**IN THE UNITED STATES BANKRUPTCY COURT**

**FOR THE NORTHERN DISTRICT OF ALABAMA**

**WESTERN DIVISION**

|  |  |  |
| --- | --- | --- |
| **In re:****Click to enter DEBTOR and JOINT DEBTOR,** **Debtor(s).** |  | **Case No. Case number-JHH****Chapter 13** |

|  |
| --- |
| **NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST HEARING****PLEASE TAKE NOTICE THAT**, if you object to the relief requested in this motion (the "Motion"), you must file an objection with the clerk of court (an "Objection") within **21** days of the date of service of the Motion (the "Objection Deadline"), and you must serve the Objection on the filer and all other appropriate persons. If you received service of the Motion by mail, three days are added to your Objection Deadline by Rule 9006(f) of the Federal Rules of Bankruptcy Procedure (the "Rules"). If your Objection Deadline falls on a Saturday, Sunday, or legal holiday, your Objection Deadline shall not expire until the end of the next day that is not a Saturday, Sunday, or legal holiday, pursuant to Rule 9006(a). Objections must be filed with the clerk of court electronically, by hand delivery, or by mail. The Clerk's Office is located at 2005 University Boulevard, Room 2300, Tuscaloosa, Alabama 35401. If you mail your Objection to the Clerk's Office, you must send the Objection in time for the Clerk's Office to **receive** your Objection by your Objection Deadline. The court will not consider untimely Objections. If you timely file and serve an Objection, the court will hold a hearing to consider the Motion and your Objection, and the Clerk's Office will notify you of the time, date, and place of the hearing.[[1]](#footnote-1) **If you fail to file an Objection by the Objection Deadline, you will be deemed to have accepted the Modification(s) (as said term is hereinafter defined); the court may presume that the Modification(s) are proposed in good faith; and the court may grant the relief requested in the Motion without a hearing**.  |

**DEBTOR'S MOTION TO MODIFY CONFIRMED CHAPTER 13 PLAN**

The chapter 13 debtor(s) (whether a single debtor or joint debtors, the "Debtor") in the above-captioned bankruptcy case (the "Case") move the court, pursuant to 11 U.S.C. § 1329 and Rule 3015, for entry of an order substantially in the form of the proposed order attached hereto as "Exhibit A" (the "Proposed Order"),[[2]](#footnote-2) approving the below-described modification(s) (each, a "Modification") to the Debtor's confirmed chapter 13 plan (the "Plan").

**A. Modification(s)** (*Complete all subparts.*)**:**

1. **Plan Payments**. The Debtor's Plan payments are $Enter amount Select frequency. The Debtor proposes (check one):

[ ]  that Plan payments remain the same; or

[ ]  to modify Plan payments by Choose increasing or decreasing the Debtor's Plan payments to $Enter amount Select frequency.

1. **Plan Term.** The Debtor's Plan term is Enter number months. The Debtor proposes (check one):

[ ]  that the Plan term remain the same; or

[ ]  to modify the Plan term by Choose increasing or decreasing the Plan term to Enter number months.

1. **General Unsecured Distribution.** The Plan provides that each holder of an allowed nonpriority unsecured claim that is not separately classified by the Plan (a "General Unsecured Claim") shall receive (check one):

[ ]  Enter percentage% of the creditor's General Unsecured Claim;

[ ]  100% of the creditor's General Unsecured Claim plus interest at the annual rate of Enter percentage%;

[ ]  a pro rata share of a $Enter amount pot; or

[ ]  a pro rata share of the Plan payments (totaling $Enter amount) that remain after disbursements have been made to all other creditors provided for in the Plan, if any.

This is referred to as the "General Unsecured Distribution." The Debtor proposes (check one):

 [ ]  that the General Unsecured Distribution remain the same; or

[ ]  to Select reduce, increase, or modify the General Unsecured Distribution to each holder of a General Unsecured Claim to (check one):

[ ]  Enter percentage% of the creditor's General Unsecured Claim;

[ ]  to 100% of the creditor's General Unsecured Claim plus interest at the annual rate of Enter percentage%;

[ ]  a pro rata share of a $Enter amount pot; or

[ ]  a pro rata share of the Plan payments (totaling $Enter amount) that remain after disbursement have been made to all other creditors provided for in the Plan, if any.

1. **Monthly Fixed Payments** (check one)**.**

 [ ]  There are no monthly fixed payments provided for by the Plan;

[ ]  The Debtor proposes that the monthly fixed payment(s) provided for by the Plan remain the same; or

[ ]  The Debtor proposes to modify certain monthly fixed payment(s) provided for by the Plan[[3]](#footnote-3) as follows (complete a separate row for each fixed payment that the Debtor proposes to modify):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Creditor Name** | **Claim Type** (secured, priority, arrearage, etc.) | **Proof of Claim Number** | **Current Monthly Fixed Payment** | **Proposed Monthly Fixed Payment** |
| Enter Creditor Name | Enter Type | Claim #  | $Amount | $Amount |

**B. Basis for Relief Requested** (*Complete all subparts.*)**:**

1. **Grounds for the Modification(s).** As grounds for the Modification(s), the Debtor states as follows (e.g., describe any pertinent changes in the Debtor's circumstances, including, without limitation, job changes):

Click here to enter text.

