

Attorney name  
Firm name (if applicable)  
Attorney address  
Attorney city, state zip  
Attorney phone number, Attorney fax number  
Attorney email

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re \_\_\_\_\_ Case No. - ( )  
**CHAPTER 13 PLAN**

Debtor(s).  
SSN xxx-xx-\_\_\_\_ SSN xxx-xx-\_\_\_\_  
-----X

<p><b>Part 1. Definitions and Notices</b></p>	<p><b>1.1 Plan Definitions:</b> If this is a joint case, use of the term “Debtor” shall also mean Debtors. The term “Trustee” shall always refer to Jeffrey L. Sapir, the Chapter 13 Standing Trustee for this court, or his substitute. The term “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure. The term “Local Rule” shall refer to the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the Southern District of New York. The term “Petition” refers to Debtor’s bankruptcy petition filed with the court on _____, 20___. The term “Real Property Used as a Principal Residence” includes cooperative apartments.</p> <p><b>1.2 Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked “does,” the Debtor must serve this plan on any affected party in interest pursuant to Bankruptcy Rule 7004. Failure to serve the plan, pursuant to Bankruptcy Rule 7004 may render the provision ineffective. If an item is checked as “does not” or if both boxes are checked, the provision will be ineffective if set out later in the plan.</b></p> <p>In accordance with [proposed] Bankruptcy Rule 3015.1, this plan:</p> <p><input type="checkbox"/> does/ <input type="checkbox"/> does not contain any nonstandard provision (<i>See Part 10</i> herein for any non-standard provision);</p> <p><input type="checkbox"/> does/ <input type="checkbox"/> does not limit the amount of a secured claim based on valuation of the collateral for the claim (<i>See Part 3</i> herein);</p> <p><input type="checkbox"/> does/ <input type="checkbox"/> does not avoid a security interest or lien (<i>See Part 3</i> herein).</p> <p><input type="checkbox"/> does/ <input type="checkbox"/> does not request loss mitigation (<i>See Part 10</i> herein).</p>
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	<p>The value of Debtor’s Real Property Used as a Principal Residence is estimated to be \$ _____ without calculating any secured claims on the property.</p> <p><b>1.3 Notice to Debtors:</b> This form plan sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. In order to be confirmable, this Plan must comply with the Bankruptcy Code, the Bankruptcy Rules, judicial rulings, and the Local Rules.</p> <p><input type="checkbox"/> By checking this box, Debtor acknowledges that he/she is not eligible for a discharge pursuant to § 1328(f). [List prior case number and chapter]. <i>Debtor shall submit an order denying discharge with the order confirming plan.</i></p> <p><input type="checkbox"/> This is an Amended or Modified Plan. The reasons for filing this Amended or Modified Plan are: _____.</p> <p><b>1.4 Notice to Creditors:</b> You must file a claim. If you oppose the plan’s treatment of your claim <b>or any provision of this plan</b>, you or your attorney must file an objection to confirmation at least 7 days before the date set for the <b>first</b> hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. This includes objections to valuations of collateral, motions to avoid junior mortgage and judicial liens, and surrender provisions.</p> <p>Pursuant to Bankruptcy Rule 3015(g), “any determination in the plan made under Rule 3012 about the amount of a secured claim is binding on the holder of the claim, even if the holder files a contrary proof of claim or the debtor schedules that claim, and regardless of whether an objection to the claim has been filed.”</p> <p>This plan shall be binding upon confirmation. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one who practices bankruptcy law.</p> <p>The Bankruptcy Court may confirm this plan without further notice if no objection is filed. <i>See</i> Bankruptcy Rule 3015.</p>
<p><b>Part 2: Plan Payments and Duration</b></p>	<p><b>2.1</b> The future earnings of Debtor are submitted to the supervision and control of the Trustee. Debtor will make the first Plan payment no later than thirty (30) days after the date this Petition was filed.</p> <p>The Debtor shall make [number] monthly payments to the Trustee as follows:  \$ ____ per ____ for ____ months  [ and \$ ____ per ____ for ____ months.] <i>Insert additional lines as needed.</i></p> <p><input type="checkbox"/> Debtor’s annual commitment period is 36 months and Debtor moves to extend to 60 months for the following reasons: (check all that apply)</p>

- Debtor is not able to propose a feasible plan in a period of less than 60 months. Debtor's proposed monthly payment will constitute an affordable budget that the Debtor will be able to maintain.
- Payments greater than that proposed by this plan for 60 months would create an economic hardship for the Debtor.
- Creditors will not be prejudiced by this application for extension of Debtor's plan payments from 36 to 60 months.

