UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

LOCAL BANKRUPTCY FORMS

Effective: January 1, 2005

(Modified: September 1, 2014)

TABLE OF CONTENTS

FORM 1007-1(c) – Certification of No Payment Advices pursuant to 11 U.S.C. § 521(a)(1)(B)(iv) 4

FORM 2016-1 – Summary Cover Sheet - Fees and Expenses Application 5

FORM 2016-2(a) – Rights and Responsibilities Agreement Between Chapter 13 Debtors and Their Attorneys 6

FORM 2016-2(b) – Application of Attorney for Chapter 13 Debtor for Compensation and Reimbursement of Expenses 12

FORM 2016-2(c) – Request for Payment of Chapter 13 Compensation and Expenses 14

FORM 3002.1-1 – Statement in Response to Notice of Final Cure Payment 15

FORM 3007-1 – Notice of Objection to Claim and Hearing Date 17

FORM 3015-1 – Chapter 13 Model Plan 19

FORM 3015-2(a) – Certification Regarding Service of Amended Chapter 13 Plan (Altering Treatment of Claims) 28

FORM 3015-2(b) – Certification Regarding Service of Amended Chapter 13 Plan (Altering Funding or Making Technical Amendments) 29

FORM 3015-2(c) – Certification Regarding Service of Amended Chapter 12 Plan (Altering Treatment of Claims) 30

FORM 3015-2(d) – Certification Regarding Service of Amended Chapter 12 Plan (Altering Funding or Making Technical Amendments) 31

FORM 3015-3(a) – Chapter 13 Debtor's Pre-Confirmation Certification of Compliance with Post Petition Domestic Support and Prepetition Tax Return Filing Obligations 32

FORM 3015-3(b) – Certification Regarding Domestic Support Objection(s) 33

FORM 3015-3(c) – Chapter 12 Individual Debtor's Pre-Confirmation Certification of Compliance with Post Petition Domestic Support Obligations 34

FORM 3015-5 – Chapter 13 Debtor's Certification Regarding Domestic Support Obligations and 11 U.S.C. § 522(q) 35

FORM 3015-6 – Chapter 12 Debtor's Certification Regarding Domestic Support Obligations and 11 U.S.C. § 522(q) 36

FORM 3017-1 – Certification Regarding Amended Disclosure Statement 38

FORM 3018-1 – Section 1126 Ballot Report Form 39

FORM 3019-1 – Certification Regarding Amended Plan of Reorganization 40

FORM 3020-1 – Chapter 11 Individual Debtor's Pre-Confirmation Certification of Compliance with Post Petition Domestic Support Obligations 41

FORM 4001-1 – Post-Petition Payment History 42

FORM 4008-1(a) – Reaffirmation Agreement 44

FORM 9004-1 – Contested Matter Caption 53

FORM 9004-2 – Adversary Proceeding Caption 54

FORM 9013-3 – Request to Continue Hearing/Trial with Concurrence 55

FORM 9019-1 – Request to Remove from the Hearing/Trial List 56

FORM 9019-2 – Request for Mediation 57

FORM 9019-3(a) – Notice of Motion and Motion to Participate in Mortgage Modification Mediation Program 58

FORM 9019-3(b) – Consent to Motion to Participate in Mortgage Modification Mediation Program 63

FORM 9019-3(c) – Order to Participate in Mortgage Modification Mediation 65

FORM 9019-3(d) – Debtor's Certification of Readiness for Mediation 67

FORM 9074-1 – Certification of Concurrence for Telephonic Testimony via CourtCall 68

LOCAL BANKRUPTCY FORM 1007-1(c)

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

IN RE:

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

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:

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

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

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

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), being paid through a Chapter 13 plan and reimbursement of expenses. Complete **Part B** for payment of compensation and reimbursement of expenses awarded by separate 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	$
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 LBR 2016-2(a)	
1. Retainer received	$
2. Compensation earned prepetition and paid to attorney prior to filing petition	$
3. Expenses reimbursed prepetition	$
4. Balance in retainer after deduction of prepetition compensation and expenses	$
5. Compensation and expenses approved by the Court 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 3002.1-1

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

In re: _____ CHAPTER 13
CASE NO. __-____-bk-_____

STATEMENT IN RESPONSE TO NOTICE OF FINAL CURE PAYMENT

Part 1:Pre-Petition Arrears

Creditor ☐ agrees or ☐ does not agree that the debtor(s) has paid in full the amount required to cure the pre-petition default to be paid through the Chapter 13 Plan.

