

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF NORTH CAROLINA**

In re: \_\_\_\_\_ ) Case No. \_\_\_\_\_  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 (address) \_\_\_\_\_ ) Chapter 13  
 \_\_\_\_\_ )  
 (city, state, zip) \_\_\_\_\_ )  
 SS# xxx-xx- \_\_\_\_\_ )  
 SS# xxx-xx- \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Debtor(s) \_\_\_\_\_ )

**NOTICE TO CREDITORS AND PROPOSED CHAPTER 13 PLAN**

**1. Notices.**

The Debtor(s) filed for relief under Chapter 13 of the United States Bankruptcy Code on \_\_\_\_\_.

In most instances, the filing automatically stays collection and other actions against the Debtor, Debtor’s property and certain co-debtors. If you attempt to collect a debt or take other action in violation of the bankruptcy stay you may be penalized.

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 claims.

**Creditors should read this plan carefully as your rights may be affected by this plan. Your claim may be reduced, modified or eliminated.** Following the conclusion of the meeting of creditors, a final plan will be served on all parties in interest and creditors, along with information about the deadline for filing objections to the plan and the time, date and place of the hearing on any timely filed objections.

This plan includes or does not include the following:

A.	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.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest will be done by separate motion or adversary proceeding.		<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions set out in Section 9.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included

**2. Plan Payments.**

The Debtor will make payments to the Trustee as follows:

\$ \_\_\_\_\_ per month for \_\_\_\_\_ months,  
\$ \_\_\_\_\_ per month for \_\_\_\_\_ months,  
Additional payments \_\_\_\_\_

The Debtor shall commence payments to the Trustee within thirty (30) days from the date the petition was filed. If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to pay creditors as specified in this plan.

**3. Fees and Priority Claims.**

**3.1. Attorney fees.**

- The Attorney for the Debtor will be paid the presumptive base fee of \$ \_\_\_\_\_ or a reduced 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.
- The Attorney for the Debtor will file an application for approval of a fee in lieu of the base fee.

**3.2. Trustee costs.** The Trustee will receive from all disbursements such amount as approved by the Court for payment of fees and expenses.

**3.3. Priority Claims.**

All pre-petition claims entitled to priority under 11 U.S.C. §507 will be paid in full, without interest, in deferred cash payments unless otherwise indicated.

**3.3.1. Domestic Support Obligations (“DSO”).**

- a.  None
- b. The name and address of the holder of any DSO as defined in §101(14A) is as follows:

Name of DSO Claimant	Address, City & State

- c. All post-petition DSO amounts will be paid directly by the Debtor to the holder of the claim and not by the Trustee.
- d. Arrearages owed to DSO claimants under 11 U.S.C. §507(a)(1)(A) not presently paid through wage garnishment will be paid by the Trustee as follows:

Name of DSO Claimant	Estimated Arrearage Claim	Monthly Payment
		\$
		\$
		\$

**3.3.2. Other Priority Claims to be Paid by Trustee.**

Creditor	Estimated Priority Claim
	\$
	\$

**4. Secured Claims.**

**4.1. Real Property – Claims Secured Solely by Debtor’s Principal Residence.**

- a.  None
- b.  Maintenance of Payments and Cure of Default.

Creditor	Address of Residence	Current Y/N	Monthly Payment	Estimated Arrearage Amount on Petition Date	If Current Indicate Payment by Debtor (D) or Trustee (T)
			\$	\$	
			\$	\$	

- c.  Claims Secured by Debtor’s Principal Residence to be Paid in Full in Plan.

Creditor	Address of Residence	Estimated Claim	Monthly Payment (P&I)	Monthly Escrow Payment	Interest Rate
		\$	\$	\$	%
		\$	\$	\$	%

- d.  Request for Valuation to Treat Claims Secured by Debtor’s Principal Residence as Totally Unsecured. *This will be effective only if the applicable box in Section 1.A. of this plan is checked.*

Creditor	Address of Residence	Value of Residence	Estimated Amount of Claims Senior to Creditor’s Claim	Estimated Amount of Claim	Amount of Secured Claim
		\$	\$	\$	\$ -0-
		\$	\$	\$	\$ -0-

**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.  None
- b.  Maintenance of Payments and Cure of Default.

Creditor	Collateral	Current Y/N	Monthly Payment	Estimated Arrearage Amount on Petition Date	If Current Indicate Payment by Debtor (D) or Trustee (T)
			\$	\$	
			\$	\$	
			\$	\$	

- c.  Claims Secured by Real Property Other than Debtor’s Principal Residence to be Paid in Full in Plan.

