

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

BANKRUPTCY CASE NO.

DEBTOR (S)

CHAPTER 13 PLAN

The undersigned Chapter 13 Debtors (whether one or more), hereby propose the following plan pursuant to 11 U.S.C. Sec. 1321:

1. Payments. The Debtors hereby submit all or such portion of their future earnings or other future income to the supervision and control of the Chapter 13 Trustee as is necessary for the execution of the plan. The submission of income shall be accomplished by making monthly payments to the Trustee in amounts equal to all of the projected disposable income of the debtor, as defined in 11 U.S.C. Sec. 1325(b). Schedules J, of the Debtor's Schedules and I contain the Debtor's good faith estimate of the current amount of available projected disposable income for purposes of this requirement. Significant changes in the Debtor's financial condition during the first three years of the plan may provide cause for the Trustee or an unsecured creditor to seek a modification of the plan pursuant to 11 U.S.C. Sec. 1329. The amount, frequency, and duration of the payments, is as follows:

(Example: 60 monthly payments of \$500.00 each)

The initial monthly payment shall be due either 45 days after the case was filed or converted to Chapter 13 from another chapter of Title 11, or 30 days after the date the Chapter 13 Plan is filed, whichever occurs first.

2. Priority Claims. From the payments made by the Debtor to the Trustee, the Trustee shall pay in full, all claims entitled to priority under 11 U.S.C. Sec. 507, including, but not limited to the fee prescribed by the United States Trustee pursuant to 28 U.S.C. Sec. 586. Unless otherwise specified in paragraph "C" of Exhibit A, funds shall be distributed pro rata to priority creditors after distributions made to secured creditors as specified in paragraph "A" and "B" of Exhibit A.

3. Secured Claims. Each secured claimant is hereby designated to be in a class by itself. This separate classification is based upon the uniqueness of the collateral securing each claim and the contractual or statutory remedies available to each secured creditor under non-bankruptcy law. Subject to disposition of a timely filed motion to avoid a lien under 11 U.S.C. Sec. 522, or a complaint to determine the validity of a lien filed under Bankruptcy Rule 701, each secured creditor shall retain the lien securing its claim. The lien shall be enforceable to secure payment of the claim the lien secures, as that claim may be modified by the plan. The holder of a claim secured by a valid lien may enforce its lien only pursuant to 11 U.S.C. Sec. 362.

All Secured claims will be dealt with in accordance with the provisions of 11 U.S.C. Sec. 1325(a), or 1322(b)(5). Paragraphs A & B of Exhibit A attached hereto, sets forth the specific terms of the plan's proposed treatment of each claim. Exhibit A has been prepared and filed prior to the expiration of the last day for filing claims, and in the space where the amount of a creditor's claim is indicated, the amount may only be an estimate. It will not be necessary for a creditor to object to confirmation of a plan if the amount set forth in Exhibit A differs from the amount the creditor believes is owed. 11 U.S.C. Sec. 502 governs the amount of a creditor's claim, subject to limitation of the claim's secured status by the plan, or other order of the Court *Creditors are advised however, that where the plan proposes to modify a secured claim pursuant to 11 U.S.C. Sec. 1325(a)(5), Exhibit A contains the debtor's proposed valuation of the collateral securing the claim, the interest rate, and the duration of the proposed payments. Confirmation of the plan will constitute a finding on these three issues, and the secured status of the creditor's claim will be*

determined at the hearing on confirmation of the plan pursuant to 11 U.S.C. Sec. 506(a), 1322(b)(2), and Bankruptcy Rule 3012. If you disagree with the proposed value of the collateral, the interest rate, or the length of the "payout", you must object to confirmation of the plan, and be prepared to litigate these issues at the confirmation hearing.

4. Unsecured Claims. Unsecured creditors not entitled to priority shall comprise a single class of creditors, and those whose claims are allowed, shall be paid a pro rata share of the monthly payment made by the debtors after payment of all secured, priority, and specially classified unsecured claims. If an unsecured creditor is to be specially classified, and treated in a manner other than previously specified in this paragraph, then the treatment of the claim shall be detailed in paragraph "D", of Exhibit A. Paragraph "E" of Exhibit A contains a calculation of the estimated dividend to unsecured creditors. The percentage amount shown is an estimate only, based on the assumption that all creditors will file claims, that the total claims will be equal in amount to the amounts shown on the exhibit, and that the debtor timely pays all payments due under the plan. The actual amount of the dividend to unsecured creditors may be significantly different from the amount shown, but in no case will the amount be less than what the unsecured creditors could expect to receive in the event the debtor's estate were liquidated under Chapter 7, of Title 11, U.S. Code. The failure of a creditor to file a claim shall not relieve the debtor from the obligation to make the payments required under this plan, unless the failure results in there being funds contributed in excess of the amount necessary to pay all allowed claims in full.

