**LOCAL RULE 3015-2: CHAPTER 13-MODIFICATIONS TO PLAN**

After compliance with SC LBR 3015-1, a debtor’s proposed modification to the plan shall be presented to the Court as follows:

1. **Before Confirmation.** The debtor must complete, serve, and file with the Court a notice in substantial conformance with Exhibit A with proper proof of service evidencing service on all creditors and parties in interest as required by Fed. R. Bankr. P. 2002(a)(5) and 2002(b).
2. **Exception.** If the sole purpose of the modification is to increase payments under the plan (paragraph (III)(A) of Exhibit A to SC LBR 3015-1), or to increase the stated percentage of distribution to general unsecured creditors (paragraph (IV)(E) of Exhibit A to SC LBR 3015-1), the debtor may complete, serve and file a form in substantial conformance with Exhibit C-1, as applicable. Service must be made as required by Fed. R. Bankr. P. 2002(a)(5) and 2002(b).
3. **After Confirmation.** The debtor must complete, serve, and file with the Court a notice in substantial conformance with Exhibit B with proper proof of service. Service may be made only on parties who may be, or are, adversely affected by the modification.
4. **Exceptions.** (1) If the sole purpose of the modification is to increase payments of the plan (paragraph (III)(A) of Exhibit A to SC LBR 3015-1), or to increase the stated percentage of distribution to general unsecured creditors (paragraph (IV)(E) of Exhibit A to SC LBR 3015-1), the debtor may complete and file a form in substantial conformance with Exhibit C-2, as applicable. The filing of such a modification, which does not adversely affect the plan treatment of any creditor or party in interest, shall be deemed to meet the notice requirements of Fed. R. Bankr. P. 3015(g).

(2) Plan payments may be increased pursuant to a Trustee’s Notice of Plan Payment Change (Operating Orders 16-02 and 16-03). In conduit cases, an increase in Conduit Mortgage Payments may decrease the dividend, if any, paid to general unsecured creditors. Unless the Debtor is required to pay specific dollar amounts to priority and/or general unsecured creditors under 11 U.S.C. § 1325(a) or (b), the Trustee is not required to seek an increase in plan payments in order to achieve or maintain a certain dividend to general unsecured creditors.

**EXHIBIT A TO SC LBR 3015-2**

UNITED STATES BANKRUPTCY COURT

DISTRICT OF SOUTH CAROLINA

CASE NO: CHAPTER:

IN RE:

DEBTOR(S)

NOTICE OF PLAN MODIFICATION BEFORE CONFIRMATION, MOTIONS TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASE- MONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor[[1]](#footnote-1) previously proposed a chapter 13 plan and motions; debtor now moves, pursuant to 11 U.S.C. § 1323 and Fed. R. Bankr. P. 2002(a)(5) and 2002(b), to modify the proposed plan and motions as detailed below:

***(include a brief explanation of the changes made and the reason for the change and the specific creditor(s) directly affected by the change.)***

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

***A. (Beginning with paragraph (I)(A) repeat text of Exhibit A to SC LBR 3015-1 hereafter)***

**EXHIBIT B TO SC LBR 3015-2**

UNITED STATES BANKRUPTCY COURT

DISTRICT OF SOUTH CAROLINA

CASE NO: CHAPTER:

IN RE:

DEBTOR(S)

NOTICE OF PLAN MODIFICATION AFTER CONFIRMATION, [If applicable, include: MOTIONS TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASE- MONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE]

I. NOTICE TO AFFECTED CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor[[2]](#footnote-2) proposed a chapter 13 plan and motions that were previously confirmed by this Court; debtor now moves, pursuant to 11 U.S.C. § 1329(a)~~,~~ and Fed. R. Bankr. P. 3015(g), to **modify the plan as follows**:

***(Include a brief explanation of the change made, the reason for the change and the specific creditor directly affected by the change. This information replaces the Motion for Modification previously required for plan amendment).***

This modification to the chapter 13 plan and motions may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

1. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court’s form plan (See exhibits to SC LBR 3015-1 and 3015-2, “SC LBR” refers to the SC Local Bankruptcy Rules, available at [www.scb.uscourts.gov](http://www.scb.uscourts.gov/)) are highlighted by italics. Deletions are noted as “Not Applicable” or by striking through the deleted provisions. If changes to this form or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.
2. DEADLINE FOR FILING OBJECTIONS, OPPORTUNITY FOR NOTICE AND HEARING ON CONFIRMATION OF MODIFIED CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-one (21) days from the date this document is served. Timely objections will be scheduled for hearing and separate notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the modified plan and granting the motions.

