

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
Amy E. Sines-Patel) Case No. 15-17229
)
)
Debtor) Judge Timothy A. Barnes

SECOND AMENDED DISCLOSURE STATEMENT

THE MODIFIED PLAN OF LIQUIDATION DATED MAY 19, 2016 IS AN EXHIBIT TO THIS DISCLOSURE STATEMENT. CREDITORS ARE URGED TO CAREFULLY READ THE PLAN AS WELL AS THE DISCLOSURE STATEMENT IN ORDER TO FORMULATE AN OPINION AS TO WHETHER TO VOTE TO ACCEPT THE PLAN.

A CONFIRMATION HEARING WILL BE HELD ON _____, 2016 at _____ a.m. THE COURT HAS DIRECTED THAT THE BALLOT USED TO INDICATE WRITTEN ACCEPTANCES OR REJECTIONS OF THE PLAN WHICH ACCOMPANIES THIS DISCLOSURE STATEMENT MUST BE FILED BY CREDITORS ON OR BEFORE _____, 2016.

Karen J. Porter
PORTER LAW NETWORK.
230 West Monroe, Suite 240
Chicago, Illinois 60606
312-372-4400
Fax 312-372-4160

**SECOND AMENDED DISCLOSURE STATEMENT
TABLE OF CONTENTS**

Introduction to the Disclosure Statement..... 1

Article 1: Rules of Construction..... 3

Article 2: Summary of the Plan of Liquidation..... 4

Article 3: Representations and Disclaimers..... 8

Article 4: Information about the Debtor, the Divorce Litigation and the Bankruptcy Proceedings..... 8

Article 5: Financial Information..... 10

Article 6: Procedural Matters..... 12

List of Exhibits to the Disclosure Statement..... 17

INTRODUCTION TO THE SECOND AMENDED DISCLOSURE STATEMENT

Amy E. Sines-Patel ("Debtor") is disseminating this Second Amended Disclosure Statement ("Disclosure Statement") to all of her known Creditors in order to disclose the information that is material, important and necessary for her Creditors to arrive at a reasonable and informed decision about whether to vote for acceptance or rejection of the Modified Plan of Liquidation Dated May 19, 2016, (the "Plan") by submitting the ballot which accompanies this Disclosure Statement as Exhibit E. The Debtor will seek the Court's approval of the adequacy of this Disclosure Statement.

The Debtor is proposing a liquidation plan to her Creditors. There are eight classes of Claims and one class of Interests. There are five classes of Secured Claims and three classes of Unsecured Claims. A copy of the Plan is attached to this Disclosure Statement as Exhibit A.

Administrative Claims against the Debtor will consist of the claims of the Debtor's attorneys, the Debtor's accountants and quarterly fees due to the United States Trustee. Unless the holder of the claim agrees to a different treatment, the Administrative Claims will be paid in full on the Disbursement Date. The total amount of the Administrative Claims should not exceed \$35,000.00.

Priority Tax Claims have been estimated. The Internal Revenue Service filed a proof of claim for \$4553.00. However, the Debtor will be required to amend her state and federal tax returns for 2012, 2013 and 2014. The Debtor's accountant estimates that the Priority Tax Claims will be \$37,000.00. The Plan provides that the Priority Tax Claims will be paid in full on the Disbursement Date.

Class One consists of the Secured Claim held by Old Second National Bank in the amount of \$461,844.79. It is an undisputed claim secured by the Marital Home that was paid in full from the proceeds of the sale of the Marital Home.

Class Two consists of the Secured Claim held by Rinella and Rinella in the amount of \$28,927.39. It is an Allowed Claim that will be paid in full from the proceeds of the sale of the Marital Home.

Class Three consists of the Secured Claim held by David Pasulka in the amount of \$20,157.50. It is an undisputed claim secured by the Marital Home that will be paid in full from the proceeds of the sale of the Marital Home.

Class Four consists of the Secured Claim held by Coladarci and Coladarci in the amount of \$81,168.98. The Claim was disallowed by a Final Order of the Court. There will be no distribution under the Plan to Class Four.

Class Five consists of the Secured Claims held by the Law Office of Neil Green; Nationwide Insurance Company; Philip J. Berenz and Blue Cross Blue Shield. The Claims are secured by the recovery obtained from the Personal Injury Case. The Claims will only be paid from the proceeds of the Personal Injury Case. Class Five will not receive a distribution under the Plan.

Class Six consists of the Claims held by the Debtor's ex-husband. The Claims that are Allowed in the approximate amount of \$135,000.00 will be paid from the proceeds of the sale of the Marital Home. There are additional Claims that are disputed and have not been allowed by the Court. In the event, the Court resolves the disputed Claims and determines that there are additional amounts due to Class Six, the Allowed Amount of the Claims will be paid from the Malpractice Case.

Class Seven consists of Unsecured Claims that are not held by the Debtor's ex-husband or her father. There are twenty-eight (28) claims in Class Seven that total \$190,711.19. Class Seven creditors will receive forty percent (40%) of the Allowed Amount of their Claims from the sale of the Marital Home.

