

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
(ABILENE, AMARILLO, LUBBOCK, SAN ANGELO, WICHITA FALLS) DIVISION

In re: _____ Case No: _____
_____ Date: _____
* Chapter: 13
Debtor(s) * Last 4 # EIN: _____
* Phone No: _____ Judge: _____

DEBTOR'S(S)' _____ CHAPTER 13 PLAN AND MOTION FOR VALUATION

**SECTION I
DEBTOR'S(S)' CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 12-1-15**

NON-STANDARD LANGUAGE

__ This Plan DOES NOT contain Non-Standard language.

__ This Plan contains the following Non-Standard language: _____

LANGUAGE IN BOLD FACE TYPE IN THIS PLAN SHALL BE AS DEFINED IN THE "GENERAL ORDER CONCERNING CHAPTER 13 CASES" AND AS IT MAY BE SUPERSEDED OR AMENDED ("GENERAL ORDER"). ALL PROVISIONS OF THE GENERAL ORDER SHALL APPLY TO THIS PLAN AS IF FULLY SET OUT HEREIN.

A. PLAN PAYMENTS DEBTOR(S) PROPOSES TO PAY TO THE TRUSTEE THE SUM OF:

\$ _____ PER MONTH: MONTHS __ TO __

FOR A TOTAL OF \$ _____ (ESTIMATED "BASE AMOUNT")

FIRST PAYMENT IS DUE _____.

THE UNSECURED CREDITORS' POOL, AS
ESTIMATED BY THE DEBTOR, SHALL BE NO LESS
THAN \$ _____

THE APPLICABLE COMMITMENT PERIOD IS
____ MONTHS.

Debtor's equity in non-exempt property as estimated by
Debtor is: \$ _____.

B. ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the plan, if any, are
\$ _____ and shall be paid in full prior to disbursements to any other creditor.

2. **TRUSTEE FEES AND NOTICING FEES** Trustee fees and Noticing Fees shall
be paid in accordance with the General Order 2014-04 (as it may be superseded or amended) and 28
U.S.C. 586(e)(1) and (2).

3. **DOMESTIC SUPPORT OBLIGATIONS:** Pre-petition Domestic Support
Obligations per Schedule "E/F" shall be paid the following monthly payments:

<u>DSO CLAIMANT(S)</u>	<u>SCHEDULED AMOUNT(S)</u>	<u>TERM (APPROXIMATE)</u>	<u>TREATMENT</u> (MONTHS__TO__)	\$ _____ PER MO.
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C. ATTORNEY FEES: To *****, TOTAL: \$*****; \$***** PRE-PETITION; \$*****
THROUGH TRUSTEE.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>SCHED. ARR. AMT</u>	<u>DATE ARR. THROUGH</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS__TO__)	<u>TREATMENT</u>
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D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS	CURRENT POST-PETITION	FIRST CONDUIT PAYMENT
	PAID BY TRUSTEE	MORTGAGE PAYMENT AMOUNT	DUE DATE (MM-DD-YY)

D.(3) POST-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>TOTAL AMT.</u>	<u>DUE DATE(S)</u> (MM-DD-YY)	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS __ TO __)	<u>TREATMENT</u>
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E.(1) SECURED CREDITORS-PAID BY THE TRUSTEE:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS __ TO __)	<u>TREATMENT</u>
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TO THE EXTENT THE VALUE AMOUNT IN E.(1) IS LESS THAN THE SCHEDULED AMOUNT IN E.(1), THE CREDITOR MAY OBJECT. IN THE EVENT A CREDITOR OBJECTS TO THE TREATMENT PROPOSED IN PARAGRAPH E. (1), THE DEBTOR RETAINS THE RIGHT TO SURRENDER THE COLLATERAL TO THE CREDITOR IN SATISFACTION OF THE CREDITOR'S CLAIM.

ABSENT SUCH OBJECTION, THE CREDITOR(S) LISTED IN "E(1)" SHALL BE DEEMED TO HAVE "ACCEPTED" THE PLAN PER SECTION 1325(a)(5)(A) OF THE BANKRUPTCY CODE AND WAIVED ITS OR THEIR RIGHTS UNDER SECTION 1325(a)(5)(B) AND (C) OF THE BANKRUPTCY CODE.

E.(2)-SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE—NO CRAM DOWN:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS TO)</u>	<u>TREATMENT</u>
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THE VALUATION OF COLLATERAL SET OUT IN E(1) AND THE INTEREST RATE TO BE PAID ON THE ABOVE SCHEDULED CLAIMS IN E(1) AND E(2) WILL BE FINALLY DETERMINED AT CONFIRMATION. THE ALLOWED CLAIM AMOUNT WILL BE DETERMINED BASED ON A TIMELY FILED PROOF OF CLAIM AND THE TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC").

