United States Bankruptcy Court Northern District of California

In re: GAIL BALMER ROUMELL

Case No. 15-31470 HLB Chapter 11

/

[PROPOSED] COMBINED PLAN OF REORGANIZATION AND DISCLOSURE STATEMENT (August 12, 2016)

INTRODUCTION

This is Debtor's Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: 3% of their allowed claims in quarterly payments over 5 years. Taxes and other priority claims would be paid in full, as shown in Part 3.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than September 23, 2016. The court will hold a hearing on confirmation of the Plan on October 6, 2016 at 10:00 a.m.

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 4 describes how much Debtor is required to pay on the effective date of the plan. Exhibit 5 shows Debtor's monthly income and expenses related to each investment property.

Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

Class	Name of Creditor	Collatera l	Regular Monthly Payment	Estimated Arrears	Interest Rate on Arrears	Monthly Payment on Arrears
1A	CSM Mortgage- Backed Pass- Through Certifica tes, Series 2007-3, U.S. Bank National Associati on, as Trustee	23 Via La Cumbre, Greenbrae, CA 94904	\$6,349.81	\$321,956. 58	3.25%	\$5,820.98

PART 1: TREATMENT OF SECURED CREDITORS

Debtor to Make Regular Payments and Pay Arrears Over Time.

Debtor will pay the entire amount contractually due by making all post-confirmation regular monthly payments, and by paying all pre-confirmation arrears (including attorneys fees and late charges) with interest in sixty [60] equal monthly Individual Chapter 11 Combined Plan & Disclosure Statement (Version: 7/30/12) August 12, 2016 -2-Case: 15-31470 Doc# 77 Filed: 08/12/16 Entered: 08/12/16 18:27:47 Page 2 of 21 payments, due the 15th day of the month, starting October 2016 on the above secured claims. To the extent arrears are determined to be other than as shown above, appropriate adjustments will be made in the number of payments. Creditors in these classes shall retain their interest in the collateral until paid in full.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). These secured claims are impaired and entitled to vote on confirmation of the Plan.

Class	Name of Creditor	Collateral	Value	Interest Rate	Monthly Payment
18	Bank of America, National Association as Successor By Merger to Countrywide Bank, FSB, FKA Countrywide Bank, National Association, FKA Treasury Bank, National Association	133 Convent Court, San Rafael, CA 94901	\$1,535,000	5%	\$7,401.72

Debtor to Strip Lien to Value of Collateral and Pay Over Time.

Debtor contends that the value of the collateral is less than the amount of the claim. On May 27, 2016, Debtor obtained an order from the court determining the value of the above collateral to be \$1,535,000. Debtor will pay as a secured claim the amount equal to the value of the collateral. Debtor will pay the above secured claim in full with interest from the Effective Date of the Plan through 480 equal monthly payments. Payments will be due on the 15th day of the month, starting October 2016. Any remaining amount due is a general unsecured claim treated in Part 2. Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

Individual Chapter 11 Combined Plan & Disclosure Statement (Version: 7/30/12) August 12, 2016 -3-Case: 15-31470 Doc# 77 Filed: 08/12/16 Entered: 08/12/16 18:27:47 Page 3 of 21 Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). The Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases will apply. **These secured claims are impaired and are entitled to vote on confirmation of the Plan**.

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

Class	Name of Creditor	Collateral	Amount Due
1C	CIT Bank, N.A.	23 Via La Cumbre, Greenbrae, CA 94904	\$112,814.66
1C	Bank of America, National Association as Successor By Merger to Countrywide Bank, FSB, FKA Countrywide Bank, National Association, FKA Treasury Bank, National Association	133 Convent Court, San Rafael, CA 94901	\$71,569.19

Debtor to Strip Off Lien.

On May 27, 2016, Debtor obtained orders fixing the secured amount of the above creditors' claims at zero. Debtor will pay nothing to those creditors as secured claims. Any claim of a creditor whose lien is stripped is a general unsecured claim treated in Part 2. Creditors in these classes shall retain their interest in the collateral consistent with the Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). The Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases will apply. **These secured claims are impaired and are entitled to vote on confirmation of the Plan**.

PART 2: TRE	ATMENT OF	GENERAL	UNSECURED	CREDITORS
Class 2(a).	Small C	laims.		

Name of Creditor	Amount of Claim	Amount to be Paid
Internal Revenue Service	\$317.30	\$317.30

This class includes any creditor whose allowed claim is \$1,000.00 or less. Each creditor will receive on the Effective Date of the Plan a single payment equal to \$317.30.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Claimants in this class are impaired and are entitled to vote on confirmation of the Plan, unless their claims are paid in full with interest on the Effective Date of the Plan.