Class Eight consists of the Claims held by the Debtor's father who is an insider. The Claims total \$712,345,27. The Plan provides that the Debtor's father will receive eight percent (8%) of the Allowed Amount of his Claims from the sale of the Marital Home.

Class Nine consists of the interests of the Debtor in her exempt assets and all property that is not distributed to creditors. The Debtor will receive her vehicle, her exemption in \$4,000.00 cash and her exemption in \$15,000.00 in personal injury settlement funds. The Debtor will retain her exempt retirement accounts. The Debtor will also retain her interests in the Personal Injury Case and the Malpractice Case. The Personal Injury Case and the Malpractice Case are still being litigated and neither case has been set for trial. The Debtor does not expect to receive any recovery from either lawsuit in the immediate future. Therefore, the Plan Proposes to make a one-time distribution to creditors from the Marital Assets rather than make creditors wait for a resolution of the lawsuits.

ARTICLE 1 RULES OF CONSTRUCTION

For purposes of this Disclosure Statement and unless otherwise indicated herein, the rules set forth below shall be applied in the event the Disclosure Statement is construed by any Court, Creditor or other party in interest.

1. A capitalized term in the Disclosure Statement shall have the same definition that applies to that term in the Plan.

2. A word, phrase, or term that is used in the Disclosure Statement and is not defined in the Plan, but is defined in Section 101 of the Code, or used in another section of the Code, shall have the meaning or construction that applies to the word, phrase or term as defined or used in the Code.

3. Captions: The captions used in the Disclosure Statement are for convenience only and shall not affect the construction of the Disclosure Statement.

ARTICLE 2 SUMMARY OF THE PLAN OF LIQUIDATION

PLEASE TAKE NOTICE that the following text is a summary of the Plan. It is not intended to be a substitute for a complete and careful reading of the Plan. Creditors are urged to carefully read the entire Plan and the definitions before reading this Disclosure Statement.

ARTICLE 3 TREATMENT OF ADMINISTRATIVE AND PRIORITY CLAIMS

3.1 Unless the holder of the Claim agrees otherwise, any Administrative Claim that is due and unpaid on the Effective Date, and that is allowed by the Court, including quarterly fees due to the United States Trustee will be paid in full on the Disbursement Date.

3.2 Quarterly Fees that become due to the United States Trustee will be paid as they become due until the Case is closed or dismissed.

3.3 Unless the holder of the Administrative Claim agrees otherwise, any Administrative Claim that is allowed by the Court after the Effective Date will be paid in full as provided by the Final Order of the Court authorizing the payment of such Administrative Claim.

3.4 Unless the holder of the Priority Tax Claim agrees otherwise, the Allowed Amount of any Priority Tax Claim will be paid in full, plus statutory interest and penalties on the Disbursement Date.

ARTICLE 4 TREATMENT OF CLASS ONE

4.1 Class One is the Secured Claim held by Old Second National Bank. It was secured by the Marital Home. It is an Allowed Secured Claim in the amount of \$461,844.79.

4.2 The Class One Claim was paid in full on the Sale Date. The amount that the Debtor owes Class One is zero. Class One shall be deemed paid in full and unimpaired by the Plan. Class One is deemed to accept the Plan.

**ARTICLE 5
TREATMENT OF CLASS TWO**

5.1 Class Two is the Secured Claim held by Rinella and Rinella. It was secured by the Marital Home. It is an Allowed Secured Claim in the amount of \$28,927.39.

5.2 Class Two will retain the liens and security interests it holds against the Net Sale Proceeds. The Allowed Amount of the Class Two Claim will be paid from the Net Sale Proceeds on the Disbursement Date.

5.3 In the event the Class Two Claim is paid in full on the date that the hearing on the confirmation of the Plan is commenced and the amount that the Debtor owes Class Two is zero; Class Two shall be deemed paid in full and unimpaired by the Plan. Class Two will be deemed to accept the Plan.

**ARTICLE 6
TREATMENT OF CLASS THREE**

6.1 Class Three is the Secured Claim held by David Pasulka. It was secured by the Marital Home. It is an Allowed Secured Claim in the amount of \$20,157.50.

6.2 Class Three will retain the liens and security interests it holds against the Net Sale Proceeds. The Allowed Amount of the Class Three Claim will be paid from the Net Sale Proceeds on the Disbursement Date.

6.3 In the event the Class Three Claim is paid in full on the date that the hearing on the confirmation of the Plan is commenced and the amount that the Debtor owes Class Three is zero; Class Three shall be deemed to accept the Plan.

**ARTICLE 7
TREATMENT OF CLASS FOUR**

7.1 Class Four is the Secured Claim held by Coladarci and Coladarci. It was secured by the Marital Home. It is a Disallowed Claim. The amount of the Class Four Claim is zero.

7.2 Class Four will have no right to vote to accept or reject the Plan. Class Four will receive no distribution under the Plan.

7.3 On the Confirmation Date, the Debtor, the Marital Residence and the Net Sale Proceeds shall be released and discharged of any and all claims or obligations to Class Four.

**ARTICLE 8
TREATMENT OF CLASS FIVE**

8.1 Class Five are the Secured Claim held by the Law Office of Neil Green; Nationwide Insurance Company; Philip J. Berenz and Blue Cross Blue Shield. The Claims are secured by the Personal Injury Case.

