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Attorneys at Law

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1934-2018

Please provide the following information and answer the questions below. Please note: information you provide here is protected as confidential information.

Name: _____
Last First Middle Initial

Spouse's Name: _____
Last First Middle Initial

Address: _____
(Street and Number)

(City) (State) (Zip)

Birth Date: ____/____/____ Age: ____ Social Security Number: _____

Spouse's Birth Date: ____/____/____ Age: ____ Social Security Number: _____

Marital Status: _____

Please list any children/age/gender : _____

Home Phone: (____) _____

May we leave a message? ____ Yes ____ No

Cell Phone: (____) _____

May we leave a message? ____ Yes ____ No

Email: _____ May we email you? ____ Yes ____ No

Please take a moment to let us know how you heard about us:

____ Radio ____ Client Referral ____ Yellow Pages ____ Attorney Referral ____ Website

____ Internet Search ____ Other Please Describe: _____

ph: (859) 236-4214 OR (859) 236-8888 fax: (859) 236-6636
www.danvillekyattorney.com • danvillekyattorney@gmail.com



1st Pre-Filing Course

Instructions on Signing up for the CC Advising Credit Counseling Course

1-855-980-6690 | support@ccadvising.com | ccadvising.com

Helpful Tip: Take the course on a laptop or desktop computer. If you take the course on a tablet, smartphone, or other mobile device it will cost more. The extra fees allow us to support a wide variety of different devices, and mobile users will complete the final chat by telephone instead of online chat.

STEP 1



Type **ccadvising.com** into your web browser's address bar and press the Enter key.

STEP 2



Click on **"Sign Up"** or **"I NEED an account"** to register an account.

STEP 3



Fill out the registration page carefully. Enter in all requested information, being careful to make sure you have filled out all of the required fields. Do not forget to read and agree to the terms and conditions. If you need any help, please do not hesitate to contact us.

Helpful Tip: Keep in mind, the attorney code is not required. If your attorney did not give you a code, you do not need to fill one in.

STEP 4



After you have registered and payment has been submitted, you will have full access to the course. Keep in mind, all of the information requested only requires estimates. The information you provide does not have to be exact. After you have completed the various portions of the course, the final portion is a live chat with a counselor (if you are taking the mobile version of our course, the final chat is a telephone call with one of our counselors). The course is not complete until the final chat has been completed.

STEP 5



After you have completed the final chat with a counselor, your certificate will be issued, sent to your attorney, and available to you by logging back into your account.

If you have any questions, feel free to contact us!

CHAPTER 13 BANKRUPTCY FEE AGREEMENT-Eastern District

1. The undersigned, _____ (the “Client”), hereby retains and employs Brian D. Bailey, Attorney at Law (the “Attorney”), to represent them in a case to be initiated under Chapter 13 of the Bankruptcy Code.
2. The legal services to be rendered are as follows:
 - a. all services rendered up to and including confirmation of a plan as set forth in the Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys;
 - b. Services rendered in post-confirmation matters referenced in the Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys; and
 - c. Representation in any two (2) post-confirmation matters from the following list:
 - i. Responding to a motion to dismiss the case for failure to make plan payments, including a motion to modify;
 - ii. Responding to a motion for relief from stay;
 - iii. Filing a motion to modify the plan (including a motion to suspend plan payments);
 - iv. Addressing a trustee’s motion to modify the plan;
 - v. Filing an application to incur debt; or
 - vi. Filing a motion to sell property.
 - d. All expenses incurred in connection with the above, excluding filing fees and reimbursement of actual costs for required prepetition credit counseling.
 - e. The presumptively reasonable fee does not include:
 - i. Defense of any adversary proceeding;
 - ii. Representation in any unanticipated litigation or contested proceeding(s) arising from the debtor’s failure to provide complete and accurate information to the attorney; or
 - iii. Representation in any matter not otherwise addressed in the Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys.
3. Any additional work in addition to paragraphs 2(a) thru 2(e) must be expressly agreed to in writing and will require an additional attorney fee paid in advance of any work performed on the Client’s behalf. There may also be additional costs associated with any additional work performed under this section.

