

U.S. COURTS

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FEB 18 1998

REC'D _____ FILED _____
CAMERON S. BURKE
CLERK IDAHO

8 IN THE UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF IDAHO

10 * * * * *

11 In Re:

12 RAYMOND T. WARE and
13 RENDA E. WARE,
14 Debtors.

Case No. 97-02722
(Chapter 13)

ORDER CONFIRMING
AMENDED CHAPTER 13 PLAN

14 * * * * *

15 The above-named debtors' Amended Chapter 13 Plan having
16 been transmitted to all creditors and other parties in interest;
17 the deposits required to be paid to the Trustee pursuant to the
18 terms of the proposed plan having been made; and, it having been
19 determined after notice and hearing that:

- 20 1. The plan complies with the provisions of Chapter 13
- 21 and with other applicable provisions of the Bankruptcy Code;
- 22 2. The filing fee and any other amounts required to
- 23 be paid prior to confirmation have been paid;
- 24 3. The plan has been proposed in good faith and not
- 25 by any means forbidden by law;
- 26 4. As of the effective date of the plan the value of

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28 ORDER CONFIRMING AMENDED
CHAPTER 13 PLAN - 1

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1 the property to be distributed under the plan on account of each
2 unsecured claim is not less than the amount that would be paid
3 on such claim if the estate of the debtors was liquidated under
4 Chapter 7 on such date;

5 5. Each holder of an allowed secured claim as provided
6 for by the plan has accepted the plan; or, the debtors have sur-
7 rendered the property securing such claim to such holder; or, the
8 plan provides that the holder of each secured claim retain the
9 lien securing such claim; and, as of the effective date of the
10 plan the value of the property to be distributed under the plan
11 on account of such claim is not less than the allowed amount of
12 such claim; and

13 6. It is likely the debtors will be able to make all
14 payments required under the plan and to generally comply with the
15 terms and provisions thereof; now, therefore:

16 IT IS HEREBY ORDERED that debtors' Amended Chapter 13
17 Plan be and the same is hereby amended to provide as follows:

18 (1) **Paragraph 2(B) -- Provisions for Secured Creditors**
19 is hereby amended pertaining to treatment of the claim of First
20 Security Bank to provide as follows:

21 (2) **First Security Bank** -- First Security Bank has
22 a lien against debtors' residence and commercial building. To the extent the value of the subject property
23 extends to the lien of First Security Bank, debtors
24 shall pay First Security Bank the sum of \$35,000. Said
25 sum together with interest thereon at the rate of nine
26 (9) percent per annum shall be paid in sixty (60)
27 monthly installments of \$721.13 per month.

28 (2) **Paragraph 2(B) -- Secured Creditors not Included**
in the Plan is hereby amended pertaining to treatment of the
claim of D. L. Evans Bank to provide as follows:

1 (2) D. L. Evans Bank -- D. L. Evans Bank is
2 secured by a first lien against debtors' commercial
3 property. The indebtedness owed against the commercial
4 property, together with an additional \$33,000 which
5 shall be added to this debt, shall be paid according
6 to the terms of the existing contract. However, the
7 amount of the payment shall be increased to take into
8 consideration the additional \$33,000 being paid per-
9 taining to the commercial property.

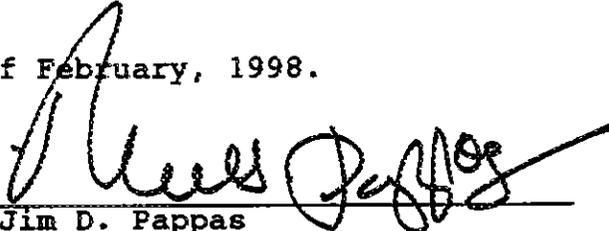
10 IT IS FURTHER ORDERED that the amount of the monthly
11 payments to be paid to the Chapter 13 Trustee shall be and the
12 same are hereby increased to \$2,220 per month during the term of
13 the plan which is sixty (60) months.

14 IT IS FURTHER ORDERED that any and all disposable
15 income received by the debtors' during the term of the plan shall
16 be turned over to the trustee pursuant to 11 USC § 1325(b)(1)(B).

17 IT IS FURTHER ORDERED that the debtors shall submit
18 quarterly reports of income and expenses to the trustee during
19 the term of the plan on a form acceptable to the trustee.

20 IT IS FURTHER ORDERED that debtors' Amended Chapter 13
21 Plan, a copy of which is attached hereto and by reference made
22 a part hereof as though fully set forth herein, is hereby con-
23 firmed as amended.