8.2 Class Five will retain the liens and security interests it holds against the Personal Injury Case. The Allowed Amount of the Class Five Claims will be paid from the proceeds of the Personal Injury Case.

8.3 In the event there are no proceeds from the Personal Injury Case; Class Five will receive no distribution under the Plan and Class Five will be eliminated from the Plan.

**ARTICLE 9
TREATMENT OF CLASS SIX**

9.1 Class Six consists of the Patel Claims. The Claims consists of Allowed Claims in the total amount of \$135,473.61 that are not disputed by the Debtor. Patel has asserted additional claims in the approximate amount of \$100,000.00 that are Disputed Claims.

9.2 Class Six will receive full payment of the Allowed Claims in the amount of \$135,473.61 on the Distribution Date, unless the Court authorizes payment of the \$135,473.61 from the Net Sale Proceeds before the Distribution Date.

9.3 Class Six will receive no distribution under the Plan on account of the Disputed Claims unless the Disputed Claims are Allowed in a sum certain by a Final Order of the Court.

9.4 In the event, the Court resolves the Disputed Claims; determines that there are additional amounts due to Class Six; and Allows the Disputed Claims in a sum certain; the amount allowed by the Court will be paid to Class Six from the proceeds of the Malpractice Claim.

9.5 In the event, the Court resolves the Disputed Claims and determines that there are no additional amounts due to Class Six; Class Six will be deemed paid in full.

**ARTICLE 10
TREATMENT OF CLASS SEVEN**

10.1 Class Seven consists of Unsecured Claims. There are 28 Claims in Class Seven totaling \$190,711.79.

10.2 Class Seven will receive the following treatment under the Plan. Class Seven Creditors will receive forty percent (40%) of the Allowed Amount of their Claims from the Net Sale Proceeds on the Disbursement Date. The Disbursing Agent will make the distribution to Class Seven from the Disbursement Account. Class Seven Creditors will not receive interest on their Claims.

10.3 If any distribution to a Class Seven Creditor is returned to the Disbursing Agent as undeliverable, no further distributions to such Class Seven Creditor shall be made unless the Disbursing Agent is notified by the Creditor of such Creditor's current address. If the disbursement is not claimed by the Class Seven Creditor within thirty days of the Disbursement Date, the funds will revert to Debtor.

10.4 The Debtor's payment obligation to Class Seven Creditors under the Plan will be completed when the Disbursing Agent has mailed Class Seven Creditors 40% of the Allowed Amount of their Claims

**ARTICLE 11
TREATMENT OF CLASS EIGHT**

11.1 Class Eight consists of Insider Unsecured Claims. The Class Eight Claims total \$712,345.27. The Claims are Disputed Claims.

11.2 Class Eight will receive the following treatment under the Plan. Class Eight will receive eight percent (8%) of the Allowed Amount of its Claims from the Net Sale Proceeds on the Final Disbursement Date. The Disbursing Agent will make the distribution to Class Eight from the Disbursement Account. Class Eight will not receive interest on its Claims.

11.3 If any distribution to the Class Eight Creditor is returned to the Disbursing Agent as undeliverable, no further distributions to the Class Eight Creditor shall be made unless the Disbursing Agent is notified by the Creditor of such Creditor's current address. If the disbursement is not claimed by the Class Eight Creditor within thirty days of the Disbursement Date, the funds will revert to Debtor.

11.4 The Debtor's payment obligation to the Class Eight Creditor under the Plan will be completed when the Disbursing Agent has mailed Class Eight Creditor eight percent 8% of the Allowed Amount of its Claims.

ARTICLE 12 TREATMENT OF CLASS NINE

12.1 Class Nine consists of the interests of the Debtor in property of the estate; Marital Assets, Net Sale Proceeds and Exempt Assets.

12.2 The Debtor will retain her interests in her vehicle, retirement accounts; the Malpractice Case and the Personal Injury Case. The Debtor will also receive a disbursement for the personal injury funds in the amount of \$15,000.00 and cash on hand in the amount of \$4,000.00. The disbursement will be made on the Effective with any balance due on the Disbursement Date. The Debtor will retain her interest in any Net Sale Proceeds and Marital Assets that are not distributed to Creditors under the Plan. The Debtor will receive any balance that remains in the Disbursement Account after the payment of Administrative Claims and the Claims of Classes Seven and Eight.

12.3 On the Effective Date, all property of the Debtor's estate under Section 541(a) of the Code, is vested in the Debtor as provided by Section 1141 of the Code free and clear of all claims, liens, encumbrances, charges or any other interests of Creditors.

ARTICLE 13 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

13.1 Any executory contract or unexpired lease that the Debtor entered into prior to the Petition Date (that was not assumed or rejected by Final Order of the Court on or before the Confirmation Date or rejected pursuant to Section 365(d)(3) of the Code or by Final Order of the Court prior to the Confirmation Date) shall be rejected on the Effective Date in accordance with the applicable provisions of Sections 365 and 1123 of the Code.