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4. Amendments to the Debtor's petition after filing require a minimum \$100.00 amendment fee not including any additional costs. Any secured creditor(s) inadvertently omitted from Debtor's initial petition filing, by no fault other than Debtor's omission, understand that the secured claim(s) could be disallowed and not dischargeable at the conclusion of their bankruptcy, even if a post-petition amendment to include the debt is filed by the Attorney.
5. In consideration of the legal services to be rendered to the Client by the Attorney the Client agrees to pay to the Attorney \$3,500.00 as follows:
 - a. **Option 1:** \$_____ due upon the execution of this agreement. (____Initials)
 - b. **Option 2:** \$3,500.00 paid through the plan. (____Initials)
 - c. If the Client's case is dismissed or if the Client chooses not to pursue the filing after work has been performed on behalf of the Client or if the case is terminated for any reason before the attorney fee is paid in full, the Client agrees to pay the remaining balance within 30 days of the date of dismissal. In the event the Client breaches this contract, the Client agrees to pay the Attorney his reasonable costs and fees incurred to enforce this agreement.
 - d. **Any fee paid to the Attorney is NON-REFUNDABLE.**
6. The Client understands that a filing fee of \$310.00 must be paid before the case is filed. This filing fee is in addition to the Attorney's fee and is required by the Bankruptcy Court.
 - a. The filing fee may be paid in installments; however, application must be made with the Court and the Court must approve any installment payments. The Attorney does not guarantee that the Court will approve installment payments. If installment payments are approved by the Court the client understands that any missed payments will result in a dismissal of his or her case. The first installment payment is due at the time of the filing. **THE FILING FEE IS IN ADDITION TO THE FEE THAT IS PAID TO THE ATTORNEY IN PARAGRAPH 5. THE ATTORNEY IS NOT RESPONSIBLE FOR ANY FILING FEE.** The full filing fee or the first installment payment must be paid before the petition will be filed. Attorney has no obligation to file the petition if the Client does not pay the filing fee in full or pay the first installment payment.
7. The Client understands that the bankruptcy code requires the completion of two debtor education classes, the first of which must be completed before the petition is filed. **It is the**

CHAPTER 13 BANKRUPTCY FEE AGREEMENT-Eastern District

Client's Responsibility to complete these classes and pay any fees associated with these classes.

8. The Attorney has discussed with the Client restrictions on compensation set out in the bankruptcy code and understands that representation which occurs after the commencement of the bankruptcy case may not by law be included in or charged against the monies paid to the Attorney prior to the petition, and that such services described above and subject to this agreement which occur after the petition will be billed separately at the rate of \$250 per hour. Post-petition charges for legal services may be paid only for monies which are not property of the bankruptcy estate and which are earned by the Client after the date on which the bankruptcy petition is filed.
9. It is understood and agreed by the Client that he or she has not retained or employed the Attorney to represent him or her in any adversary proceeding, contested matter or lawsuit which may be presently pending, or which may be commenced after the date of this agreement. Should the Client request representation in any adversary proceeding, contested matter or lawsuit, he or she understands that any such legal services will be in addition to those described above and will be billed to him or her at the rate of \$250 per hour. A new fee agreement must be executed before the Attorney is obligated to perform any work under this section.
10. The Client understands that the representation described in this agreement does not in any way guarantee or represent that a discharge in bankruptcy will be obtained, or that all debts from which discharge can be sought will be included in any such discharge.
11. The Client understands that the Attorney cannot stop a garnishment until the bankruptcy petition is filed. The Client agrees that the Attorney has not promised to stop any garnishment or compel the return of any garnished proceeds. Garnishments that occur prior to the filing of the bankruptcy petition may be exempted under the bankruptcy code. The attorney will claim garnished funds as exempt property on the Client's petition if appropriate.
12. The Client agrees that the Attorney has not promised to file the Client's petition on any particular day or time. There are many factors which control the filing of the petition including the receipt of documents from the client. A list of the required documents will be provided to the client and it is the **CLIENTS RESPONSIBILITY TO DELIVER**