**2.2 Regular payments**

Regular payments to the Trustee will be made from future income in the following manner:

*Check all that apply*

- Debtor will make payments directly to the trustee.
- Debtor will make payments pursuant to a payroll deduction order.

Debtor may elect to pay his or her Plan payments to the Trustee through any entity from whom the debtor receives income, pursuant to 11 U.S.C. § 1325(c). Upon checking the box for a payroll deduction order, Debtor consents to the immediate entry of an order directing Debtor's employer to deduct from Debtor's wages the amount specified in this section and transmit that amount directly to the Trustee on Debtor's behalf. Debtor also agrees to notify the Trustee immediately upon change or termination of employment. *A separate order outlining Debtor's intention shall be submitted to the court for consideration.*

Prior to confirmation of this Plan, each Non-Debtor Contributor must file an affidavit with the court confirming the amounts that will be contributed to the Plan.

**2.3 Income Tax Refunds**

- All tax refunds in excess of \$1500 per debtor (less any cash exemptions in the first year, if applicable) for the duration of the plan.

**2.4 Irregular Payments**

*Check one.*

- None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.
- Debtor will make irregular payment(s) to the Trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. \_\_\_\_\_.

**2.5 Payment Terms**

The Debtor will pay the amounts listed above to the Trustee by bank check, certified check, teller's check, or money order sent to the following address:

Jeffrey L. Sapir, Esq., Chapter 13 Trustee  
399 Knollwood Road, Suite 102  
White Plains, New York 10603

**Part 3:  
Treatment  
of Secured  
Claims**

**3.1 Definitions:** For the purposes of this subsection, any reference to the term “Secured Creditor” means mortgagees, a creditor whose interest is secured by a mortgage on Debtor’s real property, including Real Property Used as a Principal Residence; a holder and/or servicer of a claim secured by a lien, mortgage and/or deed of trust; and/or any other similarly situated creditor, servicing agent and/or their assigns. The term “Mortgage” shall include references to mortgages, liens, deeds of trust and any other similarly situated interest in the Debtor’s real property. The term “Contract” shall refer to any contract or similar agreement pertaining to the Mortgage. The term “Prepetition Arrearages” shall refer to a default with respect to, or that gave rise to, a lien prior to the petition date. The term “Post-Petition Payment” means payment that first becomes due and payable by the Debtor to the Secured Creditor after the filing of the petition.

**3.2 Maintenance of payments and cure of default, if any.**

Check one.

None

The Debtor will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with applicable rules. These payments will be disbursed directly by the Debtor. Any existing arrearage on a timely filed claim will be paid in full through disbursements by the Trustee, with interest, if any, at the rate stated below. Confirmation of this Plan shall impose an affirmative duty on the Secured Creditor and Debtor to do all of the following, as ordered:

**(a) Post-Petition Payments.**

Debtor shall pay the following Post-Petition Payments directly to the Secured Creditor listed below during the pendency of the Plan:

<u>Secured Creditor &amp; Property Description</u>	<u>Payment Amount</u>	<u>Payment Timing</u>
<i>[Name of Mortgagee and Mortgagor or state “none”]</i>	<i>\$/[Amount]</i>	<i>[How Often Payment is Due]</i>
<i>[Address Where Post Petition Payments will be sent]</i>		
<i>[Add rows as needed]</i>		

**(b) Prepetition Arrearages.**

(i) For purposes of this Plan, Prepetition Arrearages shall include all sums included in the allowed claim and shall have a “0” balance upon entry of the Discharge Order in this case. In the event that a Secured Creditor listed in this section fails to timely file a proof of claim in this case, by this Plan the Debtor may file a claim on the Secured Creditor’s behalf, pursuant to § 501(c)

(ii) No interest will be paid on Prepetition Arrearages unless otherwise stated.

