

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**



LOCAL BANKRUPTCY FORMS

Effective: January 1, 2005

(Modified: ~~June 1, 2016~~ **December 1, 2017**)

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LOCAL BANKRUPTCY FORM 1007-1(c)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Debtor(s) : CHAPTER ____
: :
: CASE NO. __ - __ -bk- _____
: :
: :
: :

**CERTIFICATION OF NO PAYMENT ADVICES
pursuant to 11 U.S.C. § 521(a)(1)(B)(iv)**

I, _____, hereby certify that within sixty (60) days before the date of filing the above-captioned bankruptcy petition, I did not receive payment advices (e.g. “pay stubs”), as contemplated by 11 U.S.C. § 521(a)(1)(B)(iv), from any source of employment. I further certify that I received no payment advices during that period because:

- I have been unable to work due to a disability throughout the sixty (60) days immediately preceding the date of the above-captioned petition.
- I have received no regular income other than Social Security payments throughout the sixty (60) days immediately preceding the date of the above-captioned petition.
- My sole source of regular employment income throughout the sixty (60) days immediately preceding the date of the above-captioned petition has been through self-employment from which I do not receive evidence of wages or a salary at fixed intervals.
- I have been unemployed throughout the sixty (60) days immediately preceding the date of the above-captioned petition.
- I did not receive payment advices due to factors other than those listed above. (Please explain) _____

I certify under penalty of perjury that the information provided in this certification is true and correct to the best of my knowledge and belief.

DATE: _____

Debtor

Joint Debtor

LOCAL BANKRUPTCY FORM 2016-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Debtor(s) : CHAPTER ____
: :
: CASE NO. __-__-bk-_____
: :
: :
: :

**SUMMARY COVER SHEET
FEES AND EXPENSES APPLICATION**

- a. Your applicant was appointed on _____, based on an application filed _____.
- b. Your applicant represents _____.
- c. This application is a _____
(state whether interim or final application).
- d. The total amount of compensation for which reimbursement is sought is _____ and is for the period from _____ to _____.
- e. The total amount of expenses for which reimbursement is sought is _____ and is for the period from _____ to _____.
- f. The dates and amounts of any retainer received are _____.
- g. The dates and amounts of withdrawals from the retainer by the Applicant are _____.
- h. The dates and amounts of previous compensation allowed are:
_____.
- i. The dates and amounts of previous compensation paid are:
_____.
- j. There are/are no objections to prior fee applications of Applicant that have not been ruled upon by the Court in this bankruptcy case.

Applicant's Signature

DATED: _____

LOCAL BANKRUPTCY FORM 2016-2(a)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: * CHAPTER 13
*
Debtor * CASE NO. __ - __ -bk- _____
*

**RIGHTS AND RESPONSIBILITIES AGREEMENT BETWEEN
CHAPTER 13 DEBTORS AND THEIR ATTORNEYS**

It is important for persons who file for bankruptcy under Chapter 13 to understand their rights and responsibilities. It is also important for them to know what their attorneys' responsibilities are and to appreciate the necessity of communicating openly with their attorneys to achieve successful results. These clients are entitled to expect certain services to be performed by their attorneys. The following Rights and Responsibilities Agreement has been adopted by the Bankruptcy Court for the Middle District of Pennsylvania. By signing this Rights and Responsibilities Agreement, attorneys and their clients accept the responsibilities outlined in this Agreement.

Under the rules of the Bankruptcy Court an attorney who files a bankruptcy case or who appears on behalf of a client filing for bankruptcy, other than as special counsel, is required to represent the client throughout the case, unless the client hires a new attorney or decides to represent himself or herself. However, an attorney may ask the Bankruptcy Court for permission to withdraw from a case. An attorney may request the Bankruptcy Court to approve additional fees, beyond those described in the Agreement, but only after the client has been given an opportunity to object and Court approval is obtained.

NOTICE TO ATTORNEYS: Attorneys have additional responsibilities which are imposed by the Bankruptcy Code and the Rules of Professional Conduct.

NOTICE TO CLIENTS: Your attorney may be unable to provide the services described in this Agreement if you do not provide accurate and complete information promptly and if you do not cooperate with your attorney during your case.

BEFORE THE CASE IS FILED:

You agree to:

1. Provide your attorney with complete and accurate financial information, as promptly as possible, including any forms your attorney asks you to complete and copies of any documents that have been requested.
2. Discuss your financial goals with your attorney.

3. Review all documents prepared by your attorney, advise your attorney about any necessary corrections or additions, and ask for explanations of any statements that you do not understand.

Your attorney agrees to:

1. Meet with you to review your debts, assets, liabilities, income, and expenses.
2. Discuss with you alternatives to bankruptcy, credit counseling, and the availability of relief under other chapters of the Bankruptcy Code.
3. Make all the disclosures required of your attorney as a debt relief agency.
4. Discuss the terms under which your attorney will represent you and prepare a written agreement describing the fee arrangement, including how your attorney will be paid.
5. Explain the expenses, in addition to attorneys fees, that will be incurred or may be incurred by you and how they must be paid.
6. Explain to you which payments must be made directly to creditors and which payments must be made to the Chapter 13 trustee.
7. Explain to you where to submit Chapter 13 plan payments, when to begin making payments, and the day of the month payments are due.
8. Explain to you the importance of insuring that your attorney is informed as to all changes in your contact information, including your phone number, mailing address, any email address, and place of employment.
9. Explain to you the consequences of failing to make direct payments to creditors, such as mortgage and auto payments, and failing to make payments to the Chapter 13 trustee.
10. Advise you concerning your obligation to attend the meeting of creditors.
11. Advise you of the necessity of maintaining appropriate insurance, such as homeowner's insurance and liability, collision, and comprehensive insurance on vehicles.
12. Timely prepare, file, and serve the bankruptcy petition, as well as statements, schedules, the plan, and other required documents and certificates, unless these documents are filed after the petition as permitted under the Bankruptcy Rules.

AFTER THE CASE IS FILED:

You agree to:

1. Begin making plan payments to the Chapter 13 trustee as instructed by your attorney.

2. Attend the meeting of creditors and any other court proceeding for which you receive notice unless informed by your attorney that your presence is not necessary.
3. Review and comply with notices you receive from the Court and respond to communications from your attorney.
4. Keep your attorney and the Chapter 13 trustee informed of any changes to your contact information, including phone numbers and mailing addresses.
5. Keep your attorney informed of any significant changes in your situation, including job loss or layoff, significant health problems requiring absence from work, and divorce or separation.
6. Inform your attorney immediately if contacted by a creditor or if any action is taken against any of your assets or against you.
7. Contact your attorney before buying, selling, or refinancing major assets such as a home or vehicle.
8. Promptly provide copies of all documents requested by your attorney.
9. Reimburse your attorney for all fees paid to third parties and charges advanced on your behalf (for example, credit counseling fees or credit report charges) unless your attorney agrees that these amounts will be paid through the plan.

The attorney agrees to provide all services necessary for representation and specifically to:

1. Submit to the Chapter 13 trustee properly documented proof of all sources of income and most recently filed tax return for you.
2. Appear at the meeting of creditors with you.
3. Respond to objections to plan confirmation and, where necessary, prepare an amended plan.
4. Prepare, file, and serve all statements, schedules, and the plan (if not filed with the petition) as well as any required amendments to any of these documents.
5. Prepare, file, and serve motions to buy, sell, or refinance real estate or personal property.
6. Review the file to ascertain if all required tax returns were filed and obtain and file the Pre-Confirmation Certification.
7. Obtain the Domestic Support Obligation Certification, if necessary, and forward it to the Chapter 13 trustee.
8. Attempt to obtain all secured Proofs of Claim, and/or prepare and file Proofs of Claim on behalf of creditors provided for in the plan, when appropriate.