CHAPTER 13 BANKRUPTCY FEE AGREEMENT-Eastern District

THEM TO THE ATTORNEY IN A TIMELY MANNER. The Attorney is not obligated to file the Client's petition unless all documents requested by the Attorney are received. The Attorney agrees to file the Client's petition in a reasonably timely manner once all documents requested are received. From time to time the Trustee will ask for additional documents. The client is responsible for providing said documents to the Attorney within the time frame required by the court. If the client fails to provide the documents within the time frame requested the Client's case may be dismissed.

13. The Client agrees to be truthful in dealing with Attorney and understands that all of the Client's property as well as all of the Client's debts must be listed on the petition regardless of its exempt status. The Attorney is not responsible for any deception by the client.
14. This is the parties' entire agreement. Any modification must be expressed in writing, signed by both parties and attached hereto.
15. The Attorney reserves the right to withdraw from representation should the Client breach any term of this agreement.

Signed and agreed to on this ____ day of _____, 2019.

Debtor

Co-Debtor

HON. BRIAN D. BAILEY

**United States Bankruptcy Court
for the Eastern District of Kentucky**

**Rights and Responsibilities
of Chapter 13 Debtors and Their Attorneys**

It is important for debtors who file a bankruptcy case under chapter 13 to understand their rights and responsibilities. It is also important that the debtors know what their attorneys' responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Debtors should know that they may expect certain services to be performed by their attorney, and they should understand that the attorney may charge for those services.

It is also important that attorneys understand what is expected of them if they represent debtors in chapter 13 cases in the Eastern District of Kentucky. An attorney representing a debtor in a chapter 13 case is expected to provide competent representation, which requires the knowledge of chapter 13 law and practice, skill, thoroughness and preparation reasonably necessary for the representation.

In order to assure that debtors and their attorneys understand their rights and responsibilities in the bankruptcy process, the following guidelines provided by the Court are hereby agreed to by the debtors and their attorneys. Unless the Court orders otherwise:

THE DEBTOR AGREES TO –

- 1) Discuss with the attorney the debtor's objectives in filing the case, and inform the attorney of any imminent deadlines.
- 2) Provide complete, truthful, and accurate information at all times.
- 3) Timely provide the attorney with all documents requested by the attorney.
- 4) Promptly respond to all communications from the attorney.
- 5) Cooperate with the attorney in preparing all required bankruptcy papers and documents, thoroughly reviewing drafts of documents, and promptly advising the attorney of corrections or additions needed.
- 6) Understand that the trustee might disagree with the attorney, or that the Court might make a ruling adverse to the debtor, and that the attorney cannot guarantee the outcome of the bankruptcy proceedings.
- 7) Comply with all orders of the Bankruptcy Court.
- 8) Make plan payments as required; turn over tax refunds, bonuses, or other lump sum payments if required by the plan or Court order.
- 9) If the plan calls for payments to be made by the debtor directly to any creditor, make all payments in a timely manner.
- 10) Keep records of all plan payments made and all mortgage payments made while in chapter 13.
- 11) Attend the 341 meeting of creditors with proof of social security number and a photo ID.
- 12) File all tax returns; pay postpetition taxes that come due.
- 13) Keep the attorney and the trustee informed of the debtor's address and telephone number.
- 14) Inform the attorney of any wage garnishments, repossessions, or collection efforts which occur or continue after the filing of the case.
- 15) Contact the attorney promptly if at any time during the case the debtor:

- a. receives lottery winnings, an inheritance, lawsuit settlements or awards, or other unanticipated money;
 - b. files a lawsuit or consults with another attorney about filing a lawsuit, or is considering a settlement in lieu of filing a lawsuit;
 - c. loses his/her job or has other significant financial problems;
 - d. has questions about or does not understand a matter related to the case;
 - e. wants to sell any property; or
 - f. wants to borrow money, incur debt, or refinance a loan.
- 16) Complete the required instructional course in personal financial management.
- 17) If the debtor has a domestic support obligation, contact the attorney when plan payments have been completed and inform the attorney whether all DSO payments have been made.

