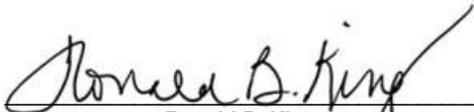


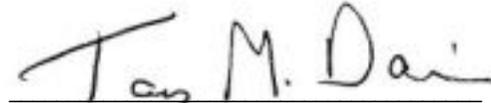
SIGNED this 30th day of October, 2017.



  
Ronald B. King  
Chief United States Bankruptcy Judge

  
Craig A. Gargotta  
United States Bankruptcy Judge

  
H. Christopher Mott  
United States Bankruptcy Judge

  
Tony M. Davis  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
MIDLAND-ODESSA DIVISION**

**STANDING ORDER FOR CHAPTER 13 CASE  
ADMINISTRATION FOR THE MIDLAND-ODESSA DIVISION  
EFFECTIVE IN ALL CASES FILED ON AND AFTER NOVEMBER 1, 2017**

**1. Effective Date and Applicability**

The Effective Date of this Standing Order is November 1, 2017, and applies to all cases filed in the Midland-Odessa Division on and after November 1, 2017. This Standing Order, together with the Consolidated Standing Order for the Adoption of a District Form Chapter 13 Plan entered in the Western District of Texas effective November 1, 2017 (“District-Wide Standing Order”), will govern in all cases filed in the Midland-Odessa Division on and after November 1, 2017.

This Standing Order, together with the District-Wide Standing Order, supersedes and replaces all prior standing orders relating to chapter 13 administration, cases, and plans in the Midland-Odessa Division (“Prior Standing Orders”) in all cases filed on and after November 1, 2017. For all cases filed prior to November 1, 2017, the Prior Standing Orders will remain in effect unless otherwise ordered by the Court in a particular chapter 13 case.

**2. Chapter 13 Plan Form**

Pursuant to the District-Wide Standing Order, a district-wide form chapter 13 plan has been adopted for use in all divisions in all cases filed on and after November 1, 2017 (“District-Wide Form Plan”). The District-Wide Form Plan may be revised periodically. The Clerk shall make available to the public the District-Wide Form Plan and any revised District-Wide Form Plans.

The District-Wide Form Plan must be used by all chapter 13 debtors in all cases filed in the Midland-Odessa Division on and after November 1, 2017. For all cases filed before November 1, 2017, the form Chapter 13 Plan adopted by the Standing Order for Chapter 13 Case Administration for the Midland-Odessa Division dated November 17, 2005, as supplemented by the Supplemental Standing Order Relating to Chapter 13 Case Administration dated November 19, 2012 (“Prior Plan Form”) must be used by chapter 13 debtors, unless otherwise ordered by the Court in a particular chapter 13 case.

### **3. Trustee’s Recommendation Concerning Claims**

After the deadline for filing proofs of claims has passed, the chapter 13 Trustee (“Trustee”) is authorized to file a Trustee’s Recommendation Concerning Claims (“TRCC”) and serve a copy upon the Debtor, Debtor’s counsel, all creditors, and other parties in interest. No order will be entered approving the TRCC. Instead, if no objection or other response is timely filed, then the TRCC shall be binding upon all creditors and other parties in interest, and the Trustee is authorized to make disbursements according to the provisions of the TRCC without further order of the Court.

If an objection or other response to the TRCC is timely filed, the Trustee may nonetheless make distributions in accordance with the provisions of the TRCC, except with respect to the claim that is the subject of the response or objection. The Trustee is authorized to reserve funds attributable to the challenged claim until the allowance or treatment of the claim has been resolved. If, as a result of the claim resolution, there is a greater or lesser amount of money available for distribution to other creditors, the Trustee may adjust the payments to creditors accordingly without having to file another TRCC.

The TRCC must prominently display the following notice:

**This pleading requests relief that may be adverse to your interests.**

**No hearing will be conducted on this recommendation concerning claims (or its treatment of any claim) unless a written response is filed within 21 days from the date of service.**

**A timely response is necessary for a hearing to be held. If no response is timely filed, the treatment of claims reflected in this recommendation shall be deemed approved by the Court without further hearing or order.**

**By order of the Court, the Trustee’s Recommendation Concerning Claims shall set a bar date for objecting to claims, for contesting the validity or priority of liens, and for challenging the priority of claims. The bar date shall be the 21<sup>st</sup> day after the service of the recommendation of claims as shown in the certificate of service attached hereto. Any objection, motion, or adversary proceeding contesting the validity or priority of any claim reflected in this recommendation concerning claims may not be filed after the expiration of the bar date except upon leave of court, after motion**

**requesting such leave, and upon notice of hearing to the chapter 13 Trustee, the Debtor, the Debtor's counsel, and all parties in interest.**

**4. Objections to Claims Following the Trustee's Recommendation Concerning Claims**

Objections to proofs of claim must be in writing and filed no later than 21 days after service of the TRCC.

**5. Motions to Value Property Independent of the Plan**

Motions to Value Property or to Avoid a Lien may be filed as part of the Debtor's plan. Any motion by the Debtor to value property of the estate or to avoid a lien, independent of the plan, must be filed no later than 21 days after service of the TRCC.

**6. Responses to Objections to Claim; Responses to Motions to Value Property**

Responses to Objections to Claim and Motions to Value Property must be filed by the deadline provided in the notice included in such motion pursuant to Local Rule 9014. If no such notice is included, no response is necessary and the Objections to Claim or Motions to Value Property shall be set for hearing.

**7. Amendments to the Chapter 13 Plan; Responses to Objections to Confirmation**

The last date that a debtor may seek to amend its chapter 13 plan is not later than 21 days prior to the date scheduled for hearing on the confirmation of the plan. The Court will only consider *de minimis*, nonsubstantive, or technical amendments to the plan made after that date. The Court will consider material amendments, such as those based on claim resolutions, or as necessitated by changed circumstances, but additional notice may then be required, as determined by the Court, before the hearing can be held and concluded.

