UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF NORTH CAROLINA
OFFICE OF THE CLERK

P.O. BOX 26100

GREENSBORO, NORTH CAROLINA 27420-6100

August 1, 2025

To: Bankruptcy Attorneys

From: U.S. Bankruptcy Court Clerk's Office - Middle District of North Carolina

Re: Revised Chapter 13 Plan

The attached, revised Chapter 13 plan is adopted by the United States Bankruptcy Court for the Middle District of North Carolina, effective October 1, 2025. It must be used for plans filed on or after October 1, 2025.

The notice period for this plan ran from June 3, 2025, through July 3, 2025. During the notice period, two comments were received; as a result of the comments, the "if current" language was deleted from the last column in sections 4.1b and 4.2b (the debtor needs to specify who is making payments in those sections, regardless as to whether payments are in arrears). Minor formatting issues were also addressed.

For your convenience, a redlined version comparing the current plan and the revised plan as adopted is attached.

Debtor 1: First Name	Fill in	this information to id	entify your case:			
First Name Middle Name Last Name below the sections of the plan that have changed. Case number: [Iff Incom)] SS# Debtor 1: XXX – XX – SS# Debtor 2: XXX – XX – SS# Debtor 2: XXX – XX – SS# Debtor 3: XXX – XX – XX – XX – XX – XX – XX –						Check if this is an
CHAPTER 13 PLAN	Debtor		Middle Name	Last Name		• •
CHAPTER 13 PLAN Section 1: Notice. CHAPTER 13 PLAN Section 1: Notice. Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not dictate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You must check ea ox that applies in §§ 1.1, 1.2, and 1.3, below. If an item is checked as "Not included" or if both boxes are checked, the provision we ineffective if set out later in the plan. A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. A voidance of a judicial lien or nonpossessory, nonpurchase money security included Not included Not included Not included Not included Increst set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included Not included Not included Increst set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included Not included Increst set out in Section 4.4 (Included Included Includ						•
CHAPTER 13 PLAN Section 1: Notice. Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not dictate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You must check ear ox that applies in §§ 1.1, 1.2, and 1.3, below. If an item is checked as "Not included" or if both boxes are checked, the provision we ineffective if set out later in the plan. 1.1 A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase money security included Not included Not included 1.3 Nonstandard provisions set out in Section 9. Decetions: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. Dut will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim out 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 intorney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation, unless otherw redered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on antifrration. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015.	(Spouse,	, if filing) First Name	Middle Name	Last Name	char	nged.
CHAPTER 13 PLAN Section 1: Notice. Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not dictate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You must check ear ox that applies in §§ 1.1, 1.2, and 1.3, below. If an item is checked as "Not included" or if both boxes are checked, the provision we ineffective if set out later in the plan. 1.1 A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase money security included Not included Interest set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included On Creditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. Do until need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filling of proofs of claim out 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your torney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation, unless otherw dered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Court may confirm this plan wit	1					
CHAPTER 13 PLAN Section 1: Notice. Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not dicate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You must check ear on that applies in §§ 1.1, 1.2, and 1.3, below. If an Item is checked as "Not included" or if both boxes are checked, the provision we ineffective if set out later in the plan. 1.1 A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase money security Included Not included Interest set out in Section 4.4. 1.3 Nonstandard provisions set out in Section 9. Decetions: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. Due will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim out 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your torney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation. The Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date for the hearing on onfirmation. The Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date for the hearing on onfirmation. The Bankruptcy Court. You will receive notification from the Bankruptcy Court of the	SS# Del	otor 1: XXX – XX –				
Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not dicate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You <u>must</u> check ea ox that applies in \$§ 1.1, 1.2, and 1.3, below. If an item is checked as "Not included" or if both boxes are checked, the provision we ineffective if set out later in the plan. 1.1 A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase money security included Not included interest set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included Not included or Creditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. 1.4 Do will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim ou 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your tronney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation. The Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. 1.3 Plan length. The applicable commitment period is:	SS# Del	otor 2: XXX – XX –		_		
Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not dicate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You <u>must</u> check ea ox that applies in \$§ 1.1, 1.2, and 1.3, below. If an item is checked as "Not included" or if both boxes are checked, the provision we ineffective if set out later in the plan. 1.1 A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase money security included Not included interest set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included Not included or Creditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. 1.4 Do will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim ou 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your tronney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation. The Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. 1.3 Plan length. The applicable commitment period is:			_			
Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not dicate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You must check ear ox that applies in §§ 1.1, 1.2, and 1.3, below. If an item is checked as "Not Included" or if both boxes are checked, the provision we ineffective if set out later in the plan. 1.1 A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included 1.4 Nonstandard provisions set out in Section 9. Included Not included 1.5 Occeditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. 1.6 Out will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filling of proofs of claim out 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your claim or may provision of this plan, you or your claim or may provision of this plan, you or your claim or may provision of this plan, you or your claim or may provision of this plan, you or your claim or may provision of this plan, you or your claim or may provision of this plan, you or your claim or may provision of this plan, you or your claim or may provision of this plan. You right have an expect			CI	HAPTER 13 PLAN		
dicate that the option is appropriate in your circumstances. Plans that do not comply with the Local Rules of the United States ankruptcy Court for the Middle District of North Carolina and applicable judicial rulings may not be confirmable. You must check ear ox that applies in §§ 1.1, 1.2, and 1.3, below. If an item is checked as "Not Included" or if both boxes are checked, the provision we ineffective if set out later in the plan. 1.1 A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor. 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included 1.4 Occeditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. 1.5 Occeditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. 1.6 Out will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim out 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your tendered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. 1.8 Plan Length, Payments and Liquidation Value.	Section	1: Notice.				
Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest set out in Section 4.4 1.3 Nonstandard provisions set out in Section 9. Included Not included O Creditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. Ou will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim ou 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your storney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation, unless otherwordered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. Plan Length, Payments and Liquidation Value. 1 Plan length. The applicable commitment period is:	1 1 AI	imit on the amount of a	secured claim, set out in		□ Included	☐ Not included
o Creditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated. ou will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim ou 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your storney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation, unless otherwardered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. Plan Length, Payments and Liquidation Value. 1 Plan length. The applicable commitment period is:	1.2 Av	oidance of a judicial lier	or nonpossessory, nonp		☐ Included	☐ Not included
ou will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the ame and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim ou 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation, unless otherwardered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. Plan Length, Payments and Liquidation Value. 1 Plan length. The applicable commitment period is:	1.3 No	onstandard provisions se	et out in Section 9.		□ Included	☐ Not included
ou 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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your storney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation, unless otherwordered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. Plan Length, Payments and Liquidation Value. 1 Plan length. The applicable commitment period is:						
ttorney, you may wish to consult one. If you oppose the plan's treatment of your claim or any provision of this plan, you or your ttorney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation, unless otherwindered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See ankruptcy Rule 3015. Plan Length, Payments and Liquidation Value. 1 Plan length. The applicable commitment period is:	name and	address of the Trustee,	the date and time of the	meeting of creditors, and inform	ation regarding the	e filing of proofs of claim.
.1 Plan length. The applicable commitment period is:	attorney, y attorney m ordered by confirmation	rou may wish to consult nust file an objection to r the Bankruptcy Court. on. The Bankruptcy Cou	one. If you oppose the p confirmation at least sev You will receive notifica	plan's treatment of your claim or yen days before the date set for th tion from the Bankruptcy Court o	any provision of the ne hearing on conf f the date set for t	is plan, you or your irmation, unless otherwis he hearing on
	Section 2	2: Plan Length, Pay	ments and Liquidation '	Value.		
	2.1 Plan l	ength. The applicable c	ommitment period is:			
☐ 36 months ☐ 60 months			·			

