Kenneth L. Anderson, Attorney
Towne Square, Suite 330
504 Main Street
Lewiston, Idaho 83501
208/743-9569

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

In re:	)	Case No. 98-30052
	)	
SHANE WILLIAM MOORE and	)	CHAPTER 13 PLAN
LYNN MARIE MOORE,	)	AND RELATED MOTIONS
husband and wife,	)	
	)	
Debtors.	)	

This plan, proposed by the debtor, contains provisions that may significantly affect your rights. It contains matters, which if not objected to, may be accepted by the court as true. Creditors cannot vote on this plan. A creditor who wishes to oppose the plan may do so by timely filing an objection to the plan. Any objection must be in writing and must be filed with the court and served upon the debtor, debtor's attorney, and the Chapter 13 trustee by the time set by the court for the first meeting of creditors, within five (5) days thereafter, or as otherwise allowed by law. Absent any such objection, the court may confirm this plan, accept the valuations and allegations herein, and grant the motions without further notice of hearing. You must appear at the confirmation of the plan to assert your objection, or it may be denied without further notice or hearing. The provisions of the confirmed plan will bind the debtor and each creditor.

1. **PAYMENTS TO TRUSTEE**. Such portion of the projected future earnings and income of the debtor as is necessary for the execution of the plan is submitted to the supervision and control of the Chapter 13 trustee for the duration of this plan, to wit:

3

(a) **PERIODIC PAYMENTS**. Debtor will pay to the trustee for a term not exceeding 36 months the sum of $763 monthly. The first such payment will be due the trustee no later than the 20th of the month following the month in which this proceeding was filed. Subsequent monthly payments will be due on the 20th of the month.

(b) **INCOME TAX REFUNDS**.

(1) [ ] Debtor projects receiving no income tax refunds during the term of this plan so none will be turned over to the trustee; OR

(2) [X] During the initial 36 months of the plan, the debtor will turn over to the trustee all income tax refunds. Projected income tax refunds are $0. At any time during the term of the plan, debtor shall be entitled to use a tax refund from the state or federal government to pay taxes due any other taxing authority and then remit the balance of said refund, if any, to the trustee. Upon the trustee's recommendation or upon notice and hearing, the court may enter an order entitling the debtor to retain, in whole or in part, income tax refunds to facilitate the terms of this plan or meet other reasonable or necessary needs of the debtor.

(3) Any extra funds received by the trustee from tax refunds, sale of assets, or any other source beyond the regularly scheduled monthly payments shall be applied first to any unpaid administrative claims, next to priority claims, then to secured claims and finally to general unsecured claims, with any unsecured claims classified in Section 4(c)(1) hereof receiving preference.

(c) **EARLY PAYOFF**. This plan may not be paid in less than thirty-six (36) months by debtor without notice to interested parties and an opportunity for hearing before the court.

(d) **WAGE DEDUCTION ORDER**. Debtor acknowledges that if the debtor is ever more than thirty (30) days delinquent on any payment due under section 1(a) of this plan, upon request of the trustee a wage deduction order to debtor's employer may immediately issue.

2. **DEFERRAL OF PAYMENTS FOR CAUSE**. The trustee for cause may defer not more than two monthly payments per calendar year without further notice to parties or hearing before the court.

3. **RETENTION BY TRUSTEE OF RIGHT TO RECOVER PROPERTY.** The trustee shall retain the right, post-confirmation, to recover monies, to recover property, and to avoid liens pursuant to 11 USC 541, et seq. Any such recovery or avoidance shall be treated as property of the estate and, when liquidated, be disbursed pursuant to the terms of this plan, including but not necessarily limited to Section 1(b)(3).

4. **DISBURSEMENTS & PLAN TREATMENT BY TRUSTEE**. From the payments so received, the trustee shall make disbursements as follows:

(a) **PROVISIONS FOR PRIORITY CREDITORS**. Full payments of allowed claims entitled to priority under 11 USC 507 in deferred cash payments as follows:

(1) **Trustee**. Fees to the trustee as provided by 28 USC 586.

