

The following language is not required in every plan but is for the resolution of issues raised in the Trustee's deficiency. If the language is altered, the debtor's attorney must inform the Trustee prior to confirmation.

-----  
100% Language

The debtor(s) will modify the plan to increase the amounts to be paid to provide for a 100% payment of all allowed unsecured claims.

-----  
IVL

The debtor(s) is hereby advised that the chapter 13 trustee has requested that the debtor(s) comply with 521(f) 1-4 on an annual basis during the pendency of this case. The debtor(s) hereby acknowledges that the deadline for providing the Trustee with their filed tax returns is on or before May 15 of each year the case is pending and that the debtor(s) shall provide the trustee with verification of their disposable income if their gross household income increases by more than 3% over the previous year's income.

-----  
Lawsuit/litigation language

The debtor will modify the plan to provide for the distribution of funds recovered from his pending lawsuit which are not exempt to the unsecured creditors

-----  
Gambling language

If the debtor receives gambling winnings during the pendency of the plan the debtor shall turn over any gross winnings to the Chapter 13 Trustee for the benefit of the unsecured creditors.

-----  
Turn over of tax refund

The debtor(s) will provide copies of his/her income tax returns to the Chapter 13 Trustee on or before May 15 and the last pay advice received each year showing the year to date amount withheld for taxes during the pendency of the plan. If the debtor pays less in taxes than the amount listed on CMI line 30 or on the Sch I, the debtor will turnover the difference to the Chapter 13 Trustee for the benefit of the unsecured creditors

-----  
Lease language

The debtor(s) will assume the lease held by *(creditor name)* for the  
*(description of collateral)*

OR

The debtor(s) will reject the lease held by *(creditor name)* for the  
*(description of collateral)*

-----  
Surrender language

The debtor shall surrender *(address of property, description of auto or  
collateral)* to *(name of creditor)*

\*\* cannot surrender in full satisfaction Barrett v. DaimlerChrysler (11th Circuit, 9/29/2008) Unless a valuation  
hearing has determined that the collateral's value is in excess of the claim Santander v. Brown 13-13013

-----  
Pay direct language

The debtor shall make all contractual payments for *(address of property,  
description of auto or collateral)* to *(name of creditor)*