

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF ILLINOIS  
URBANA DIVISION**

**In Re:** )  
 )  
**DEE E. BURGIN** )  
 ) **15-90754**

**THIRD AMENDED CHAPTER 13 PLAN**

1. The Plan will be funded as follows: The future earnings of the Debtor are submitted to the supervision and control of the Court and the **Debtor shall pay** to the Trustee the sum of **\$735.00** for a period of **60** months for a total amount of **\$44,100.00**.

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

A. The priority payments required by the Code, including the following:

a. Trustee's fees and costs (estimated to be **\$4,410.00** to be paid at a monthly rate of **\$82.50**, or otherwise in the discretion of the Trustee.

b. Attorney fees of **\$2,000.00** to be paid at the rate of **\$33.33** per month, or otherwise in the discretion of the Trustee.

B. Concurrent with the above payments, secured creditors whose claims are duly proved and allowed shall be paid as follows:

1. **Ally Financial**, which holds a purchase money security interest in a 2014 Dodge Ram 2500 truck shall receive a surrender of collateral.

2. **First Bank and Trust, s.b.**, which holds a claim secured by a mortgage encumbering Debtor's homestead located at 4732 Illinois Hwy 1, Paris, Edgar County, Illinois, shall be paid 100% of allowed secured claim. Payment will be made **directly by the Debtor** according to the terms of the original contract. Creditor, and its agents, shall cooperate with the Debtor throughout the course of the Chapter13 proceeding by sending the Debtor invoices and/or statements for them on monthly post-petition payments, applying the Debtor's payments in a timely manner, responding to all reasonable requests for information regarding the account, informing the Debtor of any changes to the terms and conditions of the loan or escrow agreement, and sending interest information to the Debtor in a timely manner so that the Debtor may file their income tax returns as required by Section 521 of the United States Bankruptcy Code.

3. **First Bank and Trust, s.b.**, which holds a purchase money security interest in a CF Moto side by side four-wheeler and miscellaneous cattle showing equipment and tools shall have its claim bifurcated. That portion of the claim

representing the fair market value of the collateral, estimated at **\$7000.00**, together with interest at the rate of four and one-quarter percent (**4.25%**) shall be paid by means of regular monthly payments of **\$129.71** by the Trustee. The remainder of the claim shall be paid as a general unsecured claim, upon timely filing of a proof of claim by the creditor.

4. **First Bank and Trust, s.b.**, which holds a purchase money security interest in a 2007 Dodge Charger purchased within 910 days of the filing of the proceeding shall be paid 100% of allowed secured claim. Payment will be made **directly by the Debtor** according to the terms of the original contract.

5. **Crane Federal Credit Union**, which holds a purchase money security interest in a Lawn Pride ZTR riding lawnmower shall have its claim bifurcated. That portion of the claim representing the fair market value of the collateral, estimated at **\$5,000.00**, together with interest at the rate of four and one-quarter percent (**4.25%**) shall be paid by means of regular monthly payments of **\$92.65** by the Trustee. The remainder of the claim shall be paid as a general unsecured claim, upon timely filing of a proof of claim by the creditor.

6. **State Bank of Chrisman**, which holds a purchase money security interest in a stock trailer and two Polaris Razor Youth four wheelers and shall be paid by agreement of the parties outside the plan.

7. **Kat's Karpel, Inc.**, which holds a purchase money security interest in carpeting and flooring installed in Debtor's primary residence shall receive payment on their secured claim of **\$5,790.75** plus interest at the rate of five percent (**5.00%**) by way of regular monthly payments of **\$105.28**, or otherwise in the Trustee's discretion.

C. **Subsequent to** the above payments, creditors whose claims are duly proved and allowed, shall be paid as follows:

Holders of general unsecured claims shall be paid any remaining funds available in accordance with Sections 1325(a)(4) and 1325(b) of the United States Bankruptcy Code. It is estimated but not guaranteed that such creditors will be paid approximately eight percent (8%) of their allowed claims.

