

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING



9:22 am, 9/16/14

Tim J. Ellis
Clerk of Court

General Order 14-03

ORDER AMENDING WYOMING LOCAL FORM B (CHAPTER 13 PLAN)

The United States Bankruptcy Court for the District of Wyoming finds it necessary to modify Wyoming Local Form B (Chapter 13 Plan) to address mortgage arrearages on real property that is a debtor's principal residence.

IT IS ORDERED that Local Form B (Chapter 13 Plan) is modified as attached;
and,

IT IS FURTHER ORDERED that Chapter 13 plans filed after October 1, 2014, shall conform to the amended form.

DATED this 15 day of September, 2014.

A blue ink signature of Peter J. McNiff, which is heavily scribbled and difficult to read. It is written over a horizontal line.

Chief Judge Peter J. McNiff
United States Bankruptcy Court

A blue ink signature of Nancy D. Freudenthal, written in a cursive style. It is written over a horizontal line.

Chief Judge Nancy D. Freudenthal
United States District Court, District of
Wyoming

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING

In re)
)
) Case No. _____
) Chapter 13
Debtor.)

CHAPTER 13 PLAN AND MOTIONS ___ Original ___ Amended Date _____

TAKE NOTICE: This plan contains evidentiary averments which, if not controverted, may be accepted by the Court as true. Any objection to those assertions, to the plan or to claim treatment must be filed in accordance with the Notice of Confirmation served separately. Absent any objection, the Court may accept the values and allegations contained in the plan, grant the motions, and confirm this plan without further notice or hearing.

The debtor proposes this plan and declares:

Payments and Length of Plan. The debtor shall pay to the Chapter 13 Trustee:

- A. \$ _____ per month for _____ months, extended as necessary, for a total amount of not less than \$ _____; provided however, that the final payment may be adjusted to ensure that the plan pays as proposed.
- B. Collected and liquidated property proceeds of:
- C. All tax refunds to which the debtor is entitled during the period of the first _____ plan payments.

Any tax refunds received by the trustee shall be applied in reduction of claims to be paid through the plan thereby reducing the term of the plan to the extent permissible under the Bankruptcy Code.

Claim Treatment: Only filed and allowed claims will be paid. If a discrepancy exists between the amount of a secured claim as filed and the amount of the secured claim set forth in this plan, the plan will control, except under Class 4(A).

1. **Administrative Expenses.** The trustee will pay administrative expenses in full by equal deferred cash payments as follows:

Attorney fees -pre-petition payment -	\$ _____
to be paid by trustee -	\$ _____
total fees & expenses -	\$ _____

Other

2. **Priority Claims.** The following priority claims will be paid in full, unless the holder of a particular claim agrees to different treatment under the plan, as follows:

<u>Creditor</u>	<u>Allowed Amount</u>	<u>Monthly Payment</u>
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DSO: The _____ (Trustee or Debtor) will pay Domestic Support Obligations that become due after filing of the petition as follows:

3. **Secured Claims**

a. Secured claims subject to § 506 and paid in full through the plan. The debtor moves to value the collateral as indicated. The trustee will pay allowed secured claims at the amount of the claim or the value of the collateral to which the creditor's lien attaches, whichever is less. The creditor will retain its lien until the allowed secured portion of the claim is fully paid. The claimant will be deemed unsecured and will be paid as an unsecured creditor for any deficiency balance if the creditor files a timely claim for any deficiency balance remaining.

<u>Creditor</u>	<u>Collateral</u>	<u>Value</u>	<u>Claim Amount</u>	<u>Interest Rate</u>
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b. Secured claims not subject to § 506: The following debts either incurred within 910 days before the petition date and secured by a PMSI in a motor vehicle or incurred within one year before the petition date and secured by a PMSI in any other thing of value will be paid as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Value</u>	<u>Claim Amount</u>	<u>Interest Rate</u>
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4. **Defaults Cured**. The trustee will pay these claims pro rata to cure a default or arrearage. Debtor shall timely pay the post-petition monthly payments to the creditor due under the contract.

