

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
WESTERN DIVISION**

**IN RE: RICKY & VIVIAN MANNING  
DEBTORS**

**Case No: 4:13-bk-13915 E/M  
Chapter 13**

**CHAPTER 13 PLAN**

Ricky & Vivian Manning (hereinafter called “Debtors”) propose this Chapter 13 Plan:

1. **Payment to the Trustee.** Debtor shall pay \$7,765.00 per month to the Trustee. The first payment will be made within 30 days of the filing of the petition. Payment shall be made from the source listed below:

**THE FIRST PAYMENT WILL BE MADE TO THE TRUSTEE WITHIN THIRTY (30) DAYS FROM THE DATE THE PETITION IS FILED.**

2. **Plan Length.** The Debtor proposes to pay all disposable income into the plan for the benefit of unsecured creditors for the applicable commitment period (unless unsecured creditors are being paid in full (100%). The plan length shall not exceed 60 months.

The Debtor’s plan length is 60 months. The following provision will apply if completed:

3. **Administrative Claims.** Trustee will pay allowed administrative claims and expenses in full:

(A). **Trustee’s Fees and Expenses.** Trustee shall receive a fee for each disbursement, the percentage of which is fixed by the United States Trustee.

(B). **Attorney’s Fees.** The Debtor has paid in full his pre-confirmation attorney fees.

**4. Priority Claims.**

(A). **Domestic Support Obligations.**

- (i). Debtor shall pay all post-petition domestic support obligations directly to the holder of the claim.
- (ii). The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).
  1. Daphne Higginbotham.
- (iii). The following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.
  1. Daphne Higginbotham.

- (iv). **Domestic Support Obligation Arrearage Claims.** Unless otherwise specified in this Plan, the following domestic support obligation arrearage claims will be paid in full:

Creditor (Name and Address)	Arrearage Amount	Monthly Arrearage Payment
*Union Co Office of Child Support	\$5,079.75	**\$81.49

\* There is no ongoing support payment, only an arrearage claim.

\*\* Shall be paid at the same level (Code 21) as long term continuing debts.

- (B). **Other Priority Claims (e.g., tax claims).** These priority claims will be paid in full, as will any other filed and allowed priority claim, unless other specific and contrary treatment is given to that priority debt elsewhere in the plan. Any allowed priority claim filed by the IRS, DFA or other State or County tax collector shall be paid in full. Amounts below are estimates; the proof of claim shall control as to amount to be paid.

Creditor	Debt Amount
Saline County Tax Collector	\$3,624.08
Arkansas DF&A	\$1,686.81

## 5. Secured Claims.

### (A). Secured Claims.

- (i). **Pre-confirmation Adequate Protection Payments.** Until such time as the plan is confirmed, the Debtor's plan payment to the Trustee will be allocated to pay the following adequate protection payments. Prior to confirmation, the Trustee shall be authorized to disburse the payments upon the filing of an allowed claim by the Creditors listed below. Payment of adequate protection payments will be limited to funds available.

Creditor Name and Last 4 Digits of Account Number	Collateral	Adequate Protection Payment Amount
Toyota Motor/7858	2006 Toyota 4-Runner	\$85.00
Volkswagon Credit/1809	2008 Volkswagon Beetle	\$70.00

- (ii). **Post-Confirmation Payments.** Post-confirmation payments to creditors holding secured claims shall be paid as set forth below.

- a. **Claims to Which § 506 Valuation is NOT Applicable.** Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within one year of filing. The following claims will be paid as follows.

Creditor/Collateral	Purchase Date	Debt Amount to be Paid	Value	Interest Rate	Monthly Payment

- b. **Other Secured Claims.** Other secured claims will retain their liens and be paid the lesser of the amount of their claim or the value of their collateral. Any amount claimed by the creditors that exceeds the value of the collateral will be treated as a nonpriority unsecured claim.

