

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

Debtor(s) REGINA IRENE HILL

Case No: 6:16-bk-05633-KSJ

CHAPTER 13 PLAN

CHECK ONE:

_____ Debtor¹ certifies that the Plan does not deviate from the model plan adopted by the Court at the time of the filing of this case. Any nonconforming provisions are deemed stricken.

The Plan contains provisions that are specific to this Plan in paragraph 9, Nonconforming Provisions. Any nonconforming provision not set forth in paragraph 9 is deemed stricken.

1. **MONTHLY PLAN PAYMENTS.** Plan payments include the Trustee's fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of 60 months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payment under the plan and may cause an increased distribution to the unsecured class of creditors:

(A) \$3,000.00 for months 1 (September 23, 2016) through 60 (January 23, 2021)

To pay the following creditors:

2. **ADMINISTRATIVE ATTORNEY'S FEES.**

Base Fee \$5,500.00 Total Paid Prepetition \$400.00 Balance Due \$5,100.00

Estimated Additional Fees Subject to Court Approval 2,000.00

Attorney's Fees Payable through Plan \$659.00 Monthly (subject to adjustment)
Monitoring Fees Payable through Plan \$50.00 Monthly (upon Confirmation of Plan)

3. **PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).**

Last 4 Digits of Acct No.	Creditor	Total Claim
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¹ All references to "Debtor" include and refer to both of the debtors in a case filed jointly by two individuals.

4. **TRUSTEE FEES.** Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

5. **SECURED CLAIMS.** Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments.

(A) Claims Secured by Real Property Which Debtor Intends to Retain/ Mortgage Payments and Arrears, if any, Paid through the Plan. If the Plan provides for curing prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims:

Last 4 Digits of Acct No.	Creditor	Collateral Address	Reg. Mo. Pmt.	Gap Pmt. Arrears
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(B) Claims Secured by Real Property/Debtor Intends to Seek Mortgage Modification. Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross disposable monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment, or (2) for *non-homestead*, income-producing property, 75% of the gross rental income generated from the property:

Last 4 Digits of Acct. No.	Creditor	Collateral Address	Pmt. Amt.
7824	Wells Fargo Home	1790 Baywood Ave. Orlando, FL 32818	\$1,109.07

(C) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES. Under 11 U.S.C. § 1322(b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. The secured portion of the claim, estimated below, shall be paid:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt. Value	Pmt. Interest @5.25%
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(D) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY. Claims of the following secured creditors shall be paid in full with interest:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt.	Pmt. Interest @ 5.25%
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1001	Exeter Finance Corp	2013 Hyundai Genesis	\$22,08.75	\$419.40
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(E) Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearages, if any, with All Payments in Plan.

Last 4 Digits of Acct No.	Creditor	Collateral Description	Regular Payment	Arrearages
2811	CFE FCU	2014 Mercedes Benz C250	\$511.57	

(F) Secured Claims/Lease Claims Paid Direct by Debtor. The following secured claims/lease claims are being made via automatic debit/draft from Debtor's depository account and are to continue to be paid direct to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights. (Note: The Plan must provide for the assumption of lease claims that Debtor proposes to pay direct in the Lease/Executory Contract Section 6 below.)

Last 4 Digits of Acct No.	Creditor	Property/Collateral
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(G) Liens to be Avoided per 11 U.S.C. § 522/Stripped Off per 11 U.S.C. § 506. A separate motion to avoid a lien under § 522 or to determine secured status and to strip a lien under § 506 must be filed.

Last 4 Digits of Acct No.	Creditor	Collateral Description/Address
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(H) Surrender of Collateral/Leased Property. Debtor will surrender the following collateral/leased property. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. (Note: The Plan must provide for the rejection of lease claims in the Lease/Executory Contract section below.)

Last 4 Digits of Acct No.	Creditor	Property/Collateral to be Surrendered
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6. LEASES/EXECUTORY CONTRACTS.

Last 4 Digits of Acct No.	Creditor	Property	Assume/Reject-Surrender	Est. Arrears
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7. GENERAL UNSECURED CREDITORS. General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$1.00.

