

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF FLORIDA

www.flsb.uscourts.gov**CHAPTER 13 PLAN (Individual Adjustment of Debts)**

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

THE DEBTOR FILED THE MOTION TO REFER TO LMM AND THE PLAN-LMM SIMULANTEOUSLY. THE ATTORNEY WAS ONLY PERMITTED TO CHARGE AN LMM FEE OF \$900 AT THE TIME OF FILING. RATHER THAN STEP THE PLAN, THE ATTORNEY SPREAD THE ATTORNEY'S FEES AND LMM FEES OUT 40 MONTHS. THIS PLAN WILL REQUIRE ONE AMENDMENT WHEN THE TPP IS AGREED UPON AND ONE MODIFICATION WHEN THE PMM IS REACHED.

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 60 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. \$893.20 for months 1 to 60 ;
 B. _____ for months _____ to _____ ;
 C. _____ for months _____ to _____ ;

in order to pay the following creditors:

Administrative: Attorney's Fee: \$3650.00 (\$3500.00 and \$150 costs)
 LMM Fee: \$1865 (\$1800 and \$65 costs) TOTAL Fee: \$5515.00
 TOTAL PAID: \$1275
 Balance Due: \$4240.00 payable \$ 106.00 /month (Months 1 to 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
 _____ LMM Payment \$706.00/month (Months 1 to 60)

Account No: _____

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

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

1. _____ Total Due \$ _____
 Payable \$ _____/month (Months _____ to _____)

Unsecured Creditors: Pay \$106.00/month (Months 41 to 60).
 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. 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
Date:_____

Joint Debtor
Date:_____

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THE DEBTOR FILED THE MOTION TO REFER TO LMM AND THE PLAN-LMM SIMULTANEOUSLY. THE ATTORNEY WAS ONLY PERMITTED TO CHARGE AN LMM FEE OF \$900 AT THE TIME OF FILING. RATHER THAN STEP THE PLAN, THE ATTORNEY SPREAD THE ATTORNEY'S FEES AND LMM FEES OUT 40 MONTHS. THIS PLAN WAS FILED AFTER THE TPP WAS AGREED UPON. ONE MODIFICATION WILL BE NECESSARY WHEN THE PMM IS REACHED.

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 60 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. \$ 893.20 for months 1 to 10 ;
 B. \$1091.13 for months 11 to 47 ;
 C. \$1175.99 for months 48 to 60 ;

in order to pay the following creditors:

Administrative: Attorney's Fee: \$3650.00 (\$3500.00 and \$150 costs)
 LMM Fee: \$1865 (\$1800 and \$65 costs) TOTAL Fee: \$5515.00
 TOTAL PAID: \$1275
 Balance Due: \$4240.00 payable \$ 106.00 /month (Months 1 to 10)
\$3180.00 payable \$ 85.94 /month (Months 11 to 47)

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
 _____ LMM Payment \$706.00/month (Months 1 to 10)
 _____ TPP Payment \$906.00/month (Months 11 to 60)

Account No: _____

***** 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 BEGIN IN MONTH 11. *****

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

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

1. _____ Total Due \$ _____
 Payable \$ _____/month (Months _____ to _____)

Unsecured Creditors: Pay \$163.08/month (Months 48 to 60).
 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.

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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
Date: _____

Joint Debtor
Date: _____