THE ATTORNEY AGREES TO –

- 1) Meet with the debtor to review the debtor's debts, assets, income and expenses.
- 2) Counsel the debtor regarding the option of filing either a chapter 7 or chapter 13 case, discuss both procedures with the debtor, and answer the debtor's questions.
- 3) Ascertain that the debtor is eligible to file a bankruptcy petition under chapter 13.
- 4) Advise the debtor of the requirements to obtain prepetition credit counseling and a postpetition financial management course from approved providers.
- 5) Obtain from the debtor and review the debtor's deeds, mortgages, tax returns, paystubs, car titles, and other appropriate documentation. If the petition is filed before the documents are received and reviewed, advise the debtor of the potential risks of doing so.
- 6) Timely prepare the debtor's petition, statements, schedules, plan, and related documents. Verify that the information contained therein is consistent with the documentation provided by the debtors.
- 7) Take reasonable steps to verify that all creditors are scheduled and are given appropriate notice.
- 8) Review the completed bankruptcy petition, statements, schedules, and all related documents with the debtor; make necessary changes and additions; obtain the debtor's signature; promptly file the petition/statements/schedules.
- 9) Explain what payments will be made directly by the debtor and what payments will be made through the debtor's chapter 13 plan, with particular attention to mortgages, vehicle loan payments, and student loans.
- 10) Explain to the debtor how, when and where to make chapter 13 plan payments; inform the debtor when the plan payment amount changes.
- 11) Advise the debtor of the necessity of maintaining insurance on collateral.
- 12) Advise the debtor not to sell any property without prior Court approval, or give away any money or property. Advise the debtor not to borrow money, incur debt, or refinance any loans without prior Court approval.
- 13) Advise the debtor of the necessity of filing all tax returns and of paying all postpetition taxes.
- 14) Explain to the debtor which debts will not be dischargeable upon completion of the plan, with particular attention to student loans. If the debtor is not entitled to a discharge, explain the consequences.
- 15) Advise the debtor of the requirement to attend the 341 meeting of creditors, and instruct the debtor as to the date, time and place of the meeting and the necessity of bringing a photo ID and acceptable proof of SSN to the meeting.
- 16) Attend the 341 meeting and any court hearings, either personally or through another attorney.

- 17) If an attorney not employed by debtor's attorney's law firm will be attending the 341 meeting or any court hearing, provide to that attorney sufficient information to allow for proper representation.
- 18) Serve the chapter 13 plan and any amended plan on all creditors and other parties on a timely basis.
- 19) Timely address objections to plan confirmation including the Trustee's Report and Recommendation as to Confirmation, and where necessary, prepare, file, and serve responses or amended plans.
- 20) Where appropriate, prepare, file and serve necessary amended statements and schedules, in accordance with information provided by the debtor.
- 21) Timely review secured and priority claims; timely file amended plans to address claims if necessary; where appropriate, timely file and serve objections to improper or invalid claims. With respect to claims secured by a debtor's residence, timely review Notices of Payment Changes, Notices of Postpetition Fees, Notices of Final Cure Payment, and Responses to Notices of Final Cure Payment; if necessary, take appropriate action.
- 22) Timely file proofs of claims on behalf of creditors if necessary for the protection or benefit of the debtor.
- 23) Upon information received from the debtor, contact creditors who continue to communicate with the debtor after filing, and if necessary, file appropriate pleadings.
- 24) Prepare, file and serve appropriate pleadings necessary to accomplish the goals of the chapter 13 case, including but not limited to:
 - a. motions to extend the automatic stay;
 - b. motions for turnover of repossessed property necessary to an effective reorganization;
 - c. motions to avoid liens on real or personal property;
 - d. motions to deem mortgage current or notices of final cure payment;
 - e. affidavit that debtor is current on post-confirmation DSO payments; and
 - f. financial management certificate.
- 25) Take appropriate action to address a trustee's motion to dismiss for lack of feasibility of the plan.
- 26) Monitor all pleadings filed in the case.
- 27) Communicate with the debtor to discuss pending issues or matters in the case.
- 28) Comply with local and federal rules, and all Court orders.

