

OCT 30 1997

M. REC'D _____
LODGED _____ FILED _____

Brent T. Robinson
LING, NIELSEN & ROBINSON
Attorneys at Law
P.O. Box 396
Rupert, Idaho 83350
Telephone No. (208) 436-4717
Fax No. (208) 436-6804

Attorneys for Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

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

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 \$1,600 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:

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

11
cc CD

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

5 (2) Unsecured Priority Claims. The unsecured priority
6 claims of individuals and of government units as follows: NONE.

7 (B) PROVISIONS FOR SECURED CREDITORS:

8 Modification of rights of holders of secured claims.

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

15 Any portion of the debt owed to a creditor in excess
16 of the allowed value of the collateral will be treated as an
17 unsecured claim, and shall be paid in accordance with the terms
18 and provisions for payments to unsecured creditors. Each secured
19 creditor shall retain the lien securing his claim, until the
20 allowed secured claim has been paid as provided herein. Payments
21 shall commence upon filing of an allowable claim and confirmation
22 of this plan.

23 The allowed value of collateral is defined as the net
24 price the secured creditor would receive if the collateral were
25 sold in a commercially reasonable manner by the creditor on the
26 date of confirmation together with simple interest (direct
27 reducing) over the term of the plan at the rate established by
28 26 U.S.C. § 6621. Debtors allege these values are as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(1) D. L. Evans Bank - Loan No. 208 733-4501 1514001730:

D. L. Evans Bank has a lien against debtors' residence, a 1986 Oldsmobile, and a 1982 Toyota pickup. Debtors shall pay D. L. Evans Bank the sum of \$30,000 which represents the value of said vehicles and the residence taking into consideration that First Federal Savings has a first position lien against debtors' residence. The sum of \$30,000 together with interest thereon at the rate of nine (9) percent per annum shall be paid in sixty (60) equal monthly installments of \$622 per month.

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

First Security Bank has a lien against debtors' residence and the commercial building, however, the value of the debtors' residence is such that there is not sufficient value available to extend to the lien of First Security Bank for the total amount owed. Therefore, debtors shall pay First Security Bank the sum of \$40,000 which represents the value of the commercial building after taking into consideration the priority liens against the subject property. The afore-said sum of \$40,000 together with interest thereon at the rate of nine (9) percent per annum shall be paid in sixty (60) monthly installments of \$830 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

- (1) Ikon Capital shall be paid according to the terms of the existing contract.
- (2) D. L. Evans Bank Loan Nos. 124103582 and 1517101640, which are secured by a first lien against debtors'

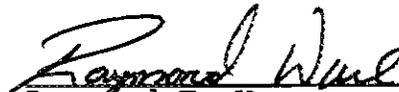
1 commercial property, shall be paid according to the
2 terms of the existing contract.

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

7 (C) PROVISIONS FOR GENERAL UNSECURED CREDITORS: Within
8 ninety (90) days after the date of the first meeting of creditors
9 the trustee, from funds available after payment to priority and
10 secured creditors, will pay dividends to all unsecured creditors
11 of the same class who have timely filed allowed proofs of claim.
12 Said payments shall be made on a pro rata basis at the discretion
13 of the trustee.

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

17 DATED this ____ day of October, 1997.

18 
19 Raymond T. Ware

20 
21 Renda E. Ware