ARTICLE 14 IMPLEMENTATION OF THE PLAN

14.1 The payments under the Plan will be funded by the Debtor's cash on hand and the Net Sale Proceeds.

14.2 The Net Sale Proceeds in the amount of \$492,780.34 were deposited with the United States Bankruptcy Court on May 16, 2016.

14.3 Any funds on deposit with the United States Bankruptcy Court, which have not been disbursed prior to the Effective Date, will be transferred to the Disbursement Account within five (5) Business Days of the Effective Date.

14.4 The Disbursing Agent will make the disbursements to Creditors provided by the Plan from the Disbursement Account on the Disbursement Date.

14.5 On the Disbursement Date, the Plan will be substantially consummated when payments are made to Creditors under the Plan.

**ARTICLE 3
REPRESENTATIONS AND DISCLAIMERS**

A. REPRESENTATIONS.

No representations concerning the Debtor or the Plan (including the Debtor's future income or the value of the Debtor's assets) are authorized other than as set forth in this Disclosure Statement. Any representations, solicitations or inducements to secure a Creditor's acceptance of the Plan that is not contained in this Disclosure Statement should not be relied upon.

B. DISCLAIMERS

The information (including financial information) contained in this Disclosure Statement has been provided by the Debtor. The information contained herein has not been subject to a certified audit. A certified audit would assure the complete accuracy of financial information. Therefore, the Debtor is unable to warrant or represent that the information contained herein is without any inaccuracy although all such information is accurate to the Debtor's best knowledge, information and belief.

The court has not verified the accuracy of the information contained in this Disclosure Statement. The Court's approval of this Disclosure Statement does not imply that the court endorses or approves the Plan, but only that if the information is accurate, it is sufficient to provide an adequate basis for creditors to make informed decisions whether to approve or reject the Plan.

**ARTICLE 4
INFORMATION ABOUT THE DEBTOR,
THE DIVORCE LITIGATION AND THE BANKRUPTCY PROCEEDINGS**

Debtor is an individual who was not eligible for a chapter 13 bankruptcy proceeding due to the amount of the Debtor's liabilities. Debtor is a party to a bitter and expensive divorce

proceeding. The proceedings: In the marriage of Patel, case no 08 D 10380 in the Circuit Court of Cook County have been consolidated with four other actions: 08 D 10796; 11 L 9281; 11 L 9614; 12 L 13698.

The Circuit Court of Cook County entered a Judgment for Dissolution of Marriage on August 9, 2011. The Circuit Court determined which assets were marital and which were non-marital. The Circuit Court determined that the Debtor would receive 55% of the marital estate. The court order awarding the Debtor 55% of the marital estate is a final order.

During the divorce proceedings, the Debtor was represented by multiple law firms. The Circuit Court determined the amounts that were due to several law firms for attorney's fees in the Judgment for Dissolution of Marriage. There were also fees due to the child's representative. The Debtor was also responsible for a portion of attorney's fees for her ex-husband's attorney.

The Debtor's father claims that the Debtor owes him a sizeable sum for the amounts he contributed to pay her attorney's fees during the divorce proceedings. The Debtor's father holds judgments against the Debtor. However, the claims are disputed. The judgments and the claims asserted by the Debtor's father were the subject of bitter disputes during the Divorce Case about whether or not the father's claims were valid debts.

There is also pending additional litigation which resulted from the Debtor's divorce. There is a lawsuit against one of the Debtor's former law firms for legal malpractice which is ongoing.

The preponderance of the Debtor's liabilities result from claims for attorney's fees or result from her father's claims for the payment of attorney's fees. The Debtor owes approximately \$85,000.00, without reduction for objections to the claims, for personal debts such as credit cards.

At the time the chapter 11 case was filed, the Debtor's potential liability for claims resulting from her attorney's fees, her ex-husband's attorney's fees, the child representative's fees and her father's claims for the payment of attorney's fees exceeded \$1,100,000.00.

On August 11, 2011, the Divorce Decree awarded the Debtor \$769,742.26. The Debtor received \$178,955.13 and the right to transfer the retirement accounts awarded to her by the court. The Debtor also received approximately \$20,000.00 from a retirement account to repair her car. The Debtor was not able to receive her portion of the marital estate because the Marital Home was not sold and the litigation amongst her lawyers, her ex-husband's lawyers and her father could not be resolved to permit the funds to be distributed and the matter closed.

The chapter 11 case was filed on May 14, 2015 to liquidate the Debtor's marital estate; determine the amount of the claims against her; provide for the payment of those claims to the extent possible from the sale of the Marital Home; and permit the Debtor to obtain a discharge.

ARTICLE 5 FINANCIAL INFORMATION

A. ASSETS AND LIABILITIES ON THE PETITION DATE

The following is a summary of the Debtor's assets and liabilities as of May 14, 2015, the date the chapter 11 case was filed. Creditors are directed to the Schedules of Assets and Liabilities and Statement of Financial Affairs filed by the Debtor for detailed financial information about the Debtor.