If creditor disagrees:

Amount due to cure pre-petition arrears: $_____

Attach an itemized account of any required pre-petition amounts that the secured creditor contends remain unpaid as of the date of the *Notice of Final Cure Payment*.

Part 2:Post-Petition Arrears

***Outside the plan*:** Creditor ☐ agrees or ☐ does not agree that the debtor(s) has paid all post-petition amounts due to be paid outside the Chapter 13 Plan directly to the secured creditor.

If the creditor disagrees:

Amount due to cure post-petition arrears due outside the plan: $_____

Attach an itemized account of any required post-petition amounts that the secured creditor contends remain unpaid as of the date of the *Notice of Final Cure Payment*.

***Inside the plan*:** Creditor ☐ agrees or ☐ does not agree that the debtor(s) has paid all post-petition amounts due to be paid through the Chapter 13 Plan.

If the creditor disagrees:

Amount due to cure post-petition arrears due inside the plan: $_____

Attach an itemized account of any required post-petition amounts that the secured creditor contends remain unpaid as of the date of the *Notice of Final Cure Payment*.

Part 3: Sign Here

The person completing this Statement must sign it. Please print your name and other identifying information.

Check the appropriate box.

☐ I am the creditor.

☐ I am the creditor's authorized agent. (Attach a copy of power of attorney, if any.)

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

_____ Date: _____
Signature

Print: _____ _____
Name Title

_____
Company

_____
Address

_____

_____ _____
Phone Email

Part 4: Service

Statement in Response to Notice of Final Cure Payment mailed to:

Debtor(s) (address):_____

Debtor(s)' Counsel:

☐ Via CM/ECF
☐ Via email (email address):_____
☐ Via US Mail (address):_____

Trustee:

☐ Via CM/ECF

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)	:	
	:	
	:	
	:	
	:	
	:	
Objector	:	
v.	:	
	:	
	:	
	:	
	:	
	:	
Claimant	:	

TO: _____ ("Claimant")

NOTICE OF OBJECTION TO CLAIM AND HEARING DATE

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

Your claim may be reduced, modified, or eliminated. You should read 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 your claim, you or your lawyer must attend the hearing on the objection, scheduled to be held:

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

If you or your attorney do not attend the hearing on the objection, the court may decide that you do not oppose the objection to your claim.

_____
Attorney for Objector

_____
(Address)
_____
_____
_____
(Phone)
_____
(Facsimile)
_____
(Email)
_____
(Attorney ID No.)

Date of Notice: _____

Rev. 09/01/14

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

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 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.

( ) $_____ 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.

(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.

Name of Creditor	Reason for Special Classification	Amount of Claim	Interest Rate	Total Payment
		$	%	$
		$	%	$

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

Rev. 09/01/14

LOCAL BANKRUPTCY FORM 3015-2(a)

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

IN RE:

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

CERTIFICATION REGARDING SERVICE OF AMENDED CHAPTER 13 PLAN
(Altering Treatment of Claims)

The undersigned, counsel for the above-captioned Debtor(s), hereby certifies that the _____ Amended Chapter 13 Plan filed on _____ proposes to alter the treatment of the claims of the following creditors included in the confirmed Chapter 13 Plan:

_____

I further certify that notice of the filing of the _____ Amended Chapter 13 Plan has been served on the above listed creditors and the Chapter 13 trustee, as evidenced by the attached certificate of service, and that no other party, other than the creditors listed above, will be affected by the provisions of the _____ Amended Chapter 13 Plan.

_____
Counsel for Debtor(s)

Dated: _____

LOCAL BANKRUPTCY FORM 3015-2(b)

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

IN RE:

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

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 3015-2(c)

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

IN RE:

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

CERTIFICATION REGARDING SERVICE OF AMENDED CHAPTER 12 PLAN
(Altering Treatment of Claims)

The undersigned, counsel for the above-captioned Debtor(s), hereby certifies that the _____ Amended Chapter 12 Plan filed on _____ proposes to alter the treatment of the claims of the following creditors included in the confirmed Chapter 12 Plan:

_____

I further certify that notice of the filing of the _____ Amended Chapter 12 Plan has been served on the above listed creditors and the Chapter 12 trustee, as evidenced by the attached certificate of service, and that no other party, other than the creditors listed above, will be affected by the provisions of the _____ Amended Chapter 12 Plan.

