

**FILED**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA

2002 FEB -8 PM 4: 26

IN RE:

NOTICE, CHAPTER 13 PLAN  
AND RELATED MOTIONS

U.S. BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

**OPERATING ORDER 02-02**

In order to ensure the payment of support and alimony obligations that are recognized as a priority by the Bankruptcy Code and Rules, the Chapter 13 Plan and requirements utilized in this District shall require prepetition support and alimony claims to be paid from the time of initial disbursement to creditors. In addition, because the timely payment of such obligations that arise postpetition is recognized and credited by the Chapter 13 Trustee in computing disposable income, the payment of such obligations arising postpetition shall be a requirement of the Plan and a certificate indicating the status of such payments (in the form attached hereto as Exhibit "A") shall be required and submitted to the Chapter 13 Trustee, but not filed with the Court, as a condition of confirmation, and at any time upon the request of the Trustee.

Therefore, effective March 1, 2002, the Certificate (Exhibit "A") shall be required and Local Rule 3015-1 and Local Official Forms 3015(a) shall be amended as indicated in Exhibit "B" hereto.

**AND IT IS SO ORDERED.**



WM. THURMOND BISHOP  
Chief Judge



JOHN E. WAITES  
United States Bankruptcy Judge

Columbia, South Carolina,  
*Feb 8*, 2002.

**Exhibit A**

**LOCAL OFFICIAL FORM 3015-1(d) TO SC LBR 3015-1**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

**IN RE:**

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**CASE NO:** \_\_\_\_\_

**CERTIFICATION**

\_\_\_\_\_  
**DEBTOR.**

The above-captioned debtor(s) hereby certify that, if there is a post-petition obligation to pay alimony and/or child support, any such payments coming due after filing of the bankruptcy petition and continuing through the date of the confirmation hearing have been paid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Debtor

Exhibit B

LOCAL OFFICIAL FORM 3015-1(a) TO SC LBR 3015-1

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE: )  
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Soc. Sec. # \_\_\_\_\_ )  
Soc. Sec. # \_\_\_\_\_ )  
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\_\_\_\_\_ Debtor(s). \_\_\_\_\_ )

CASE NO: \_\_\_\_\_

NOTICE, CHAPTER 13 PLAN AND  
RELATED MOTIONS

TO: \_\_\_\_\_

NOTICE OF: 1.) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF CHAPTER 13 PLAN; 2.) MOTION FOR VALUATION; 3.) MOTION TO AVOID CERTAIN LIENS; AND 4.) ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS<sup>1</sup>

The following Chapter 13 Plan and Related Motions have been filed in the above-captioned case. They will be considered at the Confirmation Hearing, notice of which is given in the Notice of Meeting of Creditors. Any objection to the confirmation of the plan, to the payment of attorney’s fees, to the Motion to Value Security, to the Motion to Avoid Judicial Lien or to Avoid a Nonpurchase Money, Nonpossessory Security Interest and Lien, or to the assumption or rejection of an executory contract, all as requested herein, must be made in writing, served upon the undersigned counsel for the debtor, \*\*, the Chapter 13 Trustee, (\*\*appropriate address for trustee) and filed with the Clerk of Court, United States Bankruptcy Court, Post Office Box 1448, Columbia, South Carolina 29202, within twenty-five (25) days from the date of filing of this Notice, Chapter 13 Plan and Related Motions. All objections must comply with South Carolina Local Bankruptcy Rule 9014-4 (SC LBR 9014-4).

The Plan and Related Motions propose to value the security of the following creditors:

The Plan and Related Motions propose to avoid a judicial lien or to avoid a nonpurchase-money, nonpossessory security interest or to avoid a lien of the following creditors:

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<sup>1</sup> If this is a modified plan, insert language to identify it as such.

**REVIEW THE PLAN AND RELATED MOTIONS CAREFULLY TO DETERMINE THE TREATMENT OF YOUR CLAIM UNDER THE PLAN.**

If an objection is filed within twenty-five (25) days after the date of filing and such timely objection is filed before the Confirmation Hearing, the objection will be heard at the Confirmation Hearing, notice of which is given in the Notice of Meeting of Creditors. If an objection is filed within twenty-five (25) days after the date of filing and such timely objection is filed after the Confirmation hearing, a hearing on the objection will be scheduled and notice of such hearing will be given.

