

Debtor Orientation Handbook

Office of the Chapter 13 Trustee
Northern District of Texas

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STANDING TRUSTEE

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This booklet is designed, written, and created to help you understand your responsibilities in the Chapter 13 process. Some of the information contained in this booklet is unique to this district of the Bankruptcy Court and to our Chapter 13 office. Not only do we want you to realize the protection afforded you during the term of your plan, but we also want to help you avoid the pitfalls that made you seek that protection in the first place. To that end, we stress education and credit re-establishment in our orientation and Debtor Education Seminar. This Chapter 13 program is designed to give you a positive start in your plan and to answer any questions you may have regarding the Chapter 13 process. You will also receive help in re-establishing your credit once your plan completes. Make sure you keep this booklet in a convenient place as a handy reference when questions arise over the life of your plan. Please note, however, that it is not meant to replace the advice of your attorney.

I want to commend you for the responsible choice you have made in dealing with your financial crisis. You have selected the chapter of the Bankruptcy Code that is about the business of "paying back." Once your plan is confirmed, you will have reached a very positive turning point in your financial life and can look forward to a bright future. Allow me to once again tell you that my staff and I remain committed to helping you reach your goal of successfully completing your plan.

Yours very truly,

Alice Whitten

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MY CHAPTER 13 CASE

MY NAME _____

MY CASE NUMBER _____

MY ATTORNEY _____

MY ATTORNEY'S PHONE NUMBER _____

MY PLAN PAYMENT \$ _____

Important Information

You recently filed a case under Chapter 13 of the Bankruptcy Code in the Northern District of Texas. You have certain duties and responsibilities as a Chapter 13 debtor. **Please keep this document for future reference until your case is completed.**

YOUR TRUSTEE

Your Chapter 13 Trustee is Alice Whitten ("Trustee"). The office street address is: 6100 Western Place, Suite 1050, Fort Worth, TX 76107 (**correspondence only**). You can reach our office at 817-916-4710 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Do not feel that you have to talk personally to the Trustee. The Trustee's staff is familiar with the policies and guidelines under Chapter 13 and is well qualified to discuss with you most problems or non-legal questions that may arise. The Trustee's office may not give legal advice. Consult your attorney on all legal questions. The Chapter 13 Trustee's Office is closed on Federal Holidays.

GENERAL ORDER 2010-01

Special local procedures are set out in General Order 2010-01 issued jointly by the bankruptcy judges in the Northern District of Texas ("the General Order"). Copies of this order may be obtained from the bankruptcy clerk; the Court's website: www.txnb.uscourts.gov; the Office of the Chapter 13 Trustee, or the Trustee's website: www.13network.com. You should ask your attorney to make you familiar with the provisions of the General Order. You have certain duties and responsibilities under the General Order.

HOW ARE PAYMENTS MADE TO THE PLAN?

The most common method of payment, and the method usually required by the court, is Wage Deduction. Your employer will be sent paperwork to begin the process. PLEASE NOTE that this often takes some time to take effect. Until such deductions begin, YOU are responsible for making direct payments to the Trustee.

In rare circumstances, debtors are allowed to make direct plan payments throughout their plan. Whether making short-term or long-term direct payments, the following procedures are required:

- Payments must be in the form of a **Cashier's Check or Money Order**.

- *No personal checks can be accepted*
- **CASH IS NEVER ACCEPTED.**
- Payments must clearly show your name & case number.
- All payments must be mailed to the Trustee's bank lockbox.
No payments will be accepted at the Trustee's Office.
- Payments must be made out to: **Chapter 13 Trustee**
- Payments are to be mailed to: P.O. Box 1201
Memphis, TN 38101-1201

WAGE DEDUCTIONS

Wage Deduction is mandatory unless otherwise ordered by the court.

A Wage Deduction is simply a way to more easily fund the plan you voluntarily filed. A Wage Deduction Order will be issued to your employer. Your employer will then make your plan payments for you by deducting the total monthly payment from your pay and sending that money to the Trustee's lockbox. (This money will be deducted in equal installments determined by the frequency of your pay, not in one lump sum.) Both you and your employer should understand that this order **IS NOT** an attachment or garnishment.

It is essential for **YOU** to make direct payments to the Trustee's lockbox until you actually see the plan payments being deducted from your pay check.

The Court has exclusive jurisdiction over your wages and property during your plan. Should any employer treat such an Order as an attachment, you should advise the Trustee's office. The Trustee will assist the employer in understanding that you are making an effort to voluntarily pay your debts rather than not pay them. We usually find that employers, after an explanation, understand and think more highly of an employee for trying to pay their bills.

A Wage Directive Information form has been included with this handbook and is also available from your attorney or on the Trustee's website.

HOW DO I CALCULATE THE AMOUNT OF MONEY THAT WILL BE DEDUCTED FROM EACH PAYCHECK?

The following table can be used to calculate the amount of monies that will be deducted from your pay. It is important to note that deductions will always be taken in equal installments from EACH PAYCHECK, never in one lump sum.

IF YOU ARE PAID BI-WEEKLY:

Multiply the amount of your monthly payment times 12 months per year. Then divide the total by 26 payments per year. This will equal your bi-weekly payment.

FOR EXAMPLE: If your monthly payment is \$800.00, multiply that payment times 12 months (\$800.00 X 12 = \$9600.00); and then divide the total amount by 26 payments per year (\$9600.00 ÷ 26 = \$369.23). Your bi-weekly payments are \$369.23.

IF YOU ARE PAID SEMI-MONTHLY:

Multiply the amount of your monthly payment times 12 months per year. Then divide the total by 24 payments per year. This will equal your semi-monthly payment.

FOR EXAMPLE: If your monthly payments are \$800.00, multiply that payment times 12 months ($\$800.00 \times 12 = \9600.00); and then divide the total amount by 24 payments per year ($\$9600.00 \div 24 = \400.00). Your semi-monthly payments are \$400.00.

IF YOU ARE PAID WEEKLY:

Multiply the amount of your monthly payment times 12 months per year. Then divide the total by 52 pay periods. This will equal your weekly payment.

FOR EXAMPLE: If your monthly payment is \$800.00, multiply that payment times 12 months ($\$800.00 \times 12 = \9600.00); and then divide the total amount by 52 payments per year ($\$9600.00 \div 52 = \184.61). Your weekly payment is \$184.61.