9. Prepare, file, and serve objections to claims, if necessary.
10. Notify you of any pleading seeking relief against you and provide you with a deadline by which you must contact your attorney to discuss a response to the pleading, which also will explain possible consequences if you fail to respond.
11. Represent you at all hearings in which you have sought relief or have filed a response to a pleading seeking relief unless the matter has been settled. This does not include representation at adversary hearings.
12. Review any Transfer of Claims and any Notice of Mortgage Payment Change and advise of same, if necessary.
13. Prepare and serve any Motion to Suspend Trustee Payments.
14. Prepare and file any Motion for Wage Attachment for the Chapter 13 trustee or other secured creditor.
15. After your plan is confirmed, prepare and file any necessary motions to modify the confirmed plan and modified plans.
16. Explain to you what services will require the payment of additional legal fees and how those fees will be requested from the Court and that they may require the filing of an amended or modified plan. This explanation will include a discussion of what types of issues must be resolved through adversary proceedings.
17. Provide you with copies of all applications for the payment of fees for legal services, including time records, if required, before the applications are filed with the Bankruptcy Court.
18. Assist you in monitoring the status of your plan payments and in resolving any discrepancies between your records and those of the Chapter 13 trustee.
19. When appropriate, file motions to extend or impose the automatic stay.
20. If you qualify, assist you in attempting to obtain a mortgage modification. This only includes a modification which is necessary to obtain confirmation of the plan.
21. Respond promptly to your questions and communications throughout the term of the plan.
22. Advise you as to the requirement to complete an instructional course in personal financial management and the consequences of not doing so.
23. Advise you as to the requirements to complete the Debtors Certification Regarding Domestic Support Obligations and the consequences of not doing so.
24. Obtain a "No Position Letter" from the Chapter 13 trustee or file a Motion to Incur Debt and serve same.

25. Timely notify you when a hearing has been rescheduled or when a hearing is no longer required.
26. Review the Notice of Final Cure Payment and any response to the Notice of Final Cure Payment, and, if necessary, prepare and file a Motion for Determination of Final Cure and Payment of All Post-Petition Payments.
27. Prepare a Motion for Early and/or Hardship Discharge if the facts and law support same.

SUMMARY OF AGREEMENT FOR PAYMENT OF ATTORNEY'S FEES

The Bankruptcy Court has adopted a “presumptively reasonable fee” of **\$4000.00** for legal services provided through the confirmation of a Chapter 13 plan. If you operate a business and the Chapter 13 trustee requires you to provide a business examination report or if you hold the controlling interest in a corporation or LLC that is operating a business, the Court has determined that an additional **\$1000.00** fee for legal services is also presumptively reasonable. In addition, if your plan provides for future mortgage payments to be made through the plan (“conduit plan”) rather than directly to the mortgage company, an additional **\$500.00** fee has been determined to be presumptively reasonable. Debtor(s’) counsel will be allowed to charge an additional fee of \$500.00 for amending the plan post-confirmation due to late Proofs of Claim being filed, adding post-petition payments to the plan, to resolve a Motion to Dismiss for material default, change in financial circumstances, or extending the plan term due to the Debtor(s) request. Counsel may elect either to accept an additional \$500.00 fee for a post-confirmation plan amendment, or counsel may request compensation for same if the time and expense incurred exceeds \$500.00. The cost of serving the modified plan will be your responsibility and must be reimbursed by you. Debtor(s’) counsel will not be allowed to charge the additional legal fee of \$500.00 for making minor changes, such as changing the name of a creditor. In addition, Debtor(s’) counsel will be allowed to charge additional legal fees for preparing, filing, and serving a Motion to Sell Real or Personal Property. The fee will be disclosed in the Motion, Notice, and Order and served on all creditors. No fee application is required. The attorney fee will be paid at closing. In the event that the sale does not proceed to closing, Debtor(s’) counsel will be allowed to file a Fee Application to collect said fees. Debtor(s’) counsel will be allowed to collect the sale motion filing fee prior to filing the Motion to Sell, without Court approval.

These “presumptively reasonable fees” are neither minimum nor maximum fees for Chapter 13 cases. If an attorney agrees to perform the services set forth in this Rights and Responsibilities Agreement and to charge no more for these services than is described above, the attorney is not required to file a fee application detailing the work performed through the confirmation of a plan. If you and your attorney agree that you will pay for services provided based on an hourly rate, or through some other arrangement, the attorney must submit an application to the Court with time records to obtain approval of the fees. In addition, even if an attorney has agreed to accept a “presumptively reasonable fee” for services through the confirmation of a plan, the attorney must submit fee applications and obtain Court approval for any additional fees charged for services related to adversary proceedings or for services provided after a plan is confirmed.

In this case the parties agree that the legal fees for services to be provided through the confirmation of a plan, excluding adversary proceedings will be (complete one of the following boxes:)

- \$ _____, the presumptively reasonable fee
- \$ _____ per hour, to be adjusted in accordance with the terms of the written fee agreement between you and your attorney (describe material terms of fee agreement or attach fee agreement) _____

Other than the initial retainer, your attorney may not receive fees directly from you after your bankruptcy case is filed. All other attorney's fees must be paid through the Chapter 13 Plan unless otherwise ordered by the Bankruptcy Court. These fees are separate from and in addition to any filing fees that you must pay when documents are filed by your attorney with the Bankruptcy Court.

If you dispute the legal services provided or the fees charged by your attorney, you may file an objection with the Bankruptcy Court. If your attorney believes that he or she cannot continue to represent you due to lack of cooperation or because of an ethical conflict, your attorney may request the Bankruptcy Court to permit him or her to withdraw from your case. You will receive notice of a request to withdraw and may contest the request at a hearing before the Court.

IN NO CASE SHALL YOUR ATTORNEY BE REQUIRED TO FILE A MOTION, PLAN, OBJECTION, OR ANSWER THAT IS NOT SUPPORTED BY CURRENT LAW.

Client: By signing this Rights and Responsibilities Agreement, I certify that have read the Agreement and understand and agree to carry out the terms to the best of my ability. I understand I am entitled to receive a signed copy of the Agreement.

Attorney: By signing this Agreement, your attorney certifies that he or she has reviewed this Agreement with you and answered your questions and that he or she agrees to perform the services described.

Client Date

Client Date

Attorney Date

Instructions: This Agreement is not to be filed with the Court. The original must be retained by the attorney and a copy provided to the client.

LOCAL BANKRUPTCY FORM 2016-2(b)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

: **CHAPTER 13**
:
: **CASE NO. __ - __ -bk- _____**
:
:
:
Debtor(s) :

**APPLICATION OF ATTORNEY FOR CHAPTER 13 DEBTOR
FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES**

(Name of applicant) _____ applies for approval of compensation as Chapter 13 Debtor(s)' counsel and for reimbursement of expenses pursuant to 11 U.S.C. § 330 as follows:

1. Applicant is counsel for Debtor(s).
2. Debtor(s) filed a petition for bankruptcy relief on _____ (date).
3. Applicant previously filed a Disclosure of Compensation of Attorney for Debtor(s) pursuant to Fed. R. Bankr. P. 2016(b), which is attached as Exhibit "A" to this Application.
4. Debtor(s) and Applicant have executed a Rights and Responsibilities Agreement and a copy of the Agreement was provided to Debtor(s).
5. This Application is _____ (state whether an interim or a final application).
6. (Check all applicable items)
 - () a. Debtor(s)' Chapter 13 Plan was confirmed on _____ (date).
 - () b. The order approving the last post-confirmation modification of Debtor(s)' confirmed Chapter 13 plan was entered on _____ (date).
 - () c. Debtor(s) have not confirmed a Plan.
7. The dates and amounts of previous compensation paid are:
 - a. as a retainer _____ (list dates and amounts);
 - b. paid by the Chapter 13 Trustee through a confirmed Plan _____ (list dates and amounts);

c. other _____
(describe source, amount and date paid).

8. Compensation previously approved by the Court following the filing of an interim Application are: _____

_____ (dates and amounts).

9. If Applicant has not agreed with Debtor(s) to accept the Presumptively Reasonable Fee ("PRF"), or is filing a supplemental fee application after confirmation of the Plan in addition to the PRF, Applicant requests compensation in the amount of \$_____ and reimbursement of expenses in the amount of \$_____ for the period of _____ to _____. A chronological listing of services performed and itemization of expenses for which reimbursement is requested for this time is attached as Exhibit "B" to this Application.

10. Legal services were provided by all professionals at the hourly rates set forth at the beginning of the chronological listing of services provided on Exhibit "B."

11. (Check one)

Debtor(s) have reviewed this Application prior to its filing and have approved the requested amounts.

Debtor(s) have reviewed this Application prior to its filing and have not approved the request amounts.

Debtor(s) have not reviewed this Application prior to its filing.

Debtor(s) have not approved the requested amounts.

12. Objections are pending to the following prior fee applications: (list date application was filed and name of objector, if no objections pending state "none").