_____
Counsel for Debtor(s)

Dated: _____

LOCAL BANKRUPTCY FORM 3015-2(d)

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

IN RE:

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

CERTIFICATION REGARDING SERVICE OF AMENDED CHAPTER 12 PLAN
(Altering Funding or Making Technical Amendments)

The undersigned, counsel for the above-captioned Debtor(s), hereby certifies that the _____ Amended Chapter 12 Plan filed on _____ proposes to alter the funding of, or to make technical amendments to, the Chapter 12 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 12 Plan has been served on the Chapter 12 trustee, and because none of the claims provided for in the plan will be affected by the provisions of the _____ Amended Chapter 12 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 3015-3(b)

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

IN RE:

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

CERTIFICATION REGARDING
DOMESTIC SUPPORT OBLIGATION(S)

If there are domestic support obligation claims in a case, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 requires the trustee to provide written notice to the holder of the claim and to the applicable state child support enforcement agency. In order for the trustee to comply with the Act, the Debtor/Obligor must complete the following information and verify the information is true and correct by signing at the bottom of this form.

1. Name of Domestic Support Obligee

   Claim Holder _____
   Last Name First Middle Initial

2. Address of Domestic Support Obligee

   Claim Holder _____
   Street City

   _____
   County State Zip

3. Telephone Number of Domestic Support Obligee

   Claim Holder _____
   (Area Code) Phone Number

4. If you are paying a Domestic Support Obligation pursuant to a Court Order, provide the following:

   _____
   Name of Court

   _____
   Address of Court

   _____
   Docket Number PACSES Number

The undersigned hereby certifies that the foregoing statements are true and correct under penalty of perjury.

DATED: _____ BY: _____
Debtor

LOCAL BANKRUPTCY FORM 3015-3(c)

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 PRE-CONFIRMATION CERTIFICATION OF COMPLIANCE WITH POST PETITION DOMESTIC SUPPORT 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. § 1225(a)(7).

3. 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

Rev. 03/01/13

LOCAL BANKRUPTCY FORM 3015-5

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 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. § 1328(a), 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 13 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. § 1328(h), 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 § 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 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:		
	:	**CHAPTER ____**
	:	
	:	**CASE NO. __-____-bk-_____**
	:	
	:	
Debtor(s)	**:**	

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							
CLASS II							
CLASS III							
CLASS IV							

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:

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

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 3020-1

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

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

CHAPTER 11 INDIVIDUAL DEBTOR'S PRE-CONFIRMATION CERTIFICATION OF COMPLIANCE WITH POST PETITION DOMESTIC SUPPORT 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. § 1129(a)(14).

3. 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 4001-1

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

IN RE:

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

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 _____)

Payment amount due	Date payment was due	Date payment was received	Amount received	Check number	How payment was applied (mo./yr.)

[Continue on attached sheets if necessary]

TOTAL NUMBER OF POST-PETITION PAYMENTS PAST DUE: _____as of _____.

TOTAL AMOUNT OF POST-PETITION ARREARS: _____ as of _____.

Dated: _____

_____
Mortgage Company

_____
(Print Name and Title)

(2)

☐ **Presumption of Undue Hardship**

☐ **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.]

☐ Part A; Disclosures, Instructions, and Notice to Debtor (pages 1–5)

☐ Part B: Reaffirmation Agreement

☐ Part C: Certification by Debtor's Attorney

☐ Part D: Debtor's Statement in Support of Reaffirmation Agreement

☐ Part E: Motion for Court Approval

*[**Note:** Complete Part E only if debtor was not represented by an attorney during the course of negotiating this 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 al 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.