WHAT IF I AM SELF-EMPLOYED?

If you are self-employed **YOU** are responsible for making direct payments into your plan. Payments can be made by you directly to the Trustee's lockbox or via Automatic Draft Payments (ACH) (see next paragraph). Payments to the Trustee's lockbox must follow these rules:

- Payments must be in the form of a Cashier's Check or Money Order.
- *No personal checks can be accepted*
- **CASH IS NEVER ACCEPTED.**
- Payments must clearly show your name & case number.
- All payments must be mailed to the Trustee's bank lockbox.
No payments will be accepted at the Trustee's Office.
- Payments must be made out to: **Chapter 13 Trustee**
- Payments are to be mailed to: P.O. Box 1201
Memphis, TN 38101-1201

Do not mail correspondence to this P.O. Box.

AUTOMATIC DRAFT PAYMENTS (ACH)

Chapter 13 payments can be deducted once a month directly from a debtor's checking or savings account. If you are interested, please complete the Authorization Agreement for Pre-Authorized Payments (ACH debits) and return it to the Trustee's office. A copy of the Authorization Agreement for Pre-Authorized Payments has been included with this handbook and can also be found on the Trustee's website. All debtors exempt from Wage Directive are encouraged to use ACH in order to reduce the risk of having their case dismissed for monetary default.

WHEN ARE MY PAYMENTS DUE?

Your first payment is due 30 days from the filing date of your petition. Your next payment is due 30 days afterwards. For example, if your petition date is Nov. 3rd, your next full payment is DUE on or before Dec. 3rd. Remember that this is the DUE date. You need to mail your payments five (5) or six (6) days in advance of this date in order to allow time for your payment to reach the Trustee's lockbox.

The Trustee's Office highly recommends that you begin making your next month's payment on the next day you are paid. It can be difficult to come up with the entire payment a few days before it is due. It is much easier to pay a portion of that payment each time you receive a paycheck.

If you do not make your first payment on time, your Chapter 13 case may be dismissed after only three (3) business days notice to you and your attorney.

CAN I MAKE EXTRA PAYMENTS?

You may send an extra payment or an extra partial payment to the Trustee's lockbox whenever it is possible to do so. This will help to shorten the length of time that you are in the plan. However, your plan payments work the same as your mortgage payments in that you cannot pay ahead. So, even though you send extra money one month, you still need to pay the full plan payment on the following month. Send any extra payments by cashier's check or money order to P.O. Box 1201, Memphis, TN 38101-1201. Be sure your name and your case number are on the extra payment to ensure your payment is credited to the correct plan.

IN CASE YOU CANNOT MAKE YOUR PLAN PAYMENT WHEN DUE

Only the Judge can authorize late payments, skipped payments, or any other change to the original plan. If future circumstances cause you to default under your plan and the Trustee files a Motion to Dismiss or a Notice of Intent to Dismiss, there are two (2) options:

1. An agreed Interlocutory Order (I/O) can be signed by the debtor and/or attorney for the debtor and the Trustee. This order will conditionally deny the Trustee's Motion or Notice to Dismiss subject to extra payments being timely made each month in addition to the regular monthly payment for a specific period of time. The maximum amount of time allowed to catch up the payments under the I/O is six (6) months. You must attend the Pre-Hearing Conference on the Trustee's Motion to Dismiss or have your attorney attend for you to compete the I/O form and sign it. The I/O will then be presented to the Judge and entered by the Court. There is no charge for this by the Trustee's office. Please be aware that there is no further notification prior to dismissal if the terms of the I/O are not met.
2. A modification can be filed by your attorney if your case has already been confirmed. Contact your attorney immediately.

Another very important thing to remember is that if you do nothing, then your case will probably be dismissed, and you will lose all the benefits you have already built up. To do nothing is the worst possible thing to do.

WILL I GET PAYMENT STATEMENTS FROM THE TRUSTEE?

Every year on the anniversary month of your Chapter 13 filing you will receive the Trustee's Annual Report that gives an accounting of the money you have paid into the plan and how your creditors have been paid. It will show the balance of all accounts being paid through your plan. Your attorney also receives a copy of the report. If you have any questions concerning the report, contact your attorney.

You can also keep track of your payments online at www.13network.com. From the homepage you will scroll down to find Alice Whitten's name listed with the other Texas Trustees. Click on Alice Whitten's name to be taken to her office homepage. Select the Chapter 13 Inquiry link. You will be asked to input your case number and social security number. Please remember to log-out of this page when you are finished to protect your information.

TIP: It is imperative to keep ALL documents received during the term of your plan. You will NEED these to re-establish credit in the future. Keep these in a safe place— you will need to refer to them for at least ten years after the completion of your plan.

WHAT HAPPENS IF I CHANGE JOBS?

If you change jobs, especially if your plan payment is being paid through a payroll deduction (Wage Directive), notify your attorney and the Trustee's office **immediately**. This notification must be made in writing. If you are currently on a Wage Directive you will need to fill-out and submit a new Wage Directive form, with your new employer's information, to the Trustee. A Wage Directive form has been included with this handbook or you can check the Trustee's website for the most up to date Wage Directive form. A pay order must be prepared for your new employer. Remember, if there is a delay between the time the payments through your old employer cease and payments through your new employer begin, **YOU** are responsible for making direct payments to the Trustee's lockbox.

DO YOU NEED TO KNOW IF I MOVE?

The Trustee must have your current address and your home and work telephone numbers at all times until your plan is completed. The Trustee must have your current address at all times in order to mail important documents throughout the life of your plan. Please notify the Trustee office **immediately**, in writing, at the correspondence address (or fax 817-916-4770) if you change your address, employment, or telephone number. A new address on a cashier's check or money order (self-employed debtors only) is not sufficient notice of a change of address. A Debtor Address Change Form is included with this handbook and is also available from the Trustee's office.

HOW LONG WILL MY PLAN LAST?

Upon entering a Chapter 13 plan, it is difficult to determine the exact duration of your plan. It is very rare for a plan to last the exact number of months in the original projection. A creditor may file a claim for a larger than anticipated amount; interest rates may change or a forgotten creditor may need to be added, any of which could add to the length of your plan. On the other hand, some creditors may not file a Proof of Claim, thus shortening your repayment time.