Assets (As of May 14, 2015)

a.	Real estate	\$1,175,000.00
b.	Cash on hand	\$39,166.87
c.	Household Goods	\$1,000.00
d.	Wearing Apparel	\$500.00

e.	Retirement Accounts	\$176,784.09
f.	Automobiles	\$16,000.00
g.	Tax Refund	\$600.00

Total Assets ***\$1,409,050.96***

Liabilities (As of May 14, 2015)

Secured Claims	\$461,844.00
Priority claims	\$83,855.65
Unsecured Claims	\$1,178,447.15

Total Liabilities ***\$1,724,146.80***

B. ASSETS AND LIABILITIES FOR THE LIQUIDATION PLAN

A Summary of the Treatment of Claims is attached to this Disclosure Statement as Exhibit B.

The Summary lists the current amount of the Debtor's liabilities; identifies the claims that are disputed and details the amounts creditors will receive under the Plan. The Plan will be funded by the sale of the Marital Home. The Debtor filed a motion for the Court's approval to sell the Marital Home. The motion was granted and the sale took place on May 13, 2016. The sale of the Marital Home should result in at least \$250,000.00 that will be used to fund the Plan.

The Plan proposed by the Debtor aims to determine the actual amount of, and resolve, disputed claims. The Plan contemplates that the litigation amongst the parties will come to an end. The Marital Home will be sold permitting a final distribution of the Debtor's marital estate to her creditors. The Debtor will receive a discharge of her debts. Secured Creditors and Priority Tax Creditors will be paid in full. Unsecured Creditors will receive forty percent of the Allowed Amount of their claims; with the exception of the Debtor's father who will receive eight percent (8%). The Debtor's ex-husband will receive at least \$135,000.00 in undisputed claims from the sale of the Marital Home, plus an additional \$103,000 that is his portion of the marital estate.

A copy of the Debtor's Schedule B and Schedule C are attached to this Disclosure Statement as Group Exhibit C. A Liquidation Analysis is attached to this Disclosure Statement as Exhibit D. If this case were converted to a chapter 7 case, Unsecured Creditors would receive less than fifteen (15%) percent. The Plan of Liquidation proposed by the Debtor is the better alternative for the Debtor and her creditors.

ARTICLE 6 PROCEDURAL MATTERS

A. VOTING PROCEDURES

This Disclosure Statement is intended, among other things, to assist Creditors whose claims are impaired in evaluating the Plan and in determining whether to vote to accept or reject the Plan.

As the holder of a Claim against the Debtor, your vote on this Plan is very important. In order for the Plan to be accepted, it must be accepted or deemed accepted by each Class of Claims contained in the Plan. The Creditors that hold Allowed Claims are entitled to vote on the Plan. In determining acceptance of the Plan, the votes of the following types of Creditors will be counted:

- (i) If a vote is submitted by a Creditor who holds a Claim in a Class that is impaired under the Plan and who has filed a proof of claim to which there has been no objection filed by the Debtor.
- (ii) If a vote is submitted by a Creditor whose Claim is scheduled by the Debtor as undisputed, noncontingent and liquidated.
- (iii) If a vote is submitted by a Creditor whose Claim has been objected to by the Debtor, or has been scheduled by the Debtor as disputed, contingent or unliquidated, but the claim has been temporarily allowed by the court for the purposes of accepting or rejecting the Plan.

Creditors entitled to vote, may vote by completing, dating, signing and mailing or delivering the Ballot which is attached to this Disclosure Statement as Exhibit E to:

Clerk of the United States Bankruptcy Court
219 South Dearborn Street
Room 710
Chicago, Illinois 60604

The court has ordered that the Ballots indicating Creditors' acceptance or rejection of the Plan must be filed with the court on or before 4:30 p.m. on _____, 2016 in order to be counted

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of Creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes. "Cram down" is discussed later.

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan. Since the Debtor is an individual, her interests are placed in one class which is deemed to accept the Plan.

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by 1129(b) of the Code. A Plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of 1129(a)(8) of the Code, does not

“discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

B. CONFIRMATION STANDARDS

As a general rule, in order for a Plan to be confirmed, the Plan must be accepted by the classes of claims that are impaired by the Plan. A class of claims accepts the Plan if Creditors that hold at least two-thirds in amount and more than one-half in number of the allowed Claims in the Class vote to accept the Plan. At the confirmation hearing, the Court will enter an Order confirming the Plan: (1) if sufficient acceptances of the Plan by the holders of claims have been received, and (2) if all conditions to confirmation of the Plan and all the statutory requirements of section 1129 of the Code have been met. The Plan will thereafter become effective and binding on the “Effective Date” as defined in the Plan.

An objection to confirmation of the Plan must be in writing, filed with the Court and a copy must be served on the Debtor, at the office of Debtor’s attorney at the address below on or before _____, 2016. If any objections to confirmation of the Plan are filed by one or more Creditors, the Debtor will be required to resolve the objection with each Creditor or have the objection overruled by the Court, before the Plan can be confirmed.

Karen J. Porter
PORTER LAW NETWORK
230 West Monroe, Suite 240
Chicago, Illinois 60606

C. EFFECT OF CONFIRMATION OF THE PLAN

The provisions of the confirmed Plan are binding on the Debtor and any Creditor, whether or not the Creditor accepted the Plan. Unless the terms of the Plan provide otherwise, the confirmation

of the Plan vests all property of the chapter 11 estate in the Debtor. The Debtor will be discharged from any debt that arose before confirmation of the Plan in accordance with the provisions of section

1141(d)(5) when the court grants the Debtor a discharge after the payments under the Plan have been completed. After the Effective Date of the Plan, the Plan is binding upon Creditors and the Claims of Creditors will be limited to the debts imposed by the Plan.

