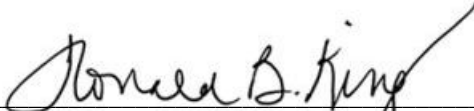


SIGNED this 23rd day of March, 2012.



  
\_\_\_\_\_  
Ronald B. King  
United States Chief Bankruptcy Judge

  
\_\_\_\_\_  
Leif M. Clark  
United States Bankruptcy Judge

  
\_\_\_\_\_  
Craig A. Gargotta  
United States Bankruptcy Judge

  
\_\_\_\_\_  
H. Christopher Mott  
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

§  
§  
§  
§  
§

**AMENDED STANDING ORDER RELATING TO ONGOING MORTGAGE  
PAYMENTS IN CHAPTER 13 CASES IN THE AUSTIN DIVISION**

This Standing Order supplements the *Standing Order for Chapter 13 Case Administration for Austin Division*, entered by the court on November 24, 2008 (referenced herein as “Standing Order”), which remains in effect.

1. **DEFINITIONS:** As used herein, the following terms shall mean:
  - a. “Arrearage” means past-due payments, fees or charges due to a Mortgage Creditor as of the petition date.
  - b. “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 these Rules, 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.*
  - c. “Debtor” means a Chapter 13 Debtor or Debtors.

- d. “Mortgage Creditor” means the entity, or the servicer for such entity, 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.
- e. “Petition Date” means the date the Debtor files the Chapter 13 petition or the date the case converted to Chapter 13 from another chapter.
- f. “Trustee” means the Standing Chapter 13 Trustee.
- g. “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, or any other party with an interest in the property.

## **2. ONGOING MORTGAGE PAYMENTS**

- a. 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.
- b. The Debtor may be excused from complying with this Rule upon the entry of a Court order after a motion establishing good cause therefore.<sup>1</sup> The additional cost associated with the trustee fee on the Ongoing Mortgage Payment will not, by itself, constitute good cause.
- c. If a Debtor has no Arrearage claim other than the regular payment due in the month of filing or conversion, the Debtor may make the post-petition mortgage payments directly to the Mortgage Creditor.
  - i. If a Debtor who has no Arrearage claim other than the regular payment due in the month of filing or conversion makes the post-petition mortgage payments directly to the Mortgage Creditor, Debtor shall complete Exhibit A and provide that document to the Trustee (not the Court) within 5 days of the Petition Date.
  - ii. If a Debtor who has no Arrearage claim other than the regular payment due in the month of filing or conversion nevertheless decides to pay the post-petition payments to the Mortgage Creditor through the Chapter 13 Trustee as part of the plan payment, the terms of the Standing Order herein apply.

## **3. DEBTOR’S DUTIES**

- a. A Debtor with an Arrearage claim shall complete Exhibit B *Mortgage Arrearage Claim Checklist* and Exhibit C *Authorization to Release Information to the*

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<sup>1</sup> See e.g., *In re Perez*, 339 B.R. 385 (Bankr. S.D. Tex. 2006), aff’d, 373 B.R. 468 (S.D. Tex. 2007), (twenty-one nonexclusive factors to be examined in determining whether to excuse debtors from making ongoing mortgage payments through the plan).

*Trustee* and provide those documents to the Trustee (not to the Court) within 5 days of the Petition Date.

- b. 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 monthly Mortgage Payment as of the Petition Date.
- c. Immediately upon receipt, the Debtor shall provide to the Trustee a copy of all correspondence, notices, statements, payment coupons, escrow notices and default notices received from the Mortgage Creditor concerning any adjustment to the Ongoing Mortgage Payment, along with a completed Exhibit D attached to the documentation. The automatic stay is modified to permit Mortgage Creditors to issue such notices.
- d. The Debtor shall include in the Chapter 13 plan payment to the Trustee the amount of the Ongoing Mortgage Payment, plus the Trustee's fee.