Item or Type of Item	Original Purchase Price or Original Amount of Loan

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. <u>If the creditor is not a Credit Union</u> 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. <u>If the creditor is a Credit Union</u> 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:

_____
(Print Name)

_____
(Signature)

Date: _____

Co-borrower, if also reaffirming these debts:

_____
(Print Name)

_____
(Signature)

Date: _____

Accepted by creditor:

_____
(Print Name of Creditor)

_____
(Address of Creditor)

_____
(Signature)

_____
(Printed name and Title of Individual Signing for Creditor)

Date of creditor acceptance:

_____

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)

_____ Date: _____
(Joint Debtor, if any)

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: _____

Rev. 09/01/14

LOCAL BANKRUPTCY FORM 9004-1
[Contested Matter Caption]

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

IN RE:		
	:	**CHAPTER ____**
JOHN DOE	**:**	
	:	
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

Rev. 09/01/14

LOCAL BANKRUPTCY FORM 9004-2
[Adversary Proceeding Caption]

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

IN RE:	:	
	:	**CHAPTER _____**
JOHN DOE	:	
	:	**CASE NO. __-___-bk-_____(judge's initials)**
Debtor(s)	:	
	:	
XYZ MORTGAGE CO.	:	
Plaintiff	:	
	:	**COMPLAINT TO DETERMINE**
vs.	:	**DISCHARGEABILITY OF DEBT**
	:	
JOHN DOE	:	
Defendant	:	**ADVERSARY NO. __-___-ap-_____**

MOTION OF XYZ MORTGAGE CO. FOR SUMMARY JUDGMENT

Rev. 09/01/14

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 CONCURRENCE[1]

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)	:	

NOTICE OF MOTION AND MOTION TO PARTICIPATE IN
MORTGAGE MODIFICATION MEDIATION PROGRAM

To: _____ and its successors, assigns and servicing agents ("mortgage creditor"), please take notice:

The undersigned debtor [and joint debtor if applicable] (the "Debtor") files this Motion seeking to enter into a mortgage modification agreement through the Court's sanctioned Mortgage Modification Mediation Program ("MMM Program").

The mortgage creditor has twenty-one (21) days from the filing of this Motion to accept or object to entry into the MMM Program. If the mortgage creditor agrees to participation, the mortgage creditor will file a Consent to Motion to Participate in Mortgage Modification ("Creditor Consent Form"), L.B.F. 9019-3(b). If the mortgage creditor objects to participation, a written objection must be filed with court. Upon written objection, the Motion to Participate will be denied without prejudice to re-filing. A Motion to Participate may only be re-filed after an objection by the mortgage creditor, if filed with the written concurrence of the mortgage creditor.

If the mortgage creditor fails to file the Creditor Consent Form or an objection to participation within twenty (21) days, the Motion to Participate will be dismissed without prejudice to re-filing.

The Debtor hereby moves the Court for authority to enter into the MMM Program. By this Motion, the Debtor agrees and certifies as follows:

Eligibility

1. The Debtor is the owner-occupant of a one- to four-unit residential property used as the Debtor's primary residence.

2. The Debtor has regular income.

3. The Debtor has an unpaid principal mortgage balance that is equal to or less than $729,750.00 (for a one-unit property).

4. The Debtor has a mortgage payment that is not affordable due to a financial hardship that can be documented.

Participation Requirements

5. The Debtor agrees to make post-petition mortgage payments to the mortgage creditor of seventy-five percent (75%) of the Debtor's current mortgage payment (the "Modified Mortgage Payment").

6. The first Modified Mortgage Payment will be due and must be received by the 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 the Debtor does not know the identity of the mortgage creditor at the time the payment is due; in that event the Debtor will make the Modified Mortgage Payment to the Debtor's attorney to be held in trust until the mortgage creditor is identified.

7. The Debtor will continue to make the Modified Mortgage Payments to the mortgage creditor each month until the MMM Program is concluded or an Order of the Court expressly states otherwise.

8. The Debtor has filed the Schedules and Statement of Financial Affairs which may be relied upon by the mortgage creditor in evaluating the Debtor's loan for modification. The Debtor will provide the mortgage creditor with the following documents:
   (A) Signed copies of the state and federal tax returns filed in the past two (2) years; and

   (B) All payment advices received within the last sixty (60) days of the date of this Motion.