If the Trustee has not recommended confirmation, a substantive response to pending objections to confirmation should be filed no later than 6 days prior to the confirmation hearing. If the response indicates the Debtor will address an issue in the future, the response should specifically indicate when and how the issues will be addressed.

If no response is timely filed, the Court may elect to deny confirmation by default.

The Court may, at the confirmation hearing and upon request of the Trustee or another party in interest, dismiss a chapter 13 case for failure of the Debtor to obtain confirmation of the chapter 13 plan.

**8. Service of the Plan and Pre-Confirmation Amendments**

Whether or not the plan is filed with the chapter 13 petition at the commencement of the case, the Debtor shall be responsible for service of the plan on all creditors. Whenever a chapter 13 plan is amended prior to confirmation, the Debtor shall serve the amended plan on all affected

parties and the Trustee. A certificate of service must be filed with the Clerk of the Court reflecting service of any plan or amended plan and should indicate service was made pursuant to Local Rule 9013.

### **9. Certificates of Service**

Certificates of Service for all pleadings and all plans shall certify that service has been accomplished on the parties required to be served under Local Rule 9013(d) and at the proper address as required by 11 U.S.C. § 342 and each address must be expressly listed on the certificate.

### **10. Debtor's Duty to Facilitate Notice Regarding Domestic Support Obligations and Other Non-Dischargeable Obligations**

In order to facilitate the expedient notice to domestic support claim holders and the applicable state agencies provided for in 11 U.S.C. § 1302, the Debtor shall:

- a) No later than 7 days after the filing of the petition, provide to the Trustee the names, current addresses, and telephone numbers of all persons to whom the Debtor owes a domestic support obligation. At the same time the Debtor shall provide to the Trustee the names, addresses, and telephone numbers of the state child support enforcement agencies as set forth under 11 U.S.C. § 1302(d)(1)(B)(i) for the states in which the persons to whom the Debtor owes a domestic support obligation reside;
- b) No later than 7 days after the filing of any request for discharge in the chapter 13 case, provide to the Trustee:
  1. the current address of the Debtor;
  2. the current name and address of the Debtor's employer (or most recent employer, if not currently employed); and
  3. the name of each creditor that holds a claim that:
    - i. is not (or will not be) discharged under 11 U.S.C. § 523(a)(2) or (4); or
    - ii. was reaffirmed by the Debtor under 11 U.S.C. § 524(c).

### **11. Adequate Protection Payments by the Chapter 13 Trustee; Pre-Confirmation Disbursements**

A secured creditor may file a Motion for Adequate Protection Payments pursuant to 11 U.S.C. § 363(e), using 14-day negative notice language, if the creditor is not provided for in the plan or objects to the monthly payment proposed in the Debtor's plan. Any order on adequate protection payments should be submitted to the Trustee for review prior to submission to the Court.

The Trustee shall be authorized to make pre-confirmation disbursements of funds held by the Trustee in this case for:

- a) the allowed ongoing mortgage payment;
- b) adequate protection payments as provided for in the plan; and
- c) Trustee fees.

Unless the plan states otherwise, the Trustee shall disburse the funds received in accordance with the District-Wide Standing Order, as it may be amended. The Trustee is authorized to make such payments monthly on the Trustee's regular monthly disbursement dates, or such other monthly date as the Trustee determines appropriate in a particular case.

### **12. Motions for Relief From Stay**

If the automatic stay applicable to a creditor is terminated either by confirmation of the plan or order of the Court (or notice filed pursuant to the terms of a court order), the Trustee shall cease payments to all secured creditors having a lien on such collateral. Those creditors having a lien on the collateral shall have 90 days from the date the automatic stay is terminated to file any unsecured deficiency claim.

### **13. Attorney's Duties and Compensation**

An attorney representing a debtor under chapter 13 shall be the attorney of record in the bankruptcy case from the filing of the petition for relief under chapter 13, if signed by the attorney, or from the filing of a notice of appearance until the case is dismissed or closed (including disposition of motions to reinstate), unless relieved from representation by order of the Court obtained pursuant to motion and notice under Local Rules 2014(e) and 9013.

The Court may determine and maintain a standard benchmark fee for chapter 13 cases. The benchmark fee for routine non-business chapter 13 cases shall be \$3,600. The benchmark fee for business chapter 13 cases shall be \$4,100.

Attorney's fees will be disbursed according to the provisions of the plan. The plan must specifically state the monthly amount to be disbursed in attorney's fees. Unless specifically ordered otherwise by the Court upon motion, notice, and opportunity for hearing, such monthly amount shall not exceed \$1,000 in cases in which the Debtor serves as a disbursing agent for ongoing mortgage payments and \$1,500 in cases in which the Trustee serves as disbursing agent for ongoing mortgage payments, in the first monthly disbursement following confirmation, and then up to \$350 per month thereafter until paid in full. Unless the confirmed plan states otherwise, attorney's fees shall be payable from available funds after payment of Trustee fees, ongoing mortgage payments, adequate protection payments, and other court-ordered payments.

For an attorney representing a debtor in a routine chapter 13 case, a fee not exceeding the applicable benchmark fee is presumed to be reasonable compensation (subject to rebuttal for cause shown) for those services rendered and reimbursement of those expenses considered included in the benchmark fee as set forth below.