Although the length of your plan is influenced by many factors that may change during the course of your plan, no plan is allowed to exceed sixty months. If this situation occurs, the Trustee may file a Motion to Dismiss. Both you and your attorney will receive a copy of that Motion. **READ ALL YOUR MAIL**. Any failure to respond to that Motion will result in the dismissal of your case. Questions regarding accelerated payments should be directed to your attorney.

*****TIP:** Open any mail you receive from the Trustee's Office on the day that you receive it.

WILL MY CREDITORS CONTINUE TO CALL?

If this is your first case, all creditors you listed in your Chapter 13 case are under an Automatic Stay Order (restraining order). The Automatic Stay stops creditors from contacting you or your employer in any way and keeps them from foreclosing on or repossessing your property. If an Automatic Stay does apply to your case, a creditor may obtain permission of the Court to foreclose or repossess property by filing a motion. Do not worry about routine delinquent notices from creditors. If you get a direct contact from a creditor, such as a telephone call, a personal letter, a summons, or a visit in person, you should immediately tell the creditor that you are under Chapter 13, give the creditor your case number, and the name of your attorney. Get the name of the party contacting you and the person's address and telephone number. Report this information to your attorney. If this is your second case in one year, that Automatic Stay only lasts for 30 days, unless extended by the Court. If this is your third or higher case in one year, there is no Automatic Stay. Talk to your attorney about your options.

It is important to note that the Automatic Stay does not prohibit contact initiated by you. You might need to contact a creditor to obtain information on interest paid on a particular debt. This would most likely be needed for filing your tax returns. You might also want to contact MORTGAGE HOLDERS at the beginning of your case and on a YEARLY basis to determine that the monthly payments and escrow balances are correct. This is important to ensure that when you complete your Chapter 13 Plan you will be current as to the mortgage payments and escrow account.

CREDITOR'S MOTION TO MODIFY AUTOMATIC STAY

A creditor obtains permission to foreclose or repossess by filing a Motion to Modify Automatic Stay. Under local rules, if a creditor files the Motion to Modify Automatic Stay and serves a copy on you and your attorney, the Automatic Stay will be lifted unless a written response to the motion is filed by you or your attorney with the Bankruptcy Court within twelve (12) days after service of the motion. If no written response is filed by you or your attorney, an Order Lifting Stay will be entered by default. After that, the creditor can foreclose on your house, car, or other collateral even if you think you have valid excuses, defenses, or counterclaims.

WHAT IF I FORGOT TO LIST A CREDITOR?

Creditors not listed when you filed your case may cause problems. There are two kinds of unlisted creditors. The first type is a creditor to whom you owed money when you first filed your plan and whom you forgot to list ("pre-petition creditors"). It may be wise to obtain your credit report to make sure there are no debts that you may have forgotten. If there are, contact your attorney to have those creditors added to your plan right away.

The second type of creditor is one whose debt was incurred AFTER you filed the plan ("post-petition creditors"). Post-petition creditors are rare. Your attorney explained to you that credit is generally not allowed while you are in a Chapter 13 plan.

WHY DO CREDITORS HAVE TO FILE A PROOF OF CLAIM WITH THE COURT?

In order to be paid, each creditor must file a proof of claim after receiving notice of your Chapter 13 filing. Unsecured creditors are allowed 90 days from the date of the first meeting of creditors (341 meeting) to file their claims. Governmental agencies have 180 days from the filing date of your petition to file a claim. If they fail to do so, they most likely will not receive payments in the plan.

Six to eight months after the filing of your case, you will receive a document called the Notice of Intention to Pay Claims. This document lists all of the creditors in your plan and discloses whether or not a claim has been filed. Carefully check the listing for accuracy. **CONTACT YOUR ATTORNEY IF ANY OF THE CREDITORS OR AMOUNTS APPEAR INACCURATE.**

The Notice of Intention to Pay Claims has a 20 day period from the date of service by the Trustee, during which objections can be filed by you or by creditors. With exception, if there are no objections, the case becomes final and binding, paying only those creditors who have filed claims.

If there is a creditor you want paid through your plan and that creditor has not filed a claim, contact your attorney promptly about filing a claim for the creditor. Remember that this includes all relatives and friends to whom you owe money.

HOW WILL MY CREDITORS BE PAID?

Payments to the Trustee are used to pay your attorney, Trustee fees and your creditors. There are three (3) basic types of creditor claims: secured, priority, and unsecured. Priority claims include court costs, fees which you agreed to pay your attorney, expenses of administering the plan, IRS taxes, and domestic support obligations. The Trustee makes equal monthly payments to secured creditors. Any funds remaining after payment to secured creditors will be divided among priority creditors pro-rata and then general unsecured creditors pro-rata. It could be several months before priority and general unsecured creditors receive their first payment.

As noted, your creditors cannot deal directly with you. Likewise, you cannot deal directly with them. You cannot favor one creditor over another or make payments "on the side." All creditors scheduled in your plan must be paid through the plan, under the terms of the law and not because of personal preference.

HOW WILL MY HOUSE PAYMENT BE HANDLED?

If you were behind in your mortgage payments at the time you filed your bankruptcy, all mortgage arrearages, up to the date of filing, are included as a secured debt also to be paid through the plan. You will continue to make your payments directly to your mortgage holder for any mortgage payments coming due after the date of filing. It is **vital** that you do so in a timely manner. If something unforeseen happens and you are unable to make a payment, contact your attorney immediately. The court will not allow you to continue to live in a home or on property if you cannot or will not pay for it. You **must maintain adequate insurance on your home** if it is not included in your mortgage payment. If your property taxes are not included in your mortgage payment, you should make sure that your budget filed within your bankruptcy case includes such amounts and that you are setting aside the funds to make those payments when they come due. The Trustee will not make any post-petition tax payments for you, absent a modification to your plan.

IS MY CAR PAYMENT INCLUDED IN MY PLAN?

Almost without exception, your vehicle(s) will be included in your plan. Depending on the purchase date, your vehicle will be valued one of two ways:

1. You will be required to pay the full amount you owe on your vehicle.
2. A fair "value" will be assigned to the vehicle and that amount will be considered a secured debt. Interest will be paid only on the secured portion of the debt as per the plan.

Regardless of valuation, **it is extremely important for you to maintain adequate insurance on your vehicle.** Please note that the Trustee's office does not hold titles to any vehicles. If you have any problem obtaining a car title after your vehicle has been paid through the plan, you need to contact your attorney.

