear in Special Provisions but are deemed to include all future disposable income language.

Payments shall be by Wage Order on Employer By Debtor ("Private Pay") in the form of money order or certified check. Payments must commence within ten (10) days of filing the plan. The fixed payments required by the plan will begin on or about the first day of the first month after the first payment is received.

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, then the debtor shall make additional monthly payments, during the maximum plan term allowed by law, sufficient to permit the specified payments.

E. Disbursements by the Trustee

The trustee shall disburse payments received from the debtor under this plan as follows:

1. **Trustee's fees.** Payable monthly on disbursements.
2. **Priority claims of debtor's attorney.** Payable in full in allowed amounts, not to exceed the lesser of one-half of the funds on deposit with trustee or \$150.00 per month, after payment of claims with superior priority as set forth in paragraph F, according to current administrative order. Otherwise, attorney fees are payable upon application and must be described in Special Provisions.
3. **Current mortgage payments.** Not applicable unless trustee is making payments. Leave blank if debtor is paying direct or has no mortgages.

Payable according to the terms of the mortgage, as set forth below, and subject to any contrary proof of claim, commencing with the payment due (without regard to any grace period) after the filing of the case. Debtor is responsible for making certain that wage deductions or Private Pays are sufficient to make the initial payment and, if not, debtor is responsible for paying additional funds to trustee in order for trustee to make the payments as set forth.

If trustee does not have sufficient funds to make a full mortgage payment, trustee will send notice, by the 10th of the month, to the mortgage holder at the address on the proof of claim as well as to any attorney who makes notice of appearance. Trustee will continue to make future payments and catch up delinquent payments if possible. Each month debtor remains delinquent, a notice will be sent to the mortgage holder as described above. Copies of said notice will be sent to debtor and debtor's attorney.

Mortgage payments shall cease as soon as all other creditors have been paid pursuant to debtor's confirmed plan and the arrearage claim of the mortgage holder has been paid. Trustee will request confirmation from the creditor as to the status of the mortgage payments and request the mortgage holder to send a payment book or statements to debtor upon termination of the pay order so that debtor can start making the correct regular mortgage payments on a date certain and debtor begins with a fresh start as to the mortgage debt.

Each of these payments shall be increased or decreased by trustee as necessary to reflect changes in variable interest rates, escrow requirements, collection costs, or similar matters; trustee shall make the change in payments as soon as practicable after receipt of a notice of the change issued by the mortgage holder, but no later than fourteen (14) days after such receipt. Trustee shall notify debtor of any such change at least seven (7) days before putting the change into effect.

To creditor _____, monthly payments of \$ _____;

To creditor _____, monthly payments of \$ _____.

Continued on attached separate page(s).

4. **Mortgage arrears.** Payable as set forth below. The amount, but not the rate, is subject to any timely, contrary proof of claim.

To creditor _____ arrears of _____, payable monthly pro rata with interest at an annual rate of _____

To creditor _____ arrears of _____, payable monthly pro rata with interest at an annual rate of _____

Creditors who do not agree to rate of interest must object to confirmation or the rate in this paragraph is deemed to be absolute on confirmation.

Continued on attached separate page(s).

5. **Secured non-mortgage claims to be paid full current balance.** Secured claims listed herein are to be paid in full during the plan term in the amounts stated in monthly installments. The amount and rate are subject to contrary proofs of claim.

Creditor: _____

Collateral: _____

Date Incurred: _____

Monthly Payment: _____

Interest Rate: _____

Estimated balance: _____

Continued on attached separate page(s).

All claims subject to any security interest or lien, whether disputed or not, other than mortgages treated above, must be listed in this paragraph or paragraphs E6 or E7 immediately below, unless it is clearly indicated collateral is to be surrendered and prompt surrender is executed. If not listed and promptly surrendered, claim must be paid as secured.

6. **Mortgages and/or Judgment Liens to be stripped.**

Debtor will bring separate motions or adversary proceedings within ten (10) days of filing the trustee's appraisal to strip and declare as unsecured the following mortgages or judgment liens:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Balance</u>

Continued on attached separate page(s).

7. **Undersecured non-residential mortgage and lien claims other than judgment liens to be crammed down, but not stripped.**

Secured creditors listed herein are to be crammed down and hold a secured claim only to the extent of the value indicated below and an unsecured claim for the balance. Claims are to be paid pro rata in monthly installments.

Creditor: _____

Date Incurred: _____

Collateral: _____

Monthly Payment: _____

Interest Rate: _____

Secured Value: _____

Claims listed in this paragraph E7 are not subject to contrary proofs of claim and creditors objecting to the date incurred, collateral description, monthly payments, secured value or interest rate must file timely objections to confirmation of the plan or be barred thereafter as treatment is absolute upon confirmation, except statutory tax liens, which will be paid as allowed.

Continued on attached separate page(s).

8. **Allowed priority claims other than those of the debtor's attorney.** Payable in full, without interest, on a pro rata basis. Following is the debtor's estimate of known priority claims:

<u>Creditor</u>	<u>Source & Year</u>	<u>Amount</u>

Claims must be filed by priority unsecured claimants to be paid.

9. **General unsecured claims (GUCs).** All allowed nonpriority unsecured claims, not specially classified, including unsecured deficiency claims under 11 U.S.C. § 506(a), shall be paid, pro rata, to the fullest extent possible, but not less than _____ % of the allowed amount.

