

MANDATORY DISTRICT WIDE CHAPTER 13 PLAN



TOP TWENTY-FIVE

😊 DIFFERENCES

- 1) **Check boxes are back.** Don't miss any.
Hint---there are check boxes inside boxes.
- 2) **Initial Plan check box must be marked.**
- 3) **Missed check boxes may make some plan provisions ineffective, including Special Provisions.**
- 4) **Any changes in Amended Plans can be reflected in bold, italics, strike-through, or otherwise.**
Hmmm, define otherwise.
- 5) **Pot plan dividend is “estimated to be not less than _____%.”**

TOP TWENTY-FIVE

DIFFERENCES



- 6) Class 1 includes more than claims secured by real property. Any claim with designated specific monthly payments, including attorney fees.**
- 7) Class 2 are DSO arrears and secured claims without designated monthly payments and includes mortgage arrears.**
- 8) Class 3 are priority claims.**
- 9) Class 4 are unsecured claims.**
- 10) Attorney fees for pre or post-confirmation work are paid the same per monthly amount.**



TOP TWENTY-FIVE DIFFERENCES

- 11) Pre-confirmation lease/adequate protection section no longer states that payments will be retained and distributed after confirmation or will be distributed in pre-confirmed dismissed or converted cases.**
- 12) Confirmation of the plan can be dispositive of valuation of real and personal property and the secured status of claim.**
- 13) Motions to Avoid Mortgages/Liens must be filed *on or before* the § 341 Meeting. No kidding....but not timely filing motions is a valid reason to reschedule the confirmation hearing.**
- 14) POC for damages of rejected contracts & leases must be filed within 60 days of confirmation date.**
- 15) The default for vesting is exactly the opposite as the current plan.**

TOP TWENTY-FIVE DIFFERENCES



- 16) Must disclose remaining number of payments for assumed contracts and/or unexpired leases.**
- 17) Any prepetition arrearage for assumed contracts and/or unexpired leases must be paid prior to the expiration of the executory contract and/or lease.**
- 18) Child support obligations are disclosed only if there are arrearages.**
- 19) Adversaries to avoid mortgage, other than under §522 or 506, do not have the same filing date and can be brought by Debtor only if the claim would benefit the estate.**
- 20) Detailed language regarding creditor(s)' duties for applying mortgage payments to loan balance and imposition of late payment charges, fees, and services has been removed.**

TOP TWENTY-FIVE DIFFERENCES



- 21) Plan provides only for direct payment of co-signed claims by non-filing co-debtor or third party. Payment of by Debtor in full at contract rate of interest or at the unsecured dividend will need to be in Special Provisions.**
- 22) Surrender of real or personal property is in same provision. See #6. Language regarding amending secured claims within 365 days to unsecured deficiency balance is no longer in plan.**
- 23) No provision in plan for disclosing unfiled tax returns.**
- 24) Tax refunds and additional receipt of money or property is to be distributed for the benefit of creditors.**
- 25) No plan provision for Sale of Property.**