Del	btor	Case Number
		payments must continue for the entire applicable commitment period unless all allowed unsecured claims are paid in full in a period of time.
2.2	Pay	yments. The Debtor will make payments to the Trustee as follows:
	a.	Periodic Payments:
	\$	per month for month(s)
	\$	per month for month(s)
	Inse	ert additional lines if needed.
	b.	Additional payments.
		□ None
		☐ The Debtor will make additional payment(s) to the Trustee from other sources as specified below. Describe source(s), estimated amount(s), and anticipated date(s) of payment(s).
2.3	in t	nths of payments are specified, additional monthly payments will be made to the extent necessary to pay creditors as specified his plan. uidation value.
	a.	☐ The amount that allowed priority and non-priority unsecured claims would receive if assets were liquidated in a Chapter 7 case, after allowable exemptions, is estimated to be \$
	b.	☐ Classes of unsecured claims are established, if necessary, based on liquidation value requirements as follows:
		Class – Allowed unsecured claims of with a liquidation value requirement of \$
		Class – Allowed unsecured claims of with a liquidation value requirement of \$
		Class – Allowed joint unsecured claims of with a liquidation value requirement of \$
	c.	☐ Due to liquidation value requirements, interest at% per annum will be paid to allowed priority and non-priority unsecured claims as provided below:
		☐ Interest to all allowed priority and non-priority unsecured claims.
		☐ Interest to allowed priority and non-priority claims in Class
Se	ectic	on 3: Fees and Priority Claims.
3.1	Att	corney fees.
		The Attorney for the Debtor will be paid the presumptive base fee of \$ The Attorney has received \$ from the Debtor pre-petition and the remainder of the fee will be paid monthly by the Trustee as funds are available.

Del	otor			Cas	e Number	
		The Attorney for the Debtor will be Debtor pre-petition and the remain				from the
		The Attorney for the Debtor will file	an application for app	proval of a fee in lieu o	of the presumptive base fee.	
3.2		stee costs. The Trustee will receive for seen ses.	rom all disbursements	such amount as appr	oved by the Court for payme	nt of fees and
3.3	Pric	ority Domestic Support Obligations ("DSO").			
	a.	☐ None. If none is checked, the re	st of Section 3.3 need	not be completed or r	eproduced.	
	b.	\Box The name and address of the ho	lder of any DSO as defi	ned in 11 U.S.C. § 101	(14A) is as follows:	
		Name of DSO Claimant			Address, City & State	
	c.	All post-petition DSO amounts will b	pe paid directly by the	Debtor to the holder of	of the claim and not by the Ti	rustee.
	d.	Arrearages owed to DSO claimants the Trustee as follows:	under 11 U.S.C. § 507(a)(1)(A) not presently	paid through wage garnishm	ent will be paid b
		Name of DSO Claimant	Estimated Ar	rearage Claim	Monthly paym	ient
			\$		\$	
	a. b.	☐ None. If none is checked, the re☐ To be paid by Trustee	est of Section 3.4 need	not be completed or	reproduced.	
		Cred	litor		Estimated Priority	/ Claim
					\$	
					\$	
		n 4: Secured Claims. s otherwise expressly provided in the	plan, the holder of ea	ch allowed secured cl	aim provided for below will r	etain the lien on
the	prop	erty interest of the Debtor or the est	ate until the earlier of		·	
	(a)	payment of the underlying debt det	ermined under nonba	nkruptcy law, or		
	(b)	discharge of the underlying debt un	der 11 U.S.C. § 1328, a	at which time the lien	will terminate and be release	d by the creditor.
4.1	Rea	al Property – Claims secured solely b	y Debtor's principal re	esidence.		
	a.	\square None. If none is checked, the re	est of Section 4.1 need	not be completed or i	eproduced.	
	b.	☐ Maintenance of payments and c	ure of default.			
		Installment payments on the claims should reflect arrearage amounts the disbursements of installment payments post-petition installment payments	nrough the petition da ents the month after c	te. For claims being ponfirmation. Any filed	aid by the Trustee, the Truste	ee will commence

Amounts stated on a filed proof of claim, and as adjusted to include post-petition payments through the month of confirmation, will control over any contrary amounts listed below for the installment payment and the arrearage.

ebtor						Case	Numb	oer _				
	Additionally, the Truste under Bankruptcy Rule		e installment payme	nt in acc	ordance	with a	iny Not	ice of N	1ortga	ge Paymen	t Chang	e file
	The Trustee is authorize 3002.1 if no objection is				charge 1	for whi	ch noti	ce is file	ed und	ler Bankrup	tcy Rule	į
	Creditor	A	ddress of Residence		Curren Y/N	-	nstallm Payme		Arro Amo	imated earage ount on ion Date	Indica by Deb or Trus	otor
C.	☐ Claims to be paid in	full by Trustee	·.			Ş			Ş			
	Creditor	,	Address of Residence		Cla	nated aim	Pa	onthly yment		Monthly Escrow Payment	Intere Rat	
					\$		\$		\$	-		%
	Creditor	Addre	ess of Residence		lue of idence	Cla Sen Crea	ount of aims nior to ditor's	Se	nount of cured Claim	Month Paymer to Credito	nt F	tere Rate
				\$		\$	laim	\$		\$	+	
	al Property – Claims seculator's principal residenc None. If none is che Maintenance of pay Installment payments of should reflect arrearage	e and addition ecked, the rest rments and cur on the claims li	al collateral. of Section 4.2 need red of default. sted below will be ma	not be co	omplete	d or rep	produc	ed. ill be pa	aid in f	ull. Proofs		
	disbursements of instal accordingly. Amounts s confirmation, will contr	lment paymen stated on a pro	ts the month after co of of claim as adjuste	onfirmati ed to inc	on and lude pos	any file st-petit	ed arreation pay	rage cl	aims w throug	vill be adjus gh the mon	sted th of	
	Creditor		Collateral			rrent //N	Instal Payr		Arı Am	timated rearage lount on tion Date	Indica by Del or Trus	btor
c.	☐ Claims to be paid in	full by Trustee					\$		\$			
	Creditor		Collateral		- I	Estimat Claim		Mont Paym		Monthly Escrow Payment	Inter Ra	
					Ś			Ś		Ś	+	%