***II. (If applicable, repeat text of Exhibit A to SC LBR 3015-1 hereafter. In all other cases begin with Section III).***

**EXHIBIT C-1 TO SC LBR 3015-2**

UNITED STATES BANKRUPTCY COURT

DISTRICT OF SOUTH CAROLINA

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| IN RE: | CASE NO: CHAPTER:PRE-CONFIRMATION MODIFICATION TO PLAN FOR THE SOLE PURPOSE OF INCREASING PAYMENTS AND/OR DISTRIBUTION |
| DEBTOR(S) |

The debtor[[3]](#footnote-3) in this case has filed and served a NOTICE, CHAPTER 13 PLAN, MOTIONS TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASE-MONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE.

The debtor hereby moves to modify paragraph III(A) of the plan filed on (date) as follows:

**A. Payments from the debtor to the chapter 13 trustee (the trustee): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.**

**The debtor shall pay to the trustee the sum of $ \_\_\_\_\_ per month for a period of \_\_\_\_\_ months, unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.**

 [AND/OR]

The debtor moves to modify paragraph IV(E) of the plan filed on (date) to provide:

**E. General Unsecured Creditors. General Unsecured Creditors shall be paid allowed claims pro rata by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor DOES propose to pay 100% of general unsecured claims.**

This modification to the chapter 13 plan and motions may affect your rights. Objections to this pre-confirmation modification of the debtor’s chapter 13 plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is served. Timely objections may be heard at the confirmation hearing scheduled on the debtor’s plan, or a separate hearing on the objection may be scheduled. If a separate hearing on the objection is scheduled, notice of such a hearing will be given.

Failure to object may constitute an implied acceptance of and consent to the relief requested. Secured creditors may be bound by their acceptance or rejection of the debtor’s plan filed (date) pursuant to 11 U.S.C. § 1323(c).

If no timely objections to the plan, motions, and this modification are filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan, including this modification, and granting the motions.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Signature of Attorney/*Pro Se*Debtor
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Typed Printed Name
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Address/Telephone/Facsimile/E-mail
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 District Court I.D. Number

**EXHIBIT C-2 TO SC LBR 3015-2**

UNITED STATES BANKRUPTCY COURT

DISTRICT OF SOUTH CAROLINA

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| IN RE: | CASE NO: CHAPTER:POST-CONFIRMATION MODIFICATION TO PLAN FOR THE SOLE PURPOSE OF INCREASING PAYMENTS AND/OR DISTRIBUTION |
| DEBTOR(S) |

The debtor[[4]](#footnote-4) in this case previously filed and served a NOTICE, CHAPTER 13 PLAN, MOTIONS TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASE-MONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE, which was confirmed by this Court on (date).

 The debtor hereby moves, pursuant to Federal Rule of Bankruptcy Procedure 3015(g) and SC LBR 3015-2(c), to modify paragraph III(A) of the plan filed on (date) and confirmed on (date) as follows:

**A. Payments from the debtor to the chapter 13 trustee (the trustee): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.**

**The debtor shall pay to the trustee the sum of $ \_\_\_\_\_ per month for a period of \_\_\_\_\_ months, unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.**

 [AND/OR]

The debtor moves, pursuant to Federal Rule of Bankruptcy Procedure 3015(g) and SC LBR 3015-2(c), to modify paragraph IV(E) of the plan filed on (date) and confirmed on (date) to provide:

**E. General Unsecured Creditors. General Unsecured Creditors shall be paid allowed claims pro rata by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor DOES propose to pay 100% of general unsecured claims.**

The undersigned certifies that this change does not adversely affect the plan treatment of any creditor or party in interest in this matter and requests that this modification be approved upon recommendation of the chapter 13 trustee without further notice or hearing.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Signature of Attorney/*Pro Se*Debtor
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Typed Printed Name
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Address/Telephone/Facsimile/E-mail
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 District Court I.D. Number

1. When used herein, the term “debtor” shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case. [↑](#footnote-ref-1)
2. When used herein, the term “debtor” shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case. [↑](#footnote-ref-2)
3. When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case. [↑](#footnote-ref-3)
4. When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case. [↑](#footnote-ref-4)