24 DATED this 17th day of February, 1998.

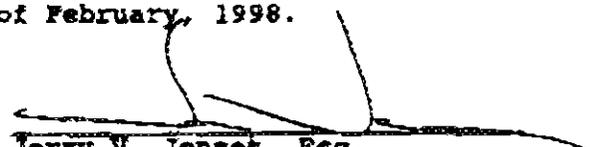
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Jim D. Pappas
United States Bankruptcy Judge

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In re: Raymond T. Ware and Ronda E. Ware
Chapter 13 Bankruptcy Case No. 97-02722

I hereby acknowledge that I have read the within and
foregoing Order Confirming Amended Chapter 13 Plan, and by my
signature hereon approve the same as to form and content.

DATED this 9 day of February, 1998.


Jerry V. Jensen, Esq.
Attorney for D. L. Evans Bank

LING, NIELSEN & ROBINSON
ATTORNEYS AT LAW
SPOKANE, IDAHO 83402-0004

ORDER CONFIRMING AMENDED
CHAPTER 13 PLAN - 4

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In re: Raymond T. Naga and Randa E. Naga
Chapter 13 Bankruptcy Case No. 97-02722

I hereby acknowledge that I have read the within and foregoing Order Confirming Amended Chapter 13 Plan, and by my signature hereon approve the same as to form and content.

DATED this 9th day of February, 1998.



Kevin P. Trainor
Attorney for First Security Bank

LING, MELSEN & ROBINSON

ATTORNEYS AT LAW

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In re: Raymond T. Ware and Renda E. Ware
Chapter 13 Bankruptcy Case No. 97-02722

I hereby acknowledge that I have read the within and
foregoing *Order Confirming Amended Chapter 13 Plan*, and by my
signature hereon approve the same as to form and content.

DATED this 9 day of February, 1998.



L. D. Fitzgerald
Chapter 13 Trustee

LING, NIELSEN & ROBINSON
ATTORNEYS AT LAW
RUPERT, IDAHO 83450-0385

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CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the 17th day of February, 1998, I mailed a conformed, filed-stamped copy of the foregoing Order Confirming Amended Chapter 13 Plan to:

Jerry V. Jensen, Esq.
Rosholt, Robertson & Tucker
P.O. Box 1906
Twin Falls, Idaho 83303-1906

Kevin F. Trainor, Esq.
Stephan, Kvanvig, Stone & Trainor
P.O. Box 83
Twin Falls, Idaho 83303-0083

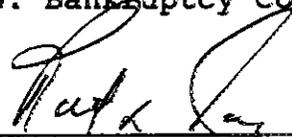
L. D. Fitzgerald
Chapter 13 Trustee
P.O. Box 6199
Pocatello, Idaho 83205-6199

Office of the U. S. Trustee
P.O. Box 110
Boise, Idaho 83701

Brent T. Robinson, Esq.
Ling, Nielsen & Robinson
P.O. Box 396
Rupert, Idaho 83350

Raymond Ware
730 Sunrise Drive
Twin Falls, Idaho 83301

CAMERON S. BURKE, CLERK
U. S. Bankruptcy Court

By 
Deputy Clerk

LJING, NIELSEN & ROBINSON
ATTORNEYS AT LAW
RUPERT, IDAHO 83350-0396

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Attorneys for Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:) Case No. 97-02722
RAYMOND T. WARE and)
RENDA E. WARE,) AMENDED
Debtors.) CHAPTER 13 PLAN

1. The future earnings and income of the debtors, all disposable income, and any tax refunds due and owing the debtors during the term of the plan are submitted to the supervision and control of the Chapter 13 trustee for execution of this plan. Debtors shall turn over to the trustee any tax refunds received during the term of the plan which is sixty (60) months. In addition, the debtors shall pay to the trustee the sum of \$1,860.00 per month for a term not to exceed sixty (60) months.

2. From the payments so received, the trustee shall make disbursements as follows:

(A) PRIORITY CREDITORS: Claims entitled to priority under 11 U.S.C. § 507 shall be paid in full in deferred cash payments as follows:

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RUPERT, IDAHO 83380-0398

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(1) Trustee's Fees. The Chapter 13 Trustee shall receive full payment of fees incurred in accordance with the provisions of 28 U.S.C. § 586 of the Bankruptcy Code;

(2) Unsecured Priority Claims. The unsecured priority claims of individuals and of government units as follows:

The Internal Revenue Service has a claim of approximately \$2,669.00 pertaining to either taxes owed by the debtors individually or as responsible parties pertaining to other entities. The debtors are entitled to both state and federal refunds for the year 1996, which are in excess of the total amount owed to the Internal Revenue Service. Said refunds shall be applied first to the indebtedness owed to the Internal Revenue Service, and any excess shall be available to be distributed to unsecured creditors.

(B) PROVISIONS FOR SECURED CREDITORS:

Modification of rights of holders of secured claims.