#### **4. TRUSTEE'S DUTIES**

- a. The Trustee will not disburse Ongoing Mortgage Payments until a Proof of Claim, including the information set forth in Exhibit E *Addendum to Mortgage Proof of Claim*, is filed with the Court. The information should include the monthly post-petition mortgage payment and the current amount of the monthly late fee. 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 funds, the initial disbursement should precede the hearing on plan confirmation.
- b. The Trustee shall add an amount equal to one (1) post-petition mortgage payment plus one associated late fee to the amount included in the Mortgage Creditors' Proof of Claim, to be paid through the plan as an arrearage claim, unless the Mortgage Creditor has already clearly added such amount to the 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.
- c. For all purposes hereunder, the Trustee shall use the amount of the Ongoing Mortgage Payment asserted in the Exhibit E *Addendum to Mortgage Proof of Claim* or otherwise clearly set forth in the proof of claim. If a party-in-interest objects to the amount of the Ongoing Mortgage Payment, the Trustee will hold Ongoing Mortgage Payments in reserve pending a resolution of the objection pursuant to an allowed amended claim or a Court order.
- d. The Trustee shall only disburse the full amount of an Ongoing Mortgage Payment to a Mortgage Creditor. If there are insufficient funds in the Debtor's account with the Trustee to make a full Ongoing Mortgage Payment plus the Trustee's fee, the Trustee shall hold such funds until a sufficient amount is received from the Debtor to make a full Ongoing Mortgage Payment.

- e. The Trustee is authorized to deduct from any payments collected, pursuant to 11 U.S.C. §1326, the authorized percentage fee on the funds distributed as necessary costs and expenses, together with any fee, charge or amount required under §1326.

## **5. MORTGAGE CREDITOR'S DUTIES**

- a. A Mortgage Creditor with an Arrearage claim shall file a proof of claim with an attachment or information that substantially complies with Exhibit E *Addendum to Mortgage Proof of Claim*.
- b. The Mortgage Creditor shall provide to the Trustee copies of all correspondence, notices, statements, payment coupons, escrow notices and default notices concerning any change to the Ongoing Mortgage Payments or interest rate immediately upon receipt or creation of the same, along with a completed Exhibit D attached to the documentation.
- c. 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.
- d. The Mortgage Creditor shall comply with subsection 6 herein regarding *Post-Petition Mortgage Payment Changes and Charges*.

## **6. POST-PETITION MORTGAGE PAYMENT CHANGES AND CHARGES**

- a. 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:
  - i. 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 B 10S1 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.
  - ii. No later than 30 days after service of the *Mortgage Creditor's Notice of Mortgage Payment Change*, the Debtor, the Trustee, the United States Trustee, or 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*.

- iii. If no timely objection is filed to 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. The Trustee shall be allowed to adjust the plan payment and plan base sufficiently to pay the new Ongoing Mortgage Payment while substantially maintaining the dividend to creditors per the confirmed plan. The Trustee shall file a *Notice of Adjustment of Plan Payment* with the Court, and shall serve the *Notice of Adjustment of Plan Payment* on the Debtor and Debtor's counsel.
  - iv. Should the new Ongoing Mortgage Payment jeopardize feasibility of the plan, the Trustee may file a motion to modify the plan or seek conversion or dismissal of the case, as the Trustee deems appropriate. The Debtor may also file a motion to modify the plan or seek conversion or dismissal of the case, if appropriate.
  - v. 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 shall set the new Ongoing Mortgage Payment to commence as soon as practicable.
  - vi. No post-petition adjustment to the Ongoing Mortgage Payment shall be valid unless authorized by the agreement upon which the claim is based. The Chapter 13 Trustee shall not change the mortgage payment unless the *Mortgage Creditor's Notice of Mortgage Payment Change* is filed with the Court, unless otherwise ordered by the Court.
  - vii. If a Mortgage Creditor has a claim based on an open-end credit agreement such as a home equity line of credit, and/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.
- b. Post-petition Charges and Fees. 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:
- i. Following service of the *Mortgage Creditor's Notice of Postpetition Mortgage Fees, Expenses and Charges*, the Trustee shall 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.
  - ii. The Trustee shall annually file a report (Exhibit I) 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.

- c. 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 the Debtor's attorney of any such change using a document that conforms to Exhibit J *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.

