

FILED

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

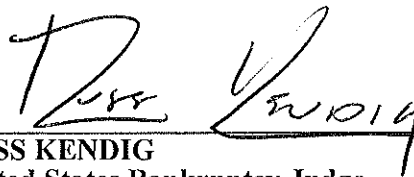
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CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
CANTON

IN RE:) ADMINISTRATIVE
CHAPTER 13 FORM PLAN) ORDER NO. 11-03
) JUDGE RUSS KENDIG

1. All plans for cases filed pursuant to 11 U.S.C. § 1301 et seq. on or after December 1, 2011 in the Canton Division must utilize the Form Plan ("Form Plan"), attached hereto as Exhibit A, except as set forth hereafter. These forms are not effective and may not be used prior to December 1, 2011.
2. Debtors are authorized and encouraged 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



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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re: _____) 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. Adequate protection payments in accordance with § 1326(a)(1)(A) and (C) shall accrue on the first day of the month following the filing of the petition. The creditors with secured debts will be paid by the trustee if the plan states the trustee is to make the payments. The payments will be made as soon as funds become available in the fixed amounts set forth in this plan and an allowed proof of claim has been filed. If a plan is confirmed and the case is thereafter dismissed or converted, all funds on hand at the time of dismissal or conversion will be disbursed according to the plan. If a plan has not been confirmed and the case is converted or dismissed, all funds on hand at the time of dismissal or conversion will be returned to Debtor, except unpaid adequate protection payments that are due and administrative expenses allowed under § 503(b).

2. 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.

3. 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.
4. 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 nonbankruptcy 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.
5. 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.
6. The holder(s) of any claim for Domestic Support Obligations pursuant to 11 U.S.C. § 1302(d) shall be paid by the debtor unless specified in Special Provisions. The holder of the Domestic Support Obligation is specified below. If the holder of a claim is a minor, the name and address of such minor has been disclosed to the Trustee contemporaneously with the filing of this plan in compliance with 11 U.S.C. § 112.

Holder Name: _____
 Holder's Address (if known): _____
 Address of Child Support _____
 Enforcement Agency (mandatory): _____

Continued on attached separate page(s).

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 stated below, increased or decreased as necessary to reflect changes, 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 mortgage payments 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 the trustee \$ _____ monthly, or all future disposable income, whichever is greater, for a period of not less than 36 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.

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 of \$150.00 per month when the funds are available, after payment of claims with superior priority as set forth in paragraph F, according to current administrative order. Any future applications for fees will be paid as stated above, unless otherwise ordered.
3. **Current mortgage payments.** Not applicable unless trustee is making payments. Leave blank if debtor is paying direct or has no mortgages.
- i. Payable according to the terms 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 in order for trustee to make the payments as set forth.
 - ii. If the trustee does not have sufficient funds to make a full mortgage payment, the trustee will continue to make future payments and catch up post-petition delinquent payments if possible.
 - iii. The procedures and responsibilities of the trustee, debtors and the holders of a mortgage claim shall be subject to Bankruptcy Rule 3002.1 as the same is currently and may be amended in the future.

To creditor _____, monthly payments of \$ _____;

To creditor _____, monthly payments of \$ _____.

Continued on attached separate page(s).

4. **Mortgage arrear.** 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 _____%.

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.

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: _____

Paid by: _____

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 in Special Provisions that the collateral is to be surrendered and prompt surrender is executed. Debtor may be deemed to have complied if a secured creditor fails or refuses to act upon an attempted surrender, subject to the rights of such creditor that may survive. If not listed and promptly surrendered, the creditor may file a motion to have the claim 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.

Continued on attached separate page(s).

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 or a pot of \$_____.

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) current and delinquent post-petition mortgage payments on debtor's principal residence; (4) other secured claims paid in fixed monthly installments (pro rata in the event of an insufficiency); (5) priority claims of the debtor's attorney, in the amounts allowed; and the following items pro rata: (6) secured claims not paid in fixed installments; (7) priority claims other than those of the debtor's attorney; (8) specially classified nonpriority unsecured claims; and (9) 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

Name: _____

Debtor's Signature - Name typed below

Name: _____

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

Name: _____

Bar #: _____

Address: _____

Phone: _____

A. Special Provisions

B. General Provisions

2. Assumed leases and unexpired executory contracts

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

6. Domestic Support Obligations

Holder Name: _____
Holder's Address (if known): _____
Address of Child Support _____
Enforcement Agency (mandatory): _____

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: _____

Paid by: _____

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>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____



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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re: _____)
 _____)
 Debtor(s).) Judge Russ Kendig
) Case No. _____
) 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. _____ % or a pot of \$ _____ to general unsecured creditors (E9)
- 3. Assumed unexpired leases and executory contracts (B2)

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

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

- 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: _____

Collateral: _____

Date Incurred: _____

Monthly Payment: _____

Interest Rate: _____ % _____ % _____ %

Estimated Balance: _____

Paid By: _____

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. The holder(s) of any claim for Domestic Support Obligations pursuant to 11 U.S.C. § 1302(d) shall be paid by the debtor unless specified in Special Provisions. The holder of the Domestic Support Obligation is specified below. If the holder of a claim is a minor, the name and address of such minor has been disclosed to the Trustee contemporaneously with the filing of this plan in compliance with 11 U.S.C. § 112. (B6)

Holder Name: _____
 Holder's Address (if known): _____
 Address of Child Support _____
 Enforcement Agency (mandatory): _____

Continued on attached separate page(s).

10. Payments to Trustee (D)

The debtor will pay to the trustee \$ _____ monthly for a minimum of 36 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.

11. Attorneys Fees are pursuant to the current Administrative Order. Any deviation is in Special Provisions. (E2)

 Debtor's signature - name typed below Debtor's signature - name typed below

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

1. Special Provisions

3. Assumed unexpired leases and executory contracts

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

4. Mortgages or judgment liens - ongoing monthly payment

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

5. Mortgage arrears

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

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

Creditor:	_____	_____	_____
Collateral:	_____	_____	_____
Date Incurred:	_____	_____	_____
Monthly Payment:	_____	_____	_____
Interest Rate:	_____%	_____%	_____%
Estimated Balance:	_____	_____	_____
Paid By:	_____	_____	_____

7. Liens to be crammed down

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

8. Priority claims to be paid in full and estimated as follows

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

9. Domestic Support Obligations

Holder Name: _____
Holder's Address (if known): _____
Address of Child Support _____
Enforcement Agency (mandatory): _____

Holder Name: _____
Holder's Address (if known): _____
Address of Child Support _____
Enforcement Agency (mandatory): _____