WILL MY CO-SIGNERS AND GUARANTORS BE PROTECTED BY MY CHAPTER 13 PLAN?

If you have a co-signer, co-maker, or guarantor including a non-filing spouse on any of your consumer debts, Chapter 13 protects them from collections activities by the creditor (to the extent your plan provides for payment of such debts) as long as you remain under Chapter 13. Any creditor contact with any of your co-signers after you have filed your case should be reported to your attorney.

If that person has given collateral for the loan, the creditor must request the Court for relief from the Automatic Stay in order to proceed against the property. The co-debtor stay will only provide protection for the amount of the debt your plan proposes to pay. If your plan is not scheduled to pay the co-signed debt in full, a creditor may obtain permission to collect the unpaid portion of the debt from your co-signer, co-maker

or guarantor. Your discharge on a debt is personal to you and does not necessarily affect a co-signer's obligations.

If you have any questions about whether or not any co-signer on a debt is protected under the terms of your plan, make sure you talk to your attorney about their treatment in the plan.

USE OF CREDIT DURING PLAN

The use of credit or entering into a loan agreement of any kind while under Chapter 13 is prohibited, except in business cases and extreme emergency situations. However, medical expenses and repair bills cannot always be avoided. If you believe you have such an emergency, you should contact your attorney for assistance in securing proper permission from the Court. The use of credit cards or charges of any kind while under Chapter 13 is a use of credit without court approval and is prohibited. This applies to any member of the family supported by the debtor under Chapter 13, whether they are Chapter 13 debtors or not. All charge cards should be destroyed or returned to the creditor.

MAY I BUY ANY PROPERTY WHILE I'M IN THE PLAN?

All of your disposable income is considered part of your bankruptcy estate and must be committed to the plan for the first 36 months. You cannot make any major purchase without first obtaining the Trustee's permission and/or Court approval. This includes refinancing. Your attorney must submit the appropriate paperwork asking the Court to consider your request.

MAY I SELL ANY OF MY PROPERTY WHILE I'M IN THE PLAN?

All of your property is considered part of your bankruptcy estate. You cannot sell any major part of that estate, including, but not limited to, your home, car, land, fine art or jewelry without the permission of the Court. Your attorney must submit the appropriate paper work asking the Court to consider your request to sell property.

MAY I CONTINUE MAKING CONTRIBUTIONS TO MY 401(K)?

Yes, contributions to both mandatory and voluntary retirement programs are allowed. It is also permissible to repay loans from your retirement account. If you have any questions, please talk to your attorney.

MAY I PAY OFF MY PLAN EARLY?

If you want to pay your plan off early, you must first write the Trustee's Office requesting a payoff. Your letter should also disclose the source of the funds you are using to pay off your plan. This information is required to ensure your compliance with bankruptcy and disclosure rules. Before you are given a payoff, your entire file must be reviewed. This can be a lengthy process so your patience is greatly appreciated. Your request **WILL** be processed as quickly as possible.

All cases are subject to a final review and approval of the Court. Be aware that this could take as long as two months to receive.

TAX RETURNS

Section 521(f) of the Bankruptcy Code requires that if a request is made by this office, you must provide a copy of the Federal income tax return(s) required to be filed each year with the Internal Revenue Service with respect to each tax year ending while your Chapter 13 case is pending. You should expect to receive a letter from this office in January each year requesting a copy of the return(s). You are required to provide that copy to this office at the same time you are filing the return(s) with the Internal Revenue Service. Please mail a

copy of the return(s) to the address provided in the letter or, if you don't receive a letter, to the physical address for this office: 6100 Western Place, Ste. 1050, Fort Worth, TX 76107. Please take care to redact or blackout the full social security numbers included on the various pages of your tax return(s). This office does not need those numbers in order to process your return(s), and the redaction will help protect that confidential information in the event that the return(s) does not make it to this office.

The Internal Revenue Service's Special Insolvency Territory 10 handles tax matters for persons involved in Chapter 13 proceedings. This may affect any future tax refunds and the processing of tax returns.

If you currently owe taxes or have un-filed tax returns from the past four (4) years, the I.R.S. freezes your account when you file bankruptcy. This is to stop any collections actions. It also prevents automatic account processing, such as automatic refunds. After this code is put in, the I.R.S. must manually prepare paperwork to request any refund checks.

Once your return is filed, it is processed by the Austin Service Center which generates a Notice of Credit in approximately six (6) to eight (8) weeks and sends it to I.R.S. Insolvency Territory 10 in Dallas. Insolvency Territory 10 must then research your account, make any necessary credit offsets to satisfy your liability, and prepare paperwork to generate any remaining refund which may or may not be sent to the Trustee's office. This process takes up to six (6) weeks. If you have a pre-petition refund, it will be applied to taxes you owe per applicable law. If you owe taxes to the I.R.S., there is an unfiled return or an ongoing audit, then your refund may be sent directly to the Trustee's office. If a refund check is to be prepared by the I.R.S., paperwork is sent to the Austin Service Center. This portion of the process, also, takes up to six (6) weeks. Once a refund check is actually issued, it may take approximately two (2) weeks to arrive at either the Trustee's office or your home. Therefore, routine processing time for generation of a refund check is approximately sixteen (16) weeks from the time the return is filed. Please do not call the I.R.S. or the Trustee's office regarding the status of your refund until this period has expired. In addition, if you file your return during peak filing time, April 15 through August 15, it could take even longer to process your refund. The number for the IRS Special Procedures Department is (214) 413-5353.

Depending on the amount of taxes owed, and the amount of your refund, you may receive a portion of that refund from the Trustee (see TAX REFUNDS).

Any post-petition taxes owed to the IRS must be paid. Failure to do so could lead to the dismissal of your case.