## **7. MODIFICATIONS TO ADD POST-PETITION ONGOING MORTGAGE PAYMENT**

In cases filed after the entry of this Standing Order, if the Debtor fails to make post-petition Ongoing Mortgage Payments directly pursuant to Section 2(c) herein, the Debtor shall modify the confirmed Plan to provide that future Ongoing Mortgage Payments shall be made by the Trustee. The modified plan must specifically state the name, address and account number of the creditor to whom payments are to be made; the date on which the Trustee is to commence making the ongoing mortgage payments; and the treatment of the post-petition delinquency, including the gap between the date when the debtor modified the plan and the date on which the Trustee is to commence making the ongoing mortgage payments.

## **8. TRUSTEE'S FINAL REPORT UPON DISMISSAL OR CONVERSION**

Upon dismissal or conversion of the case, the Trustee will 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.

## **9. EFFECT OF PLAN COMPLETION**

Upon the filing of a *Notice of Completion of Plan Payments* by the Trustee, the Trustee will file a *Notice Deeming Mortgage Current and Directing Debtor to Resume Monthly Mortgage Payments* (Exhibit K). 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.

## **10. ATTORNEY'S COMPENSATION**

Unless 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 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 \$250 per month thereafter until paid in full. Attorney fees shall be payable from available funds after payment of administrative expenses, adequate protection payments, and ongoing mortgage payments.

The Trustee is authorized, upon an involuntary dismissal or conversion prior to confirmation, to disburse up to \$1,000 in cases in which the debtor serves as disbursing agent for ongoing mortgage payments and up to \$1,500 in cases in which the Trustee serves as disbursing agent for ongoing mortgage payments, from the balance on hand to attorney's fees. No further Order of the court shall be necessary to authorize this disbursement. Attorney fees shall be payable from available funds after payment of administrative expenses, adequate protection payments, and ongoing mortgage payments.

## **11. 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.

## **12. PERIODIC REVISION OF PLAN, EXHIBITS**

The form Plan (Exhibit L) and Exhibits to this Standing Order may be revised periodically.

## **13. EFFECTIVE DATE**

The provisions of this Order become effective upon entry for all Chapter 13 cases filed or converted on or after such date.

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

IT IS SO ORDERED.

# # #

**EXHIBIT A**

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 mortgage.

**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 (un-redacted)** Account Number: \_\_\_\_\_



---

Signature (Debtor 1)

---

Date

---

Signature (Debtor 2)

---

Date

## Exhibit B

### MORTGAGE ARREARAGE CLAIM CHECKLIST

**SUBMIT TO THE TRUSTEE ONLY  
DO NOT FILE 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 C**

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

**SUBMIT TO THE TRUSTEE ONLY  
DO NOT FILE 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 Deborah B. Langehennig, Standing Chapter 13 Trustee. The information to be released includes but is not limited to the amount of the postpetition 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 her 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 D**

**COVER SHEET FOR CORRESPONDENCE REGARDING ONGOING  
MORTGAGE PAYMENTS**

BK Case #: \_\_\_\_\_ Debtor(s) Name: \_\_\_\_\_

Party Forwarding Correspondence to the Trustee:

\_\_\_\_\_ Debtor(s)

\_\_\_\_\_ Debtor's(s) Attorney

\_\_\_\_\_ Mortgage Creditor/Service

Company: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

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

Contact/Reference #: \_\_\_\_\_

Document(s):

\_\_\_\_\_ Address change

\_\_\_\_\_ Monthly payment amount change

\_\_\_\_\_ Default Notice

\_\_\_\_\_ Escrow amount change

\_\_\_\_\_ Notice of additional fees or late charges

\_\_\_\_\_ Other: \_\_\_\_\_

# EXHIBIT E

## PROOF OF CLAIM ADDENDUM FOR

### RESIDENTIAL HOME MORTGAGES PAID THROUGH THE CHAPTER 13 TRUSTEE

Debtor Name(s) \_\_\_\_\_ Bk Case # \_\_\_\_\_

Address of Mortgaged Property \_\_\_\_\_

Legal Description:

\_\_\_\_\_

Lot	Block	Subdivision
-----	-------	-------------

Creditor Name \_\_\_\_\_ Debtor Acct # \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Creditor Attorney Name \_\_\_\_\_