(2) **Attorney.** Fees and costs to the debtor's attorney in an amount to be proven and allowed by the court but not to exceed $800 , payable in equal monthly installments over the initial 2 months of distribution. For purposes of this subparagraph, the first month of debtor's payments to the trustee shall be deemed the first month of distribution. This is in addition to the fee retainer paid prepetition ($550) and any sums allowed in any previous order(s).

(3) **Maintenance/Child Support**. Unless the holder of the claim agrees otherwise, upon confirmation of the plan and the filing of an allowed claim, any allowed unsecured claims of a spouse, former spouse, or child of debtor, for delinquent maintenance or child support shall be paid...

[ ] ...during the initial xxxx months of the plan; OR
[x] ...in equal monthly installments over the term of the plan.

(4) **Taxes.** Unless the holder of claim agrees otherwise, upon confirmation of the plan and the filing of allowed claim, any allowed unsecured priority claims of governmental units shall be paid...

[ ] ...during the initial xxxx months of the plan; OR
[x] ...in equal monthly installments over the term of the plan.

(b) **PROVISIONS FOR CREDITORS HOLDING SECURED CLAIMS.**

(1) **Modification of rights of holders of secured claim**. To each of the following named creditors, the full value of the allowed secured claim held by them, provided a timely allowed claim is filed. Any portion of the debt owed to a creditor in excess of the allowed value of the collateral will be treated in this plan as an unsecured claim. Each creditor holding an allowed secured claim shall retain its lien on the collateral securing that claim until the *allowed secured value* has been paid, at which time the lien shall be released. The *allowed secured value* is defined as the lesser of the amount of a creditor's claim or the value of the creditor's collateral, as set forth in this plan, amortized at the rate of interest (simple interest, direct reducing), and over the number of payments as set forth in the plan as confirmed. Unless otherwise specified, no pre-confirmation interest shall be paid. Upon payment of the said allowed value of the secured claim, the secured creditor's lien shall be released, void of any further effect, including void of any further security interest. Unless otherwise ordered by the court, payments shall commence upon filing of an allowable claim and pursuant to the terms of the Order of Confirmation of the plan.

Secured creditor rights and claims will be modified in accordance with the values and terms provided for hereinafter by debtor. An order valuing the secured portion of a claim, at less than the total amount of the claim, voids the creditor's lien to the extent of the unsecured portion of the claim.

The debtor hereby moves the court for an order so fixing the value of the collateral as follows. Payments are monthly unless otherwise noted.

Creditor	**Collateral**	**Allowed Secured Claim**	**Allowed Sec'd Value (Total of payments)**	**Rate of interest**
CRTO	furn. & appl.	$1400.00	$1626.25	10.0
Les Schwab	tires	$1048.00	$1217.37	10.0
Showroom Cars	90 Toyota & 87 GMC	$8450.00	$9815.60	10.0

If a secured creditor objects to this provision, debtor will nevertheless ask the court, at the hearing on confirmation, to confirm the plan over such creditor's objection, pursuant to 11 USC 1325(a)(5)(B). In the event that any such secured creditor fails to timely file a secured claim, a late-filed claim shall be allowed for purposes of distributing payments for the secured portion of its claim. In the event that such creditor may have an unsecured portion in its proof of claim, no distribution shall be allowed for the unsecured portion of the claim. At the discretion of the trustee, *allowed secured values* of $500 or less may have payment accelerated.

(2) **Curing of Default in Long Term Secured Claims**. To each of the below named creditors, the debtor does not propose to pay, in full, their allowed secured claim during the term of this plan. Each creditor shall retain its lien on the collateral securing the claim until the allowed secured claim is paid in full. The debtor will continue the regular monthly contract payments outside of the plan. Each post-petition payment shall be paid by the debtor as it comes due. The initial payment shall commence on the first full month following the filing of this bankruptcy by debtor. The periodic payments under this plan shall be applied by creditor to the earliest payment for which a portion of the payment is due. Payments shall commence upon filing of an allowable claim and pursuant to the terms of the Order of Confirmation of the plan. Frequency of payments to cure shall be monthly unless otherwise noted.

