

Mont. LBF 14. Chapter 12 Plan.

Name of Attorney
 Address
 Phone Number
 (Attorney for Debtor)
 State Bar I.D. Number _____

UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF MONTANA

In re _____) Case No.
 _____)
 _____)
 _____)
 Debtor(s). _____)

 CHAPTER 12 PLAN

1. The future earnings and projected disposable income of the debtor(s) are submitted to the supervision and control of the Court, and the debtor(s) shall pay to the trustee (state amount and frequency of payments, and payment dates) the sum of \$ _____, according to the attached exhibit of income and expenses.

2. From the payments so received, the trustee shall make disbursements as follows:

- (a) Allowed claims of administration required by 11 U.S.C. § 507(a)(1).
- (b) Payments to secured creditors whose claims are duly proven and allowed as follows:

<u>Name of Creditor</u>	<u>Value of Security</u>	<u>Payment (Amount and Frequency)</u>	<u>Interest</u>
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(The allowed claims of each of the creditors listed above shall be allowed as a secured claim in the amount of the value of the security and will be paid in installments as shown until the allowed secured claim together with interest upon the unpaid balance at the rate stated above has been paid. Secured creditors shall retain their liens and priority until their allowed secured claims have been paid. In order for any unsecured deficiency to be allowed and paid under paragraph 2.(d) below, a timely proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.)

- (c) Debts entitled to priority under and in the order prescribed by 11 U.S.C. §

507.

(d) From the disposable income after the above payments, dividends to unsecured creditors whose claims are fully proven and allowed as follows: (If less than 100% of unsecured claims are to be paid, state that unsecured creditors will receive the greater of all of the debtor's disposable income during the term of the plan pursuant to 11 U.S.C. § 1225(b)(1)(B), or the liquidation value of the debtor's non-exempt assets pursuant to 11 U.S.C. § 1225(a)(4).)

3. The following executory contracts and leases of the debtor(s) are rejected, the debtor(s) shall surrender any collateral, and any allowed unsecured claim for damages resulting from such rejection shall be paid under paragraph 2.(d) above:

4. The secured property described below will be surrendered to the following named creditors, and any allowed unsecured claim resulting from such surrender shall be paid under paragraph 2.(d) above:

5. The following creditors' claims are fully secured, shall be paid directly by the debtor(s) pursuant to the original contract terms, and shall receive no payments under paragraph 2. of this Plan:

6. The property described below is to be sold (state the offering price, and whether it will be offered through a broker; and if so, who; and state the date by which it will be sold and what will occur if it is not timely sold), all offers received by the debtor(s) shall be promptly communicated to the trustee and any lienholders, and no sale of such property shall be completed without notice to the trustee and any lienholders and an opportunity provided for a hearing on such sale:

7. Interest on all unsecured claims shall have ceased on the date this case was filed. All allowed unsecured claims of \$25.00 or less may be paid in advance of other allowed unsecured claims.

8. Except as provided in this plan or in the order confirming this plan, upon confirmation of this plan all of the property of the estate shall vest in the debtor(s) free and clear of any claim or interest of any creditor provided for by this plan, pursuant to 11 U.S.C. § 1227.

9. In accordance with 11 U.S.C. § 1229, the Court may, from time to time, during the term of this plan, increase or reduce the amount of any of the installment payments provided for by this plan, or extend or shorten the time for any such payments, where it appears, after motion and hearing upon such notice as the Court may deem appropriate, that the debtor's change in circumstances so warrants or requires.

DATED this ____ day of _____, 200_.

Debtor

Debtor