Debtor						_	Case	e Numl	ber			
			at claims as secur applicable box in S						amount	: in e	excess as un	secured.
Cr	editor		Collateral		Value c Propert		Amoun Claim Senior Credito Clain	to or's	Amoun of Secured Claim		Monthly Payment to Creditor	Interest Rate
				\$		(\$!	\$		\$	%
.3 Personal pr	operty secured	l claims.										
a. 🗆 No	ne. If none is ch	necked, th	ne rest of Section	4.3 need	not be	comple	eted and	reprodu	uced.			
b. 🗆 Cla	ims secured by	personal	property to be pa	id in full b	oy the T	rustee						
(Creditor		Collatera	I	Estim Cla		Montl Payme	,	nterest Rate	Pı	dequate rotection Payment	Number of Adequate Protection Payments
					\$		\$		%	\$		
paid in full. Creditor Collateral		I	Estimated Claim		d Monthly Payment		Interest Rate	Pı	dequate rotection Payment	Number of Adequate Protection Payments		
						\$ \$		%		\$		rayments
			at claims as secur applicable box in S ral Value of Collateral		1 of things of the second seco		is checke Int M Pa		/ amoun Intere Rate	st	Adequate Protection Payment	Number of Adequate Protection
	\$		\$	Clair \$	Claim \$		\$			%	\$	Payments
)		Ş) >		<u> </u>	>		<u> </u>	70	Ş	
Installr should disburs accord	nent payments reflect arreara sements of insta ingly. Amounts	on the cla ge throug allment pa s stated on	nd cure of default aims listed below h the petition dat ayments the mont n a proof of claim any contrary amo	will be m e. For cla th after co as adjust	nims be onfirma ed to ir	ing paid Ition ar Iclude p	d by the nd any fi post-pet	Trustee, led arrea ition pay	, the Tru arage cla yments t	stee iims hro	will comme will be adju ugh the mor	ence sted th of
	Creditor		Collatera	I		tallmer	t A	Arrearag	nated e Amour		Adequate	firmation Protection ments

\$

\$

\$

Debtor	Case Number	
_ 0.000.		

The Debtor requests that the Court determine the value of the secured claims listed as set forth in Sections 4.1.d, 4.2.d, and 4.3.d as applicable. For each non-governmental secured claim listed above, the Debtor states that the value of the secured claim should be set out in the column headed *Amount of Secured Claim*. For secured claims of governmental units only, unless otherwise ordered by the Court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed above. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated above.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Section 6 of this plan. If the amount of a creditor's secured claim is listed above as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Section 6 of this plan. Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in Section 4.

4.4 Lien Avoidance.

Check One.

□ None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Section 1.2 of this plan is checked.

□ The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Section 6 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.

Information regarding judicial lien or security interest:	Calculation of lien avoidance:	Treatment of remaining secured claim:
Name of Creditor:	a. Amount of Lien: \$	Amount of secured claim after
Collateral:	b. Amount of all other liens: \$	avoidance (line a minus line f):
conatciui.	c. Value of Claimed Exemption(s): \$	\$
	d. Total of adding lines a, b, and c: \$	
Lien Identification (such as judgment date, date of lien recording, book and page number):	e. Value of debtor'(s) interest in property: \$	Interest rate (if applicable):
	f. Subtract line e from line d: \$	%
	Extent of impairment (check applicable box):	Monthly payment
	☐ Line f is equal to or greater than line a. The entire lien is avoided. (Do not complete next column.)	on secured claim: \$
	□ Line f is less than line a. A portion of the lien in avoided. (Complete next column.)	Estimated total payments on secured claim:

Insert additional claims as needed.

Debtor	-			Case Number		
Section	on 5: Collateral to be Surrendered	d.				
a.	☐ None. If none is checked, the re	est of Section 5 need not	be complete	d or reproduced.		
b.	☐ The Debtor proposes to surrend	ler to each creditor listed	below the c	ollateral that secures the o	creditor's cla	im.
	Upon timely filing of a claim evident secured claim, and the stay under 1 be terminated in all respects effecti allowed a period of 120 days for perclaim. Any allowed unsecured claim Section 6. Any net proceeds resulting to be forwarded to the Trustee.	1 U.S.C. § 362(a) will be we upon confirmation of rsonal property and a pe n resulting from liquidati	terminated a this plan. Ef riod of 180 d on of the col	s to the collateral only and fective upon confirmation lays for real property to file lateral will be treated as an	d the stay un , the credito e a documer n unsecured	der § 1301 will r will be ited deficiency claim under
	Creditor			Collateral to be Surre	ndered	
Section	on 6: Nonpriority Unsecured Clair	ns.				
6.1 No	npriority unsecured claims not separ	rately classified.				
	owed nonpriority unsecured claims wi	a distribution to nonprio	rity unsecure	ed claims except as provide	ed in Section	2.3 or 6.
a.	☐ The minimum sum of \$	will be paid pro rata	to nonpriori	ty unsecured claims due to	o the followi	ng:
	☐ Disposable Income					
	□ Other					
b.	☐ Allowed non-priority unsecured not being applied to the plan parts.		with interes	t at% per annum due	e to all dispo	sable income
6.2 Sep	parately classified nonpriority unsecu	ired claims.				
a.	☐ None. If none is checked, the re	est of Section 6.2 need no	ot be comple	ted or reproduced.		
b.	☐ Allowed nonpriority unsecured	homeowner association	(HOA) claims	are separately classified a	s follows:	
	□но	DA – The Debtor will pay	homeowner	association dues directly.		
	after confirmation. Th	e post-petition dues thr	ough the mo	y payments of \$ nth of confirmation will be an unsecured claim unless	paid in full	at the rate of
c.	☐ Allowed nonpriority unsecured of	claims, other than HOA c	laims, listed	below are separately class	ified.	
	Creditor	Basis for Separate Cla (Include Name and A Co-Debtor, if Appl	ddress of	Estimated Claim	Monthly Payment	Interest Rate (If applicable)
				\$	\$	%

Debtor					Case Number						
Secti	on 7: Execut	ory Contra	cts and Unexpired Lease	es.							
a.	☐ None. If n	one is check	ed, the rest of Section 7	need n	ot be com	pleted or repro	duced.				
b.	b. Executory contracts and leases to be rejected.										
	Upon timely filing of a claim evidencing a valid executory contract or unexpired lease, the Debtor will surrender the property in full satisfaction of the claim, and the automatic stay under 11 U.S.C. § 362(a) will terminate as to the property only and the stay under 11 U.S.C. § 1301 will be terminated in all respects effective upon confirmation of this plan. Effective upon plan confirmation the creditor will be allowed a period of 90 days to file a documented deficiency claim. Any such claim resulting from rejection of an executory contract or unexpired lease will be treated as an unsecured claim under Section 6.										
		Credit	or			Natur	re of Lease or	Contract			
C.	☐ Executory Creditor	contracts ar	Nature of Lease or Contract	М	onthly yment	Payment by Debtor or Trustee	Arrearage Amount	Arrearage Paid by Debtor or	Monthly Payment on		
							1	Trustee	Arrearage		
				\$			\$		\$		
Secti	on 8: Standa	rd Provisio	ıs.								
3.1 <u>V</u>	esting of Proper	ty of the Ba	nkruptcy Estate:								
P	roperty of the es	tate will ves	st in the Debtor(s) upon:								
	Plan Confirma	tion									
	Discharge										
	Other: (specify	·)		•							