The full value of the allowed secured claim held by each of the following creditors shall be fully paid, provided said creditors timely file an allowed proof of claim establishing their status as a secured creditor. An "allowed secured claim" is the allowed value of the collateral held for a creditor's claim, or the balance owed upon said claim, whichever is less.

Any portion of the debt owed to a creditor in excess of the allowed value of the collateral will be treated as an unsecured claim, and shall be paid in accordance with the terms and provisions for payments to unsecured creditors. Each secured

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2 creditor shall retain the lien securing his claim, until the
3 allowed secured claim has been paid as provided herein. Payments
4 shall commence upon filing of an allowable claim and confirmation
5 of this plan.

6 The allowed value of collateral is defined as the net
7 price the secured creditor would receive if the collateral were
8 sold in a commercially reasonable manner by the creditor on the
9 date of confirmation together with simple interest (direct
10 reducing) over the term of the plan at the rate established by
11 26 U.S.C. § 6621. Debtors allege these values are as follows:

12 (1) D. L. Evans Bank - All Loans.:

13 D. L. Evans Bank is cross-collateralized pertain-
14 ing to all debts. The balance owed after taking into
15 consideration the amount to be paid regarding the
16 commercial building and the surrender of three (3)
17 computers and a 1991 GMC Safari Van shall be the sum
18 of \$60,000.00. The sum of \$60,000.00 together with
19 interest thereon at the rate of ten percent (10%) per
20 annum shall be paid in sixty (60) equal monthly
21 installments of \$1,275.00 per month. D. L. Evans Bank
22 shall retain its liens until fully paid.

23 (2) First Security Bank - Loan No. 0023810-9001:

24 First Security Bank has a lien against debtors'
25 residence and the commercial building, however, the
26 value of the debtors' residence is such that there is
27 not sufficient value available to extend to the lien
28 of First Security Bank for the total amount owed.

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Therefore, debtors shall pay First Security Bank the sum of \$20,000 which represents the value of the commercial building after taking into consideration the priority liens against the subject property, including D. L. Evans Bank, who is cross-collateralized. The aforesaid sum of \$20,000 together with interest thereon at the rate of nine (9%) percent per annum shall be paid in sixty (60) monthly installments of \$415.00 per month.

If any secured creditor does not accept the foregoing provisions for payment, debtors 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) or (C).

Surrender of collateral. Debtors will surrender the collateral securing each allowed secured claim filed by the following creditors:

- (1) D. L. Evans Bank:
Loan No. 208 733-4501 1514001730
1991 GMC Safari van
Value: \$8,600
- (2) D. L. Evans Bank
Loan No. 124103582 1551001426
computers
Value: \$6,500
- (3) U. S. Bank
Loan No. 9560007156 0000000018
computers
Value: \$5,400

Upon surrender of the collateral, the deficiency owed to said creditors upon liquidation of the collateral, if any, shall be paid as an unsecured claim pursuant to the terms and provisions

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2 for payment to general unsecured creditors provided said creditor
3 timely amends its secured claim to an unsecured claim for the
4 amount of the deficiency.

5 Cure of defaults. The following creditors will receive
6 payments from the trustee to cure defaults: NONE

7 Secured creditors not included in this plan. The
8 following named secured creditors will not receive payment from
9 the trustee. Debtors will pay them directly as follows:

10 (1) Ikon Capital shall be paid according to the terms of
11 the existing contract.

12 (2) D. L. Evans Bank D. L. Evans Bank is secured by a
13 first lien against debtors' commercial property. The
14 sum owed against the commercial property, together with
15 an additional \$30,000.00 which shall be added to this
16 debt shall be paid according to the terms of the
17 existing contract, except that the payment shall be
18 increased to take into consideration the additional
19 \$30,000.00 being paid pertaining to the commercial
20 property.

21 (3) First Federal Savings has a first position lien against
22 debtors' residence which shall be paid according to the
23 terms of the existing contract.

24 (C) PROVISIONS FOR GENERAL UNSECURED CREDITORS: Within
25 ninety (90) days after the date of the first meeting of creditors
26 the trustee, from funds available after payment to priority and
27 secured creditors, will pay dividends to all unsecured creditors
28 of the same class who have timely filed allowed proofs of claim.

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Said payments shall be made on a pro rata basis at the discretion of the trustee.

(D) PROVISION FOR LIEN AVOIDANCE. Debtors allege the following property is exempt and that the liens thereon can be avoided under 11 U.S.C. § 522(f), to wit: NONE

DATED this _____ day of January, 1998.


Raymond T. Ware


Renda E. Ware

LING, NIELSEN & ROBINSON
ATTORNEYS AT LAW
SUNBELT, IDAHO 83406-0288