ATTORNEY FOR DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT**

**FOR THE NORTHERN DISTRICT OF TEXAS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DIVISION**

**\***

\* CHAPTER 13

IN RE: \* CASE NO:

\*

\* JUDGE:

\* HEARING DATE:

\* HEARING TIME:

A/K/A 1: A/K/A 2:

D/B/A 1: D/B/A 2:

**NOTICE OF HEARING, PRE-HEARING CONFERENCE**

**AND ATTACHED MODIFICATION OF PLAN AFTER CONFIRMATION**

**NOTICE OF HEARING**

On the day of , 20 \_\_ , which is at least twenty-one (21) days from the date of service hereof, at : .M. a **HEARING** on the above and foregoing "Modification of Plan After Confirmation" will be held before the Bankruptcy Judge, in room \_\_\_\_\_\_\_, U.S. Courthouse, Street, , Texas. Creditors are not required to attend unless they have objections to the Modification.

**NOTICE OF PRE-HEARING CONFERENCE**

A **PRE-HEARING CONFERENCE** will be held by the Trustee on \_\_/\_\_/\_\_\_\_ at :\_\_\_ \_\_\_.M. at the following location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . Hearings on Motions to Modify Plans with objections not resolved at the **PRE-HEARING CONFERENCE** will be heard by the Court at the scheduled Hearing time.

**NOTICE** is hereby given that pursuant to 11 U.S.C. 1329 the attached "Modification of Plan" dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **will be heard** by the Court as the Debtor’s Modified Chapter 13 Plan unless a party in interest files a written "Objection to the Modification" at least (7) days prior to the date of the pre-hearing conference, and the Debtor has made any subsequent payments required under the Modified Plan. An **"Objection to Modification"** shall be made in writing to the following: United States Bankruptcy Court, Clerks's Office, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with copies sent to Katherine L. Davis, Chapter 13 Trustee, 1407 Buddy Holly Ave, Lubbock, Texas, 79401 and Debtor(s) Attorney at the above address.

**IN THE UNITED STATES BANKRUPTCY COURT**

**FOR THE NORTHERN DISTRICT OF TEXAS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DIVISION**

**\***

\* CHAPTER 13

IN RE: \* CASE NO:

\* HEARING DATE:

\* HEARING TIME:

DEBTOR(S) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MODIFICATION OF CHAPTER 13 PLAN AFTER CONFIRMATION**

**DATE:\_\_\_\_\_\_\_\_\_\_\_\_**

**DISCLOSURES**

This *Plan Modification* does not contain any nonstandard provision(s).

This *Plan Modification* does contain nonstandard provision(s).

Pursuant to 11 U.S.C. 1329, the Debtor(s) (per the undersigned attorney) or the Standing Chapter 13 Trustee, requests the following Modification of Debtor(s) Confirmed Plan herein:

**HISTORY OF THE CASE**

1. Date Case Filed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Date of Section 341 Meeting:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. First Payment Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Date of Confirmation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Total Plan Term Prior to this Modification:\_\_\_\_\_\_\_\_\_\_\_
6. Number of Months from First Payment Date through month prior to estimated month of Modification Approval:\_\_\_\_\_\_\_\_\_
7. Remaining Plan Term (subtract item 6 from item 5):\_\_\_\_\_\_\_\_\_\_\_
8. Amount of Arrears through last month:$\_\_\_\_\_\_\_\_\_
9. Total Payments **Paid** to the Trustee through last month:$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
10. List Dates of any Prior Orders Modifying: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**II.**

**MODIFICATION REQUESTED**

(check 1 or more of the following 4 choices)

\_\_\_\_ Plan payments remain at $\_\_\_\_\_\_\_\_\_\_\_ per month.

\_\_\_\_ **INCREASE/DECREASE** monthly payment from $\_\_\_\_\_\_\_ per month to $\_\_\_\_\_\_\_ per month

\_\_\_\_ Extend/Shorten months from \_\_\_\_\_ months to \_\_\_\_\_ months

\_\_\_\_ Add balloon payment of $\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_ month (indicate how the balloon payment will be made)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ Cure Arrears of $\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_(month & year that case will be brought current through)

**III.**

**RESUMPTION OF PAYMENTS TO THE TRUSTEE**

(all information below must be complete)

Payments to the Trustee in the amount of $\_\_\_\_\_\_\_\_\_\_\_ will resume on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date payment starts) for \_\_\_\_\_\_\_\_\_\_ months remaining in the Modified Plan.

