

**Fill in this information to identify your case:**

Debtor 1 \_\_\_\_\_  
First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: District of South Carolina

Case number \_\_\_\_\_  
(If known)

Check if this is a modified plan, and list below the sections of the plan that have been changed.

Pre-confirmation modification

Post-confirmation modification

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## District of South Carolina

### Chapter 13 Plan

12/17

#### Part 1: Notices

**To Debtors:** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, this Court's local rules, and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, pursuant to Federal Rule of Bankruptcy Procedure 3002, you must file a timely proof of claim in order to be paid under any plan. Confirmation of this plan does not bar a party in interest from objecting to a claim.

The following matters may be of particular importance. **Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 8	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.4	Conduit Mortgage Payments: ongoing mortgage payments made by the trustee through plan, set out in Section 3.1(c)	<input type="checkbox"/> Included	<input type="checkbox"/> Not included

**Part 2:** Plan Payments and Length of Plan

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**2.1** 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.

Unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan, the debtor will make regular payments to the trustee as follows:

\$ \_\_\_\_\_ per month for \_\_\_\_\_ months  
[and \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.]

*Insert additional lines if needed.*

Additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

**2.2 Regular payments to the trustee will be made from future income in the following manner:**

*Check all that apply.*

- The debtor will make payments pursuant to a payroll deduction order.
- The debtor will make payments directly to the trustee.
- Other (specify method of payment): \_\_\_\_\_.

**2.3 Income tax refunds.**

*Check one.*

- The debtor will retain any income tax refunds received during the plan term.
- The debtor will treat income tax refunds as follows:

\_\_\_\_\_  
\_\_\_\_\_

**2.4 Additional payments.**

*Check one.*

- None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

- The debtor will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment.

\_\_\_\_\_  
\_\_\_\_\_

**Part 3:** Treatment of Secured Claims

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To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation and filed in compliance with Official Rules and Forms, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a tax priority creditor files a claim designated as secured, but is not treated as secured in this plan, and does not timely object to confirmation of this plan, then the claim may be paid as an unsecured priority claim for purposes of distributions from the trustee. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This provision also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise, but does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4). Any funds that would have otherwise been paid to a creditor, but pursuant to these provisions will not be paid, will be distributed according to the remaining terms of the plan. Any creditor affected by these provisions and who has filed a timely proof of claim may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection

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of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

**3.1 Maintenance of payments and cure or waiver of default, if any.**

Check all that apply. Only relevant sections need to be reproduced.

None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

**3.1(a)** The debtor is not in default and will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed directly by the debtor.

Name of Creditor	Collateral
_____	_____

Insert additional claims as needed.

**3.1(b)** The debtor is in default and will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. The arrearage payments will be disbursed by the trustee, with interest, if any, at the rate stated.

Name of Creditor	Collateral	Estimated amount of arrearage	Interest rate on arrearage (if applicable)	Monthly plan payment on arrearage
_____	_____	\$ _____	_____ %	\$ _____
		Includes amounts through the [Month/Year] payment		(or more)

Insert additional claims as needed.

**3.1(c)** The debtor elects to make post-petition mortgage payments to the trustee for payment through the Chapter 13 Plan in accordance with the Operating Order of the Judge assigned to this case. In the event of a conflict between this document and the Operating Order, the terms of the Operating Order control. (If this box is not checked the rest of this conduit section need not be reproduced).

**Mortgage payments**

**Insert complete Property address, including zip code and TMS #**

Ongoing mortgage payments will be paid by the trustee to mortgage creditors (**list the name and address of each mortgage creditor**) on a conduit basis. The mortgage creditor shall apply all trustee disbursements as designated by the trustee, in accordance with the Operating Order of the judge assigned with this case.

**Pre-petition Arrears.**

To (**creditor name**): The trustee shall pay the **pre-petition arrearage (including month of filing or conversion)** as stated in the creditor's allowed claim or as otherwise ordered by the Court at the rate of **\$payment amount** or more per month, **[along with (percent)% interest, if applicable]**.

