

8. ~~Secured Claim for~~ Claim Secured ~~Only~~ by a ~~Security Interest in~~ Real Property that is the Debtor(s)' Principal Residence (Property to be Retained). For each such claim, utilize either A, B, or C, below:

A. This table sets forth the treatment of ~~certain classes of holders of claims~~ -secured ~~creditors holding a claim secured only~~ by a ~~security interest in~~ real property that is the Debtor(s)' principal residence located at (street address, city, state).

Name of Holder of Secured Claim	Claims	Plan Interest Rate	Security for Claim	Monthly Payment Amount			Starting Month #	Ending Month #	Total
				P&I	Escrow	Total			
Cure Claim ¹									
Rule 3002.1(c) Amount									
Monthly Mtg. Payment ²									
Total Debt Claim									
Cure Claim									
Rule 3002.1(c) Amount									
Monthly Mtg. Payment									
Total Debt Claim									

(i) Payment of these amounts will constitute a cure of all defaults (existing as of the petition date) of the Debtor(s)' obligations to the holder of the secured claim.

(ii) A claim secured ~~only~~ by a ~~security interest in~~ real property that is the Debtor(s)' principal residence (other than the Cure Claims or Total Debt Claim set forth in the above table) will be paid in accordance with the pre-petition contract. The claim includes all amounts that arise post-petition and that are authorized pursuant to FED. R. BANKR. P. 3002.1. During the term of the Plan, these payments will be made through the Trustee in accordance with the Home Mortgage Payment Procedures adopted pursuant to Bankruptcy Local Rule 3015-1(b). Each holder of a claim that is paid pursuant to this Paragraph must elect to either (i) apply the payments received by it to the next payment due without penalty under the terms of the holder's pre-petition note; or (ii) waive all late charges that accrue after the order for relief in this case. Any holder that fails to file an affirmative election within 30 days of entry of the order confirming this Plan has waived all late charges that accrue after the order for relief in this case. Notwithstanding the foregoing, the holder may

¹ In this Plan, a "Cure Claim" is the amount required to cure any existing default. A "Total Debt Claim" is a claim that will be fully paid during the term of the proposed Plan. As to each claim secured by a security interest or lien, the Debtor(s) must propose either (i) a Cure Claim and a monthly mortgage payment; (ii) a Total Debt Claim; or (iii) in cases in which there is no Cure Claim, a Monthly Mortgage Payment. The amount shown as "Cure Claim" should be equal to the total of all amounts required to cure the mortgage total existing default.

² Including principal, interest, and escrow.

impose a late charge that accrues following an event of default of a payment due under Paragraph 4 of this Plan.

(iii) Except as otherwise ordered by the Court, any amounts due as a result of the filing of a ~~Rule-FED. R. BANKR. P. 3002.1(c)~~ Notice shall be paid after payment of all other secured and priority claims, but before payment of all general unsecured claims. If the payment of the amounts due under a ~~Rule-FED. R. BANKR. P. 3002.1(c)~~ Notice would render the Plan deficient because of a shortfall of available funds, the Trustee must file a Notice of Plan Payment Adjustment to provide sufficient funds to pay all secured and priority claims in full.

(iv) Each ~~claim secured by a security interest-secured claim~~ is designated to be in a separate class.

(v) The Debtor(s) must timely provide the information required by the Trustee pursuant to the Home Mortgage Payment Procedures.

B. The holder of the claim secured ~~only by a security interest in~~ real property that is the Debtor(s)' principal residence has agreed to refinance the ~~security interest or lien and secured~~ claim on the terms set forth on the document attached as Exhibit "B". The refinancing brings the loan current in all respects. The terms of the loan that is being refinanced and the new loan are described below:

	Old Loan	New Loan
Current amount owed on old loan and total amount borrowed on new loan		
Interest rate is fixed or variable?		
Interest rate (in %)		
Closing costs paid by Debtor(s)		
Monthly principal and interest payment		
Monthly required escrow deposit		
Total monthly payment of principal, interest and escrow		

(i) Upon confirmation of this Plan, the Debtor(s) are authorized to execute conforming documents with the holder of the ~~security interest or lien~~ secured claim.

(ii) Payments made to the above referenced holder will be paid (check one, **only** if Debtor(s) have checked option **B**, above):

Through the Trustee.

