

2. **CLASS TWO - PRINCIPAL RESIDENCE:** Claims secured by Real Property that is the Debtor's PRINCIPAL RESIDENCE. Each Creditor shall retain its lien except to the extent it may be affected by any subsequent motions pursuant to Section 522(f). Regular monthly payments, including impounds, are to be made by the Debtor directly to said Creditor and to start on the first due date after date of filing of the petition. Arrearage payments shall be paid at 10% A.P.R. unless expressly provided otherwise. Payment of such arrearages shall reinstate the obligation to a current status and constitute a cure of any default providing direct payments are current.
3. **CLASS THREE - NON-RESIDENTIAL REAL PROPERTY SECURED CREDITORS:** Claims secured by real property that is not the Debtor's principal residence shall be subject to the same terms and conditions as the creditors under Class Two hereinabove.
4. **CLASS FOUR - SECURED CREDITORS PAID CONTRACT BALANCE:** Secured Creditors who are to be paid in full the contract balance of their obligations at a specified interest rate. (If no interest rate is specified in the Plan or the claim, the interest rate shall be 10% A.P.R.) Upon payment of the secured Creditors allowed claim, said Creditor shall release any lien on or title to said collateral.
5. **CLASS FIVE - SECURED CREDITORS PAID FAIR MARKET VALUE:** Secured Creditors who are to receive the fair market value of their collateral as specified in the plan or their claim if different with the balance of the claim to be treated as unsecured. (If no interest rate is specified, the interest rate shall be 10% A.P.R.) Upon payment of the secured Creditors allowed claim, as to the secured portion provided herein, said Creditor shall release any lien on or title to said collateral.

If a secured claim is filed by a creditor not listed in the exhibit for Class Four or Five, the Debtor may elect in writing: A. To pay the creditor under either Class Four or Five. B. To object to the claim of secured status. C. To surrender the collateral to the Creditor under Class Eight. D. To avoid the claimed lien. If the Debtors do not have possession of the collateral, the Debtors shall so notify the Creditor and Trustee providing the name and address of the person currently having possession, if known, the last known location of the property and other relevant information, if any, in the Debtor's possession which would assist the Creditor in recovering possession of the collateral. Thereafter the claim shall be treated as unsecured.

Any secured tax claim timely filed shall be paid, to the extent not otherwise successfully objected to, the amount of such claim with interest at 10% A.P.R. notwithstanding it is not listed for such treatment provided debtor may determine the actual value of security as a limitation on such claim amount through the claims objection process.

6. **CLASS SIX - OTHER UNLISTED SECURED CLAIMS:** Except as the Court may otherwise order, holders of filed and allowed secured claims, not in excess of \$500.00 which are not specifically listed as Class Three or Four Creditors above, shall be paid, absent objection, the amount set forth in a timely filed and allowed claim with interest at the rate of 10% A.P.R. All such claims in excess of \$500.00 shall not be paid under the Plan absent Plan modification.
7. **CLASS SEVEN - DIRECT PAYMENTS:** Secured and Unsecured Claims for which the last payment is due after the final payment due under the Plan. Debtor shall pay directly to creditors the ongoing amount due. The Trustee shall not be required to determine if the direct portion of Class Seven debts have been paid before submitting a Final Report & Account and/or Discharge of Debtor.
8. **CLASS EIGHT - SECURED CREDITORS WITH COLLATERAL TO BE SURRENDERED:** Secured Creditors whose collateral is to be surrendered to the Secured Creditor. Any deficiency balance allowed under applicable Law shall be treated as a general unsecured claim. As to personal property, the Debtor shall make arrangements for the immediate surrender of the property within 5 days of the order of confirmation or earlier upon request of the secured Creditor. As to real property, other than the Debtor's principal place of residence, the Debtor shall surrender possession of the premises within 5 days of the order confirming by delivery of possession of the premises to the secured Creditor. Confirmation shall constitute an order for the Relief from Stay under the provisions of 11 U.S.C. Section 362 to allow the secured Creditor as to all surrendered property to exercise any and all rights and remedies under State or Federal Law relating to the sale or foreclosure of the collateral.

The collateral held by Class Eight Creditors is to be surrendered. Any deficiency balance allowed under applicable law shall be treated as a general unsecured claim. A - Personal property: The Debtor shall cooperate with the creditor in making arrangements for the surrender of the property and shall hold the property available for the Creditor to repossess. The Debtor are not required to transport the collateral to the Creditor. B - Debtors' principal place of residence: The Debtor shall surrender possession upon completion of foreclosure. C - Other Real property: The Debtor shall upon request surrender possession of other real property within 5 days of confirmation. Confirmation shall modify the stay under 11 USC, section 362 to allow the Class Eight creditor to exercise any and all rights and remedies under state or federal law relating to the sale or foreclosure of the surrendered property.

9. **CLASS NINE - SEPARATE CLASS OF UNSECURED CLAIMS:** There shall be classes of unsecured claims as provided in the Exhibits to Class Nine. (May include co-signed debts as provided for by 11 U.S.C. Section 1301, including interest at contract rate.)
10. **CLASS TEN - NON-PRIORITY UNSECURED CLAIMS:** The Debtor estimates that non-priority general unsecured claims, including unsecured portions of valued secured claims, total the sum of _____ These claims shall be paid no less than:

- A. _____ percentage of such allowed claims; or
- B. _____ dollars pro-rata among allowed Class Ten claims.