8.2 **General Provisions:**

- a. The Trustee shall collect and disburse payments in accordance with the plan.
- b. Proofs of claim must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain evidence of a properly perfected lien on property of the estate. A creditor that does not hold an allowed secured claim will be treated as unsecured.
- c. All payments being made by the Trustee on any claim secured by real or personal property shall terminate upon the lifting of the automatic stay with respect to the affected property.
- d. Notwithstanding the allowance of a claim as secured, all rights under Title 11 to avoid liens or transfers are reserved and confirmation of the plan is without res judicata effect as to any action to avoid a lien or transfer.
- e. Confirmation of the plan shall not prejudice the right of the Debtor or Trustee to object to any claim.
- f. The Debtor must promptly report to the Trustee and must amend the petition schedules to reflect any significant increases in income and any substantial acquisitions of property such as inheritance, gift of real or personal property, or lottery winnings.
- g. <u>Use, Sale, or Lease of Property:</u> The use, sale, or lease of property by the Debtor(s) remains subject to the requirements of 11 U.S.C. § 363, all other provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and Standing Orders.

bto	r Case Number
В	HE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE TO THE HOLDER OR SERVICER ("HOLDER") OF A CLAIM SECURED Y A DEED OF TRUST, A MORTGAGE OR SECURITY INTEREST IN REAL PROPERTY, OR A MOBILE HOME THAT IS THE DEBTOR'S RINCIPAL RESIDENCE:
a.	The Holder, upon confirmation, is precluded from imposing late charges or other default related fees based solely on preconfirmation default.
b.	. If the Trustee is disbursing ongoing monthly installment payments, the Holder must apply each ongoing payment to the month in which the payment is designated.
c.	For any loan with an escrow account, the Holder must prepare and must send an escrow analysis annually to the Debtor, the Trustee and the Debtor's attorney. The first escrow analysis must be filed with the proof of claim in accordance with Bankruptcy Rule 3002.1. The escrow analysis should not include any amounts that were included or should have been included in the arrearage claim.
d.	. The Holder shall continue to send the Debtor the same monthly account statements that it sends to its non-bankruptcy customers and allow the Debtor online access to the Debtor's account(s) in the same manner as existed pre-petition and neither sending such statements nor providing information through online access will be deemed a violation of the automatic stay.
e.	. The Holder is required, upon request, to provide account information to the Trustee within 21 days of the request and failu to provide a timely response may result in an order requiring the Holder to appear and show cause as to why Holder should not be sanctioned for failure to comply.
f.	Nothing herein shall modify Holder's responsibilities under Bankruptcy Rule 3002.1 or other state or federal laws or regulations.
g.	Unless the Court orders otherwise, an order granting a discharge in the case shall be a determination that all pre-petition ar post-petition defaults have been cured and the account is current and reinstated on the original payment schedule under the note and security agreement as if no default had ever occurred.
h.	PENALTY FOR FAILURE OF HOLDER TO COMPLY WITH THE REQUIREMENTS OUTLINED IN BANKRUPTCY RULE 3002.1. Without limitation to the Court's authority to afford other relief, any willful failure of the Holder to credit payments in the manner required by Bankruptcy Rule 3002.1 or any act by the creditor following the entry of discharge to charge or collect a amount incurred or assessed prior to the filing of the Chapter 13 Petition or during the pendency of the Chapter 13 case that was not authorized by the order confirming plan or approved by the Court after proper notice, may be found by the Court to constitute contempt of Court and to be a violation of 11 U.S.C. § 524(i) and the injunction under 11 U.S.C. § 524(a)(2).

 $\hfill\square$ None. If none is checked, the rest of Section 9 need not be completed or reproduced.

provision as defined by Bankruptcy Rule 3015(c) set out elsewhere in this plan is void.

b. \Box The following plan provisions will be effective only if there is a check in the box "Included" in Section 1.3. Any nonstandard

Debtor	Case Number
	presented by an Attorney, or the Attorney for Debtor(s) certify(ies) that the wording lan are identical to those contained in NCMB Chapter 13 Plan, other than any
Signature(s):	
If the Debtor(s) do not have an Attorney, the Deb for the Debtor(s), if any, must sign below.	otor(s) must sign below; otherwise the Debtor(s) signatures are optional. The Attorney
Signature of Debtor 1	Signature of Debtor 2
Executed on	Executed on
mm/dd/yyyy	mm/dd/yyyy
Signature of Attorney for Debtor(s)	Date:
Address:	
Telephone:	
State Bar No:	

In re:)
			_)
		(XX-XX-	CHADTED 12 DLAN
	SS# xxx-xx-		
		Debtor(s)	
		<u>CERTIFICATE</u>	TE OF SERVICE
	ndersigned certifies that a copy ctive addresses:	y of the plan was served by first	st class mail, postage prepaid, to the following parties at their
		declare that the foregoing is true	
	Date	S Print Name:	Signature
		Business Address:	
		2432337.4441233.	

Fill in this infor	mation to iden	tify your case:			
Debtor 1:					heck if this is an
Debtor 1.	First Name	Middle Name	Last Name		ided plan, and list
Debtor 2:					v the sections of lan that have
(Spouse, if filing)	First Name	Middle Name	Last Name	chang	
Case number:				helov	v the sections of
(If known)					
SS# Debtor 1: XX)	(-XX-	<u></u> _			
SS# Debtor 2: XX			_		
					
		СН	APTER 13 PLAN		
			II IER ISTEMI		
ection 1:	lotices.				
ection 1:	Notice.				
	votice.				
			ate in some cases, but the pres		
			. Plans that do not comply with		
			rth Carolina and applicable judions. If an item is checked as "N		
		out later in the plan.			
				1	,
		cured claim, set out in S nent at all to the secured	section 4, which may result in direction.	□ Included	-□ Not included
Avoidance o	f a judicial lien o	nonpossessory, nonpu	rchase money security	_	
2 interest will Section 4.4	be done by sepa	rate motion or adversar	y proceeding.set out in	□ <u>Included</u>	■ □ Not included
3 Nonstandar	d provisions set o	out in Section 9.		-□ Included	-□ Not included

To Creditors: Your rights may be affected by this plan. Your claim and/or lien may be reduced, modified, or eliminated.