In a routine chapter 13 case, the following services are presumed included in the benchmark fee:

- a) All conferences with the Debtor and all conferences with the Debtor after confirmation that pertain to the services listed below;
- b) Preparation (and service, if applicable) of the petition and its associated forms, schedules, statement of financial affairs, plan, all pre-confirmation amendments to all such documents, and any motion to extend time to file such documents;
- c) Attendance at the 341 meeting of creditors (including reset meetings);
- d) Attendance at confirmation and discharge hearings (including reset confirmation and discharge hearings);
- e) Preparation, service, and representation of the Debtor in connection with routine motions, which shall be deemed to include the following:
  1. Requests for moratorium (whether by motion or by administrative procedure);
  2. Motions to Waive Pay Order;
  3. Motions to Pay Filing Fees in Installments;
  4. Motions to Waive Credit Counseling;
  5. Motions for Continuance of the Stay under 11 U.S.C. § 362(c)(3);
  6. Objections to Claim and Motions to Value or Avoid Lien;
  7. Responses concerning pre-confirmation lift stay motions under 11 U.S.C. § 362; and
  8. Motions and affidavits requesting issuance of the Discharge Order.
- f) Making and performing the disclosures and duties required by 11 U.S.C. §§ 527 and 528, and assisting the Debtor in complying with the requirements of 11 U.S.C. § 521, and in a business case, assisting the Debtor in complying with the requirements of 11 U.S.C. § 1304; and
- g) Other miscellaneous normal and customary services including correspondence and communication with the Debtor, review of correspondence from the Debtor, and communication with the Trustee, the Trustee's office, and the Clerk's office.

Notwithstanding the foregoing, an attorney may, for cause shown, request the allowance of fees in excess of the benchmark fee for the routine services and reimbursement of expenses as set out above. Any such request must be made by motion, on notice and opportunity for a hearing, in the manner provided below.

Debtor's attorney may request an award of fees for additional services and reimbursement of expenses beyond those specified above, on motion with notice and opportunity

for a hearing. Such request may be by separate motion or in the motion that constitutes the additional services. However, any such request for the payment of fees and reimbursement of expenses from the Debtor may not be included in a responsive pleading (such as a response to a motion filed by another party), but instead must be made by separate motion.

Any motion requesting fees and reimbursement of expenses in relation to representing the Debtor shall set forth in the caption of the motion, in the body of the motion, and in the form of order submitted to approve the award of fees, the ordinal number of the request for fees. The body of the motion shall state the total of fees requested to date (including the initial fee and any other additional fee awards), the specific basis for the fee request, the proposed source of payment of the fees and expenses requested (e.g. directly by the Debtor, through the plan, from sales proceeds, etc.), and the anticipated effect of the allowance of the additional fees and expenses on the plan (including without limitation its feasibility and the amount of any reduction in the percentage payment of unsecured creditors' claims). Such motion shall be served on all parties in interest in the case.

After confirmation, any additional attorney's fees and reimbursement of expenses awarded that are to be paid through the plan shall be paid only after all fees awarded in the confirmation order have been paid in full. Such additional fees and expenses shall then be paid at a total rate of not more than \$350.00 per month, or if greater, in the amount necessary to complete payment within the remaining term of the plan. An attorney may request payment at a different rate only upon a showing of unusual circumstances, which shall be specifically set forth in the motion requesting such fees and expenses.

An attorney representing a chapter 13 debtor shall not demand or receive a post-petition payment from the Debtor without approval by the Court of the fees and expenses for which such payment is to be made. Additionally, the establishment of a benchmark fee and the procedures for requesting approval of additional fees shall not be construed as any basis to demand or receive any fees or reimbursement of expenses in an amount greater than that otherwise allowed for under the attorney's employment agreement with the Debtor.

#### **14. Certification Regarding Post-Petition Domestic Support Obligations, Tax Returns, and Direct Payments**

No later than 7 calendar days prior to the first scheduled confirmation hearing, the Debtor shall file an affirmation pursuant to F.R.C.P. 43(b) which affirms that: (1) The Debtor has paid all amounts that are required to be paid under a domestic support obligation, and that first become payable after the date of the filing of the petition if the Debtor is required by a judicial or administrative order, or by statute, to pay such domestic support obligations as required by 11 U.S.C. § 1325 (a)(8); (2) the Debtor has filed all applicable federal, state, and local tax returns as required by 11 U.S.C. § 1308, pursuant to 11 U.S.C. § 1325(a)(9); and (3) the Debtor is current in making all post-petition direct payments under the plan. Such affirmation by the Debtor shall be in the form substantially in compliance with Exhibit #7.

In the case of a debtor who is required by a judicial or administrative order, or by statute, to pay a domestic support obligation, the Debtor shall also file with the Court the certification

required by 11 U.S.C. § 1328(a) within 21 days after the completion by the Debtor of all payments under the plan.

### **15. Applications to Incur Consumer Debt**

The Debtor shall not incur consumer debt without written approval of either the Court or the Trustee. The Debtor's attorney (or the Debtor, if not represented by counsel) shall make written application to the Trustee for approval in an Application to Incur Consumer Debt. The Debtor's attorney shall not file the Application to Incur Consumer Debt with the Clerk. If approved by the Trustee, the Trustee shall file the approval with the Clerk. If the Trustee denies the Application to Incur Consumer Debt or does not respond within 14 days, the Debtor's attorney may then file with the Clerk a Motion to Incur Consumer debt and the Motion to Incur Consumer Debt shall contain as an attachment the Trustee's denial of the Application to Incur Consumer Debt, if applicable.

Additional attorney's fees, if any, approved by the Court as a result of an Application to Incur Consumer Debt may be paid through the chapter 13 plan and the plan base shall be increased accordingly if necessary to pay the allowed fee.

### **16. Federal Income Tax Refunds in Chapter 13 Cases**

The Trustee is hereby authorized to receive, endorse, and deposit all tax refund checks issued to the Debtor after the petition date and before the Debtor has made the final payment under the plan, or the Debtor's case is converted or dismissed. All such tax refund checks shall be applied in accordance with the provisions of the plan.