Base amount remains the same in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Only use if not making any changes to debtor payments)

Base amount will changefrom $\_\_\_\_\_\_\_\_\_\_ to $\_\_\_\_\_\_\_\_\_\_

**If the base amount has changed complete the following:**

**Total Paid in as of the last month: $\_\_\_\_\_\_\_\_\_\_\_**

**(+) Any payments made between this month & the month payments**

**resume above (if any): $\_\_\_\_\_\_\_\_\_\_\_**

**(+) Plus Total Payments to be made through the Remainder**

**of the plan (payment above multiplied by remaining months): $\_\_\_\_\_\_\_\_\_\_\_**

(=)**New Base Amount $\_\_\_\_\_\_\_\_\_\_\_**

**IV.**

**TREATMENT OF UNSECURED CREDITORS**

Unsecured creditors are not guaranteed a dividend when a plan is confirmed. See general order 2021-05. Allowed general unsecured claims may receive a pro-rata share of the unsecured creditors' pool, but not less than the section 1325(a)(4) amount of non-exempt property less allowed administrative and priority claims, after the TRCC becomes final. A proof of claim must be timely filed to be allowed.

\_\_\_\_\_ The confirmed unsecured creditor pool is $\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_ The payout to unsecured creditors is expected to be equal to or in excess of the confirmed unsecured creditor pool.

\_\_\_\_\_ The payout to unsecured creditors is expected to be less than the confirmed unsecured creditor pool.

\_\_\_\_\_ The projected payout to general unsecured creditors remains \_\_\_\_\_\_\_\_\_%.

\_\_\_\_\_ The projected payout to general unsecured creditors changes from

\_\_\_\_\_\_\_\_\_\_% to \_\_\_\_\_\_\_\_\_\_%.

**V.**

**SECURED, PRIORITY OR SPECIAL CLASS TREATMENT**

**ADD/SURRENDER/CHANGE** the following Secured, Priority or Special Class Unsecured Creditor(s):

**CODE; A = ADD; S = SURRENDER; CT =CHANGE TO**

Monthly Pmt Surrender

Code Name Class Amount Collateral Value Int. Direct

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

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

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

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

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

**or**

\_\_\_\_\_ Check here if no changes are to be made to creditors

Note: Changes to any creditors above shall not be effective until the Modification is Approved.

**VI.**

**ATTORNEY'S FEES**

\_\_\_\_\_ Debtor's attorney shall be allowed an additional fee for this Modification in the total amount of $\_\_\_\_\_\_\_\_\_\_, of which $\_\_\_\_\_\_\_\_\_\_ will be paid through the Plan by the Trustee.

**or**

\_\_\_\_\_ Check here if no additional attorney fee has been added for this Modification of Plan after Confirmation.

**VII.**

**REASON FOR MODIFICATION**

Provide a reason for any delinquincy.

This Modification is requested for the following reason(s):

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

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

**VIII.**

**BUDGET INFORMATION**

To support feasibility choose the following that apply.

\_\_\_ The debtor(s) shall file Amended Schedules I & J with the Court.

\_\_\_ The debtor(s) shall file Amended Schedule I with the Court only.

\_\_\_ The debtor(s) shall file Amended Schedule J with the Court only.

\_\_\_ Schedules I and/or J currently on file with the Court shall be used.

**IX.**

**NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

.

I, the undersigned, hereby certify that the Plan Modification contains no nonstandard provisions other than those set out in this final paragraph.

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

Respectfully submitted,

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

DEBTOR ATTORNEY

**CERTIFICATE OF SERVICE**

I certify that a true copy of the above and foregoing Modification of Plan After Confirmation, Notice of Hearing and Pre-Hearing Conference has been served by me on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_ , on all parties on the attached matrix, by United States First Class Mail, proper postage affixed.

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

DEBTOR ATTORNEY