WHEREFORE, your Applicant respectfully requests this Honorable Court to approve the requested compensation in the amount of \$_____ and reimbursement of expenses in the amount of \$_____ pursuant to 11 U.S.C. § 330, and if this is a Final Fee Application, to determine that all prior interim orders are final.

Dated: _____

Applicant's Signature

LOCAL BANKRUPTCY FORM 2016-2(c)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: * CHAPTER 13
*
Debtor * CASE NO. __ - __ -bk- _____
*

REQUEST FOR PAYMENT OF CHAPTER 13 COMPENSATION AND EXPENSES

Instructions: Complete **Part A** for payment of the presumptively reasonable fee, as described in L.B.R. 2016-2(c), **reimbursement of expenses to be paid through a Chapter 13 plan and reimbursement of expenses**. Complete **Part B** for payment of compensation and reimbursement of expenses **to be allowed upon a** awarded by separate **application and** Court order. Complete **Part C** for all requests for payment of compensation and reimbursement of expenses.

| | |
|---|----|
| A. Presumptively reasonable fees under L.B.R. 2016-2(c) | |
| 1. Amount agreed to by debtor | \$ |
| 2. Less amount paid to attorney prior to filing petition outside of plan distributions | \$ |
| | \$ |
| 3. Balance of compensation to be paid through plan distributions | \$ |
| 4. Expenses advanced to be paid through plan distributions: (describe expense and amount) | |

| | |
|---|----|
| B. Compensation and reimbursement of expenses allowed upon application and order under L.B.R. 2016-2(a) | |
| 1. Retainer received Compensation and expenses to be approved by the Court | \$ |
| 2. Compensation earned prepetition and paid to attorney prior to filing petition Less amounts paid to attorney outside of plan distributions | \$ |
| | \$ |
| 3. Expenses reimbursed repetition Balance of compensation and expenses to be paid through plan distributions | \$ |
| 4. Balance in retainer after deduction of prepetition compensation and expenses | \$ |
| 5. Compensation and expenses to be approved by the Court and to be paid through plan distributions, less balance in client trust account | |

| | |
|---|----|
| C. The undersigned hereby requests payment through the plan for compensation and reimbursement of expenses under 11 U.S.C. § 503(b)(2) in the following amount based on the information above: | |
| | \$ |

Dated: _____

Attorney for Debtor

LOCAL BANKRUPTCY FORM 3007-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

| | | |
|-----------|---|-------------------------|
| | : | CHAPTER ____ |
| | : | |
| | : | CASE NO. __-__-bk-_____ |
| | : | |
| Debtor(s) | : | |
| | : | |
| | : | |
| | : | |
| | : | |
| v. | : | |
| | : | |
| | : | |
| | : | |
| | : | |
| | : | |
| | : | |
| | : | |
| Claimant | : | |

TO: _____ (“Claimant”)

NOTICE OF OBJECTION TO CLAIM AND DEADLINE TO REQUEST HEARING DATE

_____ has filed an objection to the proof of claim you filed in this bankruptcy case.

NOTICE: Your claim may be reduced, modified, or eliminated. You should read these papers **this notice and the objection carefully and discuss them with your attorney, if you have one.**

If you do not want the court to ~~eliminate or change~~ **enter an order affecting** your claim, **then on or before [date], (30 days from the date of service),** you or your lawyer must ~~attend the~~ **file a request for hearing on or a written response to** the objection, ~~scheduled to be held:~~ **explaining your position.**

| | |
|---|--|
| United States Bankruptcy Court (Address of Court) (Address of Court) (Address of Court) | Date: _____ Time: _____ |
|---|--|

Those not permitted to file electronically must deliver any request for hearing or response by U.S. mail, courier, overnight/express mail, or in person at:

(select the appropriate address)

_____ 274 Max Rosenn U.S. Courthouse
197 South Main Street
Wilkes-Barre, PA 18701

_____ Ronald Reagan Federal Building
228 Walnut Street Rm 320
Harrisburg, PA 17101

If you mail your request for hearing or response to the court, you must mail it early enough so the court will receive it on or before the date stated above.

You must also send a copy of your request for hearing or response to:

(movant's attorney's name and address)
(names and addresses of others to be served)

If you or your attorney do not attend the hearing on the objection take these steps, the court may decide that you do not oppose the objection to an order affecting your claim.

Attorney for Objector

(Address)

(Phone)

(Facsimile)

(Email)

(Attorney ID No.)

Date of Notice: _____

LOCAL BANKRUPTCY FORM 3015-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: _____

_____ : **CHAPTER 13**
_____ : **CASE NO. ___-___-bk-_____**
_____ :
_____ : **CHAPTER 13 PLAN**
_____ :
_____ : **Debtor(s)** _____ **(Indicate if applicable)**
_____ : **() # MOTIONS TO AVOID LIENS**
_____ : **() # MOTIONS TO VALUE COLLATERAL**
_____ :
_____ : **() ORIGINAL PLAN**
_____ : **() AMENDED PLAN**
_____ : **(Indicate 1ST, 2ND, 3RD, etc.)**

YOUR RIGHTS WILL BE AFFECTED

~~READ THIS PLAN CAREFULLY. If you oppose any provision of this plan you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan~~

PLAN PROVISIONS

DISCHARGE: (Check one)

- ~~() The debtor will seek a discharge of debts pursuant to Section 1328(a).~~
- ~~() The debtor is not eligible for a discharge of debts because the debtor has previously received a discharge described in Section 1328(f).~~

NOTICE OF SPECIAL PROVISIONS: (Check if applicable)

- ~~() This plan contains special provisions that are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania. Those provisions are set out in Section 8 of this plan. Other than to insert text into the designated spaces or to expand the tables to include additional claims, the preprinted language of this form may not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions in Section 8. The Debtor may propose additional or different plan provisions or specify that any of the provisions will not be applicable, provided however, that each such provision or deletion shall be set forth herein in Section 8.~~

1. PLAN FUNDING AND LENGTH OF PLAN

A. Plan Payments

1. To date, the Debtor(s) has paid \$_____ (enter \$0 if no payments have been made to the Trustee to date). Debtor(s) shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor(s) shall make conduit payments through the Trustee as set forth below. The total base plan is \$_____, plus other payments and property stated in Section 1B below:

| Start mm/yy | End mm/yy | Plan Payment | Estimated Conduit Payment | Total Payment |
|----------------|--------------|--------------|------------------------------|---------------|
|----------------|--------------|--------------|------------------------------|---------------|

_____ Total Payments: \$

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and the attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding accordingly. Debtor(s) is responsible for all post-petition mortgage payments due prior to the initiation of conduit mortgage payments:

3. Debtor(s) shall take appropriate action to ensure that all applicable wage attachments are adjusted to conform to the terms of the plan.

4. CHECK ONE: () Debtor(s) is at or under median income

() Debtor(s) is over median income. Debtor(s) calculates that a minimum of \$_____ must be paid to unsecured, non-priority creditors in order to comply with the Means Test.

B. Liquidation of Assets

1. In addition to the above specified plan payments, Debtor(s) shall dedicate to the plan proceeds in the estimated amount of \$_____ from the sale of property known and designated as_____. All sales shall be completed by_____.

