UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF FLORIDA
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FORT LAUDERDALE/WEST PALM BEACH DIVISIONS

CHAPTER 13 PLAN (Individual Adjustment of Debts)

☐ __PLAN-LMM OR 1AP-LMM______ Plan (Indicate 1st, 2nd, etc. amended, if applicable)

☐ __________1MP-LMM______ Modified Plan (Indicate 1st, 2nd, etc. amended, if applicable)

DEBTOR:___________________JOINT DEBTOR:__________________CASE NO.: _______________________
Last Four Digits of SS# ___________________ Last Four Digits of SS# ______________________

MONTHLY PLAN PAYMENT: Including trustee's fee of 10% and beginning 30 days from filing/conversion date, Debtor(s) to pay to the trustee for the period of ______________ months. In the event the trustee does not collect the full 10%, any portion not collected will be paid to creditors pro-rata under the plan:

A. $ ____________________ for months ___________ to ___________;
B. $ ____________________ for months ___________ to ___________;
C. $ ____________________ for months ___________ to ___________;

in order to pay the following creditors:

Administrative: Attorney's Fee - $**TOTAL FEES AND COSTS (LIST EACH FEE SEPARATELY)**

LMM ATTORNEY FEES: $1,800 PLUS $65 COSTS ($900 MAY BE TAKEN IN ADVANCE AND THE REMAINING $900 MAY BE TAKEN AFTER THE MEDIATOR SCHEDULES THE FIRST MEDIATION CONFERENCE)

ATTORNEY'S FEES AND LMM FEES MAY BE PAID TOGETHER IF THE PAYMENTS ARE SPREAD OUT THROUGHOUT THE PLAN (FOR EXAMPLE: $3500 + $1800 = $5300; PAID MONTHS 1-40).

Secured Creditors: [Retain Liens pursuant to 11 U.S.C. §1325 (a)(5)] Mortgage(s)/Liens on Real or Personal Property:

1. __LENDER____________________ Arrearage on Petition Date $___N/A_________________
Address:___________________________ Arrears Payment $_____N/A____/month (Months ______ to _____)

LMM (ESTIMATED PAYMENT PRIOR TO SETTLMENT) Payment $_______/month (Months ____ to ____)

TPP (AGREED PAYMENT AFTER SETTLEMENT) Payment $______/month (Months ____ to ____)

PMM (AGREED PERMANENT PAYMENT AFTER LOAN MODIFICATION)
Payment $________/month (Months ______ to ____)

IF THE DEBTOR AMENDS/ MODIFIES A PLAN TO INCLUDE TPP OR PMM, ALL PAYMENTS DISBURSED TO THE LENDER MUST BE REFLECTED IN THE AMENDED/MODIFIED PLAN AS PAID. LANGUGAGE MUST BE INCLUDED IN "OTHER PROVISIONS" THAT THE TRUSTEE WILL NOT BE REQUIRED TO RECOUP ANY FUNDS DISBURSED UNDER A PRIOR PLAN.

Account No: _________________________

IT IS SUGGESTED THE DEBTOR EXTEND THE LMM PAYMENT AT LEAST ONE MONTH BEYOND THE MEDIATION CONFERENCE AND INCLUDE THE FOLLOWING LANGUAGE:

***** LMM IS EXTENDED ONE MONTH BEYOND THE MEDIATION CONFERENCE SO THAT THE ORDER GRANTING THE AGREED MOTION APPROVING THE LMM SETTLEMENT MAY BE ENTERED AND AN EARLY TPP PAYMENT MAY BE REQUESTED. TPP WILL START IN MONTH ____. *****

IF YOU ARE A SECURED CREDITOR LISTED BELOW, THE PLAN SEEKS TO VALUE THE COLLATERAL SECURING YOUR CLAIM IN THE AMOUNT INDICATED. A SEPARATE MOTION WILL ALSO BE SERVED ON YOU PURSUANT TO BR 7004 and LR 3015-3.

Secured Creditor	Description of Collateral and Value of Collateral	Interest Rate	Plan Payments	Months of Payment	Total Plan Payments
				____________ To	$

Priority Creditors: [as defined in 11 U.S.C. §507]

1. ____ Total Due $ __________________
Payable $__________/month (Months_____ to ______)

Unsecured Creditors: Pay $_____________________/month (Months____________ to ___________).
Pro rata dividend will be calculated by the Trustee upon review of filed claims after bar date.