You will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the name and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim.

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. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation—unless otherwise ordered by the Bankruptcy Court. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

Debtor _	Case Number
Section 2:	
Section 2:	Plan Length, Payments and Liquidation Value.
2.1 Plan len	gth. The applicable commitment period is:
	36 months
	60 months
	ments must continue for the entire applicable commitment period unless all allowed unsecured claims are paid in full in a
2.2 Payme	nts. The Debtor will make payments to the Trustee as follows:
<u> </u>	
<u>a.</u> Pe	iodic Payments:
\$	per month formonth(s)
\$_ \$	
Insert a	dditional lines if needed.
a. bAd	ditional payments <u>.</u>
	<u>None</u>
	The Debtor will make additional payment(s) to the Trustee from other sources as specified below. Describe source(s), estimated amount(s), and anticipated date(s) of payment(s).
	estimated amount(s), and anticipated date(s) of payment(s).
	tor shall commence payments to the Trustee within thirty (30) days from the date the petition was filed. If fewer than
	months of payments are specified, additional monthly payments will be made to the extent necessary to pay creditors as ecified in this plan.
2.3 Liquidat	ion value.
-	The amount that allowed priority and non-priority unsecured claims would receive if assets were liquidated in a Chapter 7 case, after allowable exemptions, is estimated to be \$
b. 🛚	Classes of unsecured claims are established, if necessary, based on liquidation value requirements as follows:
	Class – Allowed unsecured claims of with a liquidation value requirement of \$
	Class – Allowed unsecured claims of with a liquidation value requirement of \$
	Class – Allowed joint unsecured claims of with a liquidation value requirement of \$
с. 🗆	Due to liquidation value requirements, interest at% per annum will be paid to allowed priority and non-priority unsecured claims as provided below:
	☐ Interest to all allowed priority and non-priority unsecured claims.
	☐ Interest to allowed priority and non-priority claims in Class

ction 3: Fees and Priority Claims. Attorney fees. The Attorney for the Debtor will be paid the presumption of the Debtor pre-petition and the available.		
Attorney fees. The Attorney for the Debtor will be paid the presumption from the Debtor pre-petition and the		
Attorney fees. The Attorney for the Debtor will be paid the presumptive from the Debtor pre-petition and the		
☐ The Attorney for the Debtor will be paid the presumptives \$ from the Debtor pre-petition and the		
\$ from the Debtor pre-petition and th		
	e remainder of the fee wi	
☐ The Attorney for the Debtor will be paid a reduced fee Debtor pre-petition and the remainder of the fee will b		
\Box The Attorney for the Debtor will file an application for a	approval of a fee in lieu of	f the presumptive base fee.
Trustee costs. The Trustee will receive from all disburseme expenses.	nts such amount as appro	oved by the Court for payment of fees and
Priority Domestic Support Obligations ("DSO").		
a. \square None. If none is checked, the rest of Section 3.3 nee	ed not be completed or re	eproduced.
b. The name and address of the holder of any DSO as d		
Name of DSO Claimant		
Name of DSO Claimant		Address, City & State
c. All post-petition DSO amounts will be paid directly by the	he Debtor to the holder o	of the claim and not by the Trustee.
d. Arrearages owed to DSO claimants under 11 U.S.C. § 50 the Trustee as follows:		·
Name of DSO Claimant Estimated	Arrearage Claim	Monthly payment
\$		\$
Other priority claims to be paid by Trustee.		
a. None. If none is checked, the rest of Section 3.4 ne	and not be completed or a	ranroducad
b. To be paid by Trustee	sed flot be completed of t	eproduced.
b. To be paid by Trustee		
Creditor		Estimated Priority Claim
		\$
		T

Except as otherwise expressly provided in the plan, the holder of each allowed secured claim provided for below will retain the lien on the property interest of the Debtor or the estate until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.
- 4.1 Real Property Claims secured solely by Debtor's principal residence.

tor			Ca	se Number				
a.	☐ None. If none is checke	ed, the rest of Section 4.1 need not b	e completed o	r reproduced.				
b.	☐ Maintenance of paymen	nts and cure of default.						
	Installment payments on the claims listed below will be maintained and any arrearage will be paid in full. Proofs of claim should reflect arrearage amounts through the petition date. For claims being paid by the Trustee, the Trustee will commence disbursements of installment payments the month after confirmation. Any filed arrearage claim will be adjusted to include post-petition installment payments through the month of confirmation. Amounts stated on a filed proof of claim, and as adjusted to include post-petition payments through the month of confirmation, will control over any contrary amounts listed below for the installment payment and the arrearage. Additionally, the Trustee will adjust the installment payment in accordance with any Notice of Mortgage Payment Change filed under Bankruptcy Rule 3002.1. The Trustee is authorized to pay any post-petition fee, expense, or charge for which notice is filed under Bankruptcy Rule 3002.1 if no objection is filed to such fee, expense, or charge.							
	confirmation, will control of Additionally, the Trustee w under Bankruptcy Rule 300. The Trustee is authorized t	over any contrary amounts listed below ill adjust the installment payment in 12.1. o pay any post-petition fee, expense	ow for the insta accordance wi	illment payment a th any Notice of M	nd the arrearag Iortgage Payme	e. nt Change fi		
	confirmation, will control of Additionally, the Trustee w under Bankruptcy Rule 300. The Trustee is authorized t	over any contrary amounts listed below ill adjust the installment payment in 12.1. o pay any post-petition fee, expense	ow for the insta accordance wi	illment payment a th any Notice of M	nd the arrearag lortgage Payme ed under Bankru Estimated Arrearage Amount on	e. nt Change fi ptcy Rule If Current, Indicate by Debtor		
	confirmation, will control of Additionally, the Trustee w under Bankruptcy Rule 300 The Trustee is authorized to 3002.1 if no objection is file	over any contrary amounts listed beloill adjust the installment payment in 12.1. To pay any post-petition fee, expense ed to such fee, expense, or charge.	ow for the insta accordance wi , or charge for Current	allment payment a th any Notice of M which notice is file Installment	nd the arrearag lortgage Payme ed under Bankru Estimated Arrearage	e. nt Change fi ptcy Rule If Current,		
c.	confirmation, will control of Additionally, the Trustee w under Bankruptcy Rule 300 The Trustee is authorized to 3002.1 if no objection is file	over any contrary amounts listed beloill adjust the installment payment in 12.1. To pay any post-petition fee, expense ed to such fee, expense, or charge. Address of Residence	ow for the insta accordance wi , or charge for Current	allment payment a th any Notice of M which notice is file Installment Payment	nd the arrearag lortgage Payme ed under Bankru Estimated Arrearage Amount on Petition Date	e. nt Change fi ptcy Rule If Current, Indicate by Debtor		
C.	confirmation, will control of Additionally, the Trustee w under Bankruptcy Rule 300 The Trustee is authorized t 3002.1 if no objection is file Creditor	over any contrary amounts listed beloill adjust the installment payment in 12.1. To pay any post-petition fee, expense ed to such fee, expense, or charge. Address of Residence	ow for the insta accordance wi , or charge for Current	Illment payment a th any Notice of M which notice is file Installment Payment	nd the arrearag lortgage Payme ed under Bankru Estimated Arrearage Amount on Petition Date	e. nt Change fi ptcy Rule If Current, Indicate by Debtor		

d.	☐ Request for valuation to treat claims as secured to the value of the property and any amount in excess as unsecured.
	This will be effective only if the applicable box in Section 1.1 of this plan is checked.