The Debtors are directed to maintain the same number of tax exemptions for withholding as when the case was filed, except as required by a change in dependent allowance(s), marital status, or to prevent post-petition income tax liabilities. Should the Debtor change the withholding exemptions, the Debtor must submit Schedules I and J within 30 days, specifically noting the basis for the amendment.

During the term of the Debtor's chapter 13 case, the Debtor shall provide a copy of the Debtor's annual post-petition income tax return to the Trustee. If a joint case, each Debtor shall comply with this provision if separate returns are filed.

### **17. Summary Dismissal of Case**

A chapter 13 case may be summarily dismissed upon submission of an order by the Trustee for any one of the following causes:

1. Failure of the Debtor to timely file a plan;
2. Failure of the Debtor to timely file schedules;
3. Unexcused failure of the Debtor to appear at the scheduled meeting of creditors;
4. The Debtor becomes 60 days delinquent on payments under a proposed or

- confirmed plan;
5. Failure of the Debtor to comply with the provisions of a prior order which provides for such relief;
  6. Failure of the Debtor to submit tax returns pursuant to 11 U.S.C. § 521(e)(2); and
  7. Failure of the Debtor to file payment advices pursuant to 11 U.S.C. § 521(a)(1)(B)(iv).

Failure or other action or inaction of the Debtor as cause for summary dismissal of a case, as described above, includes that of either Debtor in a joint case.

### **18. Procedures for Closing Completed Cases**

Upon payment by the Debtor of the final plan payment to the Trustee, the Trustee will file with the Court a Trustee's Notice of Completion of Plan Payments. The Trustee will serve copies of the Trustee's Notice of Completion of Plan Payments on the Debtor and the Debtor's attorney.

Unless the Debtor is not entitled to a discharge, the filing of the Trustee's Notice of Completion of Plan Payments will constitute notice that each debtor must file under penalty of perjury the Debtor's Motion for Entry of Discharge and Certification Regarding Plan Completion ("Motion for Entry of Discharge"), which shall be substantially in the form attached as Exhibit #8. The Motion for Entry of Discharge must be signed, filed, and served on all creditors and parties in interest included on the Court's mailing matrix within 60 days of the file date of the Trustee's Notice of Completion of Plan Payments. Failure to file the Motion for Entry of Discharge timely could result in the closing of the case without a discharge; and in such instance the Trustee is authorized to file a final report and request case closing notwithstanding that the Debtor has not requested or received a discharge. The Motion for Entry of Discharge will include verifications by the Debtor regarding satisfaction of plan requirements, entitlement to a discharge, and the status of domestic support obligations. The Motion for Entry of Discharge will also verify that the Debtor is not disqualified by the provisions of 11 U.S.C. § 1328(h) from receiving a discharge. Unless an objection is filed in a timely manner, and provided the Debtor is otherwise entitled, the Clerk of the Court will enter an Order of Discharge. Entry of the Order of Discharge without objection constitutes a finding that 11 U.S.C. § 1328(h) has been satisfied by the Debtor.

In the event the Debtor seeks a hardship discharge pursuant to 11 U.S.C. § 1328(b), the Debtor's Motion for Hardship Discharge shall include certifications regarding the status of domestic support obligations and that the Debtor is not disqualified by the provisions of 11 U.S.C. § 1328(h) from receiving a discharge. The Trustee will not file the Trustee's Notice of Completion of Plan Payments.

## **19. Procedures Relating to Ongoing Mortgage Payments**

### **A. Definitions:** As used herein, the following terms shall mean:

1. “Arrearage” means past-due payments, fees, or charges due to a Mortgage Creditor as of the Petition Date.
2. “Ongoing Mortgage Payment” means the monthly post-petition amount the Debtor is obligated to pay to the Mortgage Creditor, and that will be disbursed by the Trustee under the plan or this Standing Order, on a monthly basis pursuant to the terms of a note, mortgage, or deed of trust constituting a perfected lien on real property that is the Debtor’s principal residence, including principal, interest, taxes, insurance, and any other charges allowed to be escrowed or otherwise charged or assessed against such real property. This does not include rental or lease payments, lot payments, or payments on Contracts for Deed.
3. “Mortgage Creditor” means the entity or entities, or the servicer for such entity or entities, asserting a claim secured by a consensual lien through a mortgage or deed of trust on real property that is the principal residence of the Debtor.
4. “Petition Date” means the date the Debtor files the chapter 13 petition or the date the case converted to chapter 13 from another chapter.
5. “Party in Interest” means the Debtor, the Trustee, the United States Trustee, the holder(s) of a lien in real property that is the Debtor’s principal residence, and any other party with an interest in the property.

### **B. Ongoing Mortgage Payments**

1. If a debtor owes an arrearage claim to a Mortgage Creditor, all post-petition mortgage payments to the Mortgage Creditor during the term of the chapter 13 plan shall be made through the Trustee as part of the chapter 13 plan payment.
2. If a debtor is current on the mortgage on the Petition Date, the Debtor may make the post-petition mortgage payments directly to the Mortgage Creditor.
  - a) If a debtor who is current on the mortgage on the Petition Date makes the post-petition mortgage payments directly to the Mortgage Creditor, Debtor shall complete Exhibit #1 and provide that document to the Trustee (not the Court) within 5 days of the Petition Date.
  - b) If a debtor who is current on the mortgage on the Petition Date nevertheless decides to pay the post-petition payments to the Mortgage

Creditor through the Trustee as part of the plan payment, the terms of this Standing Order apply.