Attorney Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

#### Mortgage Information

Current Principal Balance \_\_\_\_\_

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

Is this a variable interest loan?  Yes  No

If yes, date of next adjustment \_\_\_\_\_

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 \_\_\_\_\_

#### Arrearage Calculation

\_\_\_\_\_ monthly payments of \_\_\_\_\_

\_\_\_\_\_ monthly payments of \_\_\_\_\_

\_\_\_\_\_ monthly payments of \_\_\_\_\_

Late fees of \_\_\_\_\_ per month \_\_\_\_\_

Escrow shortage: tax amt \_\_\_\_\_ insur. amt \_\_\_\_\_

Attorney fees for \_\_\_\_\_

Other (describe) \_\_\_\_\_

Other (describe) \_\_\_\_\_

Total arrearage amount to be cured in plan \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\*\*\*Creditor must notice Trustee of any and all changes to monthly mortgage payment.\*\*\*

**EXHIBIT I**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**IN RE:**  
    **[DEBTOR]**  
**DEBTOR**

**CASE NO.**  
  
**CHAPTER 13**

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

**NOTICE IS HEREBY GIVEN** pursuant to *Standing Order Relating to Ongoing Mortgage Payments in Chapter 13 Cases in the Austin Division* for the Western District of Texas that the following is a schedule of payments made on the above referenced claim.

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, Austin 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/ Deborah B. Langehennig  
Deborah B. Langehennig, Trustee  
3801 S. Capital of Texas Hwy.  
Suite 320  
Austin, Texas 78704  
(512) 912-0305 Telephone  
(512) 916-9234 Facsimile

## **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

Debtor's Attorney

Debtor

Mortgage Co. Notice Address from POC

Mortgage Co. Address from Notice of Appearance

Counsel for Mortgage Co.

/s/ Deborah B. Langehennig  
Deborah B. Langehennig, Trustee



# EXHIBIT J

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

In re: Debtors.	Case No. Chapter 13 Judge
--------------------	---------------------------------

**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 K

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

IN RE:

[NAME OF DEBTOR(S)]

CASE NO. [CASE NO.]

DEBTOR(S)

CHAPTER 13

**TRUSTEE'S NOTICE DEEMING MORTGAGE CURRENT AND DIRECTING  
DEBTOR 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 TWENTY (20) 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 CRAIG A GARGOTTA, UNITED STATES BANKRUPTCY JUDGE.

Comes now Deborah B. Langehennig, Chapter 13 Trustee (hereinafter "Trustee"), and making this her *Notice Deeming Mortgage Current and Directing Debtor to Resume Monthly Mortgage Payments* states as follows:

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

Respectfully Submitted:

\_\_\_\_\_  
Deborah B. Langehennig, Trustee  
3801 S. Capital of Texas Hwy. #320  
Austin, TX 78704  
512-912-0305 *telephone*  
512-916-9234 *facsimile*

#### CERTIFICATE OF SERVICE

I certify that on \_\_\_\_\_ a copy of the foregoing *Trustee's Notice Deeming Mortgage Current and Directing Debtor 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 Counsel and the U.S. Trustee at the addresses indicated below.

\_\_\_\_\_  
Deborah B. Langehennig, Trustee

U.S. Trustee

Attorney for Debtor(s)

Debtor(s)