5. Special conditions. Special provisions concerning matters not otherwise referenced herein are as follows:

(Use this space to address any issues not addressed in the printed paragraphs, such as, executory contracts, any proposed sales of assets or other lump sum payments to fund the plan.)

6. General. This plan shall be effective as of the date of commencement of the case, or the date the case was converted to Chapter 13 from another chapter of Title 11. The undersigned debtors agree to make the periodic payments to the Trustee in accordance with paragraph 1. In the event of a conflict between the amount of a claim as expressed in this plan or the debtors schedules, and the amount set forth on a timely filed proof of claim, the amount on the proof of claim shall be controlling, unless the Court orders otherwise pursuant to a claim objection. Where the status of a claim as a secured claim may be limited to the value of the creditor's interest in the estate's interest in the collateral securing the claim, then the value of that interest, and the extent of the secured status of the claim shall be conclusively established by the order confirming the Chapter 13 Plan. Creditors who disagree with the values expressed in the plan for collateral securing a claim must object to confirmation of this plan or the objection will be deemed to have been waived, and the value established as set forth in the plan.

The payment of claims shall be in the order of priority expressed herein, however, in the event the debtor does not make all payments to the Trustee in a timely manner, the Trustee may alter the amounts distributed to creditors in order to provide adequate protection to a secured creditor, or to equalize the impact of the debtor's default upon the creditors affected.

Dated:

Signature of Debtor

Name, Address, and Signature of Debtor's Attorney

EXHIBIT A TO CHAPTER 13 PLAN

A. TREATMENT OF SECURED CREDITORS PURSUANT TO 11 U.S.C. SEC. 1325(a)(5)

Name of Creditor Pmts.	Amount of Claim	Value of Collateral	Interest Rate	Monthly Payment	Duration of Pmts.	Projected Total	of
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Projected total paid to all secured creditors dealt with pursuant to 11 U.S.C. Sec. 1325(a)(5). _____

B. TREATMENT OF CLAIMS PURSUANT TO 11 U.S.C. SEC. 1322(b)(5).

The Debtor, not the Trustee, shall be responsible for making the regular periodic payment required according to the terms of the note or contract between the debtor and the claimant. From the funds paid the Trustee by the debtor, the Trustee shall pay an amount calculated to cure the default, in accordance with the following schedule. This paragraph should also be used to show the treatment of executory contracts.

Name of Creditor	Amount in Default	Interest Rate	Duration of Pmts.	Payment Amount	Projected Total Paid
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Projected total paid to creditors dealt with pursuant to 11 U.S.C. Sec. 1322(b)(5). _____

C. PRIORITY CREDITORS.

Name of Creditor	Amount in Claim	Payment Amount	Duration of Pmts.	Projected Total Paid
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Projected total paid to priority creditors: _____

D. SPECIALLY CLASSIFIED UNSECURED CREDITORS:

Name of Creditor	Amount in Claim	Payment Amount	Duration of Pmts.	Projected Total Paid
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Projected total paid to specially classified unsecured claimants:				_____

E. PROJECTED DIVIDEND TO GENERAL UNSECURED CREDITORS.

Total of all payments proposed by the Debtor to the Trustee	_____
Less: 10% of the above total to reflect the percentage fee established by 28 U.S.C. Sec. 586	_____
Less: Totals from paragraphs A through D above	_____
Total funds available for general unsecured creditors	_____
Total projected unsecured claims	_____
Projected dividend to unsecured creditors (total funds available for general unsecureds divided by total projected unsecured claims)	_____

F. SURRENDERING COLLATERAL. The Debtor abandons all interest in the collateral securing the claims described below, and agrees to treat any deficiency as an unsecured claim upon proper submission of the claim by the creditor.

G. UNAFFECTED CREDITORS. The following described claims will be unaffected, and paid by the debtor in accordance with the contract between the debtor and the claimant.