_____, 20____. If the property does not sell by the date specified, then the disposition of the property shall be as follows:

~~2. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows: _____~~

~~3. The Debtor estimates that the liquidation value of this estate is \$_____. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)~~

~~2. SECURED CLAIMS~~

~~A. Pre-Confirmation Distributions. Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.~~

| Name of Creditor | Address | Account # | Estimated Monthly Payment |
|-----------------------------|--------------------|----------------------|--------------------------------------|
| | | | \$_____ |
| | | | \$_____ |

~~The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.~~

~~Upon receipt, Debtor shall mail to the Trustee all notices from mortgagees including statements, payment coupons, impound and escrow notices, and notices concerning changes of the interest rate on variable interest rate loans. If any such notice informs the Debtor that the amount of the payment has increased or decreased, the change in the plan payment to the Trustee will not require modification of this plan.~~

~~B. Mortgages and Other Direct Payments by Debtor. Payments will be made outside the plan according to the original contract terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained. All mortgage and other lien claim balances survive the plan if not avoided or paid in full under the plan.~~

| Name of Creditor | Description of Collateral | Contractual Monthly Payment | Principal Balance of Claim |
|------------------|---------------------------|-----------------------------|----------------------------|
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

~~C. Arrears. The Trustee shall distribute the amount of pre-petition arrearages set forth in the allowed proof of claim to each secured creditor set forth below. If the Debtor or the Trustee objects to a proof of claim and the objection is sustained, or if the plan provides for payment of amounts greater than the allowed proof of claim, the creditor's claim will be paid in the amount allowed by the court.~~

| Name of Creditor | Description of Collateral | Estimated Pre-petition Arrears to be Cured | Estimated Post-petition Arrears to be Cured | Estimated Total to be paid in plan |
|------------------|---------------------------|--|---|------------------------------------|
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |

~~D. Secured Claims Paid According to Modified Terms. These amounts will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. THE LIENS WILL BE AVOIDED OR LIMITED THROUGH THE PLAN OR DEBTOR(S) WILL FILE AN ADVERSARY ACTION TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN (Select method in last column):~~

| Name of Creditor | Description of Collateral | Modified Principal Balance | Interest Rate | Total Payment | Plan* or Adversary Action |
|------------------|---------------------------|----------------------------|---------------|---------------|---------------------------|
| | | \$ | ——% | \$ | |
| | | \$ | ——% | \$ | |
| | | \$ | ——% | \$ | |

~~* “PLAN” INDICATES THAT THE DEBTOR(S) PROPOSES TO AVOID OR LIMIT THE LIEN OF THE CREDITOR IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION PURSUANT TO SECTION 506(a). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR MUST FILE AN OBJECTION TO THIS PLAN. OTHERWISE CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.~~

~~—— E. —— Other Secured Claims. (Including conduit payments)~~

| Name of Creditor | Description of Collateral | Principal balance of Claim | Interest Rate | Total to be paid-in-plan |
|------------------|---------------------------|----------------------------|---------------|--------------------------|
| | | \$ | ——% | \$ |
| | | \$ | ——% | \$ |
| | | \$ | ——% | \$ |

~~—— F. —— Surrender of Collateral. Debtor(s) surrenders the following assets to secured creditors. Upon confirmation of the plan, bankruptcy stays are lifted as to the collateral to be surrendered. This provision does not prejudice a creditor’s right to move to lift the stay prior to confirmation.~~

| Name of Creditor | Description of Collateral to be Surrendered |
|------------------|---|
|------------------|---|

~~G. Lien Avoidance. The Debtor moves to avoid the following judicial and/or nonpossessory, non-purchase money liens of the following creditors pursuant to Section 522(f) (this section should not be used for statutory or consensual liens such as mortgages):~~

~~Name of Creditor~~

~~Description of Collateral~~

~~THE DEBTOR(S) PROPOSES TO AVOID THE JUDICIAL LIEN OF THE CREDITOR(S) IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION AND ALLOWANCE OF EXEMPTIONS PURSUANT TO § 522(f). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE JUDICIAL LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR(S) WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR(S) MUST FILE A TIMELY OBJECTION TO THIS PLAN. OTHERWISE, CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.~~

~~H. Optional provisions regarding duties of certain mortgage holders and servicers. Property of the estate vests upon closing of the case, and Debtor elects to include the following provisions. (Check if applicable)~~

~~() Confirmation of the plan shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor to do the following:~~

~~(1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage. If the plan provides for an allowed payment of post-petition arrearages as set forth in Section 2C, apply those payments to only the post-petition arrearages.~~

~~(2) Deem the pre-petition arrearage as contractually current upon confirmation of the plan for the sole purpose of precluding the imposition of late payment charges or other default-related fees and services based solely on the pre-petition default or defaults.~~

~~(3) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note. Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.~~

~~3. PRIORITY CLAIMS~~

~~A. Allowed unsecured claims entitled to priority under section 1322(a) will be paid in full unless modified under Section 8:~~

Name of Creditor

Estimated Total Payment

\$

\$

\$

~~B. Administrative Claims:~~

~~(1) Trustee fees. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee, not to exceed 10%.~~

~~(2) Attorney fees. Check only one box:~~

~~In addition to the retainer of \$_____ already paid by the Debtor, the amount of \$_____ in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2(c); or~~

~~\$_____ per hour, to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the requested amount of compensation approved by the Court pursuant to L.B.R. 2016-2(b).~~

~~(3) Other administrative claims.~~

Name of Creditor

Estimated Total Payment

\$

\$

\$

4. UNSECURED CLAIMS

~~A. Claims of Unsecured Nonpriority Creditors Specially Classified. Includes unsecured claims, such as co-signed unsecured debts, that will be paid in full even though all other unsecured claims may not be paid in full.~~

| <u>Name of Creditor</u> | <u>Reason for Special Classification</u> | <u>Amount of Claim</u> | <u>Interest Rate</u> | <u>Total Payment</u> |
|-------------------------|--|------------------------|----------------------|----------------------|
| | | \$ | _____% | \$ |
| | | \$ | _____% | \$ |

~~B. All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after payment of the other classes.~~

~~5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES. The following executory contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):~~

| Name of Creditor | Description of Collateral | Monthly Payment | Interest Rate | Pre-petition Arrears | Total Payment | Assume/Reject |
|-----------------------------|--------------------------------------|----------------------------|--------------------------|---------------------------------|--------------------------|--------------------------|
| | | \$ | ——— % | \$ | \$ | |
| | | \$ | ——— % | \$ | \$ | |

~~6. REVESTING OF PROPERTY: (Check One)~~

~~() Property of the estate will vest in the Debtor upon confirmation. (Not to be used with Section 2H)~~

~~() Property of the estate will vest in the Debtor upon closing of the case.~~

~~7. STUDENT LOAN PROVISIONS~~

~~A. Student loan provisions. This plan does not seek to discharge student loan(s) except as follows:~~

~~(NOTE: If you are not seeking to discharge a student loan(s), do not complete this section.)~~

| Name of Creditor | Monthly Payment | Interest Rate | Pre-petition Arrears | Total Payment |
|-----------------------------|----------------------------|--------------------------|---------------------------------|--------------------------|
| | \$ | ——— % | \$ | \$ |
| | \$ | ——— % | \$ | \$ |

~~8. OTHER PLAN PROVISIONS~~

~~A. Include the additional provisions below or on an attachment. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)~~

9. ORDER OF DISTRIBUTION:

Payments from the plan will be made by the Trustee in the following order:

- Level 1: _____
- Level 2: _____
- Level 3: _____
- Level 4: _____
- Level 5: _____
- Level 6: _____
- Level 7: _____
- Level 8: _____

If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Priority claims, pro rata.
- Level 5: Secured claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the Debtor has not objected.

GENERAL PRINCIPLES APPLICABLE TO ALL PLANS

All pre-petition arrears and cramdowns shall be paid to the Trustee and disbursed to creditors through the plan.

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor. Claims filed after the bar date that are not properly served on the Trustee will not be paid. The Debtor is responsible for reviewing claims and filing objections, if appropriate.

Dated: _____
 _____ Attorney for Debtor

 _____ Debtor

 _____ Joint Debtor

\$ _____, plus other payments and property stated in § 1B below:

| Start mm/yyyy | End mm/yyyy | Plan Payment | Estimated Conduit Payment | Total Monthly Payment | Total Payment Over Plan Tier |
|------------------|----------------|-----------------|---------------------------------|-----------------------------|---------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Total Payments: | |

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.

3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.

4. CHECK ONE: () Debtor is at or under median income. *If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.*

() Debtor is over median income. Debtor calculates that a minimum of \$ _____ must be paid to allowed unsecured creditors in order to comply with the Means Test.

B. Additional Plan Funding From Liquidation of Assets/Other

1. The Debtor estimates that the liquidation value of this estate is \$ _____. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

Check one of the following two lines.

___ No assets will be liquidated. If this line is checked, the rest of § 1.B need not be completed or reproduced.

___ Certain assets will be liquidated as follows:

2. In addition to the above specified plan payments, Debtor shall

dedicate to the plan proceeds in the estimated amount of \$_____ from the sale of property known and designated as _____. All sales shall be completed by _____, 20____. If the property does not sell by the date specified, then the disposition of the property shall be as follows: _____.

3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows: _____

2. SECURED CLAIMS.

A. Pre-Confirmation Distributions. Check one.

___ None. *If "None" is checked, the rest of § 2.A need not be completed or reproduced.*

___ Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

| Name of Creditor | Last Four Digits of Account Number | Estimated Monthly Payment |
|------------------|------------------------------------|---------------------------|
| | | |

1. The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.
2. If a mortgagee files a notice pursuant to Fed. R. Bankr. P. 3002.1(b), the change in the conduit payment to the Trustee will not require modification of this plan.