Mortgage Creditor

Attorney for Mortgage Creditor

# Exhibit L

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

IN RE:	§	CASE NO.
	§	
	§	
	§	
Debtor(s)	§	Chapter 13 Proceeding

**DEBTOR(S)' CHAPTER 13 PLAN**       *AMENDED*  
**AND MOTIONS FOR VALUATION AND LIEN AVOIDANCE**

**Plan Summary**

- A. The Debtor’s Plan Payment is scheduled at \_\_\_\_\_ per month [  Pay Order,  Direct Pay] for \_\_\_\_\_ months. The gross amount to be paid into the plan is \_\_\_\_\_.
- B. The Plan proposes to pay all allowed priority, special class and secured claims and approximately \_\_\_\_\_% of the unsecured allowed claims. **THIS PLAN DOES NOT ALLOW CLAIMS.** You must file a proof of claim to receive distributions under any plan. Other than adequate protection payments, disbursements will begin after entry of an order of confirmation of the plan.
- C. Value of non-exempt assets \_\_\_\_\_.
- D. Current monthly income \_\_\_\_\_, - expenses \_\_\_\_\_ = available for plan \_\_\_\_\_.
- E. The total amount to be paid into the Plan shall be increased for tax refunds as set forth in the Standing Order for Chapter 13 Case Administration in this Division. These additional receipts shall be disbursed according to the provisions of the Plan. IRS or Debtor(s) are directed to forward refund to the Trustee.

**Special Plan Provisions**

**Plan Provisions**

**I. Vesting of Estate Property**

Upon confirmation of the plan, all property of the estate shall (shall not) vest in the Debtor(s), and shall not (shall) remain as property of the estate subject to the automatic stay of 11 U.S.C. §362.

**II. Executory Contracts/Unexpired Leases/Contracts for Deed**

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor(s) hereby elects to assume the following executory contracts, if any:

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor(s) hereby elects to reject the following executory contracts, if any:

**III. Specific Treatment for Payment of Allowed Claims**

**1. DIRECT PAYMENTS BY DEBTOR TO CREDITORS; SURRENDER OF COLLATERAL**

A. Debtor shall pay the following creditors directly:

Creditor Name	Remarks	Debt Amount	Monthly Payment
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B. Debtor shall surrender the following collateral:

Creditor Name	In Full Satisfaction (Yes/No)	Debt Amount	Collateral Surrendered
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C. Creditor's Direct Communication With Debtors

Creditors whose claims are scheduled to be paid directly by the debtor(s), including creditors with claims secured by real property or vehicles, are authorized to send monthly statements to the debtor(s). They are also authorized to communicate directly with the debtor(s) in response to a debtor's questions about monthly payments, escrow accounts, account balances, increases in monthly payments, and other routine customer service inquiries.

**2. PAYMENTS BY TRUSTEE**

A. Administrative Expenses (including Attorney's fees)

*The Trustee may receive up to 10% of all sums disbursed, except on any funds returned to the debtor.*

Creditor	Estimated Amount of Debt	Monthly Payment Amount	
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B. Ongoing Mortgage Payments –

The Trustee shall pay all post-petition monthly mortgage payments on claims against real property that were delinquent on the petition date (“Ongoing Mortgage Payments”). The Ongoing Mortgage Payments will be in the amount stated in the allowed proof of claim or as fixed by Court order. If the debtor makes a Plan payment that is insufficient for the Trustee to disburse all Ongoing Mortgage Payments required below, such payments will be disbursed in the order listed below. The Trustee shall hold debtor payments until a sufficient amount is received to make a full Ongoing Mortgage Payment. The debtor shall provide to the Trustee all notices received from Mortgage Creditors including statements, payment coupons, impound and escrow notices, default notifications, and notices concerning changes of the interest rate on variable interest rate loans. The automatic stay is modified to permit Mortgage Creditors to issue such notices. Changes to the monthly Ongoing Mortgage Payment or the addition of post-petition mortgage fees and charges shall be effectuated pursuant to the *Standing Order Relating to Ongoing Mortgage Payments in Chapter 13 Cases in the Austin Division*.

Mortgage Creditor	Property Address	Monthly Mortgage Payment (proof of claim controls)	Monthly Late Charge	Interest Rate	Payment Due Date	Paid by Trustee OR Paid Direct by Debtor (select one)
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**C. Secured Claims – Mortgage Arrearage, Real Property**

The Plan will cure pre-petition arrearage claims pursuant to the payment schedule set forth below. The allowed arrearage claim will be the amount of the allowed proof of claim or as fixed by court order.