THE ATTORNEY'S COMPENSATION:

The attorney may accept, in lieu of filing a fee application, a presumptively reasonable fee in an amount up to and including \$3,500, provided the plan is confirmed. This fee includes:

- all services rendered up to and including confirmation of a plan;
- services rendered in post-confirmation matters referenced above; and
- representation in two (2) post-confirmation matters from the following list:
 - Responding to a motion to dismiss the case for failure to make plan payments;
 - Responding to a motion for relief from stay;
 - Filing a motion to modify the plan to address a delinquency (including a motion to suspend plan payments);
 - Addressing a trustee's motion to modify the plan;
 - Filing an application to incur debt; or

– Filing a motion to sell property.

- all expenses incurred in connection with the above, excluding filing fees and reimbursement of actual costs for required prepetition credit counseling.

The presumptively reasonable fee does not include:

- Defense of any adversary proceeding;
- Representation in any unanticipated litigation or contested proceedings arising from the debtor's failure to provide complete and accurate information to the attorney;
- Representation in any matter not otherwise addressed herein.

The attorney's representation of the debtor continues through the time the debtor receives a discharge, the case is dismissed, the case is converted, or the court approves the attorney's withdrawal from representation (whether based on a request of the attorney or of the debtor). Therefore, the debtor's attorney is expected to provide, in addition to the services described herein, such other legal services as are necessary for the administration of the chapter 13 case. However, the attorney may seek additional compensation for such services.

Any compensation sought in excess of the presumptively reasonable fee of \$3,500 must be requested by filing an application for compensation pursuant to the applicable Federal Rules of Bankruptcy Procedure and applicable Local Rules.

DEBTOR

DEBTOR

ATTORNEY FOR DEBTOR

DATED: _____

CHAPTER 13 DOCUMENT CHECKLIST

1. Copies of the past two (2) years both Federal and State Tax Returns _____
2. Certified Copy of Deed(s) to all real property you have an ownership interest
(These can be obtained at the County Clerk's office in the county the property is located) _____
3. Certified Copy of Mortgage(s) _____
4. Property Tax notices or PVA statement on all real property _____
5. Six (6) months bank statements on all financial accounts in your name _____
6. Titles to all motor vehicles, boats, trailers, ATV, etc. in your name
(Duplicates can be obtained in the County Clerk's office if lost or misplaced) _____
7. Contract for any and all life insurance policies _____
8. Current statement from retirement/IRA account(s) _____
9. Last six months of paystubs from all employment/income sources
(If self-employed please provide six months of profit/loss information) _____
10. Loan agreements to all personal loans _____
11. Order of Wage Garnishment or bank seizure (if applicable) _____
12. Completed Credit Counseling Course _____

Section 6 - Current Expenses (Schedule J)

1. Is this a Joint Filing with your Spouse?

☐ No ☐ Yes

2. Please list all dependents of you and your spouse with their age and relationship to you (if applicable).

Relationship	Age	Who does the dependent live with?
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you and your spouse live separately and maintain separate households? ☐ No ☐ Yes. If **yes**, please let your attorney know and they will have to provide you with an additional copy of this section to detail the expenses for the completely separate household.

The following questions ask for your expenses each month. If you are unsure of the amount you pay each month, but know the amount for a different period (per week, per day, every 2 months, etc.), write in the amount and the frequency that you pay the amount.

