

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
\_\_\_\_\_ DIVISION

NAME: )  
)  
) Case #  
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)  
) Chapter 13  
)  
Debtor(s). )

CHAPTER 13 PLAN SUMMARY INCLUDING  
MOTION(S) FOR VALUATION; MOTION(S) TO AVOID CERTAIN LIENS;  
ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS; AND NOTICE OF  
OPPORTUNITY FOR HEARING ON CONFIRMATION OF THE PLAN INCLUDING ALL MATTERS  
AS SET FORTH IN THE PLAN

The following is a summary of the Chapter 13 plan proposed by the above-named debtor(s). The plan may include in its provisions certain motions to avoid liens and motions for valuation of collateral securing claims. If any such motions are included in the proposed plan of the debtor(s), they are specifically included in this plan summary.

Your rights may be affected. You should read the plan summary carefully, including any motions contained in the plan, and discuss them with your attorney, if you have one, in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the proposed plan of the debtor(s), including any of the motions included in the plan, or if you want the Court to consider your views on these matters, then you or your attorney must file with the Court a written objection to confirmation and request for hearing on confirmation at the following address: Clerk, U.S. Bankruptcy Court, P.O. Box 34189, Charlotte, N.C. 28234-4189. Your objection to confirmation and request for hearing must include the specific reasons for your objection, and must be filed with the Court no later than fifteen (15) days following the conclusion of the meeting of creditors. If you mail your objection to confirmation to the Court for filing, you must mail it early enough so that the Court will receive it on or before the deadline stated above. You must also serve a copy of your objection to confirmation on the debtor(s), the attorney for the debtor(s), and the Chapter 13 trustee at their addresses as they are listed in the notice of the meeting of creditors. If any objections to confirmation are filed with the Court, the objecting party will provide written notice of the date, time, and location of the hearing. No hearing will be held unless an objection to confirmation is filed.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the proposed plan of the debtor(s), including any motions contained in the plan, and may enter an order confirming the plan and granting the motions.

CHAPTER 13 PLAN SUMMARY

- 1. The plan proposes payments of \_\_\_\_\_ per month for \_\_\_\_\_ months or for a \_\_\_\_% payout to the general unsecured creditors.
- 2. From the payments received, the trustee shall make disbursements as follows and in the following order of priority:

a. **ADMINISTRATIVE CLAIMS:**

- (1) Trustee's fees and costs (up to a maximum of 10%), court costs, and other administrative claims as ordered paid by the court.
- (2) Attorney's fees. The attorney for the debtor has received \$\_\_\_\_\_ of the total base attorney fee of \$\_\_\_\_\_. The remainder of the base fee shall be paid through the plan by the trustee in the sum of one-half of the amount of each of the first two plan payments (up to a maximum of \$350.00 attributable to attorney's fees per plan payment) with any balance of the base fee and any allowed non-base fees to be paid through the plan on a pro-rata basis with allowed secured claims.

b. **SECURED CLAIMS:**

HOLDERS OF SECURED CLAIMS (INCLUDING ANY ARREARAGES ON FULLY SECURED CLAIMS) WHICH ARE FILED WITH THE TRUSTEE SHALL RETAIN THE LIENS SECURING SUCH CLAIMS UNTIL DISCHARGE AND SHALL BE TREATED AND PAID AS SECURED CLAIMANTS TO THE EXTENT OF THE COLLATERAL VALUE SET FORTH IN THE MOTION TO VALUE CLAIMS SET FORTH HEREIN. **TO THE EXTENT THAT A CREDITOR'S CLAIM EXCEEDS THE COLLATERAL VALUE, AND THUS THAT CREDITOR'S CLAIM IS UNDERSECURED, IT SHALL BE TREATED AND PAID IN THE SAME MANNER AS GENERAL UNSECURED CLAIMS.**

<u>CLAIMANT</u>	<u>CLAIM AMOUNT</u>	<u>COLLATERAL VALUE</u>	<u>UNSECURED PORTION</u>
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c. **PRIORITY CLAIMS**

The debtor shall make full payment in deferred cash payments of all claims entitled to priority under 11 U.S.C. §§ 507 and 1322. To the extent such claims are not entitled to priority, they shall be treated and paid in the same manner as general unsecured claims.