9. The Debtor will provide the mortgage creditor with all other reasonably requested financial records no later than twenty-one (21) days after the creditor files the Creditor Consent Form.

10. The Debtor and the 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.

11. The Debtor agrees to appear and participate in good faith in the mediation sessions. The Mediation Fee is nonrefundable even if the Debtor does not appear or does not agree with the outcome of the mediation session.

Agreed Modification of the Automatic Stay

The Debtor understands, agrees and consents to a Court order modifying the automatic stay as follows:

12. The automatic stay is immediately modified as of the date of this Motion to permit the mortgage creditor to request information, evaluate and analyze the Debtor's financial situation, participate in the mortgage modification process and negotiate loan modification terms.

13. Debtor agrees that in the event Debtor misses one of the modified mortgage payments, the mortgage creditor may file a Motion for Relief from the Automatic Stay and seek removal of the debtor from the MMM Program.

14. If no agreement is reached as a result of the mediation, unless the creditor expressly agrees to extend the time or the Court orders otherwise, the Debtor shall file a modified plan within 21 days of the filing of the Mediator's report to address the treatment of the pre-petition mortgage arrears and any post-petition arrears that may have accrued. If an amended Chapter 13 Plan is not filed, the mortgage creditor may file a Motion for Relief from the Automatic Stay.

Mediation Conclusion

15. The MMM Program will conclude no later than sixty (60) days after a mediator is selected, unless the mediator changes the date and time for the mediation session. In any event, the mediation session must place within seventy-five (75) days of the date of the order of referral. Any continuance of the session beyond seventy-five (75) days must be approved by the court. At that conclusion of the mediation session, the Mediator will issue a report to the Court.

No Modification Agreement Reached

16. If the Mediator's report advises that no agreement was reached, the Debtor and mortgage creditor can agree to extend the deadline for the parties to attempt to reach agreement. The extension agreement must be in writing, and filed with the Court.

17. If no such extension agreement is filed within seven (7) days of the Mediator's report, then the Debtor will have fourteen (14) additional days (twenty-one (21) days after the

filing of the mediator's report) to file a modified, feasible plan. Failure to file a modified feasible plan within this deadline may be grounds for the mortgage creditor to file a Motion for Relief.

Mortgage Modification Agreement Reached

18. If a modification is agreed upon, the Debtor will cooperate in promptly formalizing any needed legal documents and seek any necessary court approval for the mortgage modification.

WHEREFORE, the Debtor requests that the Court enter an Order authorizing the Debtor and the mortgage creditor to enter into the MMM Program.

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)	**:**	

<u>CERTIFICATE OF SERVICE</u>

The Debtor's attorney certifies that on _____ (date), I served, or caused to be served, a copy of the **NOTICE OF MOTION AND MOTION TO PARTICIPATE IN MORTGAGE MODIFICATION MEDIATION PROGRAM** by (describe method of service) on the mortgage creditor, its counsel (if known), and the Chapter 13 Trustee at the following addresses:

LOCAL BANKRUPTCY FORM 9019-3(b)

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

IN RE:

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

CONSENT TO MOTION TO PARTICIPATE IN
MORTGAGE MODIFICATION MEDIATION PROGRAM

_____ (the "mortgage creditor") consents to the Debtor's Motion to participate in the Mortgage Modification Mediation Program ("MMM Program").

1. The current monthly mortgage payment is _____, and seventy-five percent (75%) of same is _____.

2. Attached hereto is a checklist of documents, in addition to the bankruptcy schedules, last two years' signed tax returns and last sixty 60 days' payment advices, that are needed to evaluate the Debtor's request for a mortgage modification. (If no checklist is attached, no additional documents are needed).

3. By this Consent, the mortgage creditor agrees that a specialist from the mortgage creditor's mortgage modification department or other representative with full authority to settle will participate in one or more mediation sessions with the Debtor for the purpose of evaluating and considering the Debtor's request for a permanent mortgage modification on the 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.

4. The mortgage creditor agrees to pay $125.00 to the Mediator no later than fourteen (14) days after appointment of the Mediator.

5. The mortgage creditor agrees to engage in the mediation process in good faith, and understands that failure to do so may result in the imposition of damages and sanctions. The mortgage creditor understands that the goal of the MMM Program is to negotiate toward a permanent loan modification.