Creditor	Address of Residence	Value of	Amount of	Amount	Monthly	Interest
		Residence	Claims	of	Payment	Rate
			Senior to	Secured	to	
			Creditor's	Claim	Creditor	
			Claim			
		\$	\$	\$	\$	%

4.2	Real Property – Claims secured by real property other than by Debtor's principal residence AND claims secured by
	Debtor's principal residence and additional collateral.

a.	\square None.	If none is checked,	the rest of Section	n 4.2 need not be co	mpleted or reproduced.
----	-----------------	---------------------	---------------------	----------------------	------------------------

. \square Maintenance of payments and cure of default.

Installment payments on the claims listed below will be maintained and any arrearage will be paid in full. Proofs of claim should reflect arrearage through the petition date. For claims being paid by the Trustee, the Trustee will commence disbursements of installment payments the month after confirmation and any filed arrearage claims will be adjusted accordingly. Amounts stated on a proof of claim as adjusted to include post-petition payments through the month of confirmation, will control over any contrary amounts listed below for the installment payment and the arrearage.

ebtor	Case Number												
	Creditor		Co	llateral			Current		Installment		E	stimated	If Current,
							Y/I	N	Paym	ent		rrearage	Indicate
											Ar	mount on	by Debtor
												tition Date	or Trustee
								\$			\$		
c. \square CI	aims to be paid i	n full by Tru	stee.										
	Creditor		Co	llateral		1	Fc	timated	1	Mont	hlv	Monthly	Interest
	Creditor		CO	materar				Claim	'	Payme	-	Escrow	Rate
								Ciaiiii		1 ayılı	CIIC	Payment	
							\$			\$		\$	%
	equest for valuat								any a	mount	t in e	excess as uns	secured.
		iny ij the up							1		.		T
C	Creditor		Collateral		Value			ount of	/	۹moun	t	Monthly	Interest
					Prope	rty	_	laims		of	اــ	Payment	Rate
								nior to ditor's	3	Secure	a	to Creditor	
								laim		Claim		Creditor	
				\$			\$	Jaiiii	\$			\$	%
a. 🗆 No	one. If none is cl	necked, the	rest of Section 4	4.3 need	not be	compl	leted	and rep	roduc	ed.			
b. \square CI	aims secured by	personal pr	operty to be pa	id in full .	by the	Truste	<u>ee.</u>						
	Creditor		Collatera	I	Estir	nated	М	onthly	Int	erest	A	dequate	Number of
					CI	aim	Pa	yment	R	late	Pr	otection	Adequate
											Р	ayment	Protection
													Payments
					\$		\$			%	\$		
petition or (ii) thing	aims secured by on date and secu incurred within of value. The file n full.	ired by a pu one (1) year	rchase money s of the petition st include docu	ecurity ir date and mentatio	nterest I secur on to si	in a m ed by a now ex	otor v purc clusio	vehicle a hase mo n from	acquir oney s 11 U.S	ed for security S.C. § 5	pers y inte 506 ir	onal use of terest in any n order to be	the Debtor, other
	Creditor		Collatera	I		nated		onthly		erest		dequate	Number of
					Cl	aim	Pa	yment	R	late		otection	Adequate
											P	ayment	Protection
					\$		۲		+	0/	۲		Payments
					Ş		\$		_1	%	\$		
	equest for valuat vill be effective o								d any a	amoun	t in e	excess as un	secured.
Creditor	Estimated	Collateral	Value of	Amour	nt of	Amo	unt	Mont	hly	Intere	st	Adequate	Number
	Amount		Collateral	Clair		of		Payme		Rate		Protection	of
	of Total			Senio	r to	Secu		•				Payment	Adequate
	Claim			Credit	or's	Clai	im						Protectio
				Clair	m								Payment

Debtor	Case Number							
e.	\square Maintenance of payments and cure of default.							
	Installment payments on the c should reflect arrearage through disbursements of installment paccordingly. Amounts stated c confirmation, will control over	the Trustee, the Trustee y filed arrearage claims petition payments thro	e will commence will be adjusted ugh the month of					
	Creditor	Collateral	Installment Payment	Estimated Arrearage Amount on Petition Date	Pre-Confirmation Adequate Protection Payments			

The Debtor requests that the Court determine the value of the secured claims listed as set forth in Sections 4.1.d, 4.2.d, and 4.3.d as applicable. For each non-governmental secured claim listed above, the Debtor states that the value of the secured claim should be set out in the column headed *Amount of Secured Claim*. For secured claims of governmental units only, unless otherwise ordered by the Court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed above. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated above.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Section 6 of this plan. If the amount of a creditor's secured claim is listed above as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Section 6 of this plan. Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in Section 4.

The holder of any claim listed in Section 4 as having value in the column headed Amount of Secured Claim will retain the lien on the property interest of the Debtor or the estate until the earlier of:

1-1	and the second second second	a undarlying daht	all a second of the second	and the second second	Lancaca and a factor of a con-
107	DOVINCITE OF THE	c anachyms acot	actermine a arra	CI HOH DUH	KI GOLCY IGWI OT

(b)

4.4 Lien Avoidance.

Check One.

□ **None.** If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Section 1.2 of this plan is checked.

□ The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Section 6 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.