Creditor	**Regular Payment**	**Total in Default**
None.		

(c) **PROVISIONS FOR UNSECURED CLAIMS**.

(1) **Classification of Unsecured Claims**. The following unsecured claims, if any, will receive the indicated dollar amounts, in equal monthly installments during the term hereof, on their allowed claim. Payments shall commence upon confirmation of this plan and filing of an allowed claim. Frequency of payments shall be monthly unless otherwise noted.

Creditor	**Amount to be Paid**
Class A: Co-signed obligations owing to:	
Class B: Student loans owing to:	
Class C: Other obligations owing to: A & B: $87; Check-X-Change: $308; International Mercantile: $372; Walmart: $300. All these claims are for NSF checks for a total of $1067	

(2) **General Unsecured Claims**. Upon confirmation and at times consistent with the other provisions of this plan, the trustee will, from funds available after payment of the priority and secured claims, pay pro-rata dividends to all creditors who have filed timely allowed unsecured claims.

4. **DISBURSEMENTS AND PLAN TREATMENT BY DEBTOR**. Debtor shall make disbursements directly to creditors as follows:

(a) **Long-Term Secured Claims Not in Default and Not Included in this Plan.** To secured creditors to whom the last payments are due beyond the term of this plan, whose rights are *not* being modified pursuant to 11 USC 1322(b)(2) and are not otherwise impaired, the secured claim of each shall be paid directly by debtor according to the terms of the outstanding agreements with each creditor. Each of the following named secured creditors shall retain their lien on the collateral securing the debt until their allowed claim is paid in full. The debtor will pay these creditors directly as follows.

Creditor	Collateral	Estimated Balance Owing	Monthly Payment Outside the Plan
Blazer	on co-signed claim	$2522 @ 31.55%*	$80

*or such other amount as is provided in this creditor's allowed proof of claim.

(b) **Surrender of Collateral**. The debtor will surrender debtor's interest in the following collateral securing each allowed secured claim filed by the following creditors. After surrender of the collateral such creditor's deficiency, if any, after liquidation of the collateral, will be paid as an unsecured claim under the provisions for general unsecured creditors if said creditor amends its secured claim to an unsecured claim for such deficiency.

Creditor	Collateral to be Surrendered
None.	

(c) **Assumption or Rejection of Unexpired Leases or Executory Contracts.** The debtor assumes or rejects the following unexpired leases and/or executory contracts in accordance with 11 USC 365.

Creditor	Description of Leased Property	Assume or Reject
N/A.		

(d) **Judicial Lien Avoidance**. The debtor hereby MOVES, pursuant to 11 USC 522(f)(1)(A), to avoid the judicial liens of the following creditors. Absent an objection from the creditor, filed prior to the first date set for the confirmation hearing on this plan, the order of confirmation will avoid its lien, and its claim will be treated under Section 3(c)(1) of this plan.

Creditor	Description of Judgment Lien	County and Instrument Number

None.

(e) **Other Lien Avoidance**. The debtor hereby MOVES, pursuant to 11 USC 522(f)(1)(B), to avoid the nonpossessory, nonpurchase money security interests of the following creditors. Absent an objection from the creditor, filed prior to the first date set for the confirmation hearing on this plan, the order of confirmation will avoid its lien, and its claim will be treated under section 3(c)(1) of this plan.

Creditor	Description of Exempt Property	Exemption Statute

None.

5. Should this plan extend beyond 36 months, the order of confirmation shall constitute leave of court for debtor later to modify the plan to shorten the term down to not less than 36 months in the event other funding (income tax refunds, preference recoveries, etc.) enables debtor to comply with 11 USC 1325 and other applicable law in less than the full term hereof.

6. **Vesting of Property of the Estate**. Subject only to the liens provided for in this plan and upon confirmation of this plan, all property of the estate...

[x] ...shall vest in the debtor; OR
[ ] ...shall not vest in the debtor.

DATED this 6th day of February, 1998.

Law Office of Kenneth L. Anderson

by_____

Kenneth L. Anderson
Attorney for Debtor