

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re )  
 ) Case No. \_\_\_\_\_  
 )  
 Debtor(s) ) **CHAPTER 12 PLAN DATED** \_\_\_\_\_  
 ) **AND VALUATION MOTION**

1. The debtor shall pay to the trustee (a) a periodic payment of \$ \_\_\_\_\_ every \_\_\_\_\_ (insert either month, quarter, six months or year); (b) all proceeds from avoided transfers; (c) all tax refunds attributable to prepetition tax years and net tax refunds attributable to postpetition tax years (i.e., tax refunds not included on Schedule I, less tax paid by debtor pursuant to a deficiency shown on any tax return for that same postpetition tax year) received by the debtor for the life of the plan/36 months from the date the first plan payment is due (*Strike inapplicable provision; if neither is stricken, "for the life of the plan" applies*); (d) a lump sum payment of \$ \_\_\_\_\_ on \_\_\_\_\_ (date); and (e) \_\_\_\_\_.

2. From the payments so received, the trustee shall make disbursements as follows:
- (a) First, to the trustee's commission and expenses.
  - (b) Second, with respect to secured creditors, the terms of the debtor's prepetition agreement with each secured creditor shall continue to apply, except as otherwise provided for in this plan or the confirmation order. If a creditor is not fully secured, the unsecured portion of the creditor's claim shall be treated under the provisions of ¶ 2(d) if the claim identifies the priority portion of the claim, and, if not, under the provisions of ¶ 2 (e). The following also apply:
    - (1) To creditors whose claims have been timely filed and allowed as secured, make payments as follows (estimated prepetition arrearages on property must be shown below, separately, and identified as such if debtor is curing defaults under 11 USC §1222(b)(5)):

Creditor	Collateral	Its Value	Term of Payments	Postconfirmation Interest Rate	Periodic Payment
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Any allowed secured claims will be paid in installments as shown above and secured creditors shall retain their liens. If payments to a creditor are to begin after debtor's attorney has been paid, the payments to said attorney shall not exceed \$ \_\_\_\_\_ before the creditor is paid.

No interest shall be paid from the date of the filing of the petition to the date of confirmation unless ¶ 11 identifies the creditor(s) to whom such interest shall be paid. The interest rate for each creditor so identified shall be the amount stated in ¶ 11 (if no rate is specified the rate shall be the greater of 9% or the stated postconfirmation rate for said creditor). If no postconfirmation interest rate is stated for a creditor, the interest rate applicable to that creditor's secured claim shall be 9%.

***If the collateral is not to be sold, the value of the collateral shall be fixed in the amount stated above for purposes of administration of this plan as well as for purposes of the amount of any secured claim, if undersecured, unless objected to at or before the first date set for the confirmation hearing on this plan or, if applicable, prior to expiration of time to object to this proposed modified plan, in which case the value will be determined by the court. If the collateral is to be sold the value shall be the sales price. The debtor MOVES the court for an order so fixing the value of the collateral.***

- (2) The debtor shall surrender any collateral which is not otherwise addressed by the terms of this plan no later than upon confirmation of this plan to the following creditors (state creditor NAME and DESCRIBE collateral to be surrendered):

- (c) Third, pro rata, until fully paid, the balance of any payment to allowed administrative expenses referred to in §507(a)(1).
- (d) Fourth, pro rata, until fully paid, to timely filed and allowed priority claims in the order stated in §507(a)(3)-(8).
- (e) Fifth, pro rata, to timely filed and allowed nonpriority unsecured claims, the amounts required by §1225(b)(1). These monies will be distributed in the method indicated in the applicable section marked below. The terms of ¶ 8 shall also apply.
  - \_\_\_\_(1) The creditors will receive approximately \_\_\_\_\_% of their claims. This percentage will vary depending on the amount of total creditors' claims filed.
  - \_\_\_\_(2) The creditors will receive a minimum \_\_\_\_\_ % of their claims. This percent will not be reduced despite the amount of total creditors' claims filed.

\_\_\_\_(3) Pursuant to §1225(a)(4), the unsecured creditors as a group will receive 100%/a minimum of \$\_\_\_\_\_ (*strike inapplicable provision; if neither is stricken, "100%" controls*) plus \_\_\_\_\_% shall be paid on all timely filed and allowed priority and nonpriority unsecured claims from the date of plan confirmation to compensate for deferred payment.

3. The debtor moves for assumption of the following executory contracts and leases:

Creditor	Amount of Default [State if None]	Cure Provisions
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Those executory contracts or leases not specifically mentioned above are treated as rejected. Any timely filed and allowed claim arising from rejection shall be treated under ¶ 2(e). The debtor will pay all assumed executory contracts and leases directly, including amounts required to cure. The debtor shall surrender any property covered by rejected executory contracts or leases to the affected creditor no later than upon confirmation of this plan.

4. The following creditors' claims are fully secured, shall be paid directly by the debtor pursuant to the original contract terms, and receive no payments under ¶ 2:

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

6. Untimely claims shall be treated as allowed claims unless disallowed by court order, but shall be subordinated to timely filed claims except secured claims provided for in ¶ 2(b), and paid pro rata only after full payment of timely filed claims and only to the extent necessary for the plan to comply with §1225(a)(4) and §1225(b)(1)(B).

7. Except as provided in this plan or in the order confirming the 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 USC §1227.

8. [To be completed if plan will not be completed until more than 36 months after the first plan payment due under the originally filed plan.] The scheduled month and year the plan will be completed is \_\_\_\_\_ and the cause for a plan longer than 36 months is: \_\_\_\_\_ Except as otherwise explicitly provided by ¶ 11, the debtor shall make plan payments for the longer of either: (a) 36 months from the date the first payment is due under the original plan, unless the debtor pays 100% of all claims with interest if required, or (b) the time necessary to complete required payments to creditors.

9. This plan may be altered postconfirmation in a non-material manner by court order after notice to the debtor, the trustee and any creditor whose claim is the subject of the modification.

10. Except as otherwise provided herein, (a) postpetition interest on all unsecured claims is disallowed, and (b) unsecured claims allowed in the amount of \$25 or less, to the extent claims of that class are entitled to a distribution under this plan, shall be paid in the full amount allowed prior to any payments to other unsecured claims of the same class.

11.

DATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
DEBTOR(S)