Information regarding judicial lien or security interest:	Calculation of lien avoidance:	Treatment of remaining secured claim:
Name of Creditor:	a. Amount of Lien: \$	Amount of secured
Collateral:	b. Amount of all other liens: \$	claim after avoidance (line a minus line f):
Conateral.	c. Value of Claimed Exemption(s): \$	ė
	d. Total of adding lines a, b, and c: \$	3

cor	Case Number	
Lien Identification (such as judgment date, date of lien recording, book and page number):	e. Value of debtor'(s) interest in property: \$ f. Subtract line e from line d: \$	Interest rate (applicable):
	Extent of impairment (check applicable box):	
	□ Line f is equal to or greater than line a. The entire lien is avoided. (Do not complete next column.)	Monthly payr on secured cla \$
	□ Line f is less than line a. A portion of the lien in avoided. (Complete next column.)	Estimated tot payments on secured claim
tion 5: rge of the underlying debt u	nder 11 U.S.C. § 1328, at which time the lien will terminate and be	released by the (
tion 5: Collateral to be Surrendere	d.	released by the
tion 5: Collateral to be Surrendere		released by the
Collateral to be Surrendere	d.	
Collateral to be Surrendered a. None. If none is checked, the red b. The Debtor proposes to surrend Upon timely filing of a claim evider secured claim, and the stay under be terminated in all respects effect allowed a period of 120 days for period o	est of Section 5 need not be completed or reproduced. der to each creditor listed below the collateral that secures the crediting a non-avoidable lien, the Debtor will surrender the collateral 11 U.S.C. § 362(a) will be terminated as to the collateral only and the cive upon confirmation of this plan. Effective upon confirmation, the creating from disposition liquidation of the collateral will be treated the collateral will be treated to seeds resulting from liquidation of the collateral, after payment of	editor's claim. in satisfaction of he stay under § 1 he creditor will b a documented de ated as an unsecu
Collateral to be Surrendered. Description 5: Collateral to be Surrendered. Description 1: Description 5: Collateral to be Surrendered. Description 6: Description 5: Collateral to be Surrendered. Description 6: Description 5: Collateral to be Surrendered. Description 6: Des	est of Section 5 need not be completed or reproduced. der to each creditor listed below the collateral that secures the crediting a non-avoidable lien, the Debtor will surrender the collateral 11 U.S.C. § 362(a) will be terminated as to the collateral only and the cive upon confirmation of this plan. Effective upon confirmation, the creating from disposition liquidation of the collateral will be treated the collateral will be treated to seeds resulting from liquidation of the collateral, after payment of	editor's claim. in satisfaction of he stay under § 1 he creditor will b a documented de ated as an unsecu

Allowed nonpriority unsecured claims will be paid pro rata with payments to commence after priority unsecured claims are paid in full. There is no requirement for a distribution to nonpriority unsecured claims except as provided in Section 2.3 or 6.

a. \Box The minimum sum of \S will be paid pro rata to nonpriority unsecured claims due to the following:

☐ Disposable Income

Debtor				Case Nu			
	☐ Other						
b.	☐ Allowed non-priority unsecur not being applied to the plan		aid in full with intere	st at% pe	er annum du	e to all dispos	sable income
.2 Sepa	arately classified nonpriority uns	ecured claims.					
a.	☐ None. If none is checked, the	e rest of Section 6.2	2 need not be compl	eted or reproc	duced.		
b.	☐- Allowed nonpriority unsecur	ed homeowner as	sociation (HOA) clain	ns are separat	ely classified	as follows:	
	<u> </u>	HOA – The Debtor	will pay homeowne	r association o	dues directly.		
	after confirmation.	The post-petition	will disburse month dues through the mo ion arrearage will be	onth of confirm	mation will be	e paid in full a	at the rate o
c.	☐ Allowed nonpriority unsecure	ed claims, other th	an HOA claims, listed	l below are se	parately class	sified.	
	Creditor	•	arate Classification ne and Address of	Estimate	ed Claim	Monthly Payment	Interest Rate (If
		,					applicable
Sectio	n 7: Executory Contracts and	Co-Debto	r, if Applicable)	\$		\$	applicabl
Section a.	Executory Contracts and None. If none is checked, the	Co-Debto Unexpired Leases	r, if Applicable)		ced.	\$	applicabl
Section a. b.		Unexpired Leases	r, if Applicable)		ced.	\$	applicab
	□ None. If none is checked, the □ Executory contracts and lease Upon timely filing of a claim evid in full satisfaction of the claim, a stay under 11 U.S.C. § 1301 will be confirmation the creditor will be	Unexpired Leases e rest of Section 7 rest of Sec	eutory contract or un tay under 11 U.S.C. § I respects effective under 90 days to file a do	ed or reprodu expired lease, 3 362(a) will te pon confirmat cumented def	, the Debtor verminate as to tion of this pl ficiency claim	will surrender o the propert lan. Effective n. Any such cl	the prope y only and upon plan laim resulti
	□ None. If none is checked, the □ Executory contracts and lease Upon timely filing of a claim evid in full satisfaction of the claim, a stay under 11 U.S.C. § 1301 will be confirmation the creditor will be from rejection of an executory co	Unexpired Leases e rest of Section 7 rest of Sec	eutory contract or un tay under 11 U.S.C. § I respects effective under 90 days to file a do	expired lease, 3 362(a) will te pon confirmaticumented defed as an unsec	the Debtor verminate as to tion of this pl ficiency claim cured claim u	will surrender o the propert lan. Effective 1. Any such cl inder Section	the prope y only and upon plan laim resulti
	□ None. If none is checked, the □ Executory contracts and lease Upon timely filing of a claim evid in full satisfaction of the claim, a stay under 11 U.S.C. § 1301 will be confirmation the creditor will be	Unexpired Leases e rest of Section 7 rest of Sec	eutory contract or un tay under 11 U.S.C. § I respects effective under 90 days to file a do	expired lease, 3 362(a) will te pon confirmaticumented defed as an unsec	, the Debtor verminate as to tion of this pl ficiency claim	will surrender o the propert lan. Effective 1. Any such cl inder Section	the prope y only and upon plan laim resulti
	□ None. If none is checked, the □ Executory contracts and lease Upon timely filing of a claim evid in full satisfaction of the claim, a stay under 11 U.S.C. § 1301 will be confirmation the creditor will be from rejection of an executory co	Unexpired Leases e rest of Section 7 in the section of Section 7 in the section of Section 7 in the section of	eutory contract or un tay under 11 U.S.C. § I respects effective under 90 days to file a do	expired lease, 3 362(a) will te pon confirmaticumented defed as an unsec	the Debtor verminate as to tion of this pl ficiency claim cured claim u	will surrender o the propert lan. Effective 1. Any such cl inder Section	the prope y only and upon plan laim resulti
b.	□ None. If none is checked, the □ Executory contracts and lease Upon timely filing of a claim evid in full satisfaction of the claim, a stay under 11 U.S.C. § 1301 will be confirmation the creditor will be from rejection of an executory co	Unexpired Leases e rest of Section 7 in the section of Section 7 in the section of Section 7 in the section of	need not be complet sutory contract or un tay under 11 U.S.C. § I respects effective u of 90 days to file a do ed lease will be treate Monthly Payment	expired lease, 3 362(a) will te pon confirmaticumented defed as an unsec	the Debtor verminate as to tion of this pl ficiency claim cured claim u	will surrender o the propert lan. Effective n. Any such cl under Section Contract Arrearage Paid by Debtor or	the proper y only and to upon plan laim resultin 6. Monthly Paymen on
b.	□ None. If none is checked, the □ Executory contracts and lease Upon timely filing of a claim evid in full satisfaction of the claim, a stay under 11 U.S.C. § 1301 will be confirmation the creditor will be from rejection of an executory co	Unexpired Leases e rest of Section 7 in es to be rejected. encing a valid executed the automatic some terminated in all allowed a period contract or unexpired es to be assumed. es to be assumed.	need not be complet sutory contract or un tay under 11 U.S.C. § I respects effective u of 90 days to file a do ed lease will be treate Monthly Payment	expired lease, 3 362(a) will te pon confirmat cumented defed as an unsection Nature Payment by Debtor or Trustee	the Debtor verminate as to tion of this pl ficiency claim cured claim u of Lease or C	will surrender o the propert lan. Effective n. Any such cl under Section Contract Arrearage Paid by	the proper y only and reupon plan laim resulting.