Directly to the holder of the claim, by the Debtor(s). The holder of the claim may not impose any attorney’s fees, inspection costs, appraisal costs or any other charges (other than principal, interest and ad valorem tax and property insurance escrows) if such charges arose (in whole or in part) during the period (i) when the case is open; (ii) after the closing of the refinanced loan; and (iii) prior to a modification of this Plan (i.e., following a default by the Debtor(s) in payments to the holder of the claim) pursuant to which the Debtor(s) commence payments through the Trustee to the holder of the claim secured ~~solely by a security interest or lien on in~~ the Debtor(s)’ principal residence. If the Debtor(s) default in direct payments following the refinancing, a proposed modification of this Plan must be filed.

C. The following table sets forth the treatment of certain classes of ~~secured creditors holding a claim secured only by a security interest in~~ real property that is the Debtor(s)’ principal residence.

Name of Holder of Lien to which this provision applies		
Address of Principal Residence		
Debtor(s)’ Stated Value of Principal Residence	\$ _____	
Description of all Liens Senior in Priority (List Holder and Priority)	Estimated Amount Owed on This Lien	
Total Owed—All Senior Liens		

(i) The Debtor(s) allege that the total amount of debt secured by liens that are senior in priority to the lien held by _____ exceeds the total value of the principal residence. Accordingly, the claim will receive (i) no distributions as a secured claim; and (ii) distributions as an unsecured claim only in accordance with applicable law.

(ii) Upon the Debtor(s)’ completion of all payments set forth in this Plan, the holder of the lien is required to execute and record a full and unequivocal release of its liens, encumbrances and security interests secured by the principal residence and to provide a copy of the release to the Debtor(s) and their counsel. Notwithstanding the foregoing, the holder of a lien that secures post-petition homeowners’ association fees and assessments will be allowed to retain its lien, but only to secure (i) post-petition assessments; and (ii) other post-petition amounts, such as legal fees, if such other post-petition amounts are (a)

incurred with respect to post-petition fees and assessments; and (b) approved by the Court, if incurred during the pendency of the bankruptcy case.

(iii) ~~This~~ Paragraph 8C will only be effective if the Debtor(s) perform each of the following:

- (a) Mail a "Lien Stripping Notice," in the form set forth on the Court's website, to the holder of the lien that is governed by this Paragraph 8C. The Lien Stripping Notice must be mailed in a separate envelope from any other document. Service must be in a manner authorized by FED. R. BANKR. P. 7004.
- (b) File a certificate of service at least 7 days prior to confirmation reflecting that the Lien Stripping Notice was mailed by both certified mail, return receipt requested and by regular US mail to the holder of the lien on **all** of the following, with the mailings occurring not later than 31 days prior to the hearing on this Plan:

The holder at the address for notices shown on any proof of claim filed by the holder and in accordance with FED. R. BANKR. P. 7004.

Any attorney representing the holder who has filed a request for notice in this bankruptcy case.

(iv) Third party costs incurred on behalf of the Debtor(s) such as the costs of performing a title or lien search or serving the motion and notices will be borne by the Debtor(s). If such ~~third party~~ third-party costs are advanced by Debtor(s)' counsel, the Debtor(s) must promptly reimburse such costs, without the need for any further application or order.

D. This subparagraph D applies to any claim that is secured in whole or in part by a Tax Lien held by a Transferee (as defined in Section 32.06 of the Texas Tax Code), or its assigns.

(i) This Paragraph 8 governs the repayment of the claim held by the Transferee or its assigns.

(ii) The Transferee must comply with all of the procedures set forth in FED. R. BANKR. P. ~~Bankruptcy Rule~~ 3002.1 and in the Trustee's Home Mortgage Payment Procedures, regardless of:

a. Whether the Transferee holds a security interest; or

b. The terms of repayment set forth in this Plan.

(iii) No attorney's fees, expenses or other reimbursements may be enforced by any Transferee or its assigns unless the attorney's fees, expenses or other reimbursements are authorized by a Court order or the Home Mortgage Payment Procedures.

(iv) Paragraphs 12 and 25 of this Plan apply to claims secured by a Tax Lien; provided, after the completion of all payments under this plan, the holder of the claim secured by a Tax Lien will retain its lien, but only if the Tax Lien was treated by a "Cure" under this plan pursuant to 11 U.S.C. § 1322(b)(3). In that event, the Tax Lien will secure only (i) contractual payments first payable after the completion of all payments under the plan; and (ii) charges, fees and advances first accruing after the completion of all payments under the plan. Attorneys' fees, inspection fees and other charges accrue on the date that the services were rendered. The obligation to pay taxes accrues on the date that the taxes were last due without penalty under applicable non-bankruptcy law. Insurance premiums accrue on the date on which the premium was due under applicable non-bankruptcy law.