Class 4(A) (if none, indicate) - Claims secured by an interest in real property that is debtor's principal residence located at (Street address, city, state and zip). Defaults shall be cured and regular payment shall be made:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrearage</u>	<u>Term</u>	<u>Interest Rate</u>
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If a claim is allowed for a debt treated under Class 4(A) which exceeds the amount above, debtor shall file an amended or modified plan, as appropriate, within one year of the date of the filing of the case. Failure of debtor to file the appropriate amended or modified plan shall be grounds for dismissal.

Class 4(B) (if none, indicate) -All other Class 4 claims. Full payment of the amount specified will cure the arrearage and cause any default to be waived notwithstanding the terms of any agreement between the parties to the contrary. In the absence of a written objection, the amount necessary to cure an arrearage and obtain waiver of default will be determined to be the amount stated.

<u>Creditor</u>	<u>Collateral</u>	<u>Arrearage</u>	<u>Term</u>	<u>Interest Rate</u>
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5. **Secured Claims for Which Collateral is Surrendered**. The debtor will surrender the following collateral. The claimant is deemed unsecured and will be paid as an unsecured creditor if the creditor files a timely claim for any deficiency balance remaining.

<u>Creditor</u>	<u>Collateral surrendered</u>
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6. **Specially classified unsecured claims.**

Creditor claims: The trustee will pay these creditor claims, together with interest:

<u>Creditor</u>	<u>Amount</u>	<u>Interest Rate</u>
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Liens Avoided under § 522(f): The debtor moves to avoid these liens that impair exemptions. The claims are deemed unsecured and are treated under Class 7 if the creditor files a timely proof of claim.

<u>Creditor</u>	<u>Collateral</u>	<u>Amount to be Avoided</u>
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7. **Unsecured claims.** All non-priority, unsecured claims will be paid pro rata from at least the total sum of \$ _____, resulting in a distribution to unsecured creditors of approximately _____%.

The following nondischargeable unsecured debts will be paid interest at the rate of ____% during the term of the plan and to the extent allowed under 11 U.S.C. § 1322(b)(10):

<u>Creditor</u>

8. **Unmodified Claims.** These creditors will be paid directly by the debtor in accordance with the contract terms, and will retain any and all interests in property of the debtor or the estate. This class also includes the following creditors paid under Class 4 of the plan:

<u>Creditor</u>	<u>Collateral</u>	<u>Value</u>
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9. **Adequate Protection Payments and Payments to Lessors:** The Trustee shall pay the following adequate protection payments or payments on leases of personal property, and shall receive the percentage fee due under the plan on the payments. Upon confirmation, the claims shall be treated under paragraph 3(a) or 3(b) as indicated.

<u>Creditor</u>	<u>Amount of Monthly Payment</u>
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OTHER PROVISIONS

a. **Executory Contracts Rejected.** All executory contracts and unexpired leases are rejected and the collateral that is or may be the subject of the leases is abandoned, except the following, on which the debtor will cure all defaults and pay the claimant in accordance with the terms and conditions of the contract:

b. **Vesting of Property of the Estate:** Property of the estate shall revert in the debtor:

_____ Upon confirmation of the plan _____ Upon discharge or dismissal

c. **Application of Proceeds to Debt:** In all cases where a creditor applies sale or insurance proceeds to a debt treated in this plan, the creditor must file an amended proof of claim within 14 days.

d. **Order of Disbursements:** With the exception of adequate protection payments disbursed before confirmation, the trustee will disburse payments received under the plan first to administrative claims

allowed under §§ 503(b) and 507(a)(1) concurrently and pro rata; and then concurrently to all other classes of claims pro rata.

e. **Lien Retention:** Allowed secured claim holders shall retain liens until liens are released upon completion of all payments under the plan or the allowed secured claim is paid in full.

DECLARATION UNDER PENALTY OF PERJURY

I (We), the undersigned debtor(s), declare under penalty of perjury that the statements contained in the foregoing Chapter 13 plan are true and correct to the best of my/our knowledge, information, and belief.

Dated _____

Debtor

Attorney for Debtor