If no objection is timely filed in accordance with SC LBR 9014-4, the court, upon the recommendation of the Trustee and without further hearing or notice, may enter an order confirming the plan following the Meeting of Creditors (11 U.S.C. §341 Meeting) and granting the other relief requested therein.

**NOTICE**  
**(TO BE COMPLETED ONLY IF FORM PLAN IS ALTERED)**

The plan below contains language that is in addition to that approved for use in the Chapter 13 Plans in the United States Bankruptcy Court for the District of South Carolina, or otherwise alters the approved Form Plan. Such language is highlighted by \_\_\_\_\_ (state whether by bold type, italics, or underlining).

The unapproved language referred to above appears in Paragraph \_\_\_\_\_. Parties wishing to object to inclusion of unapproved language or any other provision of the Plan should review the following Notice, Chapter 13 Plan and Related Motions for the correct procedure to be followed.

**CHAPTER 13 PLAN AND RELATED MOTIONS**

1. The future earnings and income of the debtor(s) are submitted to the supervision and control of the trustee, and the debtor(s) shall pay to the trustee the sum of \$\_\_\_\_per month, for a period of \_\_ months or longer if necessary for completion of this plan according to its terms, but not to exceed 60 months.
2. After the deduction from all disbursements of the allowed trustee's commission and expenses, the trustee shall make disbursements as follows:
3. A proof of claim for attorney's fees of the debtor(s) in the amount of \$\_\_\_\_\_ will be filed and shall be paid at a rate of \_\_% of the monthly payments to creditors (if no percentage is stated, then payment shall be made at twenty-five(25%)), until paid in full. This percentage may be reduced or increased by the trustee in order to ensure that there are funds available for payment to secured and support creditors as set forth below.
4. Payments to secured creditors, as follows:
  - (a) Long term or mortgage debt - ARREARAGE ONLY, to be paid to \_\_\_\_\_ at \$\_\_\_\_ or more per month, along with \_\_ % interest. Regular payments to be made directly by the debtor(s), beginning \_\_\_\_\_, \_\_\_\_.
  - (b) Long term or mortgage debt - ARREARAGE ONLY, to be paid to \_\_\_\_\_ at \$\_\_\_\_ or more per month, along with \_\_ % interest. Regular payments to be made directly by the debtor(s), beginning \_\_\_\_\_, \_\_\_\_.
  - (c) Secured debt - Payments of \$\_\_\_\_ or more per month, to \_\_\_\_\_ until the net balance/value of lien (strike one) plus \_ % interest has been paid in full. If lien is to be valued, the debtor hereby moves to value the lien at \$\_\_\_\_\_ in accordance with SC LBR 3015-1 and the notice attached hereto. The basis of the debtor's value is as follows: \_\_\_\_\_ vehicle mileage (if applicable)\_\_\_\_\_. Liens senior to the above-named creditor are held by the following creditors in the following amounts: \_\_\_\_\_.

Other secured debt - Payments of \$ \_\_\_\_\_ or more per month, to \_\_\_\_\_ until the net balance/value of lien (strike one) plus \_\_% interest has been paid in full. If lien is to be valued, the debtor hereby moves to value the lien at \$ \_\_\_\_\_ in accordance with SC LBR 3015-1 and the notice attached hereto. The basis of the debtor's value is as follows: \_\_\_\_\_, vehicle mileage (if applicable) \_\_\_\_\_. Liens senior to the above-named creditor are held by the following creditors in the following amounts: \_\_\_\_\_.

Other secured debt - Payments of \$ \_\_\_\_\_ or more per month, to \_\_\_\_\_ until the net balance/value of lien (strike one) plus \_\_% interest has been paid in full. If lien is to be valued, the debtor hereby moves to value the lien at \$ \_\_\_\_\_ in accordance with SC LBR 3015-1 and the notice attached hereto. The basis of the debtor's value is as follows: \_\_\_\_\_, vehicle mileage (if applicable) \_\_\_\_\_. Liens senior to the above-named creditor are held by the following creditors in the following amounts: \_\_\_\_\_.