(iii) Payments made by the Trustee on Debtor’s Prepetition Arrearages shall be applied only to those Prepetition Arrearages and not to any other amount owed by Debtor to the Secured Creditor.  
 (iv) Information Regarding the Arrearages.

<u>Secured Creditor &amp; Property Description</u>	<u>Value of Collateral and Valuation Method</u>	<u>Arrearage Amount</u>	<u>Arrearage Owed As Of</u>
<i>[Name of Mortgagee and Mortgagor or state “none”]</i>	<i>[\$[Value]</i>	<i>[\$[Amount]</i>	<i>[Date]</i>
<i>[Address and Brief property description]</i>	<i>[Valuation method]</i>		
<i>[Add rows as needed]</i>			

(v) If Debtor pays the amount(s) specified in **section (iv) (above)**, while making all required Post-Petition Payments (see below), Debtor’s mortgage will be reinstated according to its original terms, extinguishing any right of the Secured Creditor to recover any amount alleged to have arisen prior to the filing of Debtor’s petition.

**(c) Adequate Protection.**

If applicable, adequate protection shall be provided as follows:  
*[describe and provide the basis for calculation, or state not applicable]*

Any such payments shall be applied by the creditor to the allowed secured claim.

**(d) Return and/or Reallocation of Distribution Payment Made to Secured Creditor.**

If a Secured Creditor withdraws its claim, the sum allocated towards the payment of the Secured Creditor’s claim shall be distributed by the Trustee to Debtor’s remaining creditors, as provided herein. If the Secured Creditor has received monies from the Trustee (Distribution Payment) and returns those monies to the Trustee, the monies returned shall be distributed to the Debtor’s remaining creditors, as provided herein. If Debtor has proposed a plan that repays his or her creditors in full, then these monies will be returned to the Debtor.

**3.3 Surrender**

*Check one. If you check a box other than “None” you will have to serve this plan pursuant to Bankruptcy Rule 7004.*

- None.
- Debtor surrenders the following property and upon confirmation of this Plan or as otherwise ordered by the court, bankruptcy stays are lifted for all purposes under state law as to the collateral to be surrendered. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in **Part X** below.

**(a) If the property being surrendered is real property located in New York State, check one of the following boxes.**

Upon confirmation, Debtor intends to:

- (i) Cease making payments to the Claimant and continue residing at the Property until a court orders Debtor to vacate, as is the Debtor’s right under New York law according to the New York “Residential Foreclosure Actions Consumer Bill of Rights.”
- (ii) Vacate the premises and make Claimant liable for all maintenance on the Property, pursuant to New York RPAPL Section 1308.
- Debtor surrenders the following property in full satisfaction of the creditor’s debt. *Attach appraisal or other evidence of the property’s value as an exhibit to this plan.*

Claimant	Property to be Surrendered	Value of Collateral	Amount of Deficiency Claim to be paid as unsecured through the plan
<i>[Name or state “none”]</i>	<i>[Brief description of property]</i>		\$
<i>[Add rows as needed]</i>			

**3.4 Wholly unsecured liens**

*Check one. If you check a box other than “None” you will have to serve this plan pursuant to Bankruptcy Rule 7004.*

- None.
- Debtor requests that the Court value the collateral in the amount listed below, avoid the following junior mortgage liens as wholly unsecured, and reclassify any timely claim filed as unsecured. *Attach appraisal of property to this plan. Debtor shall submit an order avoiding the mortgage lien upon approval by the court.*

<u>Claimant</u>	<u>Calculation of Lien Avoidance</u>
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<i>[Name or state "none"]</i>	<i>\$ [Amount of first mortgage ]</i>
<i>[Description of Collateral]</i>	<i>\$ [Value of collateral]</i>
<i>[Lien identification, ie. block &amp; lot ]</i>	<i>\$ [Amount of equity remaining in property after first mortgage]</i>
<i>[Add creditors as needed]</i>	

**3.5 Request for valuation of security/Bifurcation of Liens** *[Not applicable to Real Property Used as the Debtor’s Principal Residence or property listed under Section 3.6 of this form plan]. Check one. If you check a box other than “None” you will have to serve this plan pursuant to Bankruptcy Rule 7004.*

None.