TAX REFUNDS

Within General Order 2010-01; the Bankruptcy Judges have authorized the Chapter 13 Trustee to receive and apply any federal income tax refund you may become entitled to during your Chapter 13 to your plan. The amount of your refund to be applied to your plan depends on whether or not you are delinquent in your plan payments and the amount of your refund. If you are NOT delinquent in your plan payments; the General Order states that you are entitled to up to \$2,000 of your refund. If your refund is more than \$2,000, anything over the \$2,000 will be paid to your unsecured creditors. If you are delinquent in your plan payments; the General Order states that the first \$2,000 of your refund will be applied to your delinquency. If your delinquency is less than \$2,000; you will receive the difference between your delinquency and the \$2,000 from the Trustee. If your refund is more than \$2,000, anything over the \$2,000 will be paid to your unsecured creditors. The I.R.S. will notify you by mail the day it sends the refund check to the Trustee. Do not call the Trustee's office for at least ten (10) days after you receive such a letter. Give the Trustee's staff

time to verify that your plan payments are current and to process any refund that you may be due. The Trustee's office must have your current mailing address to send a check to you. The Trustee's office will notify you by mail of the amount of your tax refund, if any portion of it was applied to your plan, how it was applied to your plan and include a check for any amount that you are due.

If you do not owe any tax for prior years and have filed all previous year's returns, your refund will be processed normally and should be mailed directly to you.

If you receive your tax refund directly from the I.R.S., the provisions of General Order 2010-01 still apply to that refund. Upon receipt of your check, you should contact the Trustee's office to discuss how to handle the refund. Generally, if you receive a check, you should endorse that check over to the Trustee (write "Pay to the order of Chapter 13 Trustee" on the back of the check and sign it as you would if you were cashing or depositing it) and send the check along with a copy of your tax return (unless you previously provided it in response to the annual request) to the Trustee's payment address. If the refund is deposited directly into your bank account, you should obtain a cashier's check or money order for the amount of the refund in excess of \$2,000 (unless your case is delinquent and you have been advised of a different amount in your conversation with this office) and send that along with a copy of your tax return (unless you previously provided it in response to the annual request) to the Trustee's payment address. Please take care to redact or blackout the full social security numbers included on the various pages of your tax return. This office does not need those numbers in order to process your return, and the redaction will help protect that confidential information in the event that the return does not make it to this office.

SAVINGS ACCOUNT

The Trustee wishes you success in the performance of your plan. Over the next three (3) to five (5) years, you will have things come up which threaten your completion of the plan. You will very likely have an interruption of income or an unexpected expense (e.g., car repair, home maintenance, or medical expenses). The Trustee strongly encourages you to immediately open a savings account at your bank or credit union and make a commitment to pay yourself first each payday. Make this a habit. The important thing is not how much but how regularly you make your savings deposit.

WHAT DOES IT MEAN TO HAVE MY CASE DISMISSED?

A case may be dismissed either voluntarily, meaning that you decide to stop your participation in the plan, or involuntarily, meaning the Court has terminated your plan - usually because of failure to maintain timely payments. You have the right to exercise a voluntary dismissal at any time by notifying your attorney.

Fixed and timely Chapter 13 plan payments are a requirement of the Court and it is your responsibility to maintain those payments. A deficiency in plan payments for any 45 days could result in the involuntary dismissal of your case. Either the Trustee or a creditor may file a Motion to Dismiss with the Court and you and your attorney will be notified of the action.

If your income is reduced, hindering your ability to continue in the plan, **contact your attorney immediately.** He or she may be able to modify your plan in order to prevent your being considered delinquent. The Trustee's Office has no authority to let you miss a payment or to allow you to pay less than the required amount. Only the Court can do so in response to a motion filed by your attorney. If your attorney files such a motion, do not change or stop payments until you receive a signed order from the Court allowing you to do so. Be aware that this could take up to 30 days.

In the event of a dismissal, either voluntary or involuntary, **all creditor stays will be lifted and creditors can resume recovery procedures** on accounts and may add any interest and penalties that were waived under your Chapter 13 plan.

WHAT HAPPENS WHEN I COMPLETE MY PLAN?

When the Trustee and the Court have verified that all your creditors have been paid as confirmed in the plan, the Trustee will notify your employer to stop the payroll deduction. The Trustee compiles a list of completed cases once a month. Every effort is made to stop the deductions promptly. If, however, an unnecessary deduction is taken, it will be refunded to you as soon as possible. Any overpayment on your case will be released after your case is discharged. Any final refunds will be issued approximately 35 days after you receive your **FINAL REPORT**.

A FINAL REPORT AND ACCOUNT must be submitted to the Court for auditing before your case can be closed. Auditing usually takes four (4) to six (6) weeks. You will receive a copy itemizing all money transactions, receipts, claims filed, and amounts of disbursements. You will receive an **Order of Discharge** from the Bankruptcy Clerk and a copy of your Final Report. Your creditors will receive a notice that the final report was filed. **These are very important documents that you should keep in a safe place indefinitely.**

WHAT HAPPENS TO ANY DEBTS THAT ARE NOT PAID IN FULL?

If your unsecured creditors did not receive the entire amount originally owed to them, all remaining balances will be “discharged” or legally forgiven upon the completion of your plan. Creditors cannot resume collection activity on these debts.

Unique debts contained in your plan that **cannot** be discharged include student loans, child support obligations, fines created as a result of your causing injury while under the influence of drugs or alcohol. You will be responsible for any balances due on debts of these types after the completion of your plan. Consult with your attorney if you have a specific question about a particular debt.

WHAT ABOUT DEBTS PAID IN FULL AFTER COMPLETION OF THE PLAN?

When a creditor has been paid in full through the plan, the creditor may, upon your request, send the “paid in full” papers to you. Court records will officially show your plan was paid in full according to its terms and will overrule any claim the creditor might make for additional money from you. Should you receive a request for additional money after your plan completes, review the matter with your attorney.

FUTURE CREDIT RATING

Your credit rating during and after completion of Chapter 13 will be, as it is now and was in the past, the personal opinion of any credit grantor who looks at your record. It is a record of your past credit performance. This record is made available to a credit grantor, who uses its own standard in deciding whether or not to grant credit to you. If you successfully complete your Chapter 13 bankruptcy and receive a discharge, the fact that you filed will be reflected on your credit report for seven (7) years from the filing date of the petition. If your case is dismissed or converted to another chapter of bankruptcy, it will remain on your credit report for ten (10) years.

Please keep this document for future reference. If you have any questions, please ask your attorney first. If you are for any reason unable to get your non-legal questions answered by your attorney, please call the Trustee’s staff during business hours.