8. **ADDITIONAL PROVISIONS:**

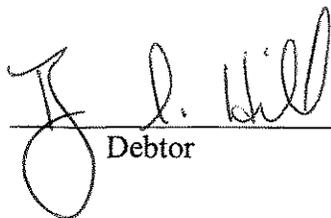
- (A) Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims:
- (B) Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.
- (C) Property of the estate (check one)*
 - (1) _____ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise; or
 - (2) shall vest in Debtor upon confirmation of the Plan.

*If Debtor fails to check (1) or (2) above, or if Debtor checks both (1) and (2), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

- (D) The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. The Trustee shall only pay creditors with filed and allowed proof of claims. An allowed proof of claim will control, unless the Court orders otherwise.
- (E) The Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
- (F) Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. **Debtor shall spend no tax refunds without prior court approval.**

9. **NONCONFORMING PROVISIONS:**

Monitoring Fee Payable through the Plan \$50.00 Monthly (Upon Confirmation of the Plan)



Debtor

Dated: 9.14.16

Debtor

Dated: _____

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing has been sent by either electronic transmission or U.S. Mail on the 14th day of September, 2016 to: Laurie K. Weatherford, Post Office Box 3450, Winter Park, FL 32790 and to all the Creditors listed on the Creditor's Matrix.

/s/ Erik J. Washington
ERIK J. WASHINGTON
Florida Bar No. 77128
The Washington Law Firm P.A.
535 N. Fern Creek Ave.
Orlando, FL 32803
Telephone: (407) 982-4130
Fax: (407) 965-4423
E-mail: ewashington@washfirm.com
Attorney for Debtor(s)

DUE DATE	16th	Hill						MONITORING	US Bank	Excelsior	CFE FCU				
		9/23/2016	Unsecured	Debtor Pmt	10.0% Tee Fee	ATTY	FEES					1790 Baywood	Hyundai	Mercedes	
	60		60					Gross= \$6,054							
9/23/2016	1	\$0.96		\$3,000.00	\$300.00		\$659.00		\$1,109.07	\$419.40	\$511.57				
10/23/2016	2	\$0.96		\$3,000.00	\$300.00		\$659.00		\$1,109.07	\$419.40	\$511.57				
11/23/2016	3	\$0.96		\$3,000.00	\$300.00		\$659.00		\$1,109.07	\$419.40	\$511.57				
12/23/2016	4	\$0.96		\$3,000.00	\$300.00		\$659.00		\$1,109.07	\$419.40	\$511.57				
1/23/2017	5	\$0.96		\$3,000.00	\$300.00		\$659.00		\$1,109.07	\$419.40	\$511.57				
2/23/2017	6	\$0.96		\$3,000.00	\$300.00	6 at	\$659.00	6 at	\$1,109.07	\$419.40	\$511.57				
3/23/2017	7	\$0.96		\$3,000.00	\$300.00		\$609.00		\$1,109.07	\$419.40	\$511.57				
4/23/2017	8	\$0.96		\$3,000.00	\$300.00		\$609.00	\$50.00	\$1,109.07	\$419.40	\$511.57				
5/23/2017	9	\$0.96		\$3,000.00	\$300.00		\$609.00	\$50.00	\$1,109.07	\$419.40	\$511.57				
6/23/2017	10	\$0.96		\$3,000.00	\$300.00		\$609.00	\$50.00	\$1,109.07	\$419.40	\$511.57				
7/23/2017	11	\$0.96		\$3,000.00	\$300.00	5 at	\$609.00	\$50.00	\$1,109.07	\$419.40	\$511.57				
8/23/2017	12	\$108.96		\$3,000.00	\$300.00	1 at	\$501.00	\$50.00	\$1,109.07	\$419.40	\$511.57				
9/23/2017	13	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
10/23/2017	14	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
11/23/2017	15	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
12/23/2017	16	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
1/23/2018	17	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
2/23/2018	18	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
3/23/2018	19	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
4/23/2018	20	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
5/23/2018	21	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
6/23/2018	22	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
7/23/2018	23	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
8/23/2018	24	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
9/23/2018	25	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
10/23/2018	26	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
11/23/2018	27	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
12/23/2018	28	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
1/23/2019	29	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
2/23/2019	30	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
3/23/2019	31	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
4/23/2019	32	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
5/23/2019	33	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
6/23/2019	34	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
7/23/2019	35	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
8/23/2019	36	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
9/23/2019	37	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
10/23/2019	38	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
11/23/2019	39	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
12/23/2019	40	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
1/23/2020	41	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
2/23/2020	42	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
3/23/2020	43	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
4/23/2020	44	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
5/23/2020	45	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
6/23/2020	46	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
7/23/2020	47	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
8/23/2020	48	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
9/23/2020	49	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
10/23/2020	50	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
11/23/2020	51	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
12/23/2020	52	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
1/23/2021	53	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
2/23/2021	54	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
3/23/2021	55	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
4/23/2021	56	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
5/23/2021	57	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
6/23/2021	58	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
7/23/2021	59	\$609.96		\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
8/23/2021	60	\$609.96	60 at	\$3,000.00	\$300.00			\$50.00	\$1,109.07	\$419.40	\$511.57				
								54 at	\$50.00	60 at	\$1,109.07	60 at	\$419.40	60 at	\$511.57
		\$29,397.60		\$180,000.00	\$18,000.00		\$7,500.00	\$2,700.00	\$66,544.20	\$25,164.00	\$30,694.20				
		\$19,399.00					\$7,500.00	\$2,700.00		paid 5.25%					
		152%								\$25,164.00					