F. Priority

The trustee shall pay the amounts specified in section E of this Plan in the following order of priority: (1) domestic support obligation claims; (2) trustee's authorized percentage fee; (3) secured claims paid in fixed monthly installments (pro rata in the event of an insufficiency); (4) priority claims of the debtor's attorney, in the amounts allowed; and the following items pro rata: (5) secured claims not paid in fixed installments; (6) priority claims other than those of the debtor's attorney; (7) specially classified nonpriority unsecured claims; and (8) general unsecured claims.

G. Post-Petition Claims

Post-petition claims filed pursuant to § 1305(a)(1) shall be paid as allowed and subject to the right of the debtor to seek modification. All other post-petition claims may be allowed and paid only to the extent provided by § 1305(a)(2) and require either modification or motion and order.

Debtor's Signature - Name typed below

Debtor's Signature - Name typed below

Attorney's Signature - Name (state bar #), address, and phone typed below

Overflow Page [Attach only if necessary]

A. Special Provisions

B. General Provisions

<u>Creditor</u>	<u>Description of asset or contract</u>
_____	_____
_____	_____

C. Direct Payment Of Mortgage Claims By Debtor

To creditor _____ monthly payments of \$ _____ ;

To creditor _____ monthly payments of \$ _____ .

E. Disbursements By The Trustee

3. **Current mortgage payments.**

To creditor _____ monthly payments of \$ _____ ;

To creditor _____ monthly payments of \$ _____ .

4. **Mortgage arrear.**

To creditor _____ arrears of \$ _____, payable monthly pro rata with interest at an annual rate of _____

To creditor _____ arrears of \$ _____, payable monthly pro rata with interest at an annual rate of _____%.

5. **Secured non-mortgage claims to be paid full current balance.**

Creditor: _____

Collateral: _____

Date Incurred: _____

Monthly Payment: _____

Interest Rate: _____

Estimated balance: _____

6. **Mortgages and/or Judgment Liens to be stripped.**

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Balance</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. **Undersecured non-mortgage and non-judgment lien claims to be crammed down.**

Creditor: _____

Date Incurred: _____

Collateral: _____

Monthly Payment: _____

Interest Rate: _____

Secured Value: _____

8. **Allowed priority claims other than those of the debtor's attorney.**

<u>Creditor</u>	<u>Source & Year</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re:) Judge Russ Kendig
)
) Case No.
)
 Debtor(s)) Chapter 13 Form Plan Summary
) Amended Chapter 13 Plan

Read this carefully. You are a party in interest in this bankruptcy case. This is a summary based upon a form plan adopted in this court. The full length form controls over the terms of this summary. Special Provisions (paragraph 1) are deviations from the form and should be read with special care. You may review the form plan at www.ohnb.uscourts.gov. The letters and numbers in parentheses in this plan summary are the paragraphs of the Form Plan into which the data would be inserted.

1. **SPECIAL PROVISIONS:**

Continued on attached separate page(s).

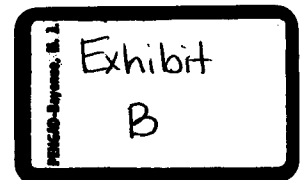
2. _____% to general unsecured creditors (E9)

3. Assumed unexpired leases and executory contracts (B1)

Creditor	Description of asset or contract

Continued on attached separate page(s).

All other leases and executory contracts deemed rejected.



4. Mortgages or Judgment Liens - Ongoing Monthly Payment (C, E3, E6)

<u>Creditor</u>	<u>Order of Priority</u>	<u>Property Address</u>	<u>Proposed Pymt/Mo.</u>	<u>To be paid by debtor, by trustee or stripped & not secured</u>
	1st			
	2nd			
	3rd			

Continued on attached separate page(s).

5. Mortgage Arrears (E4)

<u>Creditor</u>	<u>Estimated Amount</u>	<u>Rate (%)</u>

Continued on attached separate page(s).

Creditors who do not agree to rate of interest must object to confirmation or the rate in this paragraph is deemed to be absolute on confirmation. The amount of arrearage is subject to contrary proof of claim.

6. Secured Non-Mortgage claims to be paid full current balance (E5)

Creditor: _____

Date Incurred: _____

Collateral: _____

Monthly Payment: _____

Interest Rate: _____

Estimated Balance: _____

Continued on attached separate page(s).

7. Liens to be crammed down but not stripped. (E7)

Creditor: _____
Date Incurred: _____
Collateral: _____
Monthly Payment: _____
Interest Rate: _____
Secured Value: _____

Continued on attached separate page(s).

Creditors who do not agree to date incurred, collateral description, monthly payment, interest rate or secured value must object to confirmation or the treatment in this paragraph is deemed to be absolute upon confirmation, except statutory tax liens, which will be paid as allowed.

8. Priority Claims to be paid in full and estimated as follows (E8)

<u>Creditor</u>	<u>Source & Year</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____

Continued on attached separate page(s).

9. Payments to Trustee (D)

The debtor will pay to the trustee \$ _____ monthly for a minimum of 60 months, or all future disposable income, whichever is greater. Payments shall be by Wage Order on employer By Debtor ("Private Pay") in the form of money order or certified check.

10. Attorney Fees are pursuant to the current Administrative Order. Any deviation is in Special Provisions. (E)

Debtor's Signature - Name typed below

Debtor's Signature - Name typed below

Attorney's Signature - Name (state bar #), address, and phone typed below