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>TREATMENT</u>
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UPON CONFIRMATION, TITLE TO THE COLLATERAL SHALL VEST IN THE CREDITOR PURSUANT TO 11 U.S.C. 1322(b)(9) AS PAYMENT OF CREDITOR'S ALLOWED SECURED CLAIM PURSUANT TO 11 U.S.C. 1322(b)(8).

THE VALUATION OF COLLATERAL IN F. WILL BE FINALLY DETERMINED AT CONFIRMATION. THE ALLOWED CLAIM AMOUNT WILL BE DETERMINED BASED ON A TIMELY FILED PROOF OF CLAIM AND THE TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC").

THE AUTOMATIC STAY WILL TERMINATE AS TO COLLATERAL LISTED IN THIS PARAGRAPH F. UPON FILING HEREOF UNLESS OTHERWISE PROVIDED IN THE GENERAL ORDER. BUT NOTHING IN THIS PLAN SHALL BE DEEMED TO ABROGATE ANY APPLICABLE NON-BANKRUPTCY CONTRACT RIGHTS OF THE DEBTOR(S).

G. SECURED CREDITORS-PAID DIRECT BY DEBTOR

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>
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H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM (APPROXIMATE)</u> (MONTHS __ TO __)	<u>TREATMENT</u>
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I. SPECIAL CLASS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM (APPROXIMATE)</u> (MONTHS __ TO __)	<u>TREATMENT</u>
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JUSTIFICATION: _____

J. UNSECURED CREDITORS

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>COMMENT</u>
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TOTAL SCHEDULED UNSECURED: _____ \$

The Debtor's ESTIMATED (but not guaranteed) payout to unsecured creditors based on scheduled amount is _____%.

GENERAL UNSECURED CLAIMS WILL NOT RECEIVE ANY PAYMENT UNTIL AFTER THE ORDER APPROVING THE TRCC BECOMES FINAL AND ALL ADMINISTRATIVE, SECURED, PRIORITY AND SPECIAL CLASS CLAIMS HAVE BEEN PAID CURRENT ON ANY MONTHLY PAYMENTS.

ALLOWED GENERAL UNSECURED CLAIMS MAY RECEIVE A PRO-RATA SHARE OF THE UNSECURED CREDITORS' POOL, BUT NOT LESS THAN THE 11 U.S.C. §1325(a)(4) AMOUNT SHOWN IN SECTION 1 "A" ABOVE LESS ALLOWED ADMINISTRATIVE AND PRIORITY CLAIMS, AFTER THE TRCC BECOMES FINAL.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

<u>§365 Party</u>	<u>ASSUME/REJECT</u>	<u>CURE AMOUNT</u>	<u>TERM (APPROXIMATE)</u>	<u>TREATMENT</u>
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L. CLAIMS TO BE PAID:

“TERM (APPROXIMATE)” SHOWN HEREIN GIVES THE ESTIMATED NUMBER OF MONTHS FROM THE PETITION DATE REQUIRED TO FULLY PAY THE ALLOWED CLAIM. IF *ADEQUATE PROTECTION PAYMENTS* HAVE BEEN AUTHORIZED AND MADE, THEY WILL BE APPLIED TO PRINCIPAL AS TO UNDER-SECURED AND FULLY-SECURED CLAIMS AND ALLOCATED BETWEEN INTEREST AND PRINCIPAL AS TO OVER-SECURED CLAIMS

PAYMENT PURSUANT TO THIS PLAN WILL ONLY BE MADE ON ALLOWED SECURED, ADMINISTRATIVE, PRIORITY, AND UNSECURED CLAIMS THAT HAVE BEEN ALLOWED OR, PRE-CONFIRMATION, THAT THE DEBTOR HAS AUTHORIZED IN A FILED AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS.

**SECTION II
DEBTOR'S(S) CHAPTER 13 PLAN -- GENERAL PROVISIONS
FORM REVISED 12-14-15**

A. SUBMISSION OF DISPOSABLE INCOME

Debtor(s) hereby submit their future earnings or other future income to pay to the Trustee the **BASE AMOUNT**.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY FEES AND NOTICING FEES

The Administrative Expenses of the Trustee shall be paid in full pursuant to 11 U.S.C. Sec 105(a), 503(b), 1326(b)(2), and 28 U.S.C. Sec 586(e)(1)(B). The Trustee is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES

Debtor's(s') Attorney Fees totaling the amount indicated in Section I Part "C", shall be paid by the Trustee in the amount shown as “through Trustee”, pursuant to this Plan and the Debtor's(s') Authorization for Adequate Protection Disbursements.