**The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.**

The Debtor requests that the court determine the value of the secured claims listed below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 6 of this plan. If the amount of a creditor’s secured claim is listed below as having no value, the creditor’s allowed claim will be treated in its entirety as an unsecured claim under Part 6 of this plan. The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien on the property interest of the debtor(s) or the estate until such time as an order is entered by the Court. *Attach appraisal of property as an exhibit to this plan. Debtor shall submit an order voiding lien upon approval by the court.*

<u>Creditor and Property Description</u>	<u>Debt Amount Outstanding</u>	<u>Value of Collateral</u>	<u>Amount of Secured Claim to be Paid and Interest rate</u>	<u>Trustee shall pay arrearages in the following amounts</u>
<i>[name, property address and description or state "none." ]</i>	<i>[\$Amount]</i>	<i>\$ [Value]</i>	<i>[\$Amount to be paid] at [interest rate]%</i>	<i>[\$Arrears]</i>
<i>[Add rows as needed]</i>				

**3.6 Secured Claims excluded from 11 U.S.C. § 506**

*Check one.*

None.

The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for

the personal use of the Debtor; or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed either by the Trustee or directly by the Debtor, as specified below. The final column indicates only payments disbursed by the Trustee rather than by the Debtor.

<u>Name of Creditor</u>	<u>Collateral</u>	<u>Amount of Claim</u>	<u>Interest Rate</u>	<u>Monthly plan payment</u>	<u>Total payments by Trustee</u>
		\$	%	\$ Disbursed by: <input type="checkbox"/> Trustee <input type="checkbox"/> Debtor	\$
<i>[Add as needed]</i>					

**3.7 Judicial Lien Avoidance**

Check one. If you check a box other than “None” you will have to serve this plan pursuant to Bankruptcy Rule 7004.

None.

**The remainder of this paragraph will be effective only if the applicable box in **Part 1** of this plan is checked.**

Entire lien is avoided. Any timely filed claim by Claimant shall be an unsecured claim in the amount of \$ .

A portion of the lien is avoided. Any timely filed claim Claimant shall be a secured claim in the amount of \$ at interest rate of % and an unsecured claim in the amount of \$ .

Calculation of Lien Avoidance

<u>Claimant</u>		
<i>[Name or state “none”]</i>	Value of Debtor’s interest in property <i>Attach appraisal as exhibit to this plan.</i>	\$



<i>[Collateral]</i>	Value of exemption claimed on schedule C	\$
<i>[Lien Identification]</i>	Value of all liens with priority over this lien	\$
<i>[Add creditors as needed]</i>	Remaining equity securing lien	\$

### 3.8 Miscellaneous Provisions

(i) Secured Creditor with a security interest in the Debtor's principal residence shall comply with all provisions of Bankruptcy Rule 3002.1.

(ii) If relief from the automatic stay is ordered as to any item of collateral listed in **this Part**, then, unless otherwise ordered by the court, all payments under **this Part** as to that collateral will cease, and all timely filed secured claims based on that collateral will no longer be treated by the plan.

(iii) With reference to establishing the fair market value of the property or the balances owed on outstanding liens as of the petition date, values contained in debtors' schedules shall not constitute adequate proof thereof. Among other things, the court may consider a broker's price opinion or appraisal as evidence of value of real property and a proof of claim, payoff letter or account statement as evidence of a lien amount.

Code § 522(f) operates solely with respect to judicial liens. See § 101(36) for the definition of "judicial lien." A statutory lien, as e.g. a mechanic's lien, cannot be avoided under this section. See § 101(53) for the definition of "statutory lien." Papers submitted in support of the motion should allow the court to readily ascertain the nature of the lien. See *In re Schick*, 418 F.3d 321 (3d Cir. 2005) (discussing the distinction between judicial liens, which are avoidable under § 522(f), and statutory liens, which are not.)