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Quarterly Payment
CIT Bank, N.A.	\$112,814.66	Ν	\$3,384.44	\$169.23
Bank of America, National Association as Successor By Merger to Countrywide Bank, FSB, FKA Countrywide Bank, National Association, FKA Treasury Bank, National Association	\$71,569.19	Ν	\$2,147.08	\$107.36

Class 2(b). [Other] General Unsecured Claims.

[All known non-priority unsecured creditors, including deficiency claims, and rejection claims, whether scheduled or based on proofs of claim on file excluding those listed in Class 2(a), must be listed in the above table.]

Allowed claims of general unsecured creditors [not treated as small claims] (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

Percent Plan. Creditors will receive 3% percent of their allowed claim in 20 equal quarterly installments, due on

the 1st day of the quarter starting October 2016.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). This class is impaired and is entitled to vote on confirmation of the Plan. Debtor has indicated above whether a particular claim is disputed.

PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS (a) Professional Fees.

Debtor will pay the following professional fees in full on the Effective Date, or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount
Financial Relief Law Center-Debtor's Counsel	\$10,600

The following professionals have agreed to accept payment over time as follows. Payments will be made [monthly/ quarterly], due on the [number] day of the [month/quarter], starting [month & year] or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount	Payment Amount	Number of Payments
None			

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Estate professionals are not entitled to vote on confirmation of the Plan.

(b) Other Administrative Claims. Debtor will pay other allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when

Individual Chapter 11 Combined Plan & Disclosure Statement (Version: 7/30/12) August 12, 2016 -6-Case: 15-31470 Doc# 77 Filed: 08/12/16 Entered: 08/12/16 18:27:47 Page 6 of 21 due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Administrative claimants are not entitled to vote on confirmation of the Plan.

Name of Administrative Creditor	Estimated Amount of Claim
N/A	

(c) <u>Tax Claims</u>. Debtor will pay allowed claims entitled to priority under section 507(a)(8) in full with one payment on the effective date in accordance with section 511 of the Bankruptcy Code. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments.

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Priority tax claimants are not entitled to vote on confirmation of the Plan**.

Name of Creditor		Statutory Interest Rate	Payment Amount	Number of Payments
Internal Revenue Service	\$811.10	0%	\$811.10	1

PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all preconfirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid [select one] [in full on the Effective Date] in [number] equal [monthly/quarterly] installments beginning on the first day of [month & year].

Name of Counter- Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments
None				

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease		
None			

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed [select one] [assumed/rejected].

PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION

(a) <u>Discharge</u>. Debtor shall not receive a discharge of debts until Debtor makes all payments due under the Plan or the court grants a hardship discharge.

(b) <u>Vesting of Property</u>. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

(c) <u>Plan Creates New Obligations</u>. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN (a) <u>Creditor Action Restrained</u>. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the

Individual Chapter 11 Combined Plan & Disclosure Statement (Version: 7/30/12) August 12, 2016 -8-Case: 15-31470 Doc# 77 Filed: 08/12/16 Entered: 08/12/16 18:27:47 Page 8 of 21 Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.

(b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each nondebtor party to an assumed executory contract or lease shall be considered to be a separate class.

(c) <u>Material Default Defined</u>. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.

(d) <u>Remedies Upon Material Default</u>. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.

(e) <u>Claims not Affected by Plan</u>. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

(f) Effect of Conversion to Chapter 7. If the case is at any

Individual Chapter 11 Combined Plan & Disclosure Statement (Version: 7/30/12) August 12, 2016 -9-Case: 15-31470 Doc# 77 Filed: 08/12/16 Entered: 08/12/16 18:27:47 Page 9 of 21 time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 13 to Chapter 7.

(g) <u>Retention of Jurisdiction</u>. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

PART 7: GENERAL PROVISIONS

(a) Effective Date of Plan. The Effective Date of the Plan is the fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

(b) <u>Disputed Claim Reserve</u>. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be distributed pro-rata among allowed claims in this class.

(c) <u>Cramdown</u>. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.

Individual Chapter 11 Combined Plan & Disclosure Statement (Version: 7/30/12) August 12, 2016 -10-Case: 15-31470 Doc# 77 Filed: 08/12/16 Entered: 08/12/16 18:27:47 Page 10 of 21 (d) <u>Severability</u>. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

(e) <u>Governing Law</u>. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits.

Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
None				

(g) <u>Notices</u>. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

(h) <u>Post-Confirmation United States Trustee Fees</u>. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) <u>Deadline for § 1111(b) Election</u>. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

Dated: August 12, 2016

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Dated: August 12, 2016 Debtor Debtor for Debtor Attorney Individual Chapter 11 (Version: 7/30/12) Combined Flan & Disclosure Statement -12-August 12, 2016 Filed: 08/12/16 Entered: 08/12/16 18:27:47 Page 12 of Case: 15-31470 Doc# 77

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Attorney Certification

I, Richard Sturdevant, am legal counsel for the Debtor(s) in the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Northern District of California, San Francisco Division, on July 30, 2012 (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

Page 1, Line 6-10: Treatment of Unsecured Creditors is stated as a percentage, pro-rata language is deleted.

Page 1, Line 15-16: Due date for objections to plan and date and time of confirmation hearing is stated.

Page 2: Table titled "Property to be Surrendered", and accompanying paragraph below said table, is deleted.

Page 2-3: Table titled "Creditors' Rights Remain Unchanged", and accompanying paragraph below said table, is deleted.

Page 3: Second Table under title "Debtor to Make Regular Payments and Pay Arrears Over Time" is deleted. Accompanying paragraph under said table states number of payments is 60, the due date is the 15th of the month, beginning October 2016.

Page 4: Second Table under title "Debtor to Strip Lien to Value of Collateral and Pay Over Time" is deleted. Accompanying paragraph under said table states the date of the order determining value of the collateral, the value of the collateral, and explains the number of monthly payments on the secured claim.

Page 5, line 4: Date of Order valuing collateral is stated.

Page 5: Both Tables titled "Debtor to Adjust Terms and Pay Amount Due in Full Over Time" are deleted, and accompanying three paragraphs under said tables are deleted.

Page 6-7: Both Tables titled "Property to be Sold" are deleted, and accompanying three paragraphs under said tables are deleted.

Page 7, lines 8-13: Lines are altered to stated value of small claims and amount of payment to the creditor.

Page 8, lines 7-10: Lines are altered to state percentage going to general unsecured creditor, number of payments, that payments will be quarterly, the date of the quarter they are due and the month and year they are starting.

Page 8, lines 11-16: Paragraph regarding Pot plan is deleted.

Page 9, lines 18-23: Lines are altered to state that tax claims entitled to priority will be paid on the effective date.

Page 10, Table regarding priority tax claimants includes one claimant-the Internal Revenue Service.

Page 20: Tables titled "Properties with Negative Monthly Cash-Flow are deleted.

I declare that the foregoing is true and correct. Executed this 12th day of August, 2016.

/s/ Richard Sturdevant Attorney for Debtor(s)

Exhibit 1 - Events That Led To Bankruptcy

Debtor's hardship began in October of 1996 when she was injured in a boating accident when an oil tanker collided with the sailboat she was on. The harm that occurred on that day resulted in debilitating injuries that required four surgeries and ultimately both hips required hip replacement surgery that placed her out of work until approximately 2013 when she began trying to restart her business in Southern California. Debtor is currently a realtor under the Decker Bullock Sotheby's International Realty in Mill Valley, California. Initially she attempted to restart her business in Southern California, but relocated to Northern California in July 2014.

The Debtor derives rental income from two parcels of real property—one is located in Greenbrae, California, and the other in San Rafael, California. The debtor also derives income from her realty business. The income derived from these three revenue sources will fund the plan. The Debtor filed this case to prevent foreclosure on the Greenbrae property.

Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7

Fair Market Value	Liens	Cost of Sale at 6%	Resulting Income Tax	Amt of Exempt ion	Net Proceeds
\$1,247,277	1 st \$1,250,508.32	\$74,836.62	Tax Basis: \$499,000 CA Tax Exemption on Capital Gains for \$250,000 \$1,247,277 -\$499,000 (tax basis) -\$74,836.62 (Cost of sale) -\$250,000 (cap gain exm) Income Tax Liability on \$423,440.38	\$0	\$1,247,277 (\$1,250,508.32) (\$112,814.66) (\$74,836.62) (\$190,882.60)
	^{2nd} \$112,814.66				

Real Property #1: 23 Via La Cumbre, Greenbrae, CA 94904

Fair Market Value	Liens	Cost of Sale at 6%	Resulting Income Tax	Amt of Exempt ion	Net Proceeds
\$1,535,000	1 st \$1,606,569.19	\$92,100	Tax Basis: \$1,219,337 CA Tax Exemption on Capital Gains for \$250,000 \$1,535,000 -\$1,219,337 (tax basis) -\$92,100 (Cost of sale) Income Tax Liability on \$223,563	\$0	\$1,535,000 (\$1,606,569.19) (\$92,100) (\$163,669.19)