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GLOSSARY

341 Meeting- Also called a Meeting of Creditors. This is an audio recorded meeting between the debtor, the Trustee, the debtor's attorney, and creditors at which the debtor is questioned under oath about the debtor's assets, liabilities, income, expenses, and the debtor's proposed repayment plan. Debtors are required by law to attend. They must provide a picture I.D. and social security number, usually a driver's license, before the hearing can take place. They may also be required to bring certain other information or documents. If so, they will be advised by their attorney.

Adversary Proceeding- A separate lawsuit filed in the bankruptcy court concerning a dispute which arises in or is related to the bankruptcy case and involves opposing parties. A debtor who is served with an adversary complaint should immediately contact his or her attorney. A written answer (a legal document) must be filed promptly and served on the parties to the adversary proceeding to avoid a default judgment.

Appeal- A request to a higher court to review a decision of the bankruptcy court. A notice of appeal (a legal document) must be filed shortly after entry of a final order or judgment.

Assets- Real or personal property such as land, houses, vehicles, furniture, clothes, bank accounts, retirement accounts, tax refunds, claims against others, etc.

Automatic Stay- An automatic court order requiring the halt of all collection activity on pre-bankruptcy debts. The automatic stay goes into effect upon the filing of the case.

Bankruptcy Estate- In Chapter 13, all assets belonging to the debtor at the time the bankruptcy petition is filed along with income the debtor earns after filing the petition. (A spouse's income or property may be part of the bankruptcy estate, and some property, such as inheritances, divorce settlements and life insurance due within 180 days of the petition date may also be part of the bankruptcy estate.)

Bar Date- Deadline for an unsecured creditor to timely file a claim for payment from the bankruptcy estate. It is 90 days after the first date set for the meeting of creditors. Governmental units (such as the IRS) have 180 days from the petition date to file a claim. The debtor has 30 days longer to file a claim for a creditor that has not filed a claim.

Base Plan- A Chapter 13 Plan in which the payments to unsecured creditors are less than 100% of the amounts owed.

Chapter 7- This chapter of the Bankruptcy Code permits debtors to request a discharge for a surrender of or sale of all debtors' non-exempt assets. A trustee is appointed to collect and sell all the debtors' non-exempt assets and distribute the net proceeds to creditors. The Chapter 7 discharge is more limited than the Chapter 13 discharge.

Chapter 11- This chapter permits a business or corporate debtor to reorganize and restructure their debts. This chapter may be used by an individual debtor.

Chapter 12- This chapter may be used by family farmers to reorganize and restructure their debts.

Chapter 13- Chapter 13 allows an individual debtor (and spouse) to propose a plan to pay creditors. Unless it proposes to pay 100% to all creditors, a plan must last at least 36 months and may be no longer than five years. The percentage of payback may range from 0% to 100%. An individual is not eligible to file a Chapter 13 case if he/she has unsecured debts of more than \$336,900.00 or secured debts of more than \$1,010,650.00. (These limits became effective on April 1, 2007.)

Co-Debtor- An individual who signs a note or contract with a debtor or guarantees a debtor's debt.

Co-Debtor Stay- This is an Automatic Stay which protects persons who did not file bankruptcy but who are liable on the same consumer debt along with the debtor. Joint cardholders or co-signers of a debt are protected by the co-debtor stay, but only to the extent the debtor's plan proposes to repay the debt, including interest at the contracted rate. In order to protect the co-debtor, the co-signed debt must be paid in full at the contract rate of interest. This co-debtor protection is available only in Chapter 13 cases.

Collateral- Property pledged as security for the payment of a debt.

Confirmation- The official act of the bankruptcy court approving a Chapter 13 payment plan.

Co-Signed Debt- Debt for which more than one person is legally responsible.

Conversion- Changing a bankruptcy case from one chapter to another.

Court- The United States Bankruptcy Court in which a case is pending. Sometimes the bankruptcy judge is called "the court."

Cram Down- Also known as "lien stripping." It is the process by which a creditor's secured claim is split into a secured and an unsecured amount with the secured portion equal to the value of the collateral and the unsecured portion being the balance of the claim. The creditor ends up with two separate claims that may be treated differently under the plan.

Credit Grantor- One who gives a loan or line of credit; also referred to as the creditor.

Cure Defaults- Bring bills that were past due current and up to date during the term of the plan.

Debt- Money that is owed to another.

Debtor- A person or entity who owes a debt. A person or entity who files a bankruptcy case.

Default- Not doing precisely all that is agreed to within a given time, such as not making a plan or house payment.

Delinquent- Overdue, not paid on the agreed due date.

Deposition- The recorded testimony of a witness under oath taken some place other than the courtroom. A similar procedure is known as a "2004 Examination."

Discharge- Discharge of debts is one of a debtor's goals in a bankruptcy filing. All of the debtor(s)' dischargeable debts become legally non-collectible by any creditors, unless a specific debt is a non-dischargeable debt or is determined to be non-dischargeable by the court, upon entry of a court order called the discharge. A discharge order operates as a permanent court order prohibiting the collection of any dischargeable pre-petition debt.

Discovery- The legal process by which one party gives needed information or documents to another party prior to a trial or hearing through interrogatories, requests for the production of documents, requests for admissions, and/or depositions.

Dismissal- An order ending the bankruptcy case before successful completion and discharge. This order allows creditors to restart legal actions for collecting the debt involved in the bankruptcy. A case may be dismissed voluntarily by a debtor or by the court. It may also be dismissed on motion of the Trustee or a creditor, for good reasons, such as failure to timely pay Chapter 13 plan payments, attend the 341 meeting, or file complete information with the court.

Disposable Income- Money the debtor has available that is not required for reasonable living expenses of the debtor or dependents of the debtor.

Escrow- An account held in trust or as security.

Estate- All that a person owns, including both inheritable and movable (property that can be moved or displaced, such as personal property) property.

Exemptions- Certain property belonging to a debtor not counted as part of the bankruptcy estate. Under the Bankruptcy Code, the debtor is allowed to keep certain property in order to have a "fresh start." Each state is allowed to create its own exemptions. In some states, the debtor may have the option to choose which exemptions will be followed, either the exemptions designated by the state in which the debtor resides or the federal exemptions set forth in the Bankruptcy Code. An exemption usually does not affect an agreed to lien. So, even though a debtor's house or car may be exempt, unless the lien is legally voided by the court, the debtor still must pay any debt secured by such lien in order to keep the property.