B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check one.

___ None. *If "None" is checked, the rest of § 2.B need not be completed or reproduced.*

___ Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if

not avoided or paid in full under the plan.

| Name of Creditor | Description of Collateral | Last Four Digits of Account Number |
|------------------|---------------------------|------------------------------------|
| | | |
| | | |
| | | |

C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence). Check one.

None. If "None" is checked, the rest of § 2.C need not be completed or reproduced.

The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed proof of claim. If post-petition arrearages are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under § 1322(b)(5) of the Bankruptcy Code:

| Name of Creditor | Description of Collateral | Estimated Pre-petition Arrears to be Cured | Estimated Post-petition Arrears to be Cured | Estimated Total to be paid in plan |
|------------------|---------------------------|--|---|------------------------------------|
| | | | | |
| | | | | |
| | | | | |

D. Other secured claims (conduit payments and claims for which a § 506 valuation is not applicable, etc.)

None. If "None" is checked, the rest of § 2.D need not be completed or reproduced.

The claims below are secured claims for which a § 506 valuation is not applicable, and can include: (1) claims that were either (a) incurred within 910 days of the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value; (2) conduit payments;

or (3) secured claims not provided for elsewhere.

1. The allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.
2. In addition to payment of the allowed secured claim, present value interest pursuant to 11 U.S.C. §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised, then the court will determine the present value interest rate and amount at the confirmation hearing.
3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

| Name of Creditor | Description of Collateral | Principal Balance of Claim | Interest Rate | Total to be Paid in Plan |
|-------------------------|----------------------------------|-----------------------------------|----------------------|---------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

E. Secured claims for which a § 506 valuation is applicable. Check one.

None. If "None" is checked, the rest of § 2.E need not be completed or reproduced.

Claims listed in the subsection are debts secured by property not described in § 2.D of this plan. These claims will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. The liens will be avoided or limited through the plan or Debtor will file an adversary action (select method in last column). To the extent not already determined, the amount, extent or validity of the allowed secured claim for each claim listed below will be determined by the court at the confirmation hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

| Name of Creditor | Description of Collateral | Value of Collateral (Modified Principal) | Interest Rate | Total Payment | Plan or Adversary Action |
|-------------------------|----------------------------------|---|----------------------|----------------------|---------------------------------|
| | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |

F. Surrender of Collateral. Check one.

None. If "None" is checked, the rest of § 2.F need not be completed or reproduced.

The Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor requests that upon confirmation of this plan 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. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 4 below.

| Name of Creditor | Description of Collateral to be Surrendered |
|------------------|---|
| | |
| | |
| | |

G. Lien Avoidance. Do not use for mortgages or for statutory liens, such as tax liens. Check one.

None. If "None" is checked, the rest of § 2.G need not be completed or reproduced.

The Debtor moves to avoid the following judicial and/or nonpossessory, non-purchase money liens of the following creditors pursuant to § 522(f) (this § should not be used for statutory or consensual liens such as mortgages).

| | | |
|---|--|--|
| The name of the holder of the lien. | | |
| A description of the lien. For a judicial | | |
| A description of the liened property. | | |
| The value of the liened property. | | |
| The sum of senior liens. | | |
| The value of any exemption claimed. | | |
| The amount of the lien. | | |
| The amount of lien avoided. | | |

3. PRIORITY CLAIMS.

A. Administrative Claims

1. Trustee's Fees. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.
2. Attorney's fees. Complete only one of the following options:
 - a. In addition to the retainer of \$ _____ already paid by the Debtor, the amount of \$ _____ in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2(c); or
 - b. \$ _____ per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to L.B.R. 2016-2(b).
3. Other. Other administrative claims not included in §§ 3.A.1 or 3.A.2 above. *Check one of the following two lines.*

___ None. *If "None" is checked, the rest of § 3.A.3 need not be completed or reproduced.*

___ The following administrative claims will be paid in full.

| Name of Creditor | Estimated Total Payment |
|------------------|-------------------------|
| | |
| | |

B. Priority Claims (including, but not limited to, Domestic Support Obligations other than those treated in § 3.C below). *Check one of the following two lines.*

- ___ None. *If "None" is checked, the rest of § 3.B need not be completed or reproduced.*
- ___ Allowed unsecured claims, including domestic support obligations, entitled to priority under § 1322(a) will be paid in full unless modified under § 9.

| Name of Creditor | Estimated Total Payment |
|------------------|-------------------------|
| | |
| | |

C. Domestic Support Obligations assigned to or owed to a governmental unit under 11 U.S.C. §507(a)(1)(B). Check one of the following two lines.

None. If "None" is checked, the rest of § 3.C need not be completed or reproduced.

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim. This plan provision requires that payments in § 1.A. be for a term of 60 months (see 11 U.S.C. §1322(a)(4)).

| Name of Creditor | Estimated Total Payment |
|------------------|-------------------------|
| | |

4. UNSECURED CLAIMS

A. Claims of Unsecured Nonpriority Creditors Specially Classified. Check one of the following two lines.

None. If "None" is checked, the rest of § 4.A need not be completed or reproduced.

To the extent that funds are available, the allowed amount of the following unsecured claims, such as co-signed unsecured debts, will be paid before other, unclassified, unsecured claims. The claim shall be paid interest at the rate stated below. If no rate is stated, the interest rate set forth in the proof of claim shall apply.

| Name of Creditor | Reason for Special Classification | Estimated Amount of Claim | Interest Rate | Estimated Total Payment |
|------------------|-----------------------------------|---------------------------|---------------|-------------------------|
| | | | | |
| | | | | |

B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES. Check one of the following two lines.

None. If "None" is checked, the rest of § 5 need not be completed or reproduced.

The following contracts and leases are assumed (and arrears in the allowed claim to be cured in the plan) or rejected:

| Name of Other Party | Description of Contract or Lease | Monthly Payment | Interest Rate | Estimated Arrears | Total Plan Payment | Assume or Reject |
|---------------------|----------------------------------|-----------------|---------------|-------------------|--------------------|------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

6. VESTING OF PROPERTY OF THE ESTATE.

Property of the estate will vest in the Debtor upon

Check the applicable line:

- plan confirmation.
- entry of discharge.
- closing of case.

7. DISCHARGE: (Check one)

- The debtor will seek a discharge pursuant to § 1328(a).
- The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).

8. ORDER OF DISTRIBUTION:

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.

Payments from the plan will be made by the Trustee in the following order:

- Level 1: _____
- Level 2: _____
- Level 3: _____
- Level 4: _____
- Level 5: _____
- Level 6: _____
- Level 7: _____
- Level 8: _____

If the above Levels are filled in, the rest of § 8 need not be completed or reproduced. If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Priority claims, pro rata.

Level 5: Secured claims, pro rata.

Level 6: Specially classified unsecured claims.

Level 7: Timely filed general unsecured claims.

Level 8: Untimely filed general unsecured claims to which the Debtor has not objected.

9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)

Dated: _____

Attorney for Debtor

Debtor

Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 9.

LOCAL BANKRUPTCY FORM 3015-2(b)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Debtor(s) : **CHAPTER 13**
:
:
: **CASE NO. __ - __ -bk- _____**
:
:

CERTIFICATION REGARDING SERVICE OF AMENDED CHAPTER 13 PLAN
(Altering Funding or Making Technical Amendments)

The undersigned, counsel for the above-captioned Debtor(s), hereby certifies that the _____ Amended Chapter 13 Plan filed on _____ proposes to alter the funding of, or to make technical amendments to, the Chapter 13 Plan confirmed on _____, but does not affect the treatment of the claims of any creditors included in the confirmed Plan, including the amounts to be paid, the timing of the payments or the treatment of collateral:

I further certify that the _____ Amended Chapter 13 Plan has been served on the Chapter 13 trustee, and because none of the claims provided for in the plan will be affected by the provisions of the _____ Amended Chapter 13 Plan, no further notice is required.

Counsel for Debtor(s)

Dated: _____

LOCAL BANKRUPTCY FORM 3015-3(a)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

: **CHAPTER 13**
:
: **CASE NO. ___ - ___ -bk- _____**
:
:
:
:
Debtor(s) :

**CHAPTER 13 DEBTOR’S PRE-CONFIRMATION CERTIFICATION OF COMPLIANCE
WITH POST PETITION DOMESTIC SUPPORT AND PREPETITION
TAX RETURN FILING OBLIGATIONS**

If a joint petition is filed, each spouse must complete and file a separate certification.