Unless the Plan provides for payment of 100% to unsecured Creditors, the Debtor shall pay all projected disposable income to the Trustee for the term of the Plan. Where the Debtor's Plan provides for payment of less than 100% to unsecured Creditors then the Debtor's Plan shall not be deemed completed until:

- (1) The Debtor has made the payment amounts set forth in paragraph 1 above for a minimum term of 36 months and
- (2) The Debtor has paid sufficient funds to the Chapter 13 Trustee to pay the debts provided for in the Debtor's Confirmed Plan to the extent of the claims duly filed and allowed in the Debtor's case.

After payment of the amount set forth above on duly filed and allowed claims, provided for under the terms of the Plan, the balance of the Plan payments receivable, shall be paid after administrative expenses, pro-rata to any unpaid balance of unsecured Creditors claims duly filed and allowed.

11. **CLASS ELEVEN - POST-PETITION CLAIMS UNDER BANKRUPTCY CODE SECTION 1305:** Post-petition claims allowed under Section 1305 shall be paid in accordance with said section, provided sufficient funds are available under the Plan or amended Plan or if the debtor increases the plan payment in the amount necessary to do so.
12. **CLASS TWELVE - LEASES AND CONTRACTS:** The Debtor hereby assumes and/or rejects the unexpired leases and executory contracts, as listed in Class Twelve on page 4.
- K. **TAX RETURNS** - If the Debtor's Chapter 13 Plan is confirmed and pre-petition tax returns remain unfiled, the Debtor shall file all required tax returns for pre-petition taxes forthwith. Failure to do so shall constitute grounds to set aside confirmation upon motion by the Chapter 13 Trustee or other interested party. Should such late filed returns result in a problem as to feasibility any party may move to reconsider confirmation upon the grounds of non-feasibility within a reasonable period of time.
- L. **INCOME & EXPENSES** - Debtor represents that the income set forth in Schedule I & J filed with the Court prior to confirmation reflects the Debtor's best estimate of anticipated income to be received during the period of the Debtor's Plan, save and except cost of living increases.
- M. **CHANGE IN PLAN PAYMENTS** - In the event that the Debtor's Plan payment is insufficient to pay filed and allowed claims provided to be paid pursuant to the Debtor's Plan, the Debtors plan payment shall be increased by an amount sufficient to pay said claims over the remaining period of the Plan. The Trustee shall advise the debtor in writing of the increased plan payment and file with the court said notice. If no written objection is received within 45 days by the Trustee, the new increased plan payment shall be the payment due under the Debtor's confirmed Plan, provided, however, that the payment shall be adjusted again upon later successful objection to a claim to reflect such impact of such objection allowance.

SPECIFIC CLAIM TREATMENT

CLASS ONE - PRIORITY UNSECURED

<u>Creditor</u>	<u>Amount of Claim</u>
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CLASS TWO - PRINCIPAL RESIDENCE

<u>Creditor</u>	<u>Arrearages</u>	<u>Interest Rate</u>
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CLASS THREE - NON-RESIDENTIAL REAL PROPERTY SECURED CREDITORS PAID

<u>Creditor</u>	<u>Arrearages</u>	<u>Interest Rate</u>
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CLASS FOUR - SECURED CREDITORS PAID CONTRACT BALANCE

<u>Creditor</u>	<u>Collateral</u>	<u>Contract Balance</u>	<u>Interest Rate</u>
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CLASS FIVE - SECURED CREDITORS PAID FAIR MARKET VALUE

<u>Creditor</u>	<u>Total Amount of Debt</u>	<u>Fair Market Value</u>	<u>Interest Rate</u>	<u>Collateral</u>
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CLASS SEVEN - DIRECT PAYMENTS

<u>Creditor</u>	<u>Total Amount of Debt</u>	<u>Direct Payment</u>	<u>Collateral</u>	<u>Justification For Direct Pay</u>
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CLASS EIGHT - SECURED CREDITORS WITH COLLATERAL TO BE SURRENDERED

<u>Creditor</u>	<u>Collateral to be Surrendered</u>	<u>Claim Amount</u>	<u>Fair Market Value</u>
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CLASS NINE - SEPARATE CLASS OF UNSECURED CLAIMS

<u>Creditor</u>	<u>Amount of Debt</u>	<u>Type of Debt</u>	<u>Interest Rate</u>	<u>Collateral</u>	<u>Plan Payment Terms</u>
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CLASS TWELVE - LEASES AND CONTRACTS

<u>Creditor</u>	<u>Accepted</u>	<u>Rejected</u>	<u>Unexpired Lease/Executory Contract</u>
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LIEN AVOIDANCES---CREDITORS AGAINST WHOM DEBTOR INTENDS TO FILE 522(f) MOTIONS

<u>Creditor</u>	<u>Collateral</u>
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DEBTOR

DATE

DEBTOR

DATE