Fair Market Value- The price at which a seller is ready and willing to sell and a buyer is ready and willing to buy on the open market and in a transaction where the parties are not related or not on close terms and have roughly equal bargaining power.

Feasibility- Likelihood that all payments due under a debtor's Chapter 13 plan will be paid. It is a requirement for court approval (confirmation) of a plan.

Foreclosure- Takes away the debtor's ownership rights in pledged or mortgaged property through legal action which produces money to pay on the debt secured by the mortgage.

Fraud- A false statement of an important fact intentionally made by a debtor to a creditor who justifiably relies on the statement and is harmed as a result.

Guarantor- Person who promises to repay a debt made by another.

Insolvency- The inability of the debtor to pay current bills as they become due or when a debtor's liabilities exceed the value of the debtor's assets.

Interrogatories- Written questions that must by law be answered in writing under oath. The answers can be used as evidence later in court. A fine may be charged by a court for willfully refusing to answer timely.

Joint Bankruptcy- A single bankruptcy case filed by a married couple.

Jurisdiction- Geographical region where a court is located. Also refers to power of the court to issue legally binding orders.

Liability- A debt.

Lien- A creditor's right to property of a debtor. i.e. Mortgage or security interest.

Liquidation- Selling assets for cash to use to pay creditors.

Luxuries- Items of property that provide pleasure or comfort but are not reasonably necessary to support a debtor and a debtor's dependents.

Matrix- List of names and addresses of each creditor arranged in a particular order on a page.

Meeting of Creditors- See 341 Meeting

Modification of a Plan- Changes to a plan filed in a Chapter 13 bankruptcy. Once a plan is confirmed the plan may only be modified with the court's approval after notice to affected parties.

Motion- A formal request to a court for an order to allow or require a specific action.

Necessities- Items of property or services that are required for living a normal life without being excessive. For example, food, clothing, shelter, etc.

Non-dischargeable debt- Certain debts not covered by the debtor's discharge, including IRS debt, alimony, student loans, criminal fines and restitution, and debts for any drunk driving violations. If a debt is non-dischargeable, legal collection activity can resume regarding the debt after the case is over.

Objection to Claim- A pleading (a legal document) filed by the debtor, debtor's attorney or trustee that disagrees that the debt is owed or that the amount claimed is correct.

Offset- Crediting a debt owed by party "A" to party "B" against a debt owed by party "B" to party "A." An example is when the IRS keeps all or part of a debtor's tax refund to pay certain taxes owed by the debtor to the IRS.

Order- A formal ruling by a judge allowing or requiring a specific action or deciding a disputed matter.

Periodic- Occurring at regular times, usually monthly, quarterly, semi-annually or annually.

Perjury- Lying under oath. Perjury can be a false oath orally, such as during the meeting of creditors, or in writing in the schedules.

Petition- The two-page document filed with the bankruptcy court used to begin a bankruptcy case. Other documents (such as schedules of assets, liabilities, income and expenses, statement of financial affairs, statement of intention, etc.) are often attached or must be filed in the bankruptcy court within 15 days, or some other time as permitted by a court order.

Petition Date- The date the bankruptcy petition is filed with the bankruptcy court clerk.

Post-Petition- Any event occurring after the petition date.

Post-Petition Debts- Any debt created after the filing of the petition in the bankruptcy court. Post-petition debts may not be dischargeable or protected by the automatic stay.

Pre-Petition Debts- Any debt which exists at the time of filing your bankruptcy petition.

Preference- A pre-petition payment to a creditor which allows the creditor to receive a greater percentage of their debt than that received by similar creditors. The trustee may require the creditor to give back certain preferential payments, so that the money can be divided equally among all similar creditors.

Presiding Officer- The trustee or a representative of the trustee who conducts the 341 meeting.

Priority Debts- Unsecured debts that must be paid in full under a Chapter 13 plan. Such debts include trustee fees, debtor(s)' attorney fees, certain income taxes, and alimony and child support.

Pro Per or Pro Se- A debtor filing bankruptcy without being represented by an attorney.

Property- See Assets.

Pro Rata Basis- Divided proportionally.

Proof of Claim- A form used by creditors to file a claim in order to receive payment from the bankruptcy estate. The debtor or trustee may file a proof of claim for a creditor who does not do so.

Relief from Stay- In certain situations, a creditor may obtain an order for relief from the Automatic Stay to allow it to enforce its claims, pursue collections against a debtor, or conduct any other activity that would otherwise violate the Automatic Stay. When an order for relief is granted by the court (sometimes called "lifting" the stay), the Automatic Stay protection is canceled as to the particular debt involved.

Restitution- An obligation to pay a debt usually ordered by a criminal court and usually payable to the crime victim, resulting from a criminal conviction or plea bargain.

Sanction- A penalty, usually a money fine, against a party or their attorney for violating a bankruptcy court order.

Schedules- Written information given by the debtor and filed with the bankruptcy court on the day of filing of the bankruptcy petition or within 15 days thereafter. These forms provide financial information about the debtor and must be completed under oath. These schedules include a list of assets and liabilities, a schedule of income and expenses, and a statement of financial affairs.

Secured Creditor- A creditor who has a lien on property.

Sole Proprietorship- A business owned by an individual that is not a corporation or a partnership.

Solvency- The ability to pay all debts and just claims as they come due. Simply stated, debtor's assets are more than his liabilities. When a debtor's Chapter 13 case is deemed solvent, debtor is required to pay all his creditors a 100% dividend with interest.

Special Class- An unsecured claim or claims which the law allows to be treated differently than other unsecured claims, for example, some co-signed debts.

Stay- See Automatic Stay

Substantial Abuse- The court may dismiss a Chapter 7 bankruptcy case on the motion of a U.S. Trustee or a U.S. Bankruptcy Administrator if the debts are mostly consumer debts and if the court believes that the Chapter 7 petition represents an improper use of the Bankruptcy Code. (See Section 707(b) of the Bankruptcy Code.) A factor considered is the debtor's ability to repay a significant portion of their debts in a Chapter 13 case.

Subpoena- A formal document, usually issued by a court, requiring specific action, such as an appearance at a particular time and date. Failure to obey a subpoena may result in a fine or other punishment for contempt of court.

Summons- An order to file a written answer (a legal document) to a lawsuit or adversary proceeding within a specified time.

Trustee (Chapter 7) - A person appointed to take charge of the non-exempt assets of a debtor and sell them to pay creditors.