Creditor	Property Address/ Description of Collateral	Estimated Claim	Mo. Pmt or Method of Disbursement	Interest Rate (if applicable)	Other remarks
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**D. Secured Claims – Personal Property; Adequate Protection Payments; *MOTIONS TO VALUE COLLATERAL***

The Trustee shall pay allowed secured claims, which require the filing of a proof of claim, to the extent of the value of the collateral or the full amount of the claim, as specified below, plus interest thereon at the rate specified in this Plan. **Failure of the secured creditor to object to the proposed value will be deemed acceptance of the plan under Section 1325(a)(5)(A).** Except for secured claims for which provision is made to pay the full amount of the claim notwithstanding the value of the collateral, the portion of any allowed claim that exceeds the value of the collateral shall be treated as an unsecured claim under Section III(2)(E).

In the first disbursement following the filing of a claim by a creditor holding an allowed claim secured by personal property, the Trustee shall commence making adequate protection payments in the amount set out below, unless otherwise ordered by the Court. Such payments shall cease upon confirmation of the plan.

Creditor/Collateral	Adequate Protection Payment	Other Treatment/Remarks
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The Debtor moves to value collateral described below in the amounts indicated. The Debtor(s) declares, under penalty of perjury, that the foregoing values as stated in the above Motion and the Plan for the secured debt are true and correct and to the best of their knowledge represent the replacement value, pursuant to Section 506(a)(2), of the assets held for collateral.

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

\_\_\_\_\_ *Co-Debtor*

Objections to Valuation of collateral proposed by this plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with confirmation of the plan. Following confirmation of the plan, monthly payments shall be made as follows:

Creditor/Collateral	Est. Claim	Value Of Collateral	Monthly Payment	Interest Rate	Pay Value of Collateral (OR) Pay Full Amount of Claim <i>(select one)</i>	
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Secured creditors shall retain their liens on the collateral which is security for their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law, or discharge under 11 U.S.C. Section 1328. In addition, if this case is dismissed or converted without completion of the plan, such liens shall also be retained by the creditors to the extent recognized by applicable non-bankruptcy law.

**E. Priority Creditors**

Creditor	Estimated Amount of Debt	Payment Method 1. Before 2. After 3. Along with Secured creditors	Remarks
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**F. General Unsecured Creditors**, [including claims from rejection of contracts, leases and contracts for deed] Unless otherwise provided below, payments to creditors with allowed general unsecured claims shall be made on a pro rata basis as funds become available after payment of other creditors. It is estimated that distribution to the general unsecured creditors will commence in the \_\_\_\_\_ month of the Plan.

**G. Cure claims on Assumed Executory Contracts, Contracts for Deed & Leases:**

Creditor	Estimated Amount Of Debt	Monthly Payment or Method of Disbursement	Remarks
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**Totals:**

**Administrative Claims** \_\_\_\_\_  
**Arrearage Claims** \_\_\_\_\_  
**Secured Claims** \_\_\_\_\_  
**Priority Claims** \_\_\_\_\_  
**Unsecured Claims** \_\_\_\_\_  
**Cure Claims** \_\_\_\_\_

**H. Supplemental Plan Provisions**

(a) MOTION TO AVOID LIENS UNDER 11 U.S.C. § 522(f)

Debtor moves to avoid the following liens that impair exemptions. Objections to Lien Avoidance as proposed in this plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with confirmation of the plan. (Debtor must list the specific exempt property said lien impairs and the basis of the lien, i.e. judicial, nonpurchase-money security interest, etc.)

Creditor	Property subject to lien	Amount of Lien to be Avoided	Remarks
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**IV. General Information**



**Notice: Local Rule 3002 provides, in part:**

*“Every Creditor filing a Proof of Claim in all cases shall transmit a copy with attachments, if any, to the Debtor’s Attorney (or the Debtor if the Debtor is pro se) and the Trustee appointed in the case.”*

Any special concerns of a creditor may justify attendance at the Meeting of Creditors and such other action as may be appropriate under the circumstances. The deadline for the filing of objections to confirmation is ten days prior to the confirmation hearing.

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

\_\_\_\_\_  
Debtor  
Address

\_\_\_\_\_  
Co-Debtor  
Address

\_\_\_\_\_  
Attorney for Debtor  
Address/Phone & Fax Number

**Certificate of Service**

**The Debtor(s) shall be responsible for service of the plan on the Trustee and all parties in interest.**

**ATTACH SCHEDULE OF VARIABLE PLAN PAYMENTS, IF APPLICABLE.**