D.(1) PRE-PETITION MORTGAGE ARREARAGE

The Pre-Petition **Mortgage Arrearage** shall be paid by the Trustee in the allowed pre-petition arrearage amount and at the Annual Percentage rate of interest indicated in Section I, Part "D(1)" herein. To the extent interest is provided, interest will be calculated from the date of the Petition. The principal balance owing upon confirmation of the Plan on the allowed pre-petition **Mortgage Arrearage** amount shall be reduced by the total of adequate protection paid less any interest (if applicable) made to the respective creditor by the Trustee. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE.

Current Post-petition Mortgage Payments(s) shall be paid by the Trustee as indicated in Section I, Part D(2) herein, or as otherwise provided in the General Order.

The **Current Post-Petition Mortgage Payment(s)** indicated in Section I, Part "D(2)" reflects what the Debtor believes is the periodic payment amount owing to the Mortgage Lender as of the date of the filing of this Plan. The **Current Post-Petition Mortgage Payment(s)** may be adjusted by the Trustee to conform to the amount stated in any Proof of Claim filed by the **Mortgage Lender**, without an Order of the Court. Upon written notice by the Mortgage Lender to the Trustee, Debtor(s), and Debtor's(s') attorney pursuant to Bankruptcy Rule 3002.1 of any payment changes caused by variable interest rate or escrow changes, the Trustee is authorized to automatically change the amount of the **Post-Petition Mortgage Payment(s)**, and the **Plan** shall be deemed modified. The Debtor(s) will adjust their **Plan Payment** and **Plan Base** accordingly with changes to the **Current Post-Petition Mortgage Payment(s)** inclusive of the Trustee Percentage Fees, and the Trustee is authorized to automatically amend any Wage Withholding Directive.

Payments received by the Trustee for payment of the Debtor's **Current Post-Petition Mortgage Payment(s)** shall be deemed adequate protection to the creditor.

DEBTOR(S) SHALL RESUME MAKING THE CURRENT POST-PETITION MORTGAGE PAYMENTS REQUIRED BY THEIR CONTRACT ON THE DUE DATE FOLLOWING THE DATE SPECIFIED IN THE TRUSTEE'S RECORDS AS THE DATE THROUGH WHICH THE TRUSTEE MADE THE LAST CURRENT MORTGAGE PAYMENT.

Unless otherwise ordered by the Court, if a conduit Debtor is current on his/her payments or the payment due pursuant to any wage directive, the **Mortgage Lender** shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE

The **Post-Petition Mortgage Arrearage** shall be paid by the Trustee in the allowed amount, and at the Annual Percentage rate of interest indicated in Section I, Part "D.(3)" herein. To the extent interest is provided, interest will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE

The claims listed in Section I, Part "E(1)" shall be paid by the Trustee as "SECURED" to the extent of the lesser of the ALLOWED Claim Amount (per a timely filed Proof of Claim not objected to by a party in interest), or the VALUE as shown of the collateral. Any amount claimed in excess of the VALUE shall automatically be "split" and treated as unsecured as indicated in Section I, Part "H" or "J", per 11 U.S.C. Sec 506(a). Such creditors shall retain their liens on the collateral described in

Section I, Part “E(1)” until the earlier of the payment of the underlying debt determined under non-bankruptcy law or the discharge under Section 1328, and shall receive interest at the Annual Percentage rate indicated from the date of confirmation hereof, or if the VALUE shown is greater than the ALLOWED Claim Amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection paid less any interest (if applicable) paid to the respective creditor by the Trustee.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE—NO CRAM DOWN

Claims in Section I, Part "E(2)" are either debts incurred within 910 days of the Petition Date secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor or, debts incurred within one year of the Petition Date secured by any other thing of value.

The claims listed in Section I, Part “E(2)” shall be paid by the Trustee as “SECURED” to the extent of the “ALLOWED AMOUNT” (per timely filed Proof of Claim not objected to by a party in interest.) Such creditors shall retain their liens on the collateral described in Section I, Part “E(2)” until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under Section 1328 and shall receive interest at the Annual Percentage rate indicated from the date of the Petition. The principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection paid less any interest (if applicable) paid to the respective creditor by the Trustee.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL

The claims listed in Section I, Part "F" shall be satisfied as 'SECURED' to the extent of the VALUE of the collateral, as shown, by SURRENDER of the collateral by the Debtor(s) on or before Confirmation. Any amount claimed in excess of the VALUE of the collateral as shown, to the extent it is allowed, shall be automatically "split" and treated as indicated in Section I, Part "H" or "J" per 11 U.S.C. Sec 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S)

All secured claims listed in Section I, Part "G" shall be paid 'DIRECT' by the Debtor(s) in accordance with the terms of their agreement or statute, unless otherwise provided in Section I “NON-STANDARD LANGUAGE”.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS

Failure to object to confirmation of this Plan shall not be deemed “acceptance” of the “SCHED AMT.” shown in Section I Part “H” hereof. The claims listed in Section I, Part “H” shall be paid their allowed amount by the Trustee in full as Priority, without interest, at the monthly amount or pro rata, as indicated.