6. In the event a mortgage modification is agreed upon, the mortgage creditor agrees to promptly prepare any necessary documents and to file any appropriate amendments or withdrawals of its proof of claim.

Dated:_____ _____
Attorneys for mortgage creditor

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

IN RE:

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

<u>CERTIFICATE OF SERVICE (OR AFFIDAVIT OF MAILING)</u>

The mortgage creditor's attorney certifies that on _____ (date), I served, or caused to be served, a copy of the Consent to Motion to Participate in Mortgage Modification Mediation Program by (describe method of service) on the Debtor, Debtor's counsel, and the Chapter 13 Trustee at the following addresses:

LOCAL BANKRUPTCY FORM 9019-3(c)

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

IN RE:

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

ORDER

The above-named debtor(s) (the "Debtor") and _____ (the "mortgage creditor") having consented to participate in the Mortgage Modification Mediation Program ("MMM Program"), IT IS THEREFORE ORDERED:

1. On or before _____, the Debtor will provide the following documents (the "Documents") to the mortgage creditor: (1) signed copies of the Debtor's state and federal tax returns for the last two (2) years; (2) copies of the Debtor's payment advices for the last sixty (60) days; and (3) any other documents requested by the mortgage creditor, as shown on the checklist attached to the mortgage creditor's Consent to Motion to Participate in Mortgage Modification Mediation Program.

2. Upon completion of delivery of the Documents, the Debtor will file Debtor's Certification of Readiness for Mediation."

3. Promptly after filing of the Debtor's Certification of Readiness for Mediation, the Clerk will select a mediator from this Court's list of approved mediators, and notify the parties and the Mediator of the appointment.

4. Promptly after receiving the notice of appointment, the Mediator will contact the parties and schedule the mediation session. The mediation sessions may include the negotiation of a modification of the debtor's mortgage loan, whether by new payment terms, reduction or forgiveness of principal, interest, escrow shortage, advanced costs, (e.g. real estate tax advance), surrender or sale of the mortgaged property or otherwise. Disputes concerning the amount of the mortgage creditor's claim, application of payments, and standing of the mortgage creditor to seek foreclosure are not included in the MMM Program.

5. No later than fourteen (14) days after appointment of the Mediator, the Debtor and the mortgage creditor will pay, directly to the Mediator, the sum of $125.00 each. The Debtor's personal check will not be accepted. The mediation fee is nonrefundable.

6. A specialist from the mortgage creditor's mortgage modification department or other representative with **full authority to settle** will participate in one or more mediation sessions. The mortgage creditor is advised that the goal of the MMM program is a permanent modification. Attendance

of a representative will be continuous throughout the mediation. The representative may participate by telephone or video conference.

7. All statements made by the parties, attorneys and other participants at or associated with the mediation shall be privileged and not reported, recorded or placed into evidence, made known to the court or construed for any purposes as an admission. No party shall be bound by any statement made or action taken at the mediation conference unless an agreement is reached. The mediator will keep confidential all statements made at the mediation and will report to the Court only whether or not the mediation was successful.

8. The automatic stay is modified, to the extent necessary, to allow the Debtor and the mortgage creditor to negotiate loan modification terms during the pendency of this case.

9. The Debtor will comply with all payment terms in the Motion to Participate in Mortgage Modification Mediation Program. **Failure to comply with all payment terms may result in a Motion for Relief.**

10. All parties are directed to comply with the express terms of the Order and to engage in the mediation process in good faith. Failure to do so may result in the imposition of damages and sanctions.

11. The Debtor and the mortgage creditor are directed to promptly take all necessary and appropriate actions to formalize the modification, including filing an amendment to or withdrawal of the mortgage creditor's claim, and/or filing a modified plan.

LOCAL BANKRUPTCY FORM 9019-3(d)

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

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

DEBTOR'S CERTIFICATION OF READINESS FOR MEDIATION

Pursuant to the Notice of Motion and Motion to Participate in Mortgage Modification Mediation Program, the undersigned attorney for the Debtor hereby certifies that all requested documents have been provided to the mortgage creditor (or its attorney), and that this case is ready for appointment of a Mediator.

Dated: _____

_____
Name and Address of Debtor's attorney

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