#### Part 4 Treatment of Fees and Priority Claims

##### 4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

##### 4.2 Trustee's fees

Trustee's fees will be no more than 10 % of plan payments.

##### 4.3 Attorney's fees

Counsel for the Debtor has received a prepetition retainer to be applied against fees and costs incurred. Fees and costs exceeding the retainer shall be paid from funds held by

	<p>the Chapter 13 Trustee as an administrative expense after application to and approval by the court, pursuant to § 330(a)(4) and Bankruptcy Rule 2016.</p> <p>Total Amount of Retainer charged: \$ _____                  Amount of Retainer Paid Prepetition: \$ _____                  Remainder of Retainer to be paid through plan, if any: \$ _____                  Any additional attorney’s fees must be approved by Court pursuant to a separate order.</p> <p><b>4.4 Unsecured Domestic Support Obligations.</b></p> <p>Debtor shall remain current on all such obligations that come due after filing the Debtor’s Petition. Unpaid obligations incurred before the Petition date are to be cured by the Plan payments.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"><u>Creditor Status</u></th> <th><u>Estimated Arrearages</u></th> </tr> </thead> <tbody> <tr> <td><i>[Status, e.g., child, spouse, former spouse or domestic partner]</i></td> <td>\$ <i>[Amount Owed through Date]</i></td> </tr> <tr> <td><i>[Add rows as needed]</i></td> <td></td> </tr> </tbody> </table> <p><b>4.5 Other Unsecured Priority Claims, including Unsecured Tax Claims.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"><u>Creditor</u></th> <th style="width: 33%;"><u>Type of Priority Debt</u></th> <th style="width: 34%;"><u>Amount Owed</u></th> </tr> </thead> <tbody> <tr> <td><i>[Creditor name or state “none”]</i></td> <td><i>[Description]</i></td> <td>\$<i>[Amount]</i></td> </tr> <tr> <td><i>[Add rows as needed]</i></td> <td></td> <td></td> </tr> </tbody> </table>	<u>Creditor Status</u>	<u>Estimated Arrearages</u>	<i>[Status, e.g., child, spouse, former spouse or domestic partner]</i>	\$ <i>[Amount Owed through Date]</i>	<i>[Add rows as needed]</i>		<u>Creditor</u>	<u>Type of Priority Debt</u>	<u>Amount Owed</u>	<i>[Creditor name or state “none”]</i>	<i>[Description]</i>	\$ <i>[Amount]</i>	<i>[Add rows as needed]</i>		
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<i>[Add rows as needed]</i>																
<b>Part 5 CoDebtor Claims</b>	<p>The following Codebtor claims, if timely and allowed, are to be paid <i>pro rata</i> until the allowed amounts of such claims are paid in full.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"><u>Creditor</u></th> <th style="width: 33%;"><u>CoDebtor Name</u></th> <th style="width: 34%;"><u>Amount Owed</u></th> </tr> </thead> <tbody> <tr> <td><i>[Creditor name or state “none”]</i></td> <td><i>[CoDebtor Name]</i></td> <td>\$<i>[Amount]</i></td> </tr> <tr> <td><i>[Add rows as needed]</i></td> <td></td> <td></td> </tr> </tbody> </table>	<u>Creditor</u>	<u>CoDebtor Name</u>	<u>Amount Owed</u>	<i>[Creditor name or state “none”]</i>	<i>[CoDebtor Name]</i>	\$ <i>[Amount]</i>	<i>[Add rows as needed]</i>								
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<i>[Add rows as needed]</i>																
<b>Part 6 Nonpriority, Unsecured Claims</b>	<p><b>6.1</b> Allowed nonpriority, unsecured claims shall be paid <i>pro rata</i> from the balance of payments made under this plan.</p> <p><b>6.2 Other separately classified nonpriority unsecured claims</b>                  Check one.</p> <p><input type="checkbox"/> None.</p> <p><input type="checkbox"/> The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows</p>															