I, _____, upon oath or affirmation, hereby certify as follows:

1. That the below information is being supplied for compliance with the confirmation hearing date on _____.
2. That all post-petition amounts required to be paid under any and all Domestic Support Obligations have been paid as required by 11 U.S.C. § 1325(a)(8).
3. That all applicable Federal, State, and local tax returns, as required by 11 U.S.C. Section 1308 have been filed.
4. If this Certification is being signed by counsel for Debtor, that the Debtor was duly questioned about the statements in this Certification and supplied answers consistent with this Certification.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment for perjury.

DATED: _____

BY: _____
Counsel for Debtor

DATED: _____

BY: _____
Debtor

LOCAL BANKRUPTCY FORM 3015-6

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

: **CHAPTER 12**
:
: **CASE NO. ___-___-bk-_____**
:
:
:
Debtor(s) :

**CHAPTER 12 INDIVIDUAL DEBTOR’S CERTIFICATIONS REGARDING
DOMESTIC SUPPORT OBLIGATIONS AND 11 U.S.C. § 522(q)**

If a joint petition is filed, each spouse must complete and file a separate certification.

Part I. Certification Regarding Domestic Support Obligations (check no more than one)

Pursuant to 11 U.S.C. § 1228, I certify that:

- I owed no domestic support obligation when I filed my bankruptcy petition, and I have not been required to pay any such obligation since then.

- I am or have been required to pay a domestic support obligation. I have paid all such amounts that my chapter 12 plan required me to pay. I have also paid all such amounts that became due between the filing of my bankruptcy petition and today.

Part II. If you checked the second box, you must provide the information below.

My current address is: _____

My current employer and my employer’s
address: _____

Part III. Certification Regarding 11 U.S.C. § 522(q) (check no more than one)

Pursuant to 11 U.S.C. § 1228(f), I certify that:

- I have not claimed an exemption pursuant to 11 U.S.C. § 522(b)(3) and state or local law (1) in property that I or a dependent of mine uses as a residence, claims as a homestead, or acquired as a burial plot, as specified in 11 U.S.C. § 522(p)(1), and (2) that exceeds the aggregate value allowed in 11 U.S.C. § 522(q)(1), as amended.

- I have claimed an exemption in property pursuant to 11 U.S.C. § 522(b)(3) and state or local law (1) that I or a dependent of mine uses as a residence, claims as a homestead, or acquired as a burial plot, as specified in 11 U.S.C. § 522(p)(1), and (2) that exceeds the

aggregate value allowed in 11 U.S.C. § 522(q)(1), as amended.

Part IV. Debtor's Signature

I certify under penalty of perjury that the information provided in these certifications is true and correct to the best of my knowledge and belief.

DATED: _____

BY: _____
Debtor

LOCAL BANKRUPTCY FORM 3017-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Debtor(s) : **CHAPTER** ____
: **CASE NO.** __-__-**bk-**_____
:
:
:
:

**CERTIFICATION REGARDING
AMENDED DISCLOSURE STATEMENT**

The undersigned counsel for the plan proponent in the above-captioned case, hereby certifies that the Amended Disclosure Statement, filed _____, contains changes to the Disclosure Statement, filed _____, of such nature and degree that:

1. _____ notice must be circulated as if an original Disclosure Statement;
2. _____ notice need be sent only to the objectors to the last filed Disclosure Statement;
3. _____ no further notice is required and the Amended Disclosure Statement can be approved as submitted.

Dated: _____

Counsel for Plan Proponent

LOCAL BANKRUPTCY FORM 3018-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

: **CHAPTER** _____
:
:
: **CASE NO.** ___ - ___ -**bk-**_____
:
:
:
Debtor(s) :

SECTION 1126 BALLOT REPORT FORM

| | # BALLOTS CAST | # ACCEPTING | # REJECTING | \$ ACCEPTING | \$ REJECTING | CLASS ACCEPTING | CLASS REJECTING |
|-----------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| CLASS I | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| CLASS II | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| CLASS III | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| CLASS IV | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

The following classes are impaired: _____.

Copies of all ballots not accepted are attached. An explanation of why the ballots were rejected, if applicable, is attached.

| | | |
|------------------|-----|----|
| PLAN ACCEPTED | YES | NO |
|------------------|-----|----|

The foregoing Report is accurate and complete.

Dated: _____

Counsel for Plan Proponent

LOCAL BANKRUPTCY FORM 3019-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Debtor(s) : **CHAPTER 11**
: **CASE NO. __ - __ -bk- _____**
:
:
:
:
:

**CERTIFICATION REGARDING
AMENDED PLAN OF REORGANIZATION**

The undersigned counsel for the plan proponent in the above-captioned case, hereby certifies that the Amended Plan of Reorganization, filed _____, contains changes to the Plan of Reorganization, filed _____, of such nature and degree that:

1. _____ notice must be circulated as if an original Plan of Reorganization;
2. _____ notice need be sent only to the objectors to the last filed Plan of Reorganization;
3. _____ no further notice is required and the Amended Plan of Reorganization can be confirmed as submitted. All pending objections to confirmation of the Plan of Reorganization have been resolved or settled by the modifications included in the Amended Plan of Reorganization, and the Amended Plan of Reorganization complies with the requirements of 11 U.S.C. § 1123 and § 1129.

Dated: _____

Counsel for Plan Proponent

LOCAL BANKRUPTCY FORM 4001-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Debtor(s) : **CHAPTER 13**
: **CASE NO. __-__-bk-_____**
:
:
:
:
:

POST-PETITION PAYMENT HISTORY
NOTE AND MORTGAGE DATED _____

Recorded on _____, in _____ County, at _____.

Property Address:

Mortgage Servicer:

Post-petition mailing address for Debtor(s) to send payment:

Mortgagor(s)/Debtor(s):

Payments are contractually due:

Monthly____ Semi-monthly____ Bi-weekly____ Other _____

Each Monthly Payment is comprised of:

Principal and Interest..... _____

R.E. Taxes..... _____

Insurance..... _____

Late Charge..... _____

Other..... _____ (Specify: _____)

TOTAL..... _____

POST-PETITION PAYMENTS (Petition was filed on _____)

| |
|--|
| <input type="checkbox"/> Presumption of Undue Hardship <input type="checkbox"/> No Presumption of Undue Hardship (Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement) |
|--|

LOCAL BANKRUPTCY FORM 4008-1(a)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

: **CHAPTER** ____
 :
 : **CASE NO.** __ - __ -bk- _____
 :
 :
 :
Debtor(s) :

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|--|---|
| <input type="checkbox"/> Part A; Disclosures, Instructions, and Notice to Debtor (pages 1–5) | <input type="checkbox"/> Part D: Debtor's Statement in Support of Reaffirmation Agreement |
| <input type="checkbox"/> Part B: Reaffirmation Agreement | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input type="checkbox"/> Part C: Certification by Debtor's Attorney | |

[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement. Note also: If you complete Part E, you must prepare and file Form 2400C ALT - Order on Reaffirmation Agreement.]

Name of Creditor: _____

- [Check this box if]* Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm \$ _____

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

ANNUAL PERCENTAGE RATE

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of “credit” under an “open end credit plan,” as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____ %.

– And/Or –

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____ %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %;

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: _____ %.

– And/Or –

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____ %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

- \$ _____ @ _____ %;
- \$ _____ @ _____ %;
- \$ _____ @ _____ %;

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items on the debtor’s goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

| <u>Item or Type of Item</u> | <u>Original Purchase Price or Original Amount of Loan</u> |
|-----------------------------|---|
|-----------------------------|---|

Optional — At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$ _____ is due on _____ (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

- - - Or - - -

Your payment schedule will be: _____ (number) payments in the amount of \$_____ each, payable (monthly, annually, weekly, etc.) on the _____ (day) of each _____ (week, month, etc.), unless altered later by mutual agreement in writing.

- - - Or - - -

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A “lien” is often referred to as a security interest, deed of trust, mortgage, or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State’s law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor “may” do, it does not use the word “may” to give the creditor specific permission. The word “may” is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don’t have an attorney helping you, the judge will explain the effect of reaffirming a debt when the hearing on the reaffirmation agreement is held.