erty of the Bankruptcy Estate: ate will vest in the Debtor(s) upon: on it ill collect and disburse payments in accordance with the plan. must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain reperly perfected lien on property of the estate. If a claim is listed as secured and the A creditor files that does unsecured claim, the allowed secured claim will be cured.
in the Debtor(s) upon: in the
ill collect and disburse payments in accordance with the plan. must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain roperly perfected lien on property of the estate. If a claim is listed as secured and the creditor files that does unsecured claim, the allowed secured claim will be
. Ill collect and disburse payments in accordance with the plan. must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain roperly perfected lien on property of the estate. If a claim is listed as secured and the creditor files that does unsecured claim, the allowed secured claim will be
: Ill collect and disburse payments in accordance with the plan. must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain roperly perfected lien on property of the estate. If a claim is listed as secured and the A creditor files that does unsecured claim, the allowed secured claim will be
: Ill collect and disburse payments in accordance with the plan. must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain roperly perfected lien on property of the estate. If a claim is listed as secured and the A creditor files that does unsecured claim, the allowed secured claim will be
nll collect and disburse payments in accordance with the plan. must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain roperly perfected lien on property of the estate. If a claim is listed as secured and the A creditor files that does unsecured claim, the allowed secured claim will be
must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain roperly perfected lien on property of the estate. If a claim is listed as secured and the A creditor files that does unsecured claim, the allowed secured claim will be
roperly perfected lien on property of the estate. If a claim is listed as secured and the A creditor files that does unsecured claim, the allowed secured claim will be

lding an allowed secured claim and to whom the Debtor is surrendering property under the order confirming relief from the automatic stay as to the property and relief from any co-debtor stay so the creditor may obtai liquidate the property. Any net proceeds, after payment of liens and costs of liquidation, are to be forwards
yments being made by the Trustee on any claim secured by real or personal property shall terminate upon th utomatic stay with respect to the affected property.
g the allowance of a claim as secured, all rights under Title 11 to avoid liens or transfers are reserved and the plan is without res judicata effect as to any action to avoid a lien or transfer.
g 11 U.S.C. § 1327(b), all property of the estate as specified by 11 U.S.C. §§ 541 and 1306 shall continue to
the estate following confirmation until the earlier of discharge, dismissal, or conversion of the case.
rmation of the plan shall not prejudice the right of the Debtor or Trustee to object to any claim.
st promptly report to the Trustee and must amend the petition schedules to reflect any significant increases i ——income and any substantial acquisitions of property such as inheritance, gift of real or personal property,
ngs
ase of Property: The use, sale, or lease of property by the Debtor(s) remains subject to the requirements of 1 other provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and Standing Orders.

- a. The Holder, upon confirmation, is precluded from imposing late charges or other default related fees based solely on preconfirmation default.
- b. If the Trustee is disbursing ongoing monthly installment payments, the Holder must apply each ongoing payment to the month in which the payment is designated.
- c. For any loan with an escrow account, the Holder must prepare and must send an escrow analysis annually to the Debtor, the Trustee and the Debtor's attorney. The first escrow analysis must be filed with the proof of claim in accordance with Bankruptcy Rule 3002.1. The escrow analysis should not include any amounts that were included or should have been included in the arrearage claim.
- d. The Holder shall continue to send the Debtor the Debtor its non-bankruptcy customers and allow the Debtor online access to the Debtor's account(s) in the same manner as existed prepetition and neither sending such statements nor providing information through online access will-not be deemed a violation of the automatic stay.

Debtor	Case Number
e.	The Holder is required, upon request, to provide account information to the Trustee within 21 days of the request and failure to provide a timely response may result in an order requiring the Holder to appear and show cause as to why Holder should not be sanctioned for failure to comply.
f.	Nothing herein shall modify Holder's responsibilities under Bankruptcy Rule 3002.1 or other state or federal laws or regulations.
g.	Unless the Court orders otherwise, an order granting a discharge in the case shall be a determination that all pre-petition and post-petition defaults have been cured and the account is current and reinstated on the original payment schedule under the note and security agreement as if no default had ever occurred.
h.	PENALTY FOR FAILURE OF HOLDER TO COMPLY WITH THE REQUIREMENTS OUTLINED IN BANKRUPTCY RULE 3002.1. Without limitation to the Court's authority to afford other relief, any willful failure of the Holder to credit payments in the manner required by Bankruptcy Rule 3002.1 or any act by the creditor following the entry of discharge to charge or collect any amount incurred or assessed prior to the filing of the Chapter 13 Petition or during the pendency of the Chapter 13 case that was not authorized by the order confirming plan or approved by the Court after proper notice, may be found by the Court to constitute contempt of Court and to be a violation of 11 U.S.C. § 524(i) and the injunction under 11 U.S.C. § 524(a)(2).
Sectio Sectio	n 9: Nonstandard Plan Provisions.
a.	☐ None. If none is checked, the rest of Section 9 need not be completed or reproduced.
b.	☐ The following plan provisions will be effective only if there is a check in the box "Included" in Section 1.3. Any nonstandard provision as defined by Bankruptcy Rule 3015(c) set out elsewhere in this plan is void.
and orde	this document, the Debtor(s), if not represented by an Attorney, or the Attorney for Debtor(s) certify(ies) that the wording r of the provisions in this Chapter 13 Plan are identical to those contained in NCMB Chapter 13 Plan, other than any lard provisions included in Section 9.
Signature	(s):
-	otor(s) do not have an Attorney, the Debtor(s) must sign below; otherwise the Debtor(s) signatures are optional. The Attorney ebtor(s), if any, must sign below.

Debtor	Case Number
Signature of Debtor 1	Signature of Debtor 2
Executed on	Executed on
mm/dd/yyyy	mm/dd/yyyy
	Date:
Address:	
	
	
Telephone:	
State Bar No:	

re:)
		,
) CHAPTER 13 PLAN
)
		<u>)</u>
SS# xxx-xx-		CHAPTER 13 PLAN
SS# xxx-xx-		1
)
	Debtor(s))
	CERTIFI	CATE OF SERVICE
he undersigned certifies that a	copy of the plan was served by	first class mail, postage prepaid, to the following parties at their
espective addresses:		
•		
Under penalty of perju	ıry, I declare that the foregoing i	s true and correct. Signature

Debtor		Case Number	-
	Print Name:		
	Business Address:		