Name of Creditor	Basis for separate classification and treatment	Amount to be paid on the claim	Interest rate
<i>[Creditor name or state "none"]</i>		\$	%
		\$	%
<i>[Add rows as needed]</i>			

**Part 7 Executory Contracts and Unexpired Leases**

Pursuant to 11 U.S.C. § 1322(b), Debtor assumes or rejects the following unexpired lease(s) or executory contract(s). For an executory contract or unexpired lease with an arrearage to cure, the arrearage will be cured in the Plan with regular monthly payments to be paid directly to the creditor or landlord ("Creditor") by the Debtor. The arrearage amount will be adjusted to the amount set forth in the Creditor's timely proof of claim, unless an objection to such amount is filed, in which event it shall be adjusted to the amount allowed by the court.

**7.1 Assumed**

<u>Creditor &amp; Property Description</u>	<u>Estimated Arrearage Amount</u>	<u>Arrearage Through Date</u>
<i>[Creditor name or state "none"]</i>	<i>[\$Amount]</i>	<i>[Date]</i>
<i>[Address and brief property description]</i>		
<i>[Add rows as needed]</i>		

**7.2 Rejected**

<u>Creditor &amp; Property Description</u>	<u>Arrearage Amount</u>	<u>Arrearage Through Date</u>
<i>[Creditor name or state "none"]</i>	<i>[\$Amount]</i>	<i>[Date]</i>
<i>[Address and brief property description]</i>		
<i>[Add rows as needed]</i>		

**7.3 Post-Petition Payments for Assumed Executory Contracts and Unexpired Leases.**

Debtor shall make the following Post-Petition Payments directly to the Creditor:

<u>Creditor &amp; Property Description</u>	<u>Payment Amount</u>	<u>Payment Timing</u>

	<i>[Creditor name or state "none"]</i>	<i>[\$[Amount to be paid]</i>	<i>[How Often Payment is Due]</i>
	<i>[Address and brief property description]</i>		
	<i>[Add rows as needed]</i>		
<b>Part 9 Debtor's Duties</b>	<ol style="list-style-type: none"> <li>1. <b>Tax Returns.</b> While the case is pending, the Debtor shall timely file tax returns and pay taxes or obtain appropriate extensions and send a copy of either the tax return or the extension to the Trustee pursuant to 11 U.S.C. § 521(f) within thirty (30) days of filing with the taxing authority.</li> <li>2. <b>Operating Reports.</b> If Debtor is self-employed or operates a business either individually or in a corporate capacity, Debtor shall provide the Trustee with monthly operating reports throughout the entirety of the case.</li> <li>3. <b>Tax Refunds.</b> The Debtor may voluntarily elect to contribute tax refunds as lump-sum payments in Section A of this Plan. Unless the Debtor has proposed a plan that repays his or her creditors in full, the court may order the Debtor to contribute a portion of the tax refunds to the Plan. The amount to be contributed shall be determined by the court on a case-by-case basis.</li> <li>4. <b>Shortfall.</b> Debtor will cure any funding shortfall before the Plan is deemed completed.</li> <li>5. <b>Insurance.</b> Debtor shall maintain insurance as required by law, contract, security agreement or Order of this court.</li> <li>6. <b>Payment Records to Trustee.</b> Debtor shall keep and maintain records of payments made to Trustee.</li> <li>7. <b>Payment Records to Secured Creditor(s).</b> Debtor shall keep and maintain records of post-petition payments made to Secured Creditor(s).</li> <li>8. <b>Donation Receipts.</b> Where applicable, Debtor shall keep a record of all charitable donations made during the pendency of this case and maintain receipts received.</li> <li>9. <b>Domestic Support Obligation(s).</b> Debtor shall maintain a record of all domestic support obligation payments paid directly to the recipient pursuant to a separation agreement, divorce decree, applicable child support collection unit order or other court's order. The Debtor must also complete and sign the "Certification Regarding Domestic Support Obligations" required by Local Rule 4004-2. The Certification should be returned to the Trustee when submitting the last payment under this Plan.</li> <li>10. <b>Change in Address.</b> Debtor must notify the court and the Trustee if the address or contact information changes during the pendency of the case. Notification must be made in writing within fifteen (15) days of when the change takes place.</li> <li>11. <b>Disposal of Property.</b> Debtor shall not sell, encumber, transfer or otherwise dispose of any Real Property or personal property with a value of more than \$1,000 without first obtaining court approval.</li> <li>12. <b>Mailing and Service of the Plan.</b> <ol style="list-style-type: none"> <li>(a) Debtor shall <b>mail</b> this plan to all creditors and parties in interest at least 31 days (28 days plus 3 additional days if service is by mail) before the</li> </ol> </li> </ol>		