Creditor/Collateral	Purchase Date	Scheduled Debt Amount	Value	Interest Rate	Monthly Payment
Bank of America /Home @ 1010 S. Woodrow	n/a	\$9,581.60	\$21,504.00	5%	\$181.00
Volkswagon Credit/08 VW Beetle	08/01/08	\$10,670.00	\$10,750.00	4.75%	\$224.77
Toyota Motor/06 Toyota 4-Runner	08/01/09	\$13,597.50	\$14,350.00	4.75%	\$280.07
DFA/Tax Lien	n/a	\$399.00	n/a		To be paid in full
IRS/Tax Lien	n/a	\$14,011.59	n/a		To be paid in full

- (B). **Long Term Debts, Including Debts Secured by Real Property Which Debtor Intends to Retain.** The Debtor proposes to pay secured debts, such as a home mortgage, and/or unsecured debts that will extend beyond the length of the plan, and for which the Debtor will resume payments to such creditor upon completion of the plan, pursuant to the terms of the respective agreements with the Creditors as described below. The regular monthly mortgage payments for real estate may be increased or decreased as provided under the loan documents from information provided by the Creditor and upon the absence of objection from the Debtor. The Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full.

Creditor/Collateral	Monthly Payment	Pre-Petition Arrearage Amount	Monthly Arrearage Payment
Chase Mtg./Home at 1502 Sorrell	\$458.81	\$14,184.66	To be paid in full over the life of the plan
Chase Mtg./Home at 1701 Johnson St.	\$470.57	\$15,166.82	To be paid in full over the life of the plan
Chase Mtg./Home at 9124 Tedburn	\$564.25	\$13,366.69	To be paid in full over the life of the plan
Citimortgage/2 <sup>nd</sup> mtg. on home at 1907 Pine Cir.	\$356.17	\$9,196.88	To be paid in full over the life of the plan
Select Portfolio Servicing/1 <sup>st</sup> mtg. on home at 1907 Pine Cir.	\$1,319.37	\$36,605.52	To be paid in full over the life of the plan
*Summit Bank/Home at 3001 Center St.	\$462.54	\$9,468.63	\$355.00
*Summit Bank/Home at 2918 W 15 <sup>th</sup> St.	\$397.66	\$10,073.73	\$385.00

\* Summit Bank shall receive pre-confirmation and post-confirmation adequate protection payments in the amount of the regular monthly payment.

- (C). **Surrender of Collateral.** Debtor will surrender the property securing the following claims in accordance with 11 U.S.C. § 1325(a)(5)(C). No further payments are to be made to the creditor on the secured claim.

Creditor	Collateral to be Surrendered
Malvern National Bank	Home at 822 Hazel, Benton, AR
Malvern National Bank	Home at 721 Burton, Benton, AR
Summit Bank	Home at 4319 W. 23 <sup>rd</sup> , Little Rock, AR
Summit Bank	Home at 1823 Allis St., Little Rock, AR

**6. Special Nonpriority Unsecured Claims.**

The following special nonpriority unsecured claims will be paid prior to other nonpriority unsecured claims. The reason for the special treatment is stated below. Claims will be paid in full (100%) unless a different treatment is indicated.

Creditor	Debt Amount	Interest Rate, If Any	Monthly Payment	Reason for Special Classification

- 7. Nonpriority Unsecured Claims.** Allowed nonpriority claims shall be paid in full (100%) unless a different treatment is indicated below:

( ) A definite percentage of \_\_\_\_\_;

( ) A definite amount of \$\_\_\_\_\_ subject to 11 U.S.C. §§ 1322 and 1325; or

( X ) A PRORATA dividend from funds remaining after payment of all other classes of claims and the Debtor shall pay all projected disposable income into the plan for the length of the applicable commitment period for the benefit of unsecured creditors.

- 8. Executory Contracts and Unexpired Leases.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by Debtor, or the Trustee, as set forth below. Debtor proposes to cure any default by paying the arrearage on the assumed leases or contracts in the amounts set forth below. All other executory contracts and unexpired leases are rejected upon confirmation of the plan.

Creditor	Post-Petition Payment to be Paid Directly by Debtor, if Current (Number of Remaining Payments)	Post-Petition Payment to be Paid by Trustee	Arrearage Amount	Arrearage Monthly Payment

**9. Claims That Are Not to Be Paid by the Trustee.**

The following claims are to be paid directly to the Creditor by the Debtor and not by the Trustee. These claims include home mortgage, if current; lease payments, if current; and debts paid by someone other than the Debtor from property that is not property of the estate.