Other Provisions Not Included Above:

The Debtor has filed a Verified Motion for Referral to **LMM** with ______________(**"LENDER"), LOAN NUMBER**, for **REAL PROPERTY LOCATED AT ______________________.** The parties shall timely comply with all requirements of the Order of Referral to LMM and all Administrative Orders/Local Rules regarding LMM. While the LMM is pending and until the trial/interim payment plan or the permanent mortgage modification/permanent payment is established by the parties, **THE DEBTOR HAS INCLUDED A POST-PETITION PLAN PAYMENT, ABSENT COURT ORDER TO THE CONTRARY, OF NO LESS THAN 31% OF THE DEBTOR'S GROSS MONTHLY INCOME AS A GOOD FAITH ADEQUATE PROTECTION PAYMENT TO THE LENDER.** All payments shall be considered timely upon receipt by the trustee and not upon receipt by the Lender.

Until the LMM is completed and the Final Report of Loss Mitigation Mediator is filed, any objection to the Lender's Proof of Claim on the real property described above shall be held in abeyance as to the regular payment and mortgage arrearage stated in the Proof of Claim only. The Debtor shall assert any and all other objections to the Proof of Claim prior to confirmation of the plan or modified plan.

If the Debtor, co-obligor/co-borrower or other third party (if applicable) and the Lender agree to a settlement as a result of the pending LMM, **THE DEBTOR WILL FILE A MOTION TO APPROVE LOSS MITIGATION AGREEMENT WITH LENDER NO LATER THAN 14 CALENDAR DAYS FOLLOWING SETTLEMENT.**

*****IT IS IMPERATIVE THE SETTLEMENT ATTACHED TO THE MOTION TO APPROVE THE LMM AGREEMENT AND ORDER INCLUDE THE MONTHLY TPP PAYMENT, THE MONTH THE TPP PAYMENT BEGINS AND THE LENDER'S ADDRESS, WHETHER OR NOT THE ADDRESS IS IDENTICAL TO THE ONE LISTED ON THE POC.**

THE TRUSTEE WILL FILE A MOTION FOR ADEQUATE PROTECTION PAYMENTS FOLLOWING THE CONCLUSION OF THE MEETING OF CREDITORS OR UPON RECEIPT OF THE FIRST LMM PLAN, PROVIDED AN ORDER REFERRING THE MATTER TO LMM HAS BEEN ENTERED. THE TRUSTEE WILL REQUEST ALL TPP AND PMM PAYMENTS BE DISBURSED TO THE ADDRESS LISTED ON THE ORDER APPROVING THE LMM AGREEMENT UNTIL SUCH TIME THE LENDER FILES AN AMENDED PROOF OF CLAIM OR NOTICE OF ADDRESS CHANGE.***

Once the settlement is approved by the Court, the Debtor shall immediately amend or modify the plan to reflect the settlement and the Lender shall amend its Proof of Claim to reflect the settlement, as applicable.

If a settlement is reached after the plan is confirmed, the **DEBTOR WILL FILE A MOTION TO MODIFY THE PLAN NO LATER THAN 30 CALENDAR DAYS FOLLOWING APPROVAL OF THE SETTLEMENT BY THE COURT AND THE LENDER SHALL HAVE LEAVE TO AMEND ITS PROOF OF CLAIM TO REFLECT THE SETTLEMENT REACHED AFTER CONFIRMATION OF THE PLAN.** The parties will then timely comply with any and all requirements necessary to complete the settlement. In the event the Debtor receives any financial benefit from the Lender as part of any agreement, the Debtor shall immediately disclose the financial benefit to the Court and the trustee and amend or modify the plan accordingly.

IF THE LENDER AND THE DEBTOR FAIL TO REACH A SETTLEMENT, THEN NO LATER THAN 14 CALENDAR DAYS AFTER THE MEDIATOR'S FINAL REPORT IS FILED, THE DEBTOR WILL AMEND OR MODIFY THE PLAN TO (A) CONFORM TO THE LENDER'S PROOF OF CLAIM (IF THE LENDER HAS FILED A PROOF OF CLAIM) OR (B) PROVIDE THAT THE REAL PROPERTY WILL BE SURRENDERED. If the amended or modified plan provides that the real property is to be surrendered, then the obligations to the Lender will be considered "treated outside the plan" and the Lender shall have in rem relief from the automatic stay as to the real property being surrendered. Notwithstanding the foregoing, Lender may file a motion to confirm that the automatic stay is not in effect as to the real property.

Confirmation of the plan will be without prejudice to the assertion of any rights the Lender has to address payment of its Proof of Claim.

I declare that the foregoing chapter 13 plan is true and correct under penalty of perjury.

______________________________	______________________________
Debtor	Joint Debtor
Date:______________________________	Date:______________________________