**C. Debtor's Duties**

1. A debtor with an arrearage claim shall complete Exhibit #2 Mortgage Arrearage Claim Checklist and Exhibit #3 Authorization to Release Information to the Trustee and provide those documents to the Trustee (not to the Court) within 5 days of the Petition Date.
2. The Debtor's plan shall include the name of all Mortgage Creditors holding an arrearage claim and shall include the estimated amount of the Arrearage and the full amount of the Ongoing Mortgage Payment as of the Petition Date.
3. If the Ongoing Mortgage Payment is to be paid through the Trustee, the Debtor shall include in the chapter 13 plan payment to the Trustee the amount of the Ongoing Mortgage Payment, plus the Trustee fees.

**D. Trustee's Duties**

1. The Trustee will not disburse Ongoing Mortgage Payments until a proof of claim is filed with the Court. If the Trustee deems the proof of claim to contain sufficient information, and in the absence of a filed objection to the proof of claim, the Court grants the Trustee authority to disburse Ongoing Mortgage Payments as if the plan had been confirmed. If the Trustee has available and sufficient funds, the initial disbursement should precede the hearing on plan confirmation. The Trustee is authorized to make disbursements of Ongoing Mortgage Payments and disbursements on arrearage claims on the same regular monthly dates that the Trustee makes disbursements to other creditors in accordance with the Trustee's normal operating procedures.
2. The Trustee is authorized to set up an additional claim for the Mortgage Creditor for the Debtor's first mortgage payment due after the filing of the case. The claim will be paid as a secured claim, on a pro-rata basis along with the pre-petition mortgage arrearage claim, unless the Mortgage Creditor has already clearly added such amount to the pre-petition arrearage claim. This allowance shall reimburse the Mortgage Creditor for any post-petition delinquency that may accrue until the Trustee begins payments to that Creditor.
3. If a Party in Interest objects to the amount of the Ongoing Mortgage Payment, the Trustee shall be authorized to hold the Ongoing Mortgage Payments in reserve pending a resolution of the objection pursuant to an allowed amended claim or a Court order.

**E. Mortgage Creditor's Duties**

1. Any Ongoing Mortgage Payment disbursed by the Trustee to the Mortgage Creditor shall be applied to the next post-petition payment due under the terms of the note and shall not accrue a late charge under such note or reported as "late" to the credit reporting agencies unless the Debtor fails to make a full payment under the chapter 13 plan to the Trustee that causes a delay in the Trustee's disbursement of the Ongoing Mortgage Payment to the Mortgage Creditor.
2. The Mortgage Creditor shall comply with subsection F herein regarding post-petition mortgage payment changes and charges.

**F. Post-Petition Mortgage Payment Changes and Charges**

1. Changes to Ongoing Mortgage Payment. If the mortgage documents provide for payment changes, including changes due to interest rate adjustments or escrow account modifications, the following terms shall apply:
  - a) No later than 21 days prior to any post-petition change in the Ongoing Mortgage Payments, the Mortgage Creditor shall file with the Court and serve on the Debtor and Debtor's counsel a document that substantially complies with Official Form 410S1, Notice of Mortgage Payment Change, that shall include the new mortgage payment amount, the date the new payment takes effect, and a description of the reason for the payment change.
  - b) No later than 21 days after service of the Mortgage Creditor's Notice of Mortgage Payment Change, any Party in Interest may file a response to such notice of payment change. If no such response is filed, that amount will become the new Ongoing Mortgage Payment on the effective date provided in the Mortgage Creditor's Notice of Mortgage Payment Change. The Trustee is authorized to disburse the new Ongoing Mortgage Payment without seeking formal modification of the plan. If the Mortgage Creditor's Notice of Mortgage Payment Change is filed less than 21 days prior to the effective date of the mortgage payment change, the Trustee is authorized to set the new Ongoing Mortgage Payment to commence as soon as practicable.
  - c) If a response is filed to the Mortgage Creditor's Notice of Mortgage Payment Change, the Court will set a hearing in the ordinary course. The Trustee is authorized to disburse the new Ongoing Mortgage Payment after the effective date provided in the Mortgage Creditor's Notice of Mortgage Payment Change if the disbursement occurs prior to the hearing.

- d) A Mortgage Creditor shall not file any Notice of Mortgage Payment Change unless the change is authorized by the agreement upon which the claim is based. The Trustee may only change the mortgage payment if the Mortgage Creditor's Notice of Mortgage Payment Change is filed with the Court, unless otherwise ordered by the Court.
  - e) If a Mortgage Creditor has a claim based on an open-end credit agreement such as a home equity line of credit, or if the interest rate or payment term is subject to frequent change that makes compliance with this sub-part impracticable or overly burdensome, a motion may be filed with the Court to exempt that claim from compliance with this subsection or to alter the manner of compliance required. The Mortgage Creditor, the Debtor, and the Trustee may also present an agreement to do so for the Court's approval.
2. Post-Petition Mortgage, Fees, Expenses, and Charges. If the Mortgage Creditor incurs post-petition attorney's fees, costs, or other charges such as property inspection fees, post-petition late charges, or other items payable by the Debtor under the terms of the loan documents, the following shall apply:
- a) Following service of the Mortgage Creditor's Notice of Post-Petition Mortgage Fees, Expenses, and Charges, the Trustee is authorized to add such amount as an arrearage claim to be paid as funds are available for that class of claimant, after payment of other allowed secured claims. The Mortgage Creditor shall not duplicate or separately claim allowance of such fees, expenses, or charges in an order of the Court or in a proof of claim.
  - b) The Trustee shall annually file a report (Exhibit #4) which sets forth the date and amount of each payment made by the Trustee to a creditor whose claim is subject to these provisions. The report shall specify the period covered by the report and identify the months for which each contractual payment is applied according to the records of the Trustee. The report shall be served on the Debtor, Debtor's counsel, and each creditor holding a claim described on the report.
3. Changes to Mortgage Creditor Payee. At least 60 days prior to a change of the name of the Mortgage Creditor payee, or change to the address to which Ongoing Mortgage Payments should be sent, Mortgage Creditor shall file with the Court and notify the Trustee, Debtor, and Debtor's attorney of any such change using a document that conforms to Exhibit #5 Notice of Transfer of Servicing. The Trustee will change the name and/or address of the Mortgage Creditor payee as soon as practicable after the Notice of Transfer of Servicing is filed with the Court. In the event the Mortgage Creditor or its transferee files a document in a different form that sufficiently gives notice of the transfer of the claim and/or transfer of servicing and/or change of address or

name of payee, the Trustee will change the name and/or address of the Mortgage Creditor payee as soon as practicable after such document is filed with the Court. Any such document shall be served on the Trustee, Debtor, and Debtor's attorney contemporaneously with the filing of the document with the Court.