Notwithstanding the entry of the Confirmation Order or the Effective Date having occurred, the Court will retain jurisdiction (a) to determine any Disputed Claims, (b) to determine requests for payment of Claims entitled to priority under Section 507(a)(1) of the Code, including compensation and reimbursement of expenses of parties entitled thereto, (c) to resolve controversies and disputes regarding interpretation and implementation of the Plan, (d) to enter orders in aid of consummation of the Plan, including, without limitation, appropriate orders (which may include contempt or other sanctions) to protect the Debtor, (e) to modify the Plan pursuant to Section 1127 of the Code, (f) to determine any and all applications, Claims, adversary proceedings and contested or litigated matters pending on the Effective Date, (g) to allow, disallow, estimate, liquidate or determine any Claim against the Debtor that arose before the Confirmation Date, (h) to determine any and all pending applications for the rejection or disaffirmance of executory contracts or unexpired leases, or for the assignment of assumed executory contracts and unexpired leases, and to

hear and determine any and all claims arising therefrom, (i) to hear and determine any disputes or controversy in respect of any pre-confirmation tax liability of the Debtor, and (j) to enter a final decree closing the Case.

Respectfully submitted,

AMY E. SINES-PATEL
By: /s/Karen J. Porter
One of her Attorneys

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EXHIBITS TO THE DISCLOSURE STATEMENT

Exhibit A	Plan of Reorganization
Exhibit B	Summary of Treatment of Claims
Group Exhibit C	Schedules B and C
Exhibit D	Liquidation Analysis
Exhibit E	Ballot

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
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Amy E. Sines-Patel) Case No. 15-17229
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Debtor) Judge Timothy A. Barnes

MODIFIED PLAN OF LIQUIDATION DATED MAY 19, 2016

Amy E. Sines-Patel proposes the following Plan of Liquidation to her Creditors pursuant to Section 1121(a) of the Bankruptcy Code, 11 U.S.C. §1121(a).

Karen J. Porter
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TABLE OF CONTENTS

	Page
Article 1. Rules of Construction and Definitions.....	3
Article 2. Classification and Impairment of Claims and Interests.....	7
Article 3. Treatment of Administrative and Priority Claims.....	8
Article 4. Treatment of Class One: Secured Claim of Old Second National Bank	8
Article 5. Treatment of Class Two: Secured Claim of Rinella and Rinella.....	9
Article 6. Treatment of Class Three: Secured Claim of David Pasulka.....	9
Article 7. Treatment of Class Four: Secured Claim of Coladarci and Coladarci.....	9
Article 8. Treatment of Class Five: Secured Claims: Personal Injury Case.....	10
Article 9. Treatment of Class Six: Patel Claims.....	10
Article 10. Treatment of Class Seven: Unsecured Claims.....	10
Article 11. Treatment of Class Eight: Insider Claims.....	11
Article 12. Treatment of Class Nine: Interests of the Debtor.....	11
Article 13. Executory Contracts and Unexpired Leases.....	12
Article 14. Implementation of the Plan.....	12
Article 15. Claims and Causes of Actions.....	13
Article 16. Modification of the Plan.....	13
Article 17. Effect of Confirmation.....	14
Article 18. Retention of Jurisdiction.....	14
Article 19. Notices and Miscellaneous Provisions.....	15
Article 20. Other Materials.....	17

ARTICLE 1 RULES OF CONSTRUCTION

For purposes of this Plan and unless otherwise indicated herein, the rules set forth below shall be applied in the event the Plan is construed by any Court, Creditor or other party in interest.

1.1 A word, phrase, or term that is used in the Plan and is not defined in this Article, but is defined in Section 101 of the Code, or used in another section of the Code, shall have the meaning or construction that applies to the word, phrase or term as defined or used in the Code.

1.2 Capitalized terms in the Plan shall at all times refer to the terms as defined in this Article.

1.3 Captions: The captions used in the Plan are for convenience only and shall not affect the construction of the Plan.

1.4 Unless otherwise indicated, the words herein, hereof and thereunder and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan.

DEFINITIONS

For purposes of this Plan a capitalized term that is used herein shall refer to and have the meaning of the term that is set forth and is defined below:

1.5 **Administrative Claim:** Any claim for any cost or expense of administration in connection with the Chapter 11 case, in accordance with Section 503(b) of the Code, including, without limitation:

- (a) The actual, necessary costs and expenses of preserving the Debtor's estate;
- (b) The full amount of all claims for allowances of compensation for legal or other professional services or reimbursement of costs and expenses under Section 330 or Section 503(b) of the Code or otherwise allowed by the Bankruptcy Court;
- (c) All fees and charges assessed against the Debtor's estate under Chapter 123 of Title 28, United States Code; and
- (d) Expenses incurred by the Debtor in connection with this case, including the cost of appraisal fees, attorney fees and expenses incurred in obtaining a confirmed plan, in such amount as the Court shall allow, shall be deemed administrative expenses pursuant to Section 503(b) of the Code for the purposes of this Plan.