3. Do your expenses include another person's expenses other than yourself and your dependents?

☐ No ☐ Yes

Indicate how much you pay for each item each month:

4. Primary Rent or Home Mortgage: \$ _____
 Does that amount include real estate taxes?
☐ No ☐ Yes
 If **yes**, how much do you pay? \$ _____
 Does that amount include property, homeowner's, or renter's insurance?
☐ No ☐ Yes
 If **yes**, how much do you pay? \$ _____
 Does that amount include any Home maintenance, repair, or upkeep expenses?
☐ No ☐ Yes
 If **yes**, how much do you pay? \$ _____
 Does that amount include any Homeowner's association or condominium dues?
☐ No ☐ Yes
 If **yes**, how much do you pay? \$ _____
5. Are there Additional Mortgage payments? \$ _____
☐ No ☐ Yes
 If **yes**, how much do you pay? _____
6. Utilities:
 a. Electricity and heating fuel: \$ _____
 b. Water and sewer: \$ _____
 c. Telephone service/long distance: \$ _____
 d. Do you have any other utility bills? If **yes**, describe and enter monthly amount below:
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
7. Food and housekeeping supplies \$ _____

8.	Childcare and Children Education Costs	\$	
9.	Clothing, laundry, and dry cleaning:	\$	
10.	Personal care products and services:	\$	
11.	Medical and dental expenses:	\$	
12.	Transportation (do NOT include car payments):	\$	
13.	Recreation,entertainment, newspapers, magazines, and books:	\$	
14.	Charitable contributions and religious donations:	\$	
15.	Insurance NOT deducted from wages or included in home mortgage payments or other real estate property expenses: (Do not include amounts entered in Line 4 or Line 20)		
	a. Life insurance:	\$	
	b. Health insurance:	\$	
	c. Auto insurance:	\$	
	d. Other insurance (describe and list monthly amount):		
		\$	
		\$	
		\$	
16.	Tax bills NOT deducted from wages or included in home mortgage payments or other real estate property expenses:		
		\$	
		\$	
		\$	
17.	Installment payments for car, furniture, etc. (Describe):		
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
18.	Alimony, maintenance and support paid to others:	\$	
19.	Payments for support of additional dependents not living at your home:	\$	
20.	Other Real Estate Property expenses NOT included with Rent or Home Mortgage Property (Do not include amounts entered in Line 4 or Line 5)		
	a. Mortgage payment on other Real Estate Property	\$	
	b. Taxes on other Real Estate Property	\$	
	c. Other Real Property, Homeowner's, or Renter's Insurance payments	\$	
	d. Home maintenance (including repairs and upkeep)	\$	
	e. Homeowner's association or condominium dues	\$	
21.	Other expenses (Describe): (please see "Additional Expenses" below before putting anything here)		
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Describe any increase or decrease in expenses you expect to occur within the next year?

Due to the nature of the Federal Bankruptcy forms there is a special separate category of expenses that needs to be filled out with some unusual numbering. Please ignore the numbering and fill out everything that you can below:

Additional Expenses (707(b) Expenses for Form 122)

17.	Mandatory payroll deductions not already listed:	\$	
		\$	
		\$	
19.	Court ordered payments not already listed:	\$	
		\$	
		\$	
20.	Education for employment or for a physically or mentally challenged child:	\$	
21.	Child care (baby sitting, day care, nursery & preschool, etc.):	\$	
25.	Disability Insurance (if not listed above):	\$	
	Health Savings Account:	\$	
26.	Care for elderly, chronically ill or disabled family members:	\$	
27.	Protection from family violence:	\$	
29.	Education expense for your children under 18:	\$	
41. (c13s)	Non-mandatory contributions to retirement accounts (including loan repayments):	\$	
		\$	
		\$	

Section 2 - Property (Schedule A/B)

Separately list and describe assets in each category below. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. If more space is needed, attach a separate page to this questionnaire.