CLAIMANT

PRIORITY AMOUNT

CLAIMANT

PRIORITY AMOUNT

d. **GENERAL UNSECURED CLAIMS**

The plan provides for the pro-rata payment of all non-priority, unsecured claims after payment of all administrative, secured and priority claims as set forth above. If the plan proposes payments for a term of months, the anticipated payout to general unsecured creditors is approximately \_\_\_%.

3. **Special Plan Terms**

a. **SEPARATE CLASSIFICATIONS OF UNSECURED CLAIMS**

The following general unsecured claims shall be separately classified and paid in full:

CLAIMANT

CLAIM AMOUNT

REASON FOR CLASSIFICATION

b. **PROPERTY TO BE SURRENDERED**

The debtor shall surrender the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditor's allowed claims. To the extent that the collateral does not satisfy such a creditor's claim, the creditor shall hold a general unsecured claim. All such unsecured deficiency claims must be filed with the trustee to be included for payment.

CLAIMANT

CLAIM AMOUNT

COLLATERAL BEING SURRENDERED

c. **LIEN AVOIDANCE**

Liens shall be avoided pursuant to 11 U.S.C. §522(f) as set forth herein.

d. EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

(1) The following executory contracts and/or unexpired leases shall be **assumed**:

(2) The following executory contracts and/or unexpired leases shall be **rejected**:

e. DIRECT PAYMENTS BY DEBTOR

The debtor(s) will make regular payments directly to the following creditors:

CLAIMANT

MONTHLY PAYMENT

f. PAYMENTS UPON TAX CLAIMS

Any payments made to a taxing authority during the term of the plan from either the trustee, directly from the debtor(s), from a tax refund, or from any source whatsoever shall be applied first to secured tax claims, second to priority tax claims, and last to general unsecured tax claims without priority.

g. OTHER SPECIAL TERMS

4. Effect of Discharge

UPON THE DEBTOR(S)' COMPLETION OF THE CONFIRMED PLAN (AS PROPOSED HEREIN OR AS SUBSEQUENTLY MODIFIED), ALL CLAIMS PROVIDED BY THE PLAN WILL BE DISCHARGED AS PROVIDED FOR IN 11 U.S.C. §1328, INCLUDING THE CANCELLATION OF LIENS WHICH SECURE CLAIMS THAT ARE PAID IN THE PLAN BY PAYMENT OF THE VALUE OF THE SECURED CLAIM (AS SET FORTH HEREIN OR AS DETERMINED AT THE §341 MEETING OF CREDITORS), AND INCLUDING THE CANCELLATION OF LIENS THAT ARE AVOIDED AS PROVIDED FOR HEREIN.

**MOTION TO VALUE LIENS**

Included in the debtor(s) schedule of debts are purported secured claims as follows:

<u>CREDITOR</u>	<u>DEBT AMOUNT</u>	<u>COLLATERAL</u>	<u>COLLATERAL VALUE</u>	<u>UNDERSECURED AMOUNT</u>
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The debtor(s) hereby moves the Court pursuant to Rule 3012 of the Federal Rules of Bankruptcy Procedure to value the collateral of each of the above-stated creditors at the collateral value stated. TO THE EXTENT THAT THE AMOUNT OF THE DEBT OF ANY SUCH CREDITOR EXCEEDS THE STATED COLLATERAL VALUE, THE DEBTOR(S) HEREBY MOVES THE COURT THAT SAID DIFFERENCE BE TREATED IN THE CHAPTER 13 PLAN AS A GENERAL UNSECURED CLAIM WITHOUT PRIORITY. THE DEBTOR(S) FURTHER MOVES THE COURT THAT THE LIEN OF EACH CREDITOR LISTED UPON THE COLLATERAL LISTED BE SATISFIED UPON PAYMENT OF THE COLLATERAL VALUE AND THE ISSUANCE OF THE DEBTOR(S)' DISCHARGE.