1.6. **Allowed Amount:** means the amount of an Allowed Claim.

1.7 **Allowed Claim:** shall mean a claim against the Debtor to the extent that: (a) a proof of such claim or interest was (i) timely filed; (ii) deemed filed pursuant to Section 1111(a) of the Code; and (b)(i) which is not objected to or (ii) which is allowed (and only to the extent allowed) by a Final Order of the Court.

1.8 **Bankruptcy Code:** means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §101, et. seq.

1.9 **Bankruptcy Rules:** means (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, (b) the Federal Rules of Civil Procedure, as amended and (c) the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois.

1.10 **Business Day:** Any day that is not a Saturday, Sunday or legal holiday as defined by Section 101(5) of the Code.

1.11 **Case:** The chapter 11 case number 15-17229 filed by the Debtor on the Petition Date.

1.12 **Causes of Action:** mean any and all actions, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, in law, equity or otherwise, including all actions under chapter 5 of the Bankruptcy Code.

1.13 **Claim:** A claim against the Debtor as defined by Section 101(5), whether or not asserted and whether or not proof of which is filed.

1.14 **Class:** A category of holders of Claims or Interests specified in Article 2 of the Plan.

1.15 **Confirmation Date:** The date the Confirmation Order is entered by the Court in accordance with the provisions of the Code; provided, however, that if the Confirmation Order is stayed on a motion pending appeal, then the Confirmation Date shall be the date the Final Order vacating such stay is entered by the Court.

1.16 **Confirmation Order:** The Order of the Court confirming the Plan pursuant to Section 1129 of the Code.

1.17 **Court:** The United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, including the United States Bankruptcy Judge presiding in this case or any other Court that may have jurisdiction over this Chapter 11 case.

1.18 **Creditor:** An entity that is the holder of a Claim against the Debtor that arose on or before the Petition Date.

1.19 **Debtor:** The individual Amy E. Sines-Patel who is the debtor who commenced the Case.

1.20 **Disclosure Statement:** That certain disclosure statement approved by a Final Order of the Court in this Chapter 11 case to accompany the Plan.

1.21 **Disallowed Claim:** Any Claim which is disallowed by a Final Order of the Court.

1.22 **Disbursement Account:** The account that will be established by the Debtor which will be administered by the Disbursing Agent for the purpose of the making disbursements provided by Final Order of the Court or the Plan.

1.23 **Disbursing Agent:** Mr. Robert Ward, the accountant employed by the Debtor.

1.24 **Disbursement Date:** August 15, 2016, or the first Business Day that is fifteen (15) days after the Effective Date.

1.25 **Disputed Claim:** Any Claim (i) that the Debtor objects to pursuant to Bankruptcy Rule 3004 and (ii) the objection has not been resolved by a Final Order of the Court allowing or disallowing the Claim.

1.26 **Divorce Case:** The divorce proceeding between the Debtor and Sunil A. Patel pending as Case No. 08 D 10380; consolidated with Case No. 08 D 10796; Case No 11 L 9281; Case No. 11 L 9614; and Case No. 12 L 9614.

1.27 **Divorce Decree:** The Memorandum and Judgment for Dissolution of Marriage issued in the Divorce Case on August 9, 2011.

1.28 **Exempt Assets:** The property of the estate that is exempt pursuant to section 541 of the Code.

1.29 **Effective Date:** August 1, 2016 or the first Business Day that is fifteen (15) days after the date on which the Confirmation Order becomes a Final Order, whichever is later.

1.30 **Final Order:** An order of judgment of the Court which (a) has not been reversed, stayed, vacated, modified or amended, and as to which the time to appeal or seek review or rehearing has expired and as to which any right to appeal, reconsider, reargue, petition for certiorari or rehearing has expired or been waived, as a result of which such order shall have become final in accordance with applicable law or (b) if an appeal, reargument, certiorari or rehearing thereof has been sought, the order of the lower court has been affirmed by the higher court to which the order was appealed or from which the reargument or rehearing was sought or certiorari has been denied and time to take further appeal or to seek certiorari or further reargument or rehearing has expired.

1.31 **Insider Unsecured Claim:** The Unsecured Claims held by James Sines who is the Debtor's father and an insider.

1.32 **Malpractice Case:** The legal malpractice case against Coladarci and Coladarci.

1.33 **Marital Assets:** The assets awarded to the Debtor by the Divorce Decree.

1.34 **Marital Home:** The real property located at 8638 Johnston Road, Burr Ridge, Illinois.

1.35 **Net Sale Proceeds:** The proceeds from the sale of the Marital Home after the amounts are deducted for the payment of mortgage claims; brokerage commissions; the usual and customary costs of sale, and any other amounts that are authorized to be paid from the sale proceeds by a Final Order of the Court.

1.36. **Patel Claims:** The claims held by Sunil A. Patel.

1.37 **Personal Injury Case:** The personal injury lawsuit resulting from the Debtor's car accident.

