

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA

IN RE:

CASE NO.

Debtor

Chapter 13

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**ADEQUATE PROTECTION ORDER**

Considering the following:

1. \_\_\_\_\_'s (hereafter Secured Creditor), Motion for Relief from the Automatic Stay and for Abandonment, or in the Alternative for Adequate Protection with Certificate of Service;
2. Notice of hearing with Certificate of Service;
3. The Debtor's Response thereto; and
4. The consent of the parties as evidence by their respective counsel's signature below

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

A. Secured Creditor is the holder of a valid, effective and allowed claim in the amount as set forth in its proof of claim, plus post-petition interest, attorney's fees and all other costs to the extent allowed by 11 USC §506(b), secured by a valid, effective and first-ranking security interest in the following described property:

(PROPERTY DESCRIPTION) (hereafter "real estate")

B. Debtor shall amend their plan within fifteen (15) days of the entry of this order;

C. The amended plan is to reflect:

1. The amount of the pre-petition arrearage of \$\_\_\_\_\_ owed to Secured Creditor;
2. The post-petition arrears of \$\_\_\_\_\_ through and including the post-petition payment for the month of \_\_\_\_\_, 20\_\_, with late fees and attorney fees of \$450.00 and costs of \$150.00;
3. A total arrearage claim of \$\_\_\_\_\_; and
4. All future monthly payments to secured creditor in a monthly amount of \$\_\_\_\_\_ will be paid through the plan, plus a Trustee's fee of five (5%) percent, commencing with the monthly payment of \$\_\_\_\_\_.

D. The Debtors shall thereafter pay the regular monthly mortgage payments through the Chapter 13 Trustee on a timely basis beginning with the \_\_\_\_ monthly installment.

E. Secured Creditor shall receive monthly payments to be disbursed by the Trustee pursuant to the amended plan or 11 USC §361 in the amount of \$\_\_\_\_\_. These disbursements shall begin as soon as the Consent Order is executory and the Debtor has paid all unpaid filing fees and the Trustee has sufficient sums on hand to make

such payments together with the Trustee's percentage fee.

- F. Until the secured claim of Secured Creditor is paid in full, secured creditor shall maintain and retain its valid, effective and first ranking mortgage on the real estate, and the mortgage on the real estate shall survive the Debtor's discharge in the event the Debtor has not paid obligations owed to Secured Creditor in full prior to the discharge Debtor may receive.
- G. Should the mortgage note change due to a variable interest rate, an escrow change in taxes, insurance, or for any other reason, the mortgage company must notify the debtor sixty (60) days prior to the change in the monthly mortgage note payment. Thirty (30) days prior to the change in the monthly mortgage note payment, debtor must file an amended plan reflecting the changed monthly mortgage note payment.
- H. In the event the Debtor:
  - 1. Fails to abide by this Adequate Protection Order and/or Modified Chapter 13 Plan;
  - 2. Fails to make the plan payments to the Chapter 13 Trustee after the date it is due, which is due to Debtor's fault and not the fault of Debtor's employer nor the Trustee;
  - 3. Allows any required insurance coverage on the real estate securing Secured Creditor's claim to lapse for any length of time.

I. Then the following shall occur:

Secured Creditor shall send notice of default to Debtor and counsel. If the default is not cured within thirty (30) days of notification, Secured Creditor shall be entitled to **ex parte** relief from the automatic stay upon the filing of an ex parte Motion for Relief with an affidavit of an officer or employee of the Secured Creditor or its successor establishing such default.

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