Creditor	Collateral	Estimated Claim	Monthly Payment (P&I)	Monthly Escrow Payment	Interest Rate
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%

- d.  Request for Valuation to Treat Claims Secured by Real Property Equal 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.A. of this plan is checked.*

Creditor	Collateral	Value of Property	Estimated Amount of Claims Senior to Creditor’s Claim	Amount of Secured Claim	Interest Rate	Monthly Payment to Creditor
		\$	\$	\$	%	\$
		\$	\$	\$	%	\$
		\$	\$	\$	%	\$

**4.3 Personal Property Secured Claims.**

- a.  None
- b.  Maintenance of Payments and Cure of Default on Long Term Claims Secured by Personal Property.

Creditor	Collateral	Current Y/N	Monthly Payment	Estimated Arrearage Amount on Petition Date
			\$	\$
			\$	\$
			\$	\$

- c.  Claims Secured by Personal Property to be Paid in Full in Plan.

Creditor	Collateral	Estimated Claim	Monthly Payment	Interest Rate	Adequate Protection Payment per §1326(a)(1)
		\$	\$	%	\$
		\$	\$	%	\$
		\$	\$	%	\$

- d.  Claims Secured by Personal Property excluded from 11 U.S.C. §506 being either (i) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the Debtor, or (ii) incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. If the creditor attaches documentation to show that exclusion from 11U.S.C. §506 is appropriate, the claims will be paid in full by the Trustee as follows:

Creditor	Collateral	Estimated Amount of Secured Claim	Monthly Payment	Interest Rate	Adequate Protection Payment per §1326(a)(1)
		\$	\$	%	\$
		\$	\$	%	\$
		\$	\$	%	\$

- e.  Request for Valuation to Treat Claims as Secured to the Value of the Collateral and Any Amount in Excess as Unsecured. *This will be effective only if the applicable box in Section 1.A. of this plan is checked.*

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

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.e 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 heads *Amount of Secured Claim*. For secured claims of governmental units 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 6.1 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 6.1 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:

- (a) payment of the underlying debt determined under non-bankruptcy 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.

**5. Collateral to be Surrendered.**

- a.  None
- b.  The Debtor Proposes to Surrender to Each Creditor Listed Below the Collateral that Secures the Creditor's Claim.

The Debtor requests that upon timely filing of a claim evidencing a non-preferential perfected lien, the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects effective upon confirmation of this plan, and the creditor be allowed 120 days for personal property and 180 days for real property to file a documented deficiency claim after liquidating the collateral. Any allowed unsecured claim resulting from disposition of the collateral will be treated as an unsecured claim under Section 6.1.

Creditor	Collateral to be Surrendered

**6. Nonpriority Unsecured Claims.**

**6.1 Nonpriority Unsecured Claims Not Separately Classified.**

Allowed nonpriority unsecured claims will be paid pro-rata with payments to commence after priority unsecured claims are paid in full. The estimated dividend to nonpriority unsecured claims is full.  
 \_\_\_\_\_%.

**6.2 Separately Classified Nonpriority Unsecured Claims.**

- a.  None
- b.  The Nonpriority Unsecured Allowed Claims Listed Below are Separately Classified and Will be Treated as Follows:

Creditor	Basis for Separate Classification and Treatment (include name and address of Co-Debtor, if applicable)	Estimated Amount of Claim	Monthly Payment (if applicable)	Interest Rate
		\$	\$	%
		\$	\$	%

- c.  Long Term Unsecured Claims will be Treated as Follows:

Creditor	Nature of Claim	Monthly Payment
		\$
		\$
		\$

**7. Executory Contracts/Leases.**

- a.  None
- b.  The Following Executory Contracts and/or Leases Will be Rejected:

Creditor	Nature of Lease or Contract

- c.  The Following Executory Contracts and/or Leases Will be Assumed and Will be Paid as Follows:

Creditor	Nature of Lease or Contract	Monthly Payment	Monthly Payment Paid by Debtor (D) or Trustee (T)	Arrearage Amount	Arrearage Paid by Debtor (D) or Trustee (T)	Arrearage Monthly Payment
		\$		\$		\$
		\$		\$		\$
		\$		\$		\$

**8. Local Standard Provisions.**

- a. All payments on any claim secured by real property will be disbursed by the Trustee unless the account is current, in which case the Debtor may elect to continue making mortgage payments directly. All payments on any claim secured by personal property

will be disbursed by the Trustee, unless otherwise ordered by the Court.

- b. Proofs of claims must be filed to receive disbursements pursuant to the plan.
- c. Any creditor holding an allowed secured claim and to whom the Debtor is surrendering property under the order confirming plan is granted relief from the automatic stay and any Co-Debtor stay so the creditor may obtain possession and liquidate the property. Any net proceeds, after payment of liens and costs of liquidation, are to be forwarded to the Trustee.
- d. 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.
- e. All insurance and extended service contract coverage on unsecured general claims are canceled and the claim must reflect cancellation and rebate to the account unless provided otherwise herein or in the order confirming plan.
- f. Confirmation of the plan does not bar later objection to any claim, nor does it bar any adversary proceeding or counterclaim related to such claim.
- g. Notwithstanding the allowance of a claim as secured, all rights under Title 11 to avoid liens are reserved and confirmation of the plan is without res judicata effect as to any action to avoid a lien.

**THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE TO THE HOLDER OR SERVICER (“HOLDER”) OF A CLAIM SECURED BY A DEED OF TRUST, OR SECURED BY A MORTGAGE OR SECURITY INTEREST IN REAL PROPERTY OR A MOBILE HOME THAT IS/ARE THE DEBTOR’S PRINCIPAL RESIDENCE:**

- a. The Holder, upon confirmation, is precluded from imposing late charges or other default related fees based solely on pre-confirmation 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 Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. 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 monthly statements to the Debtor in the same manner as existed pre-petition and such statements will not 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 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 with this order.

- f. Nothing herein shall modify Holder's responsibilities under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure.
- g. Unless the Court orders otherwise, an order granting a discharge in the case shall be a determination that all prepetition and post-petition defaults have been cured and the account is current and reinstated on the original payment schedule under the note and security statement as if no default had ever occurred.

**PENALTY FOR FAILURE OF HOLDER TO COMPLY WITH THE REQUIREMENTS OUTLINED UNDER FRBP 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 Rule 3002.1 of the Federal Rules of Bankruptcy Procedure 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).

**9. Nonstandard Plan Provisions.**

- a.  None
- b. The following plan provisions will be effective only if there is a check in the box "included" in Section 1.C.

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**10. Signature(s):**

*If the Debtor(s) do not have an attorney, the Debtor(s) must sign below; otherwise the Debtor(s) signatures are optional. The attorney for the Debtor(s), if any, must sign below.*

X \_\_\_\_\_  
Signature of Debtor 1

X \_\_\_\_\_  
Signature of Debtor 2

Executed on \_\_\_\_\_  
mm / dd / yyyy

Executed on \_\_\_\_\_  
mm / dd / yyyy

By filing this document, the Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) also certify(ies); (1) all nonstandard provisions are set forth in Section 9; (2) there are no nonstandard provisions other than those set out in Section 9; and (3) any nonstandard provision placed elsewhere in the plan is void.

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Debtor  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
State Bar No: \_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT MIDDLE  
DISTRICT OF NORTH CAROLINA**

In re: \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
SS# xxx-xx-\_\_\_\_\_ )  
SS# xxx-xx-\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

Case No. \_\_\_\_\_

NOTICE TO CREDITORS  
AND  
PROPOSED PLAN Debtor(s)

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the Notice to Creditors and Proposed Plan was served by first class mail, postage prepaid, to the following parties at their respective addresses:

Date: \_\_\_\_\_