

## **Rule 2002-1. Notice to Creditors & Other Interested Parties (Entities Served With Rule 2002 Notices)**

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### **(b) CHAPTER 11 CASES.**

#### **(1) [ABROGATED]**

(2) Limited and General Notice. Unless ordered otherwise, all notices under Federal Rule of Bankruptcy Procedure 2002(a)(2), (a)(3) and (a)(7) (link is external), except a notice of a proposed sale of all or substantially all the debtor's assets, shall be served ~~only on each entity listed in the service list~~ **as required by Local Rule 9013-3(a)(2)**. The United States Trustee or any other party in interest may request by application an order expanding such notice to include all creditors. All other notices to creditors under Federal Rule of Bankruptcy Procedure 2002 (link is external) shall be served on each entity listed in the matrix referred to in Local Rule 1007-2 and on each additional entity listed ~~in the service list~~ **as required by Local Rule 9013-3(a)(2)**.

## **Rule 3012-1. Valuation of Secured Claim on Principal Residence**

(a) MOTION TO VALUE CLAIM. A Chapter 13 debtor seeking to modify a claim that is secured only by a security interest in real property that is the debtor's principal residence must provide for that modification in the plan and must bring a motion to determine the value of the secured claim.

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(2) Attachments. In addition to the documents required by Local Rule 9013-2(a), the motion must include the following attachments:

(A) Copies of all recorded lien instruments, including all recorded assignments and amendments, evidencing the lien which is the subject of the motion;

(B) An abstract or Owners and Encumbrance report, or any supplement, certified no more than ~~30~~**35** days before the hearing originally scheduled on the motion, to verify each entity holding a lien against the property;

(C) A copy of the debtor's plan; and

(D) An appraisal of the fair market value of the property as of the commencement of the Chapter 13 case.

(3) Service.

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(4) Timing. The hearing on the motion to value claim must be scheduled to be held contemporaneously with the hearing on confirmation of the debtor's plan. **The motion must be filed and served not later than 28 days before the hearing date.** The court may schedule an evidentiary hearing.

(5) Order. The order will determine the secured status of the creditor's claim pursuant to 11 U.S.C. § 506 (link is external).

(b) MOTION FOR RELEASE OF LIEN. If the court determines that the creditor's claim is unsecured in its entirety, the debtor may bring a motion for release of the lien after the debtor's completion of payments under the plan.

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(2) Attachments. In addition to the documents required by Local Rule 9013-2(a), the motion must include the following attachments:

(A) Copies of all recorded lien instruments, including all recorded assignments and amendments, evidencing the lien which is the subject of the motion;

(B) An abstract or Owners and Encumbrance report, or any supplement, certified no more than ~~30~~**35** days before the hearing originally scheduled on the motion, to verify each entity holding a lien against the property;

(C) A copy of the debtor's confirmed plan; and

(D) A copy of the order determining the claim was unsecured.

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:

Case No.  
CHAPTER 13 PLAN  Modified  
Dated

Debtor.  
In a joint case, debtor means debtors in this plan.

**Part 1. NOTICE OF NONSTANDARD PLAN PROVISIONS, SECURED CLAIM LIMITATIONS, AND LIEN OR SECURITY INTEREST AVOIDANCE: Debtor must check the appropriate boxes below to state whether or not the plan includes each of the following items:**

1.1	A limit on the amount of a secured claim based on a valuation of the collateral for the claim, set out in Parts 9 or 17 <del>8</del>	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.2	Avoidance of a security interest or lien, set out in Part 17 <del>8</del>	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 17 <del>8</del>	<input type="checkbox"/> Included	<input type="checkbox"/> Not included

**Part 2. DEBTOR'S PAYMENTS TO TRUSTEE**

- 2.1 As of the date of this plan, the debtor has paid the trustee \$ \_\_\_\_\_.
- 2.2 After the date of this plan, the debtor will pay the trustee \$ \_\_\_\_\_ per month for \_\_\_\_\_ months beginning in \_\_\_\_\_ (mo.) of \_\_\_\_\_ (yr.) for a total of \$ \_\_\_\_\_. The initial plan payment is due not later than 30 days after the order for relief.
- 2.3 The minimum plan length is  36 months or  60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.
- 2.4 The debtor will also pay the trustee \_\_\_\_\_.
- 2.5 The debtor will pay the trustee a total of \$ \_\_\_\_\_ [lines 2.1 + 2.2 + 2.4].

**Part 3. PAYMENTS BY TRUSTEE:** The Trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ \_\_\_\_\_ [line 2.5 x .10].

**Part 4. ADEQUATE PROTECTION PAYMENTS (§ 1326(a)(1)(C)):** The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

	Creditor	Monthly payment	Number of payments	Total payments
4.1				
4.2				
	TOTAL			

**Part 5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES (§ 365):** The debtor assumes the following executory contracts or unexpired leases. Debtor will pay directly to creditors all payments that come due after the date the petition was filed. Cure provisions, if any, are set forth in Part 8.