Part A. Residence, Building, Land, Other Real Estate

Address and Description of Property	List all mortgages, home equity loans and other liens against the property. Please provide details requested below.	Estimated Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	If you are not the only owner: Please enter the % of the property you own.	Office Use Only Exemptions?
<p>Address:</p> <p>What is the property? Check all that apply.</p> <p><input type="checkbox"/> Single-family home</p> <p><input type="checkbox"/> Duplex or multi-unit building</p> <p><input type="checkbox"/> Condominium or cooperative</p> <p><input type="checkbox"/> Manufactured or mobile home</p> <p><input type="checkbox"/> Land</p> <p><input type="checkbox"/> Investment property</p> <p><input type="checkbox"/> Timeshare</p> <p><input type="checkbox"/> Other:</p>	<p>Who issued the mortgage, lien or loan? (Name and Address)</p> <p>What is the amount of the mortgage, lien or loan?</p> <p>What is your current interest rate on the loan?</p> <p>What is your monthly payment?</p> <p>Does payment include taxes and/or insurance? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>How many payments are left?</p>		<p><input type="checkbox"/> You</p> <p><input type="checkbox"/> Spouse</p> <p><input type="checkbox"/> Joint</p> <p><input type="checkbox"/> Other:</p>		
<p>Address:</p> <p>What is the property? Check all that apply.</p> <p><input type="checkbox"/> Single-family home</p> <p><input type="checkbox"/> Duplex or multi-unit building</p> <p><input type="checkbox"/> Condominium or cooperative</p> <p><input type="checkbox"/> Manufactured or mobile home</p> <p><input type="checkbox"/> Land</p> <p><input type="checkbox"/> Investment property</p> <p><input type="checkbox"/> Timeshare</p> <p><input type="checkbox"/> Other:</p>	<p>Who issued the mortgage, lien or loan? (Name and Address)</p> <p>What is the amount of the mortgage, lien or loan?</p> <p>What is your current interest rate on the loan?</p> <p>What is your monthly payment?</p> <p>Does payment include taxes and/or insurance? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>How many payments are left?</p>		<p><input type="checkbox"/> You</p> <p><input type="checkbox"/> Spouse</p> <p><input type="checkbox"/> Joint</p> <p><input type="checkbox"/> Other:</p>		

Part B. Cars, Vans, Trucks, Tractors, SUVs, Motorcycles, RVs, Watercraft, Aircraft, Motor Homes, ATVs, Other Vehicles

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse	Office Use Only Exemptions?
Vehicle #1	<input type="checkbox"/> No <input type="checkbox"/> Yes	Year: _____ Make: _____ Model: _____ Mileage: _____ Other Information:		<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Vehicle #2	<input type="checkbox"/> No <input type="checkbox"/> Yes	Year: _____ Make: _____ Model: _____ Mileage: _____ Other Information:		<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Vehicle #3	<input type="checkbox"/> No <input type="checkbox"/> Yes	Year: _____ Make: _____ Model: _____ Mileage: _____ Other Information:		<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Watercraft/Aircraft/Motor Homes/ATVs/Other (list year, make, and model)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Part C. Personal and Household Items

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
Household Goods and Furnishings (<i>Major appliances, furniture, linens, china, kitchenware, etc.</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Electronics (<i>TVs, stereos, computers, game consoles, tablets, iPods, mobile phones, etc.</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Collectibles of value (<i>art, paintings, prints, memorabilia, antiques, stamp/coin/card collections, etc.</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Sports, photo, exercise, and other hobby equipment; musical instruments	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Firearms, ammunition, and related equipment	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Clothing (<i>everyday clothes, furs, leather coats, designer wear, shoes, accessories</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Jewelry	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Pets/non-farm animals	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
Health aids and all other household items not listed	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Part D. Financial Assets