confirmation hearing. An affidavit showing compliance with the notice requirement must be filed as required by Bankruptcy Rule 2002(b) and Local Bankruptcy Rules 3015-1(c) and 9078-1 must be filed.

- (b) If Debtor has checked a box that requires **service** under Bankruptcy Rule 7004, Debtor must **serve** this plan on any creditor affected by the box that has been checked. Although Bankruptcy Rule 7004 contains additional provisions, which should be consulted, commonly used provisions of the Rule are as follows:
- a. By first class mail, upon an individual other than an infant or incompetent, by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession [Bankruptcy Rule 7004(b)(1)];
  - b. By first class mail, upon a domestic or foreign corporation or upon a partnership or other unincorporated association, by mailing a copy of the summons and complaint to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and, if the agent is one authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant [Bankruptcy Rule 7004(b)(3)];
  - c. By first class mail, upon the United States, by mailing a copy of the summons and complaint addressed to the civil process clerk at the office of the United States attorney for the district in which the action is brought and by mailing a copy of the summons and complaint to the Attorney General of the United States at Washington, District of Columbia, and in any action attacking the validity of an order of an officer or an agency of the United States not made a party, by also mailing a copy of the summons and complaint to that officer or agency. The court shall allow a reasonable time for service pursuant to this subdivision for the purpose of curing the failure to mail a copy of the summons and complaint to multiple officers, agencies, or corporations of the United States if the plaintiff has mailed a copy of the summons and complaint either to the civil process clerk at the office of the United States attorney or to the Attorney General of the United States [Bankruptcy Rule 7004(b)(4)]
  - d. By first class mail, upon any officer or agency of the United States, by mailing a copy of the summons and complaint to the United States as prescribed in paragraph (4) of this subdivision and also to the officer or agency. If the agency is a corporation, the mailing shall be as prescribed in paragraph (3) of this subdivision of this rule. The court shall allow a reasonable time for service pursuant to this subdivision for the purpose of curing the failure to mail a copy of the summons and complaint to multiple officers, agencies, or corporations of the United States if the plaintiff has mailed a copy of the summons and complaint either to the civil process clerk at the office of the United States attorney or to the Attorney General of the

	<p>United States. If the United States trustee is the trustee in the case and service is made upon the United States trustee solely as trustee, service may be made as prescribed in paragraph (10) of this subdivision of this rule [Bankruptcy Rule 7004(b)(5)];</p> <p>e. By first class mail, upon a state or municipal corporation or other governmental organization thereof subject to suit, by mailing a copy of the summons and complaint to the person or office upon whom process is prescribed to be served by the law of the state in which service is made when an action is brought against such a defendant in the courts of general jurisdiction of that state, or in the absence of the designation of any such person or office by state law, then to the chief executive officer thereof [Bankruptcy Rule 7004(b)(6);</p> <p>f. Service on an insured depository institution (as defined in section 3 of the Federal Deposit Insurance Act) in a contested matter or adversary proceeding shall be made by certified mail addressed to an officer of the institution unless—(1) the institution has appeared by its attorney, in which case the attorney shall be served by first class mail; (2) the court orders otherwise after service upon the institution by certified mail of notice of an application to permit service on the institution by first class mail sent to an officer of the institution designated by the institution; or(3) the institution has waived in writing its entitlement to service by certified mail by designating an officer to receive service. [Bankruptcy Rule 7004(h)]</p>
<p><b>Part 10 Loss Mitigation and Nonstandard Provisions</b></p>	<p><b>10.1 Any nonstandard provision must be entered here. Any deviation from the form plan that occurs in an earlier paragraph is void. Only those provisions listed in this section are permitted and if this section conflicts with any earlier section, this section controls.</b></p> <p><b>10.2 Loss Mitigation:</b></p> <p><input type="checkbox"/> By checking this box and completing this section, the Debtor requests loss mitigation pursuant to Local Rule 9019-2, which governs a court-ordered loss mitigation program, pursuant to which parties may deal with issues such as a loan modification, loan refinance, short sale, or surrender in full satisfaction, concerning the Debtor’s Real Property Used as a Principal Residence. <i>[Identify the property, loan and creditor for which you are requesting loss mitigation]:</i></p> <p>_____. The Debtor estimates the value of the Real Property Used as a Principal Residence to be \$_____.</p> <p>The Debtor hereby permits the Secured Creditor(s) listed above to contact (check all that apply):</p> <p><input type="checkbox"/> The Debtor directly.</p> <p><input type="checkbox"/> Debtor’s bankruptcy counsel.</p> <p><input type="checkbox"/> Other: _____.</p>