I. CLASSIFIED UNSECURED CLAIMS

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

General unsecured claims may be paid concurrently with secured, priority and classified unsecured claims so long as each secured, priority, and classified unsecured creditor is receiving not less than its monthly installment as provided herein. If the indicated monthly amount is insufficient to fully pay the monthly payment provided for such allowed secured, priority or classified unsecured claim(s) respectively, the Trustee shall pay the claims in the order set out in Section U below.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

As provided in Section 1322(b)(7) of the Bankruptcy Code, the Debtor(s) assumes or rejects the executory contracts or unexpired leases with the parties as indicated in Section I, Part “K”.

Assumed lease and executory contract arrearage amounts shall be paid by the Trustee as indicated in Section I, Part “K”.

L. CLAIMS TO BE PAID

See Section I, Part “L” of the Plan.

M. ADDITIONAL PLAN PROVISIONS

Any additional plan provisions shall be set out in Section I “NON-STANDARD LANGUAGE”.

N. POST-PETITION CLAIMS

Claims filed under Section 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor will modify this Plan.

O. LATE FILED CLAIMS AND CLAIMS NOT FILED

Allowed late filed unsecured claims on pre-petition debt shall be paid pro rata, only after all other timely filed unsecured claims are paid in full. Such payment shall be before any payment on pre-petition non-pecuniary penalties. Allowed late filed claims on priority pre-petition claims shall be paid in full before any payment on allowed late filed general unsecured pre-petition claims. Allowed late filed secured claims shall be paid in full before any payment on allowed late filed priority claims.

A claim not filed with the Court will not be paid by the Trustee post-confirmation regardless of its treatment in Section I or on the AAPD.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES

Any secured or unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to date of petition on unsecured and/or priority claims, shall be paid only a pro rata share of any funds remaining after all other unsecured claims, including late filed claims, shall have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS

Upon filing of the Trustee's 11 U.S.C. §1302(c) Business Case Report, business debtors are no longer required to file operating reports with the Trustee, unless the Trustee requests otherwise. The filing of the Trustee's 11 U.S.C. §1302(c) Business Case Report shall terminate the Trustee's duties but not the Trustee's right to investigate or monitor the debtor's business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRECONFIRMATION OPERATIONS

The Trustee shall not be liable for any claim arising from the post-confirmation operation of Debtor's business. Any claims against the Trustee arising from the pre-confirmation operation of the Debtor's business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation hereof, or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY, RE-VESTING OF PROPERTY, NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL

Debtor shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the Trustee or order of the Court after notice to the Trustee and all creditors.

Property of the estate shall not revert in the Debtor until such time as a discharge is granted or the case is dismissed or closed without discharge. Revestment shall be subject to all liens and encumbrances in existence when the case was filed, except those liens avoided by court order or extinguished by operation of law. In the event the case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the Plan, the chapter 13 Trustee shall have no further authority or fiduciary duty regarding use, sale, insurance of or refinance of property of the estate except to respond to any motion for proposed use, sale, or refinance as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the Debtor must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the case post confirmation, the Trustee shall disburse all funds on hand in accordance with this Plan. Upon conversion of the case, any balance on hand will be disbursed by the Trustee in accordance with applicable law.

U. ORDER OF PAYMENT

All claims shown in Section I, will be paid in the following order from each disbursement, to the extent allowed:

1st-ongoing current mortgage payments, per mo

2nd- administrative fees and DSO, per mo

3rd-secured, per mo

4th-debtor attorney fees, per mo

5th-priority, per mo

6th- special class unsecured, per mo

7th-general unsecured, pro rata

8th-secured, late filed, pro rata

9th- priority, late filed, pro rata

10th- unsecured, late filed, pro rata

11th- unsecured penalty, pro rata

**V. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC")
PROCEDURE**

See the provisions of the General Order regarding the procedure.

**SECTION III
MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. Sec 506(a) and §1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the Plan, Debtor(s) hereby moves the Court to value the collateral described in Section I, Part "E(1)" and Part "F", as the LESSER of the value set forth therein or any value claimed on the proof of claim. **Any objection to valuation shall be filed at least five (5) business days prior to the date of the Trustee's pre- hearing conference regarding Confirmation, or be deemed waived.**

Respectfully submitted,

Case No.: _____

Debtor

Debtor

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the foregoing DEBTOR'S(S') _____
CHAPTER 13 PLAN AND MOTION FOR VALUATION was served upon the following
parties in interest electronically by the Clerk or by or under the direction of the undersigned
by United States First Class Mail, postage paid, on the date and at the addresses indicated
below:

Dated: _____

Debtor