**G. Trustee's Final Report Upon Dismissal or Conversion**

Upon dismissal or conversion of the case, the Trustee will, in the ordinary administration of the case, file a Final Report including an accounting of all Arrearage payments and Ongoing Mortgage Payments. The Mortgage Creditor will have 30 days from the filing of such report to file an objection to the Trustee's accounting. Absent a timely objection, the Trustee's Final Report will be binding on the Mortgage Creditor.

**H. Effect of Plan Completion**

Upon ceasing the conduit mortgage payments to be paid through the chapter 13 plan at or around the completion of a chapter 13 case, the Trustee will file a Notice Deeming Mortgage Current and Directing Debtor to Resume Monthly Mortgage Payments (Exhibit #6). The Mortgage Creditor will have 21 days from the filing of the notice to file an objection. Absent a timely objection, the Trustee's Notice Deeming Mortgage Current and Directing Debtor to Resume Monthly Mortgage Payments will be binding on the Mortgage Creditor and Debtor with the same effect as an order of the Bankruptcy Court.

**20. Other Rules Applicable**

Nothing in this Standing Order shall relieve any party from complying with any obligation under the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the District and Bankruptcy Courts of the Western District of Texas, or any applicable Standing Orders. These procedures shall not be modified by any plan language without express order from the Court.

The above procedures are hereby adopted for the Bankruptcy Court for the Western District of Texas in the Midland-Odessa Division.

IT IS SO ORDERED.

###

**EXHIBIT 1**

Debtor 1 Name: \_\_\_\_\_ Case #: \_\_\_\_\_

Debtor 2 Name: \_\_\_\_\_

**PRE-PETITION MORTGAGE DECLARATION FOR DEBTOR(S) CURRENT  
ON ALL MORTGAGE PAYMENTS**

**SUBMIT TO TRUSTEE ONLY**  
**DO NOT FILE THIS DOCUMENT WITH THE COURT**

\_\_\_\_\_ The Debtor(s) are current on all home mortgage payments and shall continue to pay the regular monthly mortgage payment(s) directly to the creditor(s) listed below.

\_\_\_\_\_ The Debtor(s) do not have a mortgage.

\_\_\_\_\_ The Debtor(s) will surrender their homestead.

**THE FOLLOWING INFORMATION MUST BE PROVIDED FOR ALL  
MORTGAGE CLAIMS THE DEBTOR(S) PLAN(S) TO PAY DIRECTLY. A  
COPY OF THE MORTGAGE PAYMENT COUPON OR THE MOST RECENT  
MORTGAGE STATEMENT MUST ALSO BE ATTACHED.**

Complete Name of Mortgage Creditor/Service: \_\_\_\_\_

Complete Payment Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone/Fax Number: \_\_\_\_\_ / \_\_\_\_\_

Name of Legal Representative, if known: \_\_\_\_\_

Address of Legal Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Complete (Unredacted) Account Number: \_\_\_\_\_

---

Signature (Debtor 1)

---

Date

---

Signature (Debtor 2)

---

Date

**EXHIBIT 2**  
**MORTGAGE ARREARAGE CLAIM CHECKLIST**

**SUBMIT TO THE TRUSTEE ONLY**  
**DO NOT FILE THIS DOCUMENT WITH THE COURT**

Debtor Name(s): \_\_\_\_\_

Bk Case #: \_\_\_\_\_

Property Address: \_\_\_\_\_

Residence

Rental

Other

Describe: \_\_\_\_\_

Daytime Phone: (    ) \_\_\_\_\_ Evening: (    ) \_\_\_\_\_

Mortgage Company Attorney Name and Contact Information:

\_\_\_\_\_

**THE FOLLOWING INFORMATION MUST BE PROVIDED FOR ALL  
MORTGAGE ARREARAGE CLAIMS LISTED IN YOUR PLAN. PLEASE  
COMPLETE THIS FORM TO THE BEST OF YOUR ABILITY AND ATTACH  
THE MORTGAGE PAYMENT COUPON OR STATEMENT PROVIDED TO  
YOU BY THE MORTGAGE CREDITOR.**

Creditor Name: \_\_\_\_\_

Account #: \_\_\_\_\_

Payment Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Creditor Phone Number: \_\_\_\_\_

Regular Monthly Payment Amount: \$ \_\_\_\_\_ Current Interest Rate: \_\_\_\_\_%

Monthly Payment Due Date: \_\_\_\_\_

Date Payment Late: \_\_\_\_\_ Monthly Late Charge Amount: \$ \_\_\_\_\_

Is there a grace period for making a payment? If so, explain: \_\_\_\_\_

\_\_\_\_\_

Is this a variable interest rate loan? Yes No

If yes, when is the next anticipated adjustment date? \_\_\_\_\_

Are property taxes included in the monthly payment? Yes No

Is insurance included in the monthly payment? Yes No

Is the loan due in full and payable in less than 5 years? Yes No

If yes, due date: \_\_\_\_\_

**EXHIBIT 3**

**AUTHORIZATION TO RELEASE INFORMATION TO THE TRUSTEE  
REGARDING SECURED MORTGAGE CLAIMS BEING PAID BY THE  
TRUSTEE**

**SUBMIT TO THE TRUSTEE ONLY**  
**DO NOT FILE THIS DOCUMENT WITH THE COURT**

Debtor Name(s): \_\_\_\_\_

Bk Case #: \_\_\_\_\_

The Debtor(s) in the above captioned bankruptcy case hereby authorize any and all lien holder(s) on real property of the bankruptcy estate to release information to Gary Norwood, Standing Chapter 13 Trustee, or such Trustee's successor in interest. The information to be released includes but is not limited to the amount of the post-petition monthly installment, the annual interest rate and its type, the loan balance, impound accounts, amount of the contractual late charge and the mailing address for payments. This information will only be used by the Trustee and his staff in the administration of the bankruptcy estate and may be included in motions before the Court.