Creditor	Description of Property/Nature of Obligation

**10. Other Provisions:**

- (A). **Vesting of Property of the Estate.** The property of the estate shall continue to be property of the estate until such time as a discharge is granted or the case is dismissed. Unless otherwise provided, the Debtor shall remain in possession of all property of the estate.
- (B). **Secured Claims Not Provided For in the Plan.** In the event that a secured claim is allowed which is not provided for in the plan, then the trustee shall pay such creditor in full after this plan has in all other respects been completed.
- (C). **Refunds.** In order to assist the Debtor in performance of the plan, the trustee may from time to time grant refunds to the Debtor as may be necessary to satisfactorily complete the plan, provided that all sums necessary to complete the plan are ultimately paid by the Debtor.
- (D). **Other Provisions.** Other provisions of the plan which are not inconsistent with Title 11 of the United States Code, pursuant to 11 U.S.C. § 1322(b)(11), are as follows:

**For claims filed by the Internal Revenue Service, Arkansas Department of Finance & Administration, Commissioner of State Lands and/or a county tax collector/treasurer, the following shall apply:**

The Trustee shall pay the amount of the allowed priority or secured claim in full unless that claim is objected to, specific treatment to the contrary (not just conflicting amounts) is afforded that claim elsewhere in the plan or by future modification to the plan. Additionally, if the entity that filed the claim reflects that all or a portion of its claim is secured rather than priority, the secured portion of that claim shall be paid in full.

If the IRS, DFA or County files a tax claim as a priority or secured claim that is not listed in this plan or schedules, then, to the extent the claim is allowed, it shall be paid in full.

**Mortgage Claims:** If a mortgage with an arrearage claim is to be paid through the plan, then the Trustee shall pay the arrearage per the amount listed on the proof of claim unless other treatment is specifically provided elsewhere in this plan, a modified plan or unless an objection to the claim has been filed.

**Plan length/Missed payments:** If a plan length of less than 60 months is proposed and confirmed and payments are then missed rendering that plan length insufficient to complete the plan base, then the plan shall continue beyond the proposed length until the plan base is complete and creditors are paid as proposed.

**Sale of Property:** The Debtor recognizes that relief from stay was granted in the prior bankruptcy on the property located at 822 Hazel, Benton, Arkansas and 721 Burton St., Benton, Arkansas. The Debtor will attempt to sell these two properties in the first six months of the plan.

Date: July 22, 2013.

/s/ Ricky B Manning

Debtor

/s/ John G. Phillips

Debtor's Attorney

/s/ Vivian Manning

Joint Debtor

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
WESTERN DIVISION

IN RE: RICKY & VIVIAN MANNING  
DEBTORS

CASE NO: 4:13-bk-13915 E/M  
CHAPTER 13

NOTICE OF OPPORTUNITY TO OBJECT  
TO CHAPTER 13 PLAN

You are hereby notified that the Debtor(s) have filed the attached Chapter 13 plan. Objections to Confirmation of the Plan must be filed in writing with the Bankruptcy Court at 300 W. 2<sup>nd</sup> Street, Little Rock, Arkansas, 72201 with copies to the attorney for the Debtor, John G. Phillips, P.O. Box 5926, North Little Rock, AR 72119 and to Mark T. McCarty, Trustee, P.O. Box 5006, North Little Rock, AR 72119. Any and all Objections must be filed on or before the fourteenth (14<sup>th</sup>) day after the meeting of creditors is held/concluded. The meeting of creditors will be held on August 12<sup>th</sup>, 2012.

If no objections are received, the plan will be confirmed without further notice or hearing pursuant to Bankruptcy Rule 3015. If objections to the plan are filed, they will be set for hearing by subsequent notice.

Dated: July 22, 2013

/s/ John G. Phillips

John G. Phillips AR 98054

Weber & Phillips, P.A.

Attorney for Debtor(s)

P.O. Box 5926

North Little Rock, AR 72119

(501) 753-7400

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that copies of the foregoing notice and attached Narrative Statement of Plan have been mailed to the following or that notice has been provided electronically via ECF:

Mark T. McCarty  
Chapter 13 Trustee  
P.O. Box 5006  
North Little Rock, AR 72119

Legal Division  
Dept. of Finance & Admin.  
P.O. Box 1272  
Little Rock, AR 72203

U.S. Attorney  
Eastern District  
P.O. Box 1229  
Little Rock, AR 72203

Chief, Insolvency Section  
Internal Revenue Service  
700 West Capitol Ave., Stop 5700  
Little Rock, AR 72201

and to all Creditors whose names and/or addresses appear on the preceding document and/or matrix as previously filed or amended with the Court.

Dated: July 22, 2013

/s/ John G. Phillips

John G. Phillips AR 98054  
Weber & Phillips, P.A.  
Attorney for Debtor(s)  
P.O. Box 5926  
North Little Rock, AR 72119  
(501) 753-7400