Trustee (Chapter 13)- A person appointed to collect payments from the debtor or debtor's employer and pay them to creditors during a three (3) to five (5) year period pursuant to a court approved (confirmed) plan.

U.S. Trustee- A governmental entity that monitors the administration of bankruptcy cases in certain states.

Unsecured Creditor- A creditor whose debt is not secured by property or collateral. This would include credit card debts.

FORMS

Alice Whitten, Standing Chapter 13 Trustee
6100 Western Place Dr., Ste. 1050
Fort Worth, TX 76107

Phone: 817-916-4710
Fax: 817-916-4755

WAGE DIRECTIVE INFORMATION FORM

Per the Mandatory Wage Directive provision of the Amended Standing Order Concerning All Chapter 13 Cases, General Order 2010-01 signed 08/13/2010, unless the Court orders otherwise, you are required to have your Chapter 13 plan payment deducted from your payroll check.

To implement the payroll deduction, **you must complete this form and return it to the Trustee's office** on or before that date of your first scheduled creditors' meeting. If the case is a joint filing, you may choose to have the payroll deductions taken from one or both debtors' paychecks. The Trustee's Office will then send a Wage Directive to your employer instructing them to deduct your Chapter 13 payments from your pay. The payroll deductions continue until termination of your employment or notice from the Trustee to your employer to stop the deductions. **YOU MUST CONTINUE TO SEND THE PAYMENTS WITH CERTIFIED FUNDS TO THE CHAPTER 13 TRUSTEE UNTIL YOUR EMPLOYER BEGINS THE DEDUCTIONS FROM YOUR PAYCHECK, OR IN THE EVENT YOU CHANGE EMPLOYERS, OR IN THE EVENT YOUR EMPLOYER STOPS MAKING DEDUCTIONS FOR ANY REASON.**

*****YOU MUST ATTACH A COPY OF THE MOST RECENT PAYSTUB WITH EMPLOYER INFORMATION FOR EACH DEBTOR*****

Chapter 13 Case Number: _____ **Plan Payment Amount :** _____

Information for Debtor #1

Debtor #1 Name _____		Social Security No _____	
Debtor Phone Numbers: Home _____		Business _____	Cell _____
Employer Name _____			
(Employer Mailing address & Street Address) _____		(City) _____	(State) _____ (Zip Code) _____
Employer Contact Name _____		*Portion of the Plan Payment to be paid by Debtor #1 _____	
Employer Phone No. _____		Employer Fax No. _____	
Payroll cycle (circle one): Weekly Bi-Weekly Semi-Monthly Monthly			
Debtor #1 Signature _____		Date _____	

Information for Debtor #2 (if applicable)

Debtor #2 Name _____		Social Security No _____	
Debtor Phone Numbers: Home _____		Business _____	Cell _____
Employer Name _____			
(Employer Mailing address & Street Address) _____		(City) _____	(State) _____ (Zip Code) _____
Employer Contact Name _____		*Portion of the Plan Payment to be paid by Debtor #2 _____	
Employer Phone No. _____		Employer Fax No. _____	
Payroll cycle (circle one): Weekly Bi-Weekly Semi-Monthly Monthly			
Debtor #2 Signature _____		Date _____	

***NOTE: Your employer will divide your monthly payments in accordance with your payroll cycle. For example, if your monthly payment is \$500 and you are paid bi-weekly, \$230.77 will be deducted from each paycheck.**

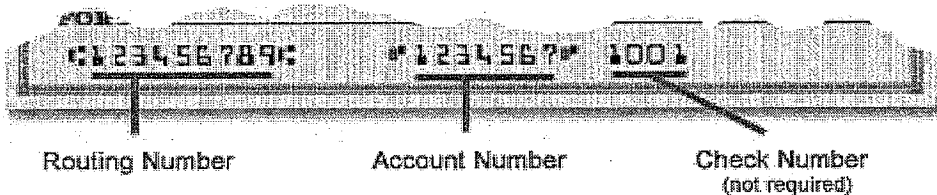
AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS (ACH)

I (we) hereby authorize ALICE WHITTEN, STANDING CHAPTER 13 TRUSTEE, hereinafter called TRUSTEE, to initiate monthly debit entries in the amount of the Chapter 13 Plan, Amended Plan or Modified Plan and, if necessary, to initiate credit and debit adjustment entries for any entries in error to my (our) account indicated at the depository named below, hereinafter called DEPOSITORY.

Beginning Date (month/year) _____ / _____

Date of Monthly Debit [select one] 7th _____ OR 23rd _____

Bank/Credit Union Name _____



Routing Number _____ Account Number _____

Type of Account [select one]: Checking _____ OR Savings _____

Account Holder's Name(s):
(Please print)

_____ Social Security Number _____

_____ Social Security Number _____

This authority is to remain in full force and in effect until the TRUSTEE has received written notification from me (us) of its termination in such time and in such a manner as to afford the TRUSTEE and DEPOSITORY a reasonable opportunity to act on it, or until my/our Chapter 13 case is converted, dismissed, or completed.

Signed _____ Date _____

Signed _____ Date _____

CHAPTER 13 CASE NUMBER: _____

Phone Number _____ Cell / Home / Work [circle one]

ATTACH A BLANK **VOIDED** CHECK FOR A CHECKING ACCOUNT **OR** A BLANK **VOIDED** DEPOSIT SLIP FOR A SAVINGS ACCOUNT.

THIS INFORMATION CANNOT BE FAXED OR EMAILED. ORIGINALS OF BOTH THIS FORM AND THE VOIDED CHECK/DEPOSIT SLIP MUST BE SUBMITTED.

Mail to: ALICE WHITTEN, STANDING CHAPTER 13 TRUSTEE
6100 WESTERN PLACE, SUITE 1050
FORT WORTH, TX 76107

DEBTOR ADDRESS CHANGE FORM

Case #: _____

Debtor Full Name: _____

Co-Debtor Full Name (if applicable): _____

Is this new address information for BOTH Debtors? Yes _____ No _____

If not, who is this information for? _____

Old Address: _____

(Street or P.O. Box)

(City) (State) (Zip Code)

(Telephone Number)

New Address: _____

(Street or P.O. Box)

(City) (State) (Zip Code)

(Home Telephone Number)

(Mobile Telephone Number)

Debtor's Signature

Date