Debtor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Joint Debtor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 4**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
MIDLAND-ODESSA DIVISION**

<b>IN RE:</b>	§	<b>CASE NO.</b>
	§	
	§	
<b>DEBTOR(S)</b>	§	<b>CHAPTER 13</b>

**NOTICE OF TRUSTEE DISBURSEMENTS IN ONGOING MORTGAGE CASE**

**NOTICE IS HEREBY GIVEN** that the following is a schedule of payments made on the claim of \_\_\_\_\_ (Mortgage Creditor).

This notice covers the period from [*date after last notice sent*] through [*today's date*]. These payments should be applied pursuant to the terms of the confirmed/modified plan, beginning with the first installment due under the terms of the plan, and in accordance with the procedures in place in the Western District of Texas, Midland-Odessa Division.

In order to collect a claim against the estate or the debtor for late charges, attorney fees, or other charges you believe are authorized pursuant to your agreement with the debtor (other than a claim for a regularly scheduled installment that became due within the period covered by this report) you must file your claim pursuant to Federal Rule of Bankruptcy Procedure 3002.1(c). You may file this claim by filing a supplemental proof of claim that clearly itemizes and identifies the charges being asserted.

**RESPECTFULLY SUBMITTED,**

/s/ Gary Norwood  
Gary Norwood, Trustee  
P.O. Box 2331  
Midland, TX 79702-2331  
Telephone: (432) 686-9452

## SUMMARY OF PAYMENTS

*[insert payment history]*

## CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing was sent to all parties as listed below on *[date]*, either electronically or via U.S. First Class Mail.

United States Trustee  
*[address]*

Debtor's Attorney  
*[address]*

Debtor  
*[address]*

Mortgage Co.  
*[notice address from proof of claim]*

Mortgage Co.  
*[address from notice of appearance]*

Counsel for Mortgage Co.  
*[address]*

/s/ Gary Norwood  
Gary Norwood, Trustee

**EXHIBIT 5**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
MIDLAND-ODESSA DIVISION**

In re: Debtors.	Case No. Chapter 13 Judge
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**MORTGAGE CREDITOR'S NOTICE OF TRANSFER  
OF SERVICING**

**PLEASE TAKE NOTICE** that the servicing of the mortgage loan represented by Proof of Claim No. \_\_\_\_ filed on \_\_\_\_\_ in the amount of \$\_\_\_\_\_ by \_\_\_\_\_, Transferor, with the address of \_\_\_\_\_ has been transferred to \_\_\_\_\_, Transferee (Loan No. \_\_\_\_\_).

Chapter 13 Trustee Conduit Mortgage Payments and Arrearage payments should be sent to Transferee at the following address:

Mortgage Creditor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Tele No: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name  
Company Name  
Company Address  
Company Phone/Fax

**EXHIBIT 6**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
MIDLAND-ODESSA DIVISION**

**IN RE:** §  
§ **CASE NO.**  
§  
**DEBTOR(S)** § **CHAPTER 13**

**TRUSTEE’S NOTICE DEEMING MORTGAGE CURRENT AND DIRECTING  
DEBTOR(S) TO RESUME MONTHLY MORTGAGE PAYMENTS**

**This pleading requests relief that may be adverse to your interests.**

**No hearing will be conducted on this Notice unless a written objection is filed within 21 days from the date of service.**

**A timely objection is necessary for a hearing to be held. If no objection is timely filed, the Trustee’s Notice Deeming Mortgage Current and Directing Debtor(s) to Resume Monthly Mortgage Payments will be binding on the mortgage creditor and the debtor(s) with the same effect as an order of the Bankruptcy Court.**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Gary Norwood, Chapter 13 Trustee (hereinafter “Trustee”), and making this *Notice Deeming Mortgage Current and Directing Debtor(s) to Resume Monthly Mortgage Payments* states as follows:

1. That the Debtor(s) has/have completed all payments due under the Chapter 13 Plan as confirmed and modified herein and that attached hereto and marked as Exhibit 1 is the Trustee’s record of payees and payments on the Debtor(s)’s residential home mortgage.
2. That the Trustee has paid all monthly mortgage payments due during the Plan in accordance with the provisions of said Plan and has further paid all arrearages, interest, costs, escrow shortages, attorney fees and other expenses as set forth in the original and any amended proof of claim or written notice filed by [Mortgage Creditor], its predecessors, successors and assignees.
3. That the Trustee has provided [Mortgage Creditor] with written notice of completion of the Debtor’s Plan and payment in full of all amounts set out above.

4. That the Debtor(s)'s mortgage is current through the month of \_\_\_\_\_.
5. The Debtor(s) is/are directed to resume making regular monthly mortgage payments beginning with the payment due for \_\_\_\_\_.