**E. Other Provisions:**

1. Debtor shall provide to the Trustee promptly after filing in each year of the plan, a copy of his federal and state income tax returns for that year. Debtor shall thereafter submit to the Trustee as an additional plan payment for the benefit of unsecured creditors as much as required by the Trustee of any tax refund he receives.

2. Confirmation of this plan does not bar a party in interest from objecting to a claim which is not filed in accordance with Federal Bankruptcy Rules 3001 or 3002.

3. Property of the estate includes all of the property specified in 11 U.S.C. Section 541 and all property of the kind specified in such section acquired by the debtor(s) after commencement of the case but before the case is closed, dismissed or likewise converted to one under another chapter of the Code.

4. Confirmation of the plan shall impose a duty on the holders and/or servicers of claims secured by liens on real property to apply the payments received from the trustee on the pre-petition arrearages, if any, only to such arrearages; to deem the pre-petition arrearages as contractually cured by confirmation; to apply the direct mortgage payments, if any, paid by the Trustee or by the debtors to the month in which they were made under the plan or directly by the debtors, whether such payments are immediately applied to the loan or placed into some type of suspense account; to notify the trustee, the debtors and the attorney for the debtors of any changes in the interest rate for an adjustable rate mortgage and the effective date of the adjustment; to notify the trustee, the debtors and attorney for the debtors of any change in the taxes and insurance that would either increase or reduce the escrow portion of the monthly mortgage payment; and to otherwise comply with 11 U.S.C. Section 524(I).

5. Debtor hereby rejects all executory contracts not expressly assumed, furthermore, all contractual provisions regarding arbitration or alternative dispute resolution are rejected in connection with the administration of this Chapter 13 case. The plan filed by the Debtors herein specifically rejects, avoids, cancels and otherwise releases the Debtors from any and all contractual provisions, with any party or entity, which could or may impose on the Debtors any duty, requirement or obligation to submit any and all claims, demands, or causes of action of the debtors or any defenses, affirmative or otherwise, of any nature whatsoever, whether known or unknown, and whether arising pre-petition or post-petition, to any form of binding arbitration or alternative dispute resolution. Consequently, confirmation of this plan shall constitute a finding that any such clauses, conditions or provisions, whether arising under the Federal Arbitration Act or any state rule, statute, or regulation, are invalid, void and otherwise unenforceable as to the Debtor or the Chapter 13 Trustee.

6. Confirmation of this plan shall constitute a finding that the Debtor does not waive, release or discharge but rather retains and reserves for himself and the Chapter 13 Trustee any and all pre-petition claims and any and all post-petition claims that they could or might assert against any party or entity arising under or otherwise related to any state or federal consumer statute or under state or federal common law including but not limited to fraud, misrepresentation, breach of contract, unfair and deceptive acts and practices, retail installment sales act violations, Truth In Lending Act violations, Home Equity Protection Act violations, Real Estate Settlement Protection Act violations, Fair Debt Collection Practices Act violations, Fair Credit Reporting Act violations, Equal Credit Opportunity Act violations, Fair Credit Billing Act violations, Consumer Leasing Act violations, Federal Garnishment Act violations, Electronic Funds Transfer Act violations, and any and all violations arising out of rights or claims provided for by Title 11 of the United States Code, by the Federal Rules of Bankruptcy Procedure, or by the Local Rules of this Court.

7. Nothing herein shall prohibit the debtor(s) and/or the Trustee from bringing a Motion before the Court pursuant to Section 1329 of the United States Bankruptcy Code regarding any

change in circumstances during the course of debtor(s)' Plan that might result in an increase or decrease in the Plan payments based upon a change in circumstances or upon new or undisclosed information at the time of confirmation of the Plan.

Dated: May 10, 2016

/s/ Dee E. Burgin

Dee E. Burgin, Debtor

Dated: May 10, 2016

By: /s/ James R. Ping, II

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