**MOTION TO AVOID NON-POSSESSORY NON-PURCHASE MONEY SECURITY  
INTEREST IN HOUSEHOLD GOODS AND PERSONAL ITEMS**

The debtor(s) is/are indebted to the following creditors in the amount stated. As security for the debt, each such creditor insisted upon, and the debtor(s) executed, a waiver of exemption of certain property, and a security agreement granting said creditor(s) a non-possessory, non-purchase money security interest in household goods which is property delineated by 11 U.S.C. §522(f)(2) and which is held primarily for the personal, family, or household use of the debtor(s) or a dependent of the debtor(s). The debtors(s) believe that a financing statement has been properly recorded evidencing each such creditors(s)' security interest and liens:

<u>CREDITOR</u>	<u>ACCOUNT/I.D.</u>	<u>DEBT AMOUNT</u>	<u>DESCRIPTION OF PROPERTY</u>
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The debtor(s)' interest in any item of property referred to above does not exceed the value claimed exempt. The money so borrowed from each such creditor does not represent any part of the purchase money of any of the articles covered by each such creditor's security agreement. The existence of each such creditors(s) lien on the debtor(s)' household goods and personal items impairs the exemptions to which the debtor(s) would be entitled under 11 U.S.C. §522. The debtor(s) moves the Court for the cancellation and avoidance of the security interest of each such creditor in the debtor(s) personal and household goods, effective upon discharge.

**MOTION TO AVOID JUDICIAL LIEN(S)**

Judgment(s) were obtained by the creditors listed below in cases before the General Court of Justice of the State of North Carolina, and said Judgments have been recorded in the Public Registry(ies) as follows:

<u>CREDITOR</u>	<u>JUDGMENT BOOK AND PAGE</u>	<u>REGISTRY</u>	<u>JUDGMENT DATE</u>	<u>JUDGMENT LIEN AMOUNT</u>
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The above-stated Judgment(s) created lien(s) on the real property in which the debtor(s) has an interest, which real property is more specifically described as \_\_\_\_\_. The value of the debtor(s)' interest in this real property is \_\_\_\_\_. The aforesaid lien(s) constitutes judicial lien(s) under 11 U.S.C. §522(f)(1). The property which this judicial lien encumbers is property which the debtor(s) are entitled to exempt under 11 U.S.C. §522 and the claimed amount of this exemption is \$\_\_\_\_\_. The existence of this judicial lien impairs the exemption to which the debtor(s) are entitled under 11 U.S.C. §522.

The debtor(s) respectfully moves the Court to issue an order compelling the above-stated creditors to cancel and to avoid their judicial lien(s) upon the real property described herein, effective upon discharge.

**GENERAL PROVISIONS**

1. To receive payment from the trustee, a secured creditor must file a proof of claim. Secured claims which are not filed within the time period required by Bankruptcy Rule 3002(c) may be disallowed or subordinated to other claims upon further order of the Court.
2. Confirmation of this plan does not bar a party in interest from objecting to a claim which is not filed in accordance with Federal Bankruptcy Rules 3001 or 3002.

- 3. Unless otherwise ordered, any creditor holding a claim secured by property which is removed from the protection of the automatic stay, whether by judicial action, voluntary surrender, or through operation of the plan, will receive no further distribution from the trustee, unless an itemized proof of claim for any deficiency is filed within 120 days after the removal of the property from the protection of the automatic stay. This also applies to creditors who may claim an interest in, or lien upon, property which is removed from the protection of the automatic stay of another lien holder or release to another lien holder.
  
- 4. If a claim is listed in the plan as secured and the creditor files a proof of claim as an unsecured creditor, the creditor shall be treated as unsecured for purposes of distribution of the plan.

I declare under penalty of perjury that the information provided in this Chapter 13 Plan Summary, including Motion(s) for Valuation; Motion(s) to Avoid Certain Liens; and Assumption and Rejection of Executory Contracts; as to all matters set forth herein are true and correct.

Dated \_\_\_\_\_  
 \_\_\_\_\_  
 Debtor's Signature

Dated \_\_\_\_\_  
 \_\_\_\_\_  
 Debtor's Signature

I hereby certify that I have reviewed this document with the debtor(s) and that the debtor(s) have received a copy of this document.

Dated \_\_\_\_\_  
 \_\_\_\_\_  
 Attorney for the Debtor(s)