Respectfully Submitted:

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Gary Norwood, Trustee  
P.O. Box 2331  
Midland, TX 79702-2331  
Telephone: (432) 686-9452

CERTIFICATE OF SERVICE

I certify that on \_\_\_\_\_ a copy of the foregoing *Trustee's Notice Deeming Mortgage Current and Directing Debtor(s) to Resume Monthly Mortgage Payments* was served electronically and/or by United States Mail upon the Mortgage Creditor, Creditor's Counsel, Debtor(s), Debtor(s)'s Counsel and the U.S. Trustee at the addresses indicated below.

---

Gary Norwood, Trustee

U.S. Trustee  
[address]

Attorney for Debtor(s)  
[address]

Debtor(s)  
[address]

Mortgage Creditor  
[notice address on proof of claim]

Mortgage Creditor  
[notice address on notice of appearance]

Attorney for Mortgage Creditor  
[address]

**EXHIBIT # 7**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DIVISION OF TEXAS  
MIDLAND-ODESSA DIVISION**

**IN RE:** § **CASE NO.**  
§  
§  
**DEBTOR(S)** § **CHAPTER 13**

**DECLARATION OF THE DEBTOR(S)  
CONCERNING CONFIRMATION REQUIREMENTS**

The Debtor(s) in the above captioned case, \_\_\_\_\_,  
being duly sworn upon oath, state as follows (check all applicable statements):

1.  Since the filing of this bankruptcy case, I/we have not been required by a judicial or administrative order or by statute to pay any domestic support obligation as defined in 11 U.S.C. § 101(14A).

**OR**

- I/We have paid all amounts that first became due and payable under a domestic support obligation (as defined in 11 U.S.C. § 101(14A)) after the filing of this bankruptcy case that I/we am/are required by a judicial or administrative order or by statute to pay.
2.  I/We have filed all federal, state, and local tax returns required by law to be filed for all taxable periods ending during the four year period prior to the filing of this bankruptcy case.
3.  I/We have made all direct post-petition payments provided for under the plan, and am/are current on all of those direct payments which have become due post-petition.

**By signing this Affidavit, I/we acknowledge that all statements contained herein are true and accurate and that the Court may rely on the truth of each of these statements in determining whether to confirm my/our Chapter 13 Plan. The Court may revoke confirmation of the Chapter 13 Plan if the statements herein are not accurate. Debtor(s) understand that, should any of the above declarations change prior to entry of a confirmation order, Debtor(s) will have to file an updated Declaration.**

*I/We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_\_\_.*

**Debtor:** \_\_\_\_\_ **Debtor:** \_\_\_\_\_

**EXHIBIT # 8**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
MIDLAND-ODESSA DIVISION**

**IN RE:** § **CASE NO.**  
§  
§  
**DEBTOR(S)** § **CHAPTER 13**

**DEBTOR'S MOTION FOR ENTRY OF DISCHARGE  
AND CERTIFICATION REGARDING PLAN COMPLETION**

**This pleading requests relief that may be adverse to your interests.**

**If no timely response is filed within 21 days from the date of service, the relief requested herein may be granted without a hearing held.**

**A timely response is necessary for a hearing to be held.**

TO THE HONORABLE JUDGE OF SAID COURT:

The Debtor(s) request that the Court issue a Discharge Order in this Chapter 13 bankruptcy case. In furtherance thereof, the Debtor(s) make(s) the following affidavit:

- \_\_\_ 1. The Chapter 13 Trustee has filed a Notice of Completion of Plan Payments. I/We verify that I/We have satisfied all plan requirements.
- \_\_\_ 2. I/We completed an instructional course concerning personal financial management described in 11 U.S.C. Section 111 and have filed with the Court the appropriate form indicating completion of such course.
- \_\_\_ 3.A. I/We have not been required by a judicial or administrative order, or by statute, to pay any domestic support obligation as defined in 11 U.S.C. Section 101(14A) either before this bankruptcy was filed or at any time after the filing of this bankruptcy.

**OR (answer either 3.A or 3.B, whichever is applicable)**

- \_\_\_ 3.B I/We certify that, prior to the date of this affidavit, I/we have paid all amounts due under any domestic support obligation [as defined in 11 U.S.C. Section 101(14A)] required by a judicial or administrative order, or by statute, including amounts due before this bankruptcy was filed, to the extent provided for by the plan.

- \_\_\_ 4. I/We have not received a discharge in a bankruptcy case filed under Chapter 7, 11, or 12 within four (4) years prior to filing this Chapter 13 case.
- \_\_\_ 5. I/We have not received a discharge in another Chapter 13 bankruptcy case filed within two (2) years prior to filing this Chapter 13 case.
- \_\_\_ 6. The provisions of 11 U.S.C. §522(q)(1) are not applicable to me/us.
- \_\_\_ 7. There is not currently pending any proceeding in which I/either of us may be found guilty of a felony of the kind described in 11 U.S.C. §522(q)(1)(A) or liable for a debt of the kind described in 11 U.S.C. §522(q)(1)(B).
- \_\_\_ 8. I am/Each of us are entitled to a discharge under 11 U.S.C. §1328.

**By signing this motion and affidavit, I/we acknowledge that all of the statements contained herein are true and accurate and that the Court may rely on the truth of each of these statements in determining whether to grant me/us a discharge in this Chapter 13 bankruptcy case. The Court may revoke my/our discharge if the statements relied upon are not true and accurate.**

FURTHER AFFIANT(S) SAYETH NOT.

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Debtor

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My Commission Expires: \_\_/\_\_/\_\_

WHEREFORE, Debtor(s) pray that this Court enter a Discharge Order in this case and grant such other and further relief to which Debtor(s) may be entitled.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTORNEY for Debtor(s): \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_

CERTIFICATE OF SERVICE

*Debtor(s) shall be responsible for service of this Motion on the Chapter 13 Trustee, the creditors, and all parties-in-interest including all holders of domestic support obligations and applicable state child support enforcement agencies. A certificate of service must be completed, attached and filed with this Motion. The certificate of service must also include the addresses for the persons and entities served.*