**Note to users: add separate paragraphs for each creditor entitled to be paid arrears.**

**Conduit Mortgage Payments (ongoing Post-petition Monthly Mortgage Payments)**. Beginning in the third calendar month following the filing of the petition, or conversion, or the occurrence of any other event requiring the debtor to make conduit mortgage payments, the trustee shall pay the ongoing mortgage payments due to mortgage creditors as indicated in the chart below.

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<p><b>Mortgage creditor's name, including servicer/trustee as applicable, at time of last notice</b></p>	<p><b>Ongoing monthly mortgage payment amount*</b></p>	<p><b>Does the monthly mortgage payment include escrows for:</b></p> <p>a) <b>real estate taxes? Yes/No;</b>  <b>Amount: _____</b></p> <p>b) <b>homeowners' insurance?</b>  <b>Yes/No</b>  <b>Amount: _____</b></p>
	<p>\$ _____</p>	
	<p>\$ _____</p>	

\*Amount(s) listed above will be deemed to be the amount of the ongoing monthly mortgage payment. The debtor asserts that the above amount is correct as of the last written notice (including escrow amounts, if applicable). Upon the filing of a proof of claim in compliance with the Official Forms and F.R.B.P. Rule 3002 or 3004, and twenty-one (21) days after the filing of a notice of mortgage payment change filed in compliance with the deadlines and service requirements set forth in F.R.B.P. 3002.1(b) and using the applicable Official Forms, the trustee shall be authorized to disburse the monthly payment amount provided by the mortgage creditor, if that amount is higher than stated in the plan.

**Gap Payments.** The post-petition mortgage payments for the two (2) months immediately after the petition is filed or the case is converted to chapter 13, or the two (2) months immediately after the occurrence of any other event requiring the debtor to make conduit mortgage payments, shall be cured over the full term of the plan at the rate of \$[payment amount] or more per month, [along with (percent)% interest, if applicable].

**Post-petition Charges.** This class includes all payments due to the mortgage creditor as described in any notice of post-petition mortgage fees, expenses, and charges under F.R.B.P. 3002.1(c) ("3002.1(c) Notice"), filed with the Court. The debtor will be responsible for reviewing all filed 3002.1(c) Notices within 60 days of the date of filing of such notice. If the debtor fails to object within 60 days, then the trustee may pay these amounts as filed, on a *pro rata* basis as funds are available. The debtor's failure to object will be deemed as a waiver of any claim against the trustee for payment of these amounts. Any request for refund of overpayment or obligation for underpayment will be the sole responsibility of the debtor. Once the trustee has filed a notice of final cure under F.R.B.P. 3002.1(f), the debtor shall be directly responsible for any further post-petition fees and charges.

**Post-petition Arrears resulting from the debtor's post-petition delinquency in either conduit mortgage payments or plan payments.**

To (creditor name): The trustee shall pay the post-petition arrearage for the following calendar month(s): \_\_\_\_\_. Disbursements will be made at the rate of \$payment amount or more per month, [along with (percent)% interest, if applicable].

**3.1(d)** The debtor proposes to engage in loss mitigation efforts with \_\_\_\_\_ according to the applicable guidelines or procedures of the Judge assigned to this case.

*Insert additional claims as needed.*

**3.1(e) Other.** A secured claim is treated as set forth in section 8.1. This provision will be effective only if the applicable box in Section 1.3 of this plan is checked and a treatment is provided in Section 8.1.

**3.2 Request for valuation of security and modification of undersecured claims. Check one.**

**None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

***The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.***

The debtor requests that the court determine the value of the secured claims listed below. For each non-governmental secured claim listed

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below, the debtor states that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless otherwise ordered by the Court after motion or claims objection filed after the governmental unit files its proof of claim or after the time for filing one has expired, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5.1 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5.1 of this plan. Unless otherwise ordered by the court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in this paragraph.

Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court.

Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Estimated amount of secured claim	Interest rate	Estimated monthly payment to creditor (disbursed by the trustee)
_____	\$ _____	_____	\$ _____	\$ _____	\$ _____	_____ %	\$ _____ (or more)

*Insert additional claims as needed.*

**3.3 Other secured claims excluded from 11 U.S.C. § 506 and not otherwise addressed herein.**

*Check one.*

**None.** *If "None" is checked, the rest of § 3.3 need not be completed or reproduced.*

The claims listed below are being paid in full without valuation or lien avoidance.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed either by the trustee or directly by the debtor, as specified below. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court.

Name of creditor	Collateral	Estimated amount of claim	Interest rate	Estimated monthly payment to creditor*
_____	_____	\$ _____	_____ %	\$ _____ (or more)

Disbursed by

Trustee

Debtor

*Insert additional claims as needed.*

**3.4 Lien avoidance.**

*Check one.*

**None.** *If "None" is checked, the rest of § 3.4 need not be completed or reproduced.*

***The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.***

The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5.1 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). *If more than one lien is to be avoided, provide the information separately for each lien.*

*Choose the appropriate form for lien avoidance.*

Debtor _____				Case Number _____		
<b>Name of creditor and description of property securing lien</b>	<b>Estimated amount of lien</b>	<b>Total of all senior/unavoidable liens</b>	<b>Applicable Exemption and Code Section</b>	<b>Value of debtor's interest in property</b>	<b>Amount of lien not avoided (to be paid in 3.2 above)</b>	<b>Amount of lien avoided</b>
_____	\$ _____	\$ _____	_____	\$ _____	\$ _____	\$ _____

Use this form for avoidance of liens on co-owned property only.

<b>Name of creditor and description of property securing lien</b>	<b>Total equity (value of debtor's property less senior/unavoidable liens)</b>	<b>Debtor's equity (Total equity multiplied by debtor's proportional interest in property)</b>	<b>Applicable Exemption and Code Section</b>	<b>Non-exempt equity (Debtor's equity less exemption)</b>	<b>Estimated lien</b>	<b>Amount of lien not avoided (to be paid in 3.2 above)</b>	<b>Amount of lien avoided</b>
_____	\$ _____	\$ _____	_____	\$ _____	\$ _____	\$ _____	\$ _____

Insert additional claims as needed.

**3.5 Surrender of collateral.**

Check one.

**None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

The debtor elects to surrender the collateral that secures the claims of the creditors listed below. The debtor requests that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any creditor who has filed a timely proof of claim may file an amended proof of claim itemizing the deficiency resulting from the disposition of the collateral within a reasonable time after the surrender of the property. Any such amended claim, if allowed, will be treated in Part 5.1 below.

<b>Name of creditor</b>	<b>Collateral</b>
_____	_____

Insert additional claims as needed.

**Part 4: Treatment of Fees and Priority Claims**

**4.1 General**

The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

**4.2 Trustee's fees**

Trustee's fees are governed by statute and may change during the course of the case.

**4.3 Attorney's fees**

- a. The debtor and the debtor's attorney have agreed to an attorney's fee for the services identified in the Rule 2016(b) disclosure statement filed in this case. Fees entitled to be paid through the plan and any supplemental fees as approved by the Court shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse a dollar amount consistent with the Judge's guidelines to the attorney from the initial disbursement. Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of trustee fees, allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.
- b. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$ \_\_\_\_\_ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$ \_\_\_\_\_ or less.

**4.4 Priority claims other than attorney's fees and those treated in § 4.5.**

Check one.

The debtor is unaware of any priority claims at this time. If funds are available, the trustee is authorized to pay on any allowed priority claim without further amendment of the plan.