PART B: REAFFIRMATION AGREEMENT

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement.

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(S):

Borrower:

Accepted by creditor:

(Print Name)

(Print Name of Creditor)

(Signature)

(Address of Creditor)

Date: _____

(Signature)

Co-borrower, if also reaffirming these debts:

(Printed name and Title of Individual Signing for

Creditor)

(Print Name)

Date of creditor acceptance:

(Signature)

Date: _____

PART C: CERTIFICATION BY DEBTOR’S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

[Check box, if applicable and the creditor is not a Credit Union.] A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor’s Attorney: _____

Signature of Debtor’s Attorney: _____

Date: _____

PART D: DEBTOR’S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete numbered paragraphs 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 and your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating “Presumption of Undue Hardship.” Otherwise, check the box at the top of page 1 indicating “No Presumption of Undue Hardship.”]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ _____, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ _____, leaving \$ _____ to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here:

(Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

— Or —

[If the creditor is a Credit Union and the debtor is represented by an attorney]

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

PART E: MOTION FOR COURT APPROVAL

[To be completed only if the debtor is not represented by an attorney during the course of negotiating this agreement.]

MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*):

11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

LOCAL BANKRUPTCY FORM 9004-1
[Contested Matter Caption]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

| | | |
|-------------------------|---|---|
| JOHN DOE | : | CHAPTER ____ |
| | : | |
| | : | |
| Debtor(s) | : | CASE NO. __ - __ -bk- _____ (judge's initials) |
| | : | |
| XYZ MORTGAGE CO. | : | |
| Movant | : | |
| | : | |
| vs. | : | |
| | : | |
| JOHN DOE | : | |
| Respondent | : | |

MOTION OF XYZ MORTGAGE CO. FOR RELIEF FROM THE STAY

LOCAL BANKRUPTCY FORM 9013-3

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

| | | |
|----------------------------|---|------------------------------|
| | : | CHAPTER _____ |
| | : | |
| | : | CASE NO. __-__-bk-_____ |
| | : | |
| | : | |
| Debtor(s) | : | |
| | : | ADVERSARY NO. __-__-ap-_____ |
| | : | (if applicable) |
| | : | |
| | : | |
| Plaintiff(s)/Movant(s) | : | |
| vs. | : | Nature of Proceeding: _____ |
| | : | _____ |
| | : | |
| | : | |
| Defendant(s)/Respondent(s) | : | Document #: _____ |

REQUEST TO CONTINUE HEARING/TRIAL WITH CONCURRENCE¹

This request must be filed at least twenty-four (24) hours prior to the hearing. All requests must be approved by the Court. Submitting a request is not an automatic continuance.

The undersigned hereby requests a continuance with the concurrence of the opposing party (parties). This is a first request for a continuance.²

Reason for the continuance.

Contemporaneous with the filing of this request, the undersigned has served a copy of this request upon all counsel participating in this proceeding.

Dated: _____

Attorney for _____

Name: _____

Phone Number: _____

¹ No alterations or interlineations of this document are permitted.

² If this is not a first request for a continuance, then a Motion to Continue must be filed.

LOCAL BANKRUPTCY FORM 9019-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

| | | |
|-----------------------------------|---|---------------------------------------|
| | : | CHAPTER _____ |
| | : | |
| | : | CASE NO. ___-___-bk-_____ |
| | : | |
| | : | |
| Debtor(s) | : | |
| | : | |
| | : | ADVERSARY NO. ___-___-ap-_____ |
| | : | (if applicable) |
| | : | |
| | : | |
| Plaintiff(s)/Movant(s) | : | |
| vs. | : | Nature of Proceeding: _____ |
| | : | |
| | : | Pleading: _____ |
| | : | |
| | : | |
| Defendant(s)/Respondent(s) | : | Document #: _____ |

REQUEST TO REMOVE FROM THE HEARING/TRIAL LIST*

CHECK ONE:

- The undersigned hereby withdraws the above identified pleading with the consent of the opposition, if any.

- The undersigned counsel certifies as follows:
 - (1) A settlement has been reached which will be reduced to writing, executed and filed within (please check only one).
 - Thirty (30) days.
 - Forty-five (45) days.
 - Sixty (60) days.

 - (2) If a stipulation is not filed or a hearing requested within the above-stated time frame, the Court may dismiss the matter without further notice.

 - (3) Contemporaneous with the filing of this request, the undersigned has served a copy of this request upon all counsel participating in this proceeding.

Dated: _____

Attorney for _____

*No alterations or interlineations of this document are permitted. This request must be filed twenty-four (24) hours prior to the hearing.

LOCAL BANKRUPTCY FORM 9019-2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

| | | |
|-----------------------------------|---|---------------------------------------|
| | : | CHAPTER _____ |
| | : | |
| | : | CASE NO. ___-___-bk-_____ |
| | : | |
| | : | |
| Debtor(s) | : | |
| | : | |
| | : | ADVERSARY NO. ___-___-ap-_____ |
| | : | (if applicable) |
| | : | |
| | : | |
| Plaintiff(s)/Movant(s) | : | |
| vs. | : | Nature of Proceeding: _____ |
| | : | |
| | : | |
| | : | |
| Defendant(s)/Respondent(s) | : | |

REQUEST FOR MEDIATION*

CHECK ONE:

- The undersigned requests this dispute be assigned to mediation.

- The undersigned certifies that the other party or parties to the dispute join in this request.
(Check if applicable.)

Contemporaneously with the filing of this request, the undersigned has served a copy of this request upon all the parties or their respective legal counsel.

Dated: _____

Attorney for _____

*No alterations or interlineations of this document are permitted.

LOCAL BANKRUPTCY FORM 9019-3(a)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

: **CHAPTER 13**
:
:
: **CASE NO. ____ - ____ -bk- _____**
:
:
:
Debtor(s) :

**MOTION TO PARTICIPATE IN
MORTGAGE MODIFICATION MEDIATION PROGRAM**

The undersigned debtor [and joint debtor if applicable] (the “Debtor”) moves as follows:

1. Debtor seeks to participate in the Mortgage Modification Mediation Program (“MMM Program”) pursuant to L.B.R. 9019-3.
2. Debtor states the following preference for the MMM Program loss mitigation review process (check only ONE box):
 - Debtor wishes to utilize the DMM Portal, or such other portal as may be designated by the Court, (the “Portal”) for the modification process and hereby requests the concurrence of the Mortgage Creditor for use of the Portal.
 - Debtor wishes to communicate directly with the Mortgage Creditor and its counsel during the modification process and will not utilize the Portal. Debtor hereby requests the concurrence of the Mortgage Creditor to opt out of the Portal.
3. By filing this Motion, Debtor certifies as follows:
 - a. Debtor is the owner/occupant of a one- to four-unit residential property used as the Debtor’s primary residence.
 - b. Debtor has regular income.
 - c. Debtor has an unpaid principal mortgage balance that is equal to or less than \$729,750.00 (for a one-unit property).
 - d. Debtor has a mortgage payment that is not affordable due to a financial hardship that can be documented.

4. Debtor agrees to make post-petition mortgage payments to Mortgage Creditor of seventy-five percent (75%) of Debtor's current mortgage payment ("Modified Mortgage Payment").
5. The first Modified Mortgage Payment will be due and must be received by Mortgage Creditor no later than the next monthly scheduled mortgage due date (plus any grace period) after the filing of this Motion. The only exception to this requirement is if Debtor does not know the identity of Mortgage Creditor at the time the payment is due; in that event Debtor will make the Modified Mortgage Payment to Debtor's attorney to be held in trust until Mortgage Creditor is identified.
6. Debtor will continue to make the Modified Mortgage Payments to Mortgage Creditor each month until the MMM Program is concluded or a court order expressly states otherwise.
7. Debtor has filed his or her Schedules and Statement of Financial Affairs which may be relied upon by Mortgage Creditor in evaluating Debtor's mortgage loan for modification.
8. Debtor will submit a completed loss mitigation application to Mortgage Creditor as provided in L.B.R. 9019-3 within thirty (30) days of the entry of an order granting this Motion. Failure to timely submit a completed loss mitigation application may result in Debtor being removed from the MMM Program upon written motion of Mortgage Creditor.
9. By filing this Motion, Debtor understands and consents to a modification of the automatic stay imposed by § 362(a) of the Bankruptcy Code as follows:
 - a. The automatic stay is immediately modified to permit Mortgage Creditor to request information, evaluate and analyze Debtor's financial situation, and to fully participate in the mortgage modification process and negotiate loan modification terms.
 - b. In the event Debtor misses a Modified Mortgage Payment, Mortgage Creditor may file a motion for relief from the automatic stay and seek removal of Debtor from the MMM Program.
 - c. If a request for loan modification is denied, Debtor must file an amended/modified plan within twenty-one (21) days of receiving notice of the denial. The amended/modified plan must address the treatment of the pre-petition mortgage arrears and any post-petition arrears that may have accrued. If an amended/modified Chapter 13 Plan is not timely filed, Mortgage Creditor may file a motion for relief from the automatic stay. A rejection of an offered loan modification by Debtor shall

be treated as a denial for the purposes of this paragraph.