Other secured debt - Payments of \$ \_\_\_\_\_ or more per month, to \_\_\_\_\_ until the net balance/value of lien (strike one) plus \_\_% interest has been paid in full. If lien is to be valued, the debtor hereby moves to value the lien at \$ \_\_\_\_\_ in accordance with SC LBR 3015-1 and the notice attached hereto. The basis of the debtor's value is as follows: \_\_\_\_\_, vehicle mileage (if applicable) \_\_\_\_\_. Liens senior to the above-named creditor are held by the following creditors in the following amounts: \_\_\_\_\_.

Secured tax debt - Payments of \$ \_\_\_\_\_ or more per month, to \_\_\_\_\_ on its claim secured by a tax lien until the net balance/value of lien (strike one) plus \_\_% interest has been paid in full. If lien is to be valued, the debtor hereby moves to value the lien at \$ \_\_\_\_\_ in accordance with SC LBR 3015-1 and the notice attached hereto. The basis of the debtor's value is as follows: \_\_\_\_\_. Liens senior to the above-named creditor are held by the following creditors in the following amounts: \_\_\_\_\_. Of the remaining tax claim, the following amount of \$ \_\_\_\_\_ will be accorded priority unsecured tax status and the balance of the claim will be accorded general unsecured status and paid in accordance with paragraph 6(a) if a proof of claim is timely filed.

Prepetition alimony and child support - Payments of \$ \_\_\_\_\_ or more per month to \_\_\_\_\_ until the prepetition obligation has been paid in full, without interest.

(d) Other secured debt(s) to be treated as follows:

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(e) The following payments to mortgage creditors are current and the debtor(s) will continue making the regular payments directly to:

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(f) The debtor hereby moves to avoid the following nonpossessory, nonpurchase-money security interests pursuant to 11 U.S.C. §522(f), and SC LBR 3015-1, and the notice attached hereto. If the debtor intends to avoid a security interest pursuant to other applicable sections of the United States Bankruptcy Code (Code), then the debtor shall so state below and shall file and serve the necessary pleadings on or before the date set for the initial meeting of creditors.

Name of creditor	Amount of Security Interest	Amount of lien <b>not</b> to be avoided and to be paid as set out in Paragraph 4(c) Above
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(g) The debtor hereby moves to avoid the following judicial liens pursuant to 11 U.S.C. §522(f), and SC LBR 3015-1, and the notice attached hereto. If the debtor intends to avoid a judicial lien pursuant to other applicable sections of the Code, then the debtor shall so state below and shall file and serve the necessary pleadings on or before the date set for the initial meeting of creditors.

Name of Creditor	Value of Debtor's Interest	Total Amt. of Unavoidable Senior Liens	Amt. of Exemption Impaired	Amt. of Judicial Lien	Amt. Of Judicial Lien to be Avoided	Amt. Of Judicial Lien Not to be Avoided
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5. Subsequent to full payment of the above claims, all 11 U.S.C. §507 priority creditors, (including, but not limited to, past due prepetition alimony, support or maintenance or taxes or other claims of governmental units) will have the allowed amounts of their prepetition claims paid on a pro-rata basis. The debtor shall pay all similar post-petition obligations to such creditors as they come due directly to such creditors.

6. Subsequent to the above, unsecured creditors will be treated as follows:

(a) General unsecured creditors will be paid \_\_\_% of their allowed claims, on a pro-rata basis. If no percentage is stated, then general unsecured creditors will be paid 100% of their allowed claims, on a pro rata basis. If the unsecured creditors are entitled to full payment on their claims plus interest, then interest shall be paid at the rate of \_\_\_ %.