	<p>Debtor is not required to dismiss this bankruptcy Petition during the loss mitigation discussions.</p> <p><b>10.3 Sale and Credit Bidding of Real Property.</b></p> <p><input type="checkbox"/> By checking this box, Debtor intends to sell Real Property having an address of <i>[Address of Property to be sold]</i>, pursuant to § 363(b). The Real Property is subject to a secured claim held by <i>[Name of Creditor]</i>. Attached to this plan is the contract of sale, in which <i>[Name of Buyer]</i> has agreed to pay \$ <i>[purchase price]</i> for the collateral. Pursuant to § 363(k), the secured creditor, <i>[Name of Creditor]</i>, may assert its right to credit bid by submitting a higher and better offer as part of a timely objection to confirmation. Debtor shall attach an affidavit containing all facts necessary for Court to approve the sale and should be prepared to address the requirements of § 363 at the confirmation hearing. <i>Debtor shall submit a separate order approving sale upon approval by the Court.</i></p> <p><b>10.4 Surrender and Vesting</b></p> <p><input type="checkbox"/> By checking this box, title to any collateral surrendered in this plan automatically vests in the <i>[Name of Secured Creditor]</i> upon confirmation and the lifting of the automatic stay. Creditor has 60 days from the date of confirmation to file a deficiency claim. <i>Debtor shall submit an order surrendering the collateral and vesting title in the creditor.</i></p> <p><b>10.5 Additional NonStandard Provisions</b></p> <p>_____</p> <p>_____</p> <p>_____</p>				
<b>Part 11 Debtor's Signature</b>	<p>Dated: _____, New York           _____, 20__.</p> <table style="width: 100%;"><tr><td style="width: 50%; text-align: center;">_____ Debtor</td><td style="width: 50%; text-align: center;">_____ Joint Debtor</td></tr><tr><td style="width: 50%; text-align: center;">_____ Address</td><td style="width: 50%; text-align: center;">_____ Address</td></tr></table>	_____ Debtor	_____ Joint Debtor	_____ Address	_____ Address
_____ Debtor	_____ Joint Debtor				
_____ Address	_____ Address				
<b>Part 12 Debtor's Attorney's Signature</b>	<table style="width: 100%;"><tr><td style="width: 50%; text-align: center;">_____ Attorney for Debtor</td><td style="width: 50%; text-align: center;">_____ Date</td></tr></table>	_____ Attorney for Debtor	_____ Date		
_____ Attorney for Debtor	_____ Date				
<b>Part 13 Certification</b>	<p>I, the undersigned attorney for the Debtor or Pro se Debtor, hereby certify that the foregoing chapter 13 Plan conforms to the pre-approved chapter 13 plan promulgated pursuant to <span style="background-color: yellow;">[Local Bankruptcy Rule _____]</span> of the United States Bankruptcy Court for the Southern District of New York and contains no nonstandard provision other than those set out in <span style="background-color: yellow;">Part 10</span>.</p>				

	Attorney for Debtor or <i>Pro Se</i> Debtor	Date
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