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
Cash (spare change/money in your purse or wallet, cash not in accounts)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Checking account #1 (list name(s) on account, bank name, and account number)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Checking account #2 (list name(s) on account, bank name, and account number)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Savings account #1 (list name(s) on account, bank name, and account number)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Savings account #2 (list name(s) on account, bank name, and account number)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse	Office Use Only Exemptions?
Certificate of deposit (<i>list name(s) on account, bank name, and account number</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Other financial account #1 (<i>list name(s) on account, bank name, and account number</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Other financial account #2 (<i>list name(s) on account, bank name, and account number</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Other financial account #3 (<i>list name(s) on account, bank name, and account number</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Other financial account #4 (<i>list name(s) on account, bank name, and account number</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Bonds, mutual funds, and publicly traded stocks	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Non-publicly traded stocks and interests in businesses, corporations, LLCs, partnerships, and joint ventures (<i>list % of ownership</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Government and corporate bonds and instruments (<i>including U.S. Savings Bonds</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
Retirement, pension, or profit-sharing plan #1 (IRA, 401(k), 403(b), thrift savings account, or other pension or profit-sharing plan) (list type of plan and where the account is held)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Retirement, pension, or profit-sharing plan #2 (IRA, 401(k), 403(b), thrift savings account, or other pension or profit-sharing plan) (list type of plan and where the account is held)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Retirement, pension, or profit-sharing plan #3 (IRA, 401(k), 403(b), thrift savings account, or other pension or profit-sharing plan) (list type of plan and where the account is held)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Security deposits (typically with landlord or utility) (list holder)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Prepayments (prepaid rent, layaway, gift cards, etc.)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Annuities (list company)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Education IRA, Sec. 529 or Sec. 530 account, state tuition plan	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Trusts, life estates, future, and equitable interests in property or assets	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
Patents, copyrights, trademarks, trade secrets, and other intellectual property	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Licenses, franchises, and other general intangibles	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Tax refunds owed to you (<i>list years due</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Alimony and child support	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Other amounts someone owes you (<i>unpaid wages, disability benefits, sick pay, vacation pay, workers' compensation, unpaid loans made by you, etc.</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Cash value of insurance policies (<i>whole or universal life, health, disability, HSA, etc.</i>) (<i>list insurance company and beneficiary</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Inheritances, estate distributions, and death benefits	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Personal injury claims or awards	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
Lawsuits or claims against anyone for anything	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
All other claims or rights to sue someone	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Any other financial asset not listed	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Part E. Business-Related Assets

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse	Office Use Only Exemptions?
Accounts receivable or commissions earned (<i>list</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Office equipment, furnishings, and supplies (<i>list</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Machinery, fixtures, equipment, business supplies, and tools of your trade (<i>list</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Business inventory (<i>list</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Interests in partnerships or joint ventures (<i>name and type of business, % interest</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Customer and mailing lists	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Other business-related property not already listed	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Part F. Farm and Commercial Fishing-Related Property

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
Farm animals (<i>livestock, poultry, farm-raised fish, etc.</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Crops (<i>growing or harvested</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Farm and commercial fishing equipment, implements, machinery, fixtures, and tools of trade (<i>list</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	
Farm and commercial fishing supplies, chemicals, and feed (<i>list</i>)	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

Part G. Miscellaneous

Type of Property	Do you own this type of property?	Description	Value of Property	Owned by: You, your spouse, both you and your spouse, you and at least one person other than your spouse.	Office Use Only Exemptions?
All other property of any kind not previously listed	<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> You <input type="checkbox"/> Spouse <input type="checkbox"/> Joint <input type="checkbox"/> Other:	

PAYROLL DEDUCTION INFORMATION

If you would like your Chapter 13 Bankruptcy payments to be deducted from your paycheck by your employer, please provide us with the following information:

Your Chapter 13 Case Number: _____

Payroll Deduction is for: _____
(Your Name)

Name and Address of your Employer:
(Where your payroll actually comes from)

How do You Get Paid: (Circle one Below)

Weekly	Bi-Weekly (every 2 weeks)	Semi-Monthly (15 th & 30 th)	Monthly
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The Trustee's Office will send a Court Order to your Employer. It should take a week or two for payments to begin. (CONTINUE MAKING YOUR REGULAR PAYMENTS TO THE TRUSTEE UNTIL YOU SEE IT HAS STARTED COMING OUT OF YOUR PAYCHECK!)

“A payroll deduction order can only be started by a signed Court Order by the Judge and can only be stopped by a signed Court Order by the Judge”