	Creditor	Description of property
5.1		
5.2		

**Part 6. CLAIMS NOT IN DEFAULT:** Payments on the following claims are current and the debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any.

	Creditor	Description of property
6.1		
6.2		



10.2									
	TOTAL								

**Part 11. PRIORITY CLAIMS (not including claims under Part 12):** The trustee will pay in full all claims entitled to priority under § 507(a)(2) through (a)(10), including the following. **The amounts listed are estimates.** The trustee will pay the amounts actually allowed.

	Creditor	Estimated claim	Monthly payment	Beginning in month #	Number of payments	Total payments
11.1						
11.2						
11.3						
	TOTAL					

**Part 12. DOMESTIC SUPPORT OBLIGATION CLAIMS:** The trustee will pay in full all domestic support obligation claims entitled to priority under § 507(a)(1), including the following. **The amounts listed are estimates.** The trustee will pay the amounts actually allowed.

	Creditor	Estimated claim	Monthly payment	Beginning in month #	Number of payments	Total payments
12.1						
12.2						
	TOTAL					

**Part 13. SEPARATE CLASSES OF UNSECURED CLAIMS:** In addition to the class of unsecured claims specified in Part 14, there shall be separate classes of non-priority unsecured claims described as follows: \_\_\_\_\_.  
The trustee will pay the allowed claims of the following creditors. **All entries below are estimates.**

	Creditor	Estimated Claim	Interest rate (if any)	Monthly payment	Beginning in month #	Number of payments	Total payments
13.1							
13.2							
	TOTAL						

**Part 14. TIMELY FILED UNSECURED CLAIMS:** The trustee will pay holders of non-priority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under Parts 3, 7, 8, 9, 10, 11, 12 and 13 their pro rata share of approximately \$\_\_\_\_\_ [line 2.5 minus totals in Parts 3, 7, 8, 9, 10, 11, 12 and 13].

14.1 The debtor estimates that the total unsecured claims held by creditors listed in Part 9 are \$\_\_\_\_\_.

14.2 The debtor estimates that the debtor's total unsecured claims (excluding those in Parts 9 and 13) are \$\_\_\_\_\_.

14.3 Total estimated unsecured claims are \$\_\_\_\_\_ [lines 14.1 + 14.2].

**Part 15. TARDILY-FILED UNSECURED CLAIMS:** All money paid by the debtor to the trustee under Part 2, but not distributed by the trustee under Parts 3, 4, 7, 8, 9, 10, 11, 12, 13 and 14, will be paid to holders of allowed nonpriority unsecured claims for which proofs of claim were tardily filed.

**Part 16. SURRENDER OF COLLATERAL AND REQUEST FOR TERMINATION OF STAY:** The debtor has surrendered or will surrender the following property to the creditor. The debtor requests that the stays under §§ 362(a) and 1301(a) be terminated as to the surrendered collateral upon confirmation of the plan.

	Creditor	Description of property
16.1		

16.2	
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**Part 17. RELIEF FROM STAY:** If relief from the automatic stay is ordered as to any item of collateral listed in Parts 7, 8, 9 or 10, then, unless otherwise ordered by the court, all payments made by the trustee under those Parts as to the collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

**Part 18. NONSTANDARD PROVISIONS:** The Trustee may distribute additional sums not expressly provided for herein at the trustee’s discretion. Any nonstandard provisions, as defined in FRBP 3015(c), must be in this Part. Any nonstandard provision placed elsewhere in the plan is void. Any request by the debtor to modify a claim secured only by a security interest in real property that is the debtor’s principal residence must be listed in this Part and the debtor must bring a motion to determine the value of the secured claim pursuant to Local Rule 3012-1(a).

18.1	
18.2	

**SUMMARY OF PAYMENTS:**

Class of payment	Amount to be paid
Payments by trustee [Part 3]	
Home mortgages in default [Part 7]	
Claims in default [Part 8]	
Secured claims subject to modification (cramdown) pursuant to § 506 [Part 9]	
Secured claims excluded from § 506 [Part 10]	
Priority claims [Part 11]	
Domestic support obligation claims [Part 12]	
Separate classes of unsecured claims [Part 13]	
Timely filed unsecured claims [Part 14]	
<b>TOTAL (must equal line 2.5)</b>	

Certification regarding nonstandard provisions:  
 I certify that this plan contains no nonstandard provision except as placed in Part 178.

Signed: \_\_\_\_\_  
 Attorney for debtor or debtor if pro se

Signed: \_\_\_\_\_  
 Debtor 1

Signed: \_\_\_\_\_  
 Debtor 2 (if joint case)