1. **Other Exhibit(s).** To support the relief requested in the Motion, the Debtor has attached (as "Exhibit B") a copy of a current chapter 13 trustee interim statement for the Case (an "Interim Statement"),[[4]](#footnote-4) and (check all that apply; if none, check "other" and type "N/A"):

[ ]  the Debtor has (or will)[[5]](#footnote-5) file amended schedules I and J sworn to under penalty of perjury;

[ ]  the Debtor has attached (as "Exhibit C") an affidavit or declaration; and/or

[ ]  other (describe): Click here to enter text.

 **WHEREFORE, PREMISES CONSIDERED,** the Debtor requests entry of an order substantially in the form of the Proposed Order.

Dated:

Signature of Attorney for Debtor or pro se Debtor

 Print Name: Enter Name

 Address: Enter Address

 Telephone No. Enter Telephone No.

**EXHIBIT A**

(Attach the Proposed Order.)

**IN THE UNITED STATES BANKRUPTCY COURT**

**FOR THE NORTHERN DISTRICT OF ALABAMA**

**WESTERN DIVISION**

|  |  |  |
| --- | --- | --- |
| **In re:****Click to enter DEBTOR and JOINT DEBTOR,** **Debtor(s).** |  | **Case No. Case number-JHH****Chapter 13** |

**ORDER GRANTING DEBTOR'S MOTION TO MODIFY CONFIRMED**

**CHAPTER 13 PLAN**

 This matter is before the court on the *Debtor's Motion to Modify Confirmed Chapter 13 Plan* (Doc. Enter Doc #) (the "Motion"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Motion. Notice of the Motion, and of the opportunity to object to the Motion and request a hearing, was provided to the chapter 13 trustee and all creditors in the Case. No interested party timely filed an Objection, and it appears to the court that the Motion should be granted. Accordingly, it is ORDERED that the Motion is GRANTED, and the Modification(s) are approved and shall take effect on the date of this order.

Dated:

 UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

(Attach an Interim Statement.)

**EXHIBT C**

(Attach the affidavit or declaration; omit if not applicable.)

**IN THE UNITED STATES BANKRUPTCY COURT**

**FOR THE NORTHERN DISTRICT OF ALABAMA**

**WESTERN DIVISION**

|  |  |  |
| --- | --- | --- |
| **In re:****Click to enter DEBTOR and JOINT DEBTOR,** **Debtor(s).** |  | **Case No. Case number-JHH****Chapter 13** |

**CERTIFICATE OF SERVICE**

 I hereby certify that on the date of this certificate of service, I caused the *Debtor's Motion to Modify Confirmed Chapter 13 Plan* (the "Motion"), the exhibit(s) to the Motion (the "Exhibits"), and the proposed order on the Motion (the "Proposed Order") to be served on the creditors and other interested parties identified on the attached mailing matrix (the "Matrix") by First-Class United States Mail.

 I also hereby certify that on the date of this certificate of service, I caused the Motion, the Exhibits, and the Proposed Order to be served on the parties listed below by the means specified (if none, leave blank):

|  |  |
| --- | --- |
| **Name and Address** (If any entity is served care of an officer or agent, identify the person served by name and by title.) | **Method of Service**(If service is made by certified mail, include the certified mail number.) |
| Click here to enter text. | Click here to enter text. |

Dated: Select date

Signature of Attorney for Debtor or pro se Debtor

**MATRIX**

(Attach the official mailing matrix for the case.)

1. Such hearing may be cancelled if an Agreed Order (as said term is hereinafter defined) is submitted for entry, and approved by the court, prior to the date and time of the hearing. [↑](#footnote-ref-1)
2. If there are no timely Objections, the movant shall submit a Word or WordPerfect version of the Proposed Order to the court's e-orders e-mail address (orders\_jhh@alnb.uscourts.gov) for entry in the Case. If the movant fails to submit the Proposed Order within **30 days** after the date of this Motion, the court may deem the Motion withdrawn or deny the relief requested in the Motion, without prejudice. If a party in interest timely files an Objection to the Motion by the Objection Deadline, the Debtor and *all* objecting part(ies) may submit a proposed, consent order on the Motion and the Objection(s) that deviates from the form of the Proposed Order (an "Agreed Order"), so long as the deviations do not adversely affect other creditors or interested parties. [↑](#footnote-ref-2)
3. This form should not be used to grant a fixed payment on a claim that is not provided for by the Plan. [↑](#footnote-ref-3)
4. The court may deny the relief requested in the Motion, without prejudice, if the Debtor fails to attach an Interim Statement. [↑](#footnote-ref-4)
5. If (by the Objection Deadline) the Debtor's schedules I and J (as amended) do not to support a requested Modification to Plan payments, the court may deny the Motion, without prejudice. [↑](#footnote-ref-5)