Label Matrix for local noticing
 113A-6
 Case 6:16-bk-05633-CCJ
 Middle District of Florida
 Orlando
 Wed Sep 7 00:13:03 EDT 2016
 Business Revenue Syste
 Po Box 8986
 Attn: Bankruptcy
 Fort Wayne, IN 46898-8986

United States Trustee - ORL7/13 7
 Office of the United States Trustee
 George C Young Federal Building
 400 West Washington Street, Suite 1100
 Orlando, FL 32801-2210

Amseot Corporation
 2201 13th St.
 Saint Cloud, FL 34769-4209

CFE FCU
 PO Box 958423
 Lake Mary, FL 32795-8423

CFE Federal Credit Union
 1000 Primera Blvd.
 Lake Mary, FL 32746-2194

Exeter Finance Corp
 Po Box 166008
 Irving, TX 75016-6008

Florida Department of Revenue
 Bankruptcy Unit
 Post Office Box 6668
 Tallahassee FL 32314-6668

Fox Collection Center
 Po Box 528
 Goodlettsville, TN 37070-0528

Health Central
 2714 Rew Circle Ste. 200
 Ocoee, FL 34761-2901

Internal Revenue Service
 Post Office Box 7346
 Philadelphia PA 19101-7346

Orange County Tax Collector
 PO Box 545100
 Orlando FL 32854-5100

Orlando Fcu
 1117 S Westmoreland
 Orlando, FL 32805-3866

Preferred Collection &
 1000 N Ashley Dr Ste 600
 Tampa, FL 33602-3723

Professional Adjmnt Co
 14410 Metropolis Ave
 Fort Myers, FL 33912-4341

Reliable Crd
 1241 W. Tharpe Str
 Tallahassee, FL 32303-4661

U.S. Department of Housing and Urban Develop
 451 7th Street S.W.
 Washington, DC 20410-0002

United States Attorney
 400 West Washington Street
 Suite 3100
 Orlando FL 32801-2440

Us Dept of Ed/Great Lakes Educational Lo
 2401 International
 Madison, WI 53704-3121

Wells Fargo Home Mtg
 Written Correspondence
 Mac#X2302-04e Po Box 10335
 Des Moines, IA 50306-0335

Erik J Washington
 The Washington Law Firm, P.A.
 535 N. Fern Creek Ave.
 Orlando, FL 32803-5444

Laurie K Weatherford
 Post Office Box 3450
 Winter Park, FL 32790-3450

Regina Irene Hill
 100 S. Cottage Hill Rd.
 Orlando, FL 32805-2332

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Orlando Reginoal Health

End of Label Matrix
 Mailable recipients 22
 Bypassed recipients 1
 Total 23