10. If a loan modification is agreed upon, Debtor will cooperate in promptly formalizing any needed legal documents and seeking any necessary court approval for the mortgage modification.
11. If within one hundred and twenty (120) days from the entry of an order admitting Debtor into the MMM Program, no motion to approve loan modification has been filed and/or no amended/modified Chapter 13 plan has been filed, Debtor agrees to file a Loss Mitigation Status Report as required by L.B.R. 9019-3(j)(4).

WHEREFORE, Debtor requests that this Court enter an order authorizing Debtor and Mortgage Creditor to enter into the MMM Program.

Dated: _____

Attorney for Debtor(s)

Dated: _____

Debtor's Signature

Dated: _____

Joint Debtor's Signature

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

: **CHAPTER 13**
:
:
: **CASE NO. ___-___-bk-_____**
:
:
:
Debtor(s) :

**NOTICE OF FILING OF MOTION TO PARTICIPATE
IN MORTGAGE MODIFICATION MEDIATION PROGRAM**

TO: _____, and its successors, assigns,
and servicing agents (“Mortgage Creditor”)

PLEASE TAKE NOTICE CONCERNING THE FOLLOWING:

On this date, Debtor filed a Motion to Participate in Mortgage Modification Mediation Program (“Motion to Participate”)

Mortgage Creditor has twenty-one (21) days from the filing of the Motion to Participate to accept or object to Debtor’s entry into the MMM Program.

If Mortgage Creditor agrees to participation, Mortgage Creditor will file a Consent to Participation in Mortgage Modification Mediation Program (“Creditor Consent Form”), L.B.F. 9019-3(b).

Prior to filing the Creditor Consent Form, the parties shall confer as to whether loss mitigation review will be done by DMM Portal, or such other portal as may be designated by the Court, (the “Portal”) or between the parties outside of the Portal. The Creditor Consent Form shall reflect the decision of the parties.

If Mortgage Creditor objects to participation, a written objection must be filed with the Court. Upon written objection, the Motion to Participate will be denied without prejudice to re-filing.

If Mortgage Creditor fails to file the Creditor Consent Form or an objection to participation within twenty (21) days, the Motion to Participate may be granted without further notice or hearing and the preference elected by Debtor as to the Portal use will govern.

Should a mediator be appointed by the Court at any point during the loss mitigation process, Debtor and Mortgage Creditor will each pay \$125.00 (the “Mediation Fee”) to the mediator no later than fourteen (14) days after appointment of the mediator. Mediators do not accept personal checks for the Mediation Fee.

Should a mediator be appointed by the Court at any point during the loss mitigation process, Debtor agrees to appear and participate in good faith in the mediation session(s). The Mediation Fee is nonrefundable regardless of the outcome of the mediation session.

Dated: _____

Attorney for Debtor(s)
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

5. If at any time during the loss mitigation review process the loan being reviewed becomes subject to a transfer to another creditor (“Substituted Creditor”), Mortgage Creditor agrees to file a Proposed Order Substituting MMM Servicer as required by L.B.R. 9019-3(c)(6) or 9019-3(d)(5), whichever is applicable. Mortgage Creditor further agrees to ensure that all loss mitigation notes, applications, and correspondence related to loss mitigation review are forwarded to Substituted Creditor.
6. If at any time during the loss mitigation review process the Court appoints a mediator as permitted under L.B.R. 9019-3(e), Mortgage Creditor agrees that a specialist from Mortgage Creditor’s mortgage modification department or other representative with full authority to settle will participate in one or more mediation sessions with Debtor for the purpose of evaluating and considering Debtor’s request for a permanent mortgage modification on Debtor’s primary residence, and that attendance of a representative will be continuous throughout the mediation. The representative may participate by telephone or video conference.
7. If a mediator is appointed, Mortgage Creditor agrees to pay \$125.00 to the mediator no later than fourteen (14) days after appointment of the mediator.
8. Mortgage Creditor agrees to engage in the loss mitigation review and mediation processes in good faith, and understands that failure to do so may result in the imposition of damages and sanctions. Mortgage Creditor understands that the goal of the MMM Program is to negotiate toward a permanent loan modification.
9. In the event a mortgage modification is agreed upon, Mortgage Creditor agrees to promptly file a motion to approve loan modification, attaching a copy of the modification agreement thereto, and to file any appropriate amendments or withdrawals of its proof of claim.

Dated: _____

Attorneys for Mortgage Creditor

under the current Order Granting Entry in MMM Program and formally transfer those duties, responsibilities, and obligations to Substituted Creditor.

After due consideration of the above, it is ORDERED that:

1. _____ (Mortgage Creditor) is relieved from any further responsibility pursuant to the Order Granting Entry in the MMM Program referred to above and that Order is VACATED as to it.

2. _____ (Substituted Creditor) is now designated as the current servicer responsible for completion of all MMM Program duties, responsibilities, and obligations previously imposed on Mortgage Creditor referred to in Paragraph 1, above. Substituted Creditor is now fully responsible for compliance with all MMM Program requirements as if originally designated in the Order Granting Entry in MMM Program in the first instance.

LOCAL BANKRUPTCY FORM 9037-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In re:

* Debtors

CHAPTER:

CASE NO. ___ - ___ -bk- _____

APPLICATION REQUESTING REDACTION OF PERSONAL INFORMATION

_____ [insert name], hereby states that the following document(s) contain personally identifiable information as defined in Fed. R. Bankr. P. 9037 and requests that these document(s) be redacted pursuant to Local Rule 9037-1:

[specifically describe the document(s) you are seeking to redact, preferably indicating the docket number. For example, Docket. No. 32, Exhibit A to Certification in Support of Motion for Relief from the Automatic Stay].

I am [check appropriate box]:

including the \$25.00 redaction fee.

requesting waiver of the redaction fee on the grounds that _____

[Specify the reason(s) you believe you should not have to pay the redaction fee. For example, "I am the debtor and am seeking to redact personal identifiers from records that were filed by a creditor in the case."]

I understand that I must serve a copy of this application on the debtor, any individual whose personal identifiers have been exposed, the case trustee (if any), and the United States trustee. I must file proof of service of this application within five (5) days of filing it with the Court.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Applicant

Date: _____, 20__

LOCAL BANKRUPTCY FORM 9074-1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

| | | |
|----------------------------|---|------------------------------------|
| | : | CHAPTER _____ |
| | : | |
| | : | CASE NO. ___ - ___ -bk- _____ |
| | : | |
| | : | |
| Debtor(s) | : | |
| | : | ADVERSARY NO. ___ - ___ -ap- _____ |
| | : | (if applicable) |
| | : | |
| | : | |
| Plaintiff(s)/Movant(s) | : | |
| vs. | : | Nature of Proceeding: _____ |
| | : | |
| | : | Pleading: _____ |
| | : | |
| | : | |
| Defendant(s)/Respondent(s) | : | Document #: _____ |

**CERTIFICATION OF CONCURRENCE FOR TELEPHONIC TESTIMONY VIA
COURTCALL**

(Certification must be received at least 2 business days before the scheduled hearing. If a certification cannot be filed timely, leave to provide telephonic testimony must be obtained from the Court.)

1. HEARING INFORMATION

Hearing Type (e.g., Motion to Dismiss, Trial) _____
Hearing Date _____ Hearing Time _____

2. WITNESSES SCHEDULED TO PROVIDE TELEPHONIC TESTIMONY

3. I hereby certify that all parties participating in the above-described hearing have concurred in the telephonic appearance of the witness(es) set forth in paragraph 2 above.

Date

Signature of certifying attorney or pro se party

Name of attorney or pro se party