11. Other Secured Claims (Property to be Retained). Payments on these claims will be made through the Trustee. The secured claims treated by this Paragraph are in the following table:

Name of Holder of Secured Claim	Claim	Collateral Value	Plan Interest Rate	Security for Claim	Monthly Payment Amount			Starting Month #	Ending Month #	Total
					P&I	Escrow ³	Total			
Cure Claim ⁴										
Monthly Contract Pmt.										
Total Debt Claim										

A. The amount of secured claim to be paid under this Plan is the lesser of the amount listed above as the "Collateral Value" and the allowed amount of the claim. If a timely proof of claim is filed, the amount of the claim will be determined through the claims allowance process. Otherwise, the amount scheduled in this Plan will control. If the Court orders a different amount

³ Only applicable if an escrow for ad valorem taxes or property insurance has been required by the holder of the security interest. If the collateral is a vehicle or other personal property, the "Escrow" amount should be \$0.00.

⁴ In this Plan, a "Cure Claim" is the amount required to cure any existing default. A "Total Debt Claim" is a claim that will be fully paid during the term of the proposed Plan. As to each claim secured by a security interest or lien, the Debtor(s) must propose either (i) a Cure Claim and a Monthly Contract Payment; (ii) a Total Debt Claim; or (iii) in cases in which there is no Cure Claim, a Monthly Contractual Payment.

than is shown above as “Collateral Value,” the Plan shall be deemed amended to reflect that Collateral Value without the requirement of the filing of an amended Plan.

B. The amount listed as “Escrow” will be adjusted to reflect 1/12th of the annual ad valorem taxes and property insurance that is escrowed. If there is an escrow shortage (for a RESPA Reserve or otherwise), the shortage is included in the Cure Claim listed above.

C. Payment of the amounts required in this section constitutes a cure of all defaults (existing as of the date this Plan is confirmed) of the Debtor(s)’ obligations to the holder of the secured claim. If the monthly payment in the proposed Plan is less than the amount of the adequate protection payment ordered in this case, the actual payment will be the amount of the monthly adequate protection payment.

D. If the pre-petition loan documents include a provision for an escrow account, the actual monthly payment is adjustable only in accordance with this Paragraph. The Home Mortgage Payment Procedures must be followed, even ~~though if~~ the claims treated in this Paragraph are not secured by the Debtor(s)’ principal residence.

E. Each secured claim ~~secured by a security interest~~ is designated to be in a separate class.

F. This subparagraph F applies to any claim that is secured in whole or in part by a Tax Lien held by a Transferee (as defined in Section 32.06 of the Texas Tax Code), or its assigns.

(i) ~~This~~ paragraph 11 governs the repayment of the claim held by the Transferee or its assigns.

(ii) The Transferee must comply with all of the procedures set forth in ~~FED. R. BANKR. P. Bankruptcy Rule~~ 3002.1 and in the Trustee’s Home Mortgage Payment Procedures, regardless of:

a. Whether the Transferee holds a security interest;

b. Whether the property securing the claim is a home; or

c. The terms of repayment set forth in this Plan.

(iii) No attorneysattorney's fees, expenses or other reimbursements may be enforced by any Transferee or its assigns unless the attorneysattorney's fees, expenses or other reimbursements are authorized by a Court order or the Home Mortgage Payment Procedures.

(iv) Paragraphs 12 and 25 of this Plan apply to claims secured by a Tax Lien; provided, after the completion of all payments under this plan, the holder of the claim secured by a Tax Lien will retain its lien, but only if the Tax Lien was treated by a "Cure" under this plan pursuant to 11 U.S.C. § 1322(b)(3). In that event, the Tax Lien will secure only (i) contractual payments first payable after the completion of all payments under the plan; and (ii) charges, fees and advances first accruing after the completion of all payments under the plan. AttorneysAttorney's fees, inspection fees and other charges accrue on the date that the services were rendered. The obligation to pay taxes accrues on the date that the taxes were last due without penalty under applicable non-bankruptcy law. Insurance premiums accrue on the date on which the premium was due under applicable non-bankruptcy law.