(b) The following creditors who hold unsecured consumer claims with codebtors will be paid \_\_\_% of their allowed claims plus \_\_\_% interest on a pro-rata basis: \_\_\_\_\_

(c) The following creditors who hold unsecured claims of the kind specified in 11 U.S.C. §1328(a)(2) and (3) will be paid \_\_\_% of their allowed claims plus \_\_\_% interest on a pro-rata basis. \_\_\_\_\_

7. The debtor moves for assumption of the executory contracts and leases listed below. The debtor agrees to abide by all terms of the agreements and to cure any prepetition arrearages or defaults in the manner listed below.

<u>Creditor</u>	<u>Amount of regular payment</u>	<u>Amt. of default (state if none)</u>	<u>Cure Provisions</u>	<u>Regular pmts. and cure pmts. paid by debtor/by trustee</u>
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An executory contract or lease not specifically mentioned above is treated as rejected.

8. Upon confirmation of the plan, property of the estate will remain property of the estate, but title to the property shall revert in the debtor. Unless the plan provides otherwise, secured creditors shall retain the liens until the allowed amounts of their secured claims are paid. The terms of the debtor's prepetition agreement with a secured creditor shall continue to apply except as otherwise provided for in this plan or the order confirming plan. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect post-petition obligations from the income or assets of the debtor-parent without further Order or relief from the automatic stay. Any claim for pre-petition child support or alimony must be collected in accordance with 11 U.S.C. §507 (a)(7) and 11 U.S.C. §1322 (a)(2).(See SC LBR 4001-3)

Unsecured claims which are not filed within the time required by (Federal Rule of Bankruptcy Procedure 3002(c) (Fed. R. Bankr. P. 3002(c))) will be allowed claims unless disallowed by court order, but such claims shall be subordinated to timely filed unsecured claims and paid pro-rata only to the extent that funds listed in paragraph 1 are available after full payment of timely filed unsecured claims pursuant to paragraph 6(a).

To receive payment from the trustee, a secured creditor must file a proof of claim. Secured claims which are not filed within the time required by Fed. R. Bankr. P. 3002(c) may be disallowed or subordinated to other claims upon further order of the court.

Confirmation of this plan does not bar a party in interest from objecting to a claim which is not filed in accordance with Fed. R. Bankr. P. 3001 or Fed. R. Bankr. P. 3002.

If property is to be released or otherwise surrendered pursuant to this plan, the creditors holding a lien on, or interest in, the property to be released must provide the trustee with acceptable evidence of perfection of the lien or interest, otherwise the property may not be released or surrendered.

Any creditor holding a claim secured by property which is removed from the protection of the automatic stay, whether by judicial action, voluntary surrender, or through operation of the plan, will receive no further distribution from the trustee, unless an itemized proof of claim for any deficiency is filed within a reasonable time after the removal of the property from the protection of the automatic stay. Any funds that would have been paid to such a creditor will be distributed to other creditors, unless the court orders otherwise. This also applies to creditors who may claim an interest in, or lien on, property which is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the court orders otherwise.

If a tax creditor files a claim purporting to be a secured claim but does not timely object to confirmation of this plan, then the claim may be paid as a priority claim.

If a claim is scheduled as unsecured, and the creditor files a proof of claim alleging that the claim is secured but does not timely object to confirmation of the plan, then the creditor may be treated as unsecured for purposes of distribution under the plan. This paragraph is not intended to limit the right of the creditor affected by this paragraph to seek relief from the stay or to object to the discharge of the debt.

If a claim is listed in the plan as secured, and the creditor files a proof of claim as an unsecured creditor, the creditor may be treated as unsecured for purposes of distribution under the plan.

The debtor will not incur indebtedness or sell property outside the ordinary course of business without permission of the court.

The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor.

9. Pay order request or other plan provisions not inconsistent with the above:

Dated: \_\_\_\_\_, \_\_\_\_\_.

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Signature of Debtor

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Signature of Debtor

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Signature of Attorney

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Typed/Printed Name/Address/Telephone

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District Court ID Number

**Certificate of Service**

**The undersigned hereby certifies that he/she served foregoing Notice, Plan and Related Motions on creditors and parties in interest entitled to such notice. The parties served are individually listed on the accompanying list or mailing matrix.**

Dated: \_\_\_\_\_, \_\_\_\_\_