Real Property #2: 133 Convent Court, San Rafael, CA 94901

Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash/Deposits of Money	\$23,506.85	-	\$23,506.85	\$O
Automobile #1	\$11,548	-	\$8276.11	\$3,271.89
Automobile #2	\$1,500	-	\$0	\$1 , 500
Household Furnishings	\$15,000	-	\$15,000	\$O
Jewelry	\$950	-	\$950	\$O
Equipment	\$0	-	\$0	\$0
Stocks / Investments	\$16 , 567	-	\$16 , 567	\$0
Other Personal Property (Clothes & Collectibles of Value)	\$2,300	_	\$2,300	\$O
TOTAL				\$4,771.89

Net Proceeds of Real Property and Personal Property		\$4,771.89
Recovery from Preferences / Fraudulent Conveyances	[ADD]	\$0
Chapter 7 Administrative Claims	[SUBTRACT]	\$1,192.97
Chapter 11 Administrative Claims	[SUBTRACT]	\$O
Priority Claims	[SUBTRACT]	\$3822.15

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Chapter 7 Trustee Fees [SUBTRACT]	\$0
Chapter 7 Trustee's Professionals [SUBTRACT]	\$0
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$0

Estimated Amount of Unsecured Claims	\$186,170.09
Percent Distribution to Unsecured Creditors Under Proposed Plan	0%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	0%

Exhibit 3 - Monthly Income and Expenses

Income	Amount
Gross Employment Income	\$0
Gross Business Income	\$5 , 675
Positive Cash Flow on Investment Property (Exhibit 5, Line A)	\$2,549.16
A. Total Monthly Income	\$7,899.16

Expenses Includes Plan Payments on Secured Claims for Residence and Car	Amount
Payroll Taxes and Related Withholdings	\$0
Retirement Contributions (401k, IRA, PSP)	\$0
Shelter Expenses (rent/mortgage, insurance, taxes, utilities) (Total Arrearages on Principal Residence are \$322,136.58) (Utilities: \$735)	\$735
Household Expenses (food)	\$500
Transportation Expenses (car payments, insurance, fuel)	\$500
Personal Expenses (e.g. recreation, clothing, laundry, medical) (Medical: \$120) (Personal Care Products & Services: \$65) (Clothing, Laundry, and Dry Cleaning: \$65)	\$250
Alimony / Child Support	\$0
Business Expenses (Errors & Omissions: \$183.34) (Office Support: \$41.66) (Advertising: \$100)	\$325
Negative Cash Flow on Investment Property (Exhibit 5, Line B)	\$0
B. Total Monthly Expenses	\$2,310

C. Disposable Income (Line A - Line B)

\$5**,**914.16

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Plan Payments Plan Payments Not Included in Calculating Disposable Income	Amount
Administrative Claims	\$0
Priority Claims	\$0
General Unsecured Creditors (Payments made quarterly, but shown as a monthly figure here for feasibility analysis)	\$93.18
Class 2A (Nationstar/U.S. Bank Arrears): \$5,820.98 (Arrearage payment for 60 months)	\$5,820.98
D. Total Plan Payments	\$5,914.16

E. Plan Feasibility (Line C - Line D)	\$0
(Not feasible if less than zero)	

Exhibit 4 - Effective Date Feasibility

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		\$50 , 000
Payments on Effective Date		
Unclassified Claims	\$0	
Administrative Expense Claims	\$10,600	
Priority Claims	\$3,822.15	
Small Claims (Class 2(a))	\$317.30	
U.S. Trustee Fees	\$350	
B. Total Payments on Effective Date		\$14 , 739.45
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)		\$35,260.55

Can the Debtor Make the Effective Day Payments?

Exhibit 5 - Investment Property Analysis

Properties with Positive Monthly Cash-Flow:

Real Property #1 Income: 133 Convent Court, San Rafael, CA 94901

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$12,465.18	1 st \$7,401.72	\$197.91 (monthly)	\$1,397.05 (monthly)	\$1,750.52	\$1,717.98

Real Property #2 Income: 23 Via La Cumbre, Greenbrae, CA 94904

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$7,954.10	1 st \$5,507.14	\$114.58 (monthly)	\$842.67 (monthly)	\$658.53	\$831.18

A. Total Positive Cash Flow	\$2,549.16
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