**Domestic Support Claims.** 11 U.S.C. § 507(a)(1):

- a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to (name of DSO recipient), at the rate of \$\_\_\_\_\_ or more per month until the balance, without interest, is paid in full. *Add additional creditors as needed.*
- b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.
- c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

**Other Priority debt.** The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis. If funds are available, the trustee is authorized to pay on any allowed priority claim without further amendment of the plan.

**4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.**

Check one.

**None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). *This plan provision requires that payments in § 2.1 be for a term of 60 months; see 11 U.S.C. § 1322(a)(4).*

**Name of creditor**

**Amount of claim to be paid**

\_\_\_\_\_

\$ \_\_\_\_\_

- Disbursed by
- Trustee
  - Debtor

*Insert additional claims as needed.*

**5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata by the trustee to the extent that funds are available after payment of all other allowed claims.

- The debtor estimates payments of less than 100% of claims.
- The debtor proposes payment of 100% of claims.
- The debtor proposes payment of 100% of claims plus interest at the rate of \_\_\_\_%.

**5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.**

**None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

The debtor will maintain the contractual installment payments and cure, through the trustee, any prepetition default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment.

**Name of creditor**

**Current installment payment  
(paid by the debtor)**

**Estimated amount of arrearage  
through month of filing or  
conversion**

**Monthly payment  
on arrearage to be  
disbursed by the  
trustee**

\_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

(or more)

*Insert additional claims as needed.*

**5.3 Other separately classified nonpriority unsecured claims. Check one.**

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**None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows:

Name of creditor	Basis for separate classification and treatment	Total amount to be paid on the claim	Interest rate (if applicable)
_____	_____	\$ _____	_____ %
		Disbursed by:	
		<input type="checkbox"/> Trustee	
		<input type="checkbox"/> Debtor	

*Insert additional claims as needed.*

**Other.** An unsecured claim is treated as set forth in section 8.1. This provision will be effective only if the applicable box in Section 1.3 of this plan is checked and a treatment is provided in Section 8.1.

**Part 6:** Executory Contracts and Unexpired Leases

**6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.**

**None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Assumed items.** Current installment payments will be disbursed directly by the debtor, as specified below, subject to any contrary court order or rule. Prepetition arrearage payments will be disbursed by the trustee.

Name of creditor	Description of leased property or executory contract	Current installment payment	Estimated amount of arrearage through month of filing or conversion	Estimated monthly payment on arrearage to be disbursed by the trustee
_____	_____	\$ _____	\$ _____	\$ _____

(or more)

*Insert additional claims as needed.*

**Part 7:** Vesting of Property of the Estate

**7.1 Property of the estate will vest in the debtor**

*Check the applicable box:*

Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. 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. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

**Other.** The debtor is proposing a non-standard provision for vesting, which is set forth in section 8.1. This provision will be effective only if the applicable box in Section 1.3 of this plan is checked and a proposal for vesting is provided in Section 8.1.

**Part 8:** Nonstandard Plan Provisions

**8.1 Check "None" or List Nonstandard Plan Provisions**

**None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

*Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this*



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*form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.*

***The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.***

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Debtor \_\_\_\_\_

Case Number \_\_\_\_\_

**Part 9:** Signature(s)

**9.1 Signatures of the debtor and the debtor's attorney**

*The debtor and the attorney for the debtor, if any, must sign below.*

**X** \_\_\_\_\_  
Signature of Debtor 1

**X** \_\_\_\_\_  
Signature of Debtor 2

Executed on \_\_\_\_\_  
MM / DD / YYYY

Executed on \_\_\_\_\_  
MM / DD / YYYY

**X** \_\_\_\_\_  
Signature of Attorney for the debtor    DCID #

Date \_\_\_\_\_  
MM/DD/ YYYY

**By filing this document, the debtor, if not represented by an attorney, or the debtor and the attorney for the debtor certify(ies) that this Chapter 13 plan contains no nonstandard provision other than those set out in Part 8.**