1.38 **Petition Date:** May 14, 2015, the date on which the Debtor filed the voluntary petition commencing the chapter 11 case.

1.39 **Plan:** The Plan of Liquidation proposed by the Debtor either in its present form or as it may be amended or modified from time to time.

1.40 **Priority Claim:** An Allowed Claim that is entitled to priority under Section 507(a) of the Code.

1.41 **Priority Tax Debt:** An Allowed Claim that is owed to a governmental unit and entitled to priority under Section 507(a)(8) of the Code.

1.42 **Pro Rata:** The proportion that the amount of a Claim in a particular Class bears to the aggregate amount of all Claims which are entitled to receive distribution under the Plan in that Class.

1.43 **Sale Date:** May 13, 2016, the date the Marital Home was sold.

1.44 **Secured Claim:** Any Claim that is an amount equal to the lesser of the Allowed Claim of that creditor or the value of the Property, as determined by the Court Pursuant to 11 U.S.C. §506, minus the amount of any Allowed Claim secured by a senior lien against the same Property, unless the holder of the claim elects pursuant to Section 1111(b) in which event the Allowed Secured Claim shall be equal to the Allowed Claim.

1.45 **Unsecured Claim:** Any Claim that is not an Administrative Claim, an Insider Claim; a Priority Claim, or a Secured Claim any against the Debtor.

1.46 **Unsecured Deficiency Claim:** That portion of a Secured Claim that is an Unsecured Claim pursuant to Section 506(a)(1) of the Code as set forth in the proof of claim filed by the Creditor or determined by the Court.

ARTICLE 2 CLASSIFICATION AND IMPAIRMENT OF CLAIMS AND INTERESTS

2.1 Administrative Claims are not classified by the Plan pursuant to Section 1123(a)(1) of the Code. The holders of Administrative Claims are not entitled to vote.

2.2 Priority Claims are not classified by the Plan pursuant to Section 1123(a)(1) of the Code. The holders of Priority Claims are not entitled to vote.

2.3 All Claims are placed in one of the following Classes of Claims.

A. **Class One** consists of the Secured Claim held by Old Second National Bank. Class One is unimpaired by the Plan.

B. **Class Two** consists of the Secured Claim held by Rinella & Rinella. Class Two is impaired by the Plan.

C. **Class Three** consists of the Secured Claim held by David Pasulka. Class Three is impaired by the Plan.

D. **Class Four** consists of the Secured Claim held by Coladarci and Coladari. Class Four is impaired by the Plan.

E. **Class Five** consists of the Secured Claims held by the holders of claims against the Personal Injury Case. Class Five is impaired by the Plan.

F. **Class Six** consists of the Unsecured Claims held by Sunil Patel. Class Six is impaired by the Plan.

G. **Class Seven** consists of Unsecured Claims that are not in Classes Six or Eight. Class Seven is impaired by the Plan.

H. **Class Eight** consists of the Insider Unsecured Claims held by James Sines, who is the Debtor's father and an insider pursuant to section 101(31) of the Code. Class Eight is impaired by the Plan.

I. **Class Nine** consists of the interests of the Debtor in property of the estate; Marital Assets and Exempt Assets.

2.4 Any claim that is a Disallowed Claim, and any Claim that becomes a Disallowed Claim after the Effective Date shall not be classified herein and the holder thereof shall receive no distribution under the Plan.

2.5 There shall be no other Classes of Claims unless the Plan is modified by the Debtor or by Final Order of the Court to provide for additional or different classes of Claims.

2.6 Any Class that does not contain any Allowed Claims or any Claims temporarily allowed for voting purposes under Bankruptcy Rule 3018, as of the date of the commencement of the Confirmation Hearing, shall be deemed to have been deleted from this Plan for purposes of (a) voting to accept or reject this Plan, and (b) determining whether it has accepted or rejected the Plan under section 1129(a)(8) of the Bankruptcy Code.

ARTICLE 3 TREATMENT OF ADMINISTRATIVE AND PRIORITY CLAIMS

3.1 Unless the holder of the Claim agrees otherwise, any Administrative Claim that is due and unpaid on the Effective Date, and that is allowed by the Court, including quarterly fees due to the United States Trustee will be paid in full on the Disbursement Date.

3.2 Quarterly Fees that become due to the United States Trustee will be paid as they become due until the Case is closed or dismissed.

3.3 Unless the holder of the Administrative Claim agrees otherwise, any Administrative Claim that is allowed by the Court after the Effective Date will be paid in full as provided by the Final Order of the Court authorizing the payment of such Administrative Claim.

3.4 Unless the holder of the Priority Tax Claim agrees otherwise, the Allowed Amount of any Priority Tax Claim will be paid in full, plus statutory interest and penalties on the Disbursement Date.

ARTICLE 4 TREATMENT OF CLASS ONE

4.1 Class One is the Secured Claim held by Old Second National Bank. It was secured by the Marital Home. It is an Allowed Secured Claim in the amount of \$461,844.79.

4.2 The Class One Claim was paid in full on the Sale Date. The amount that the Debtor owes Class One is zero. Class One shall be deemed paid in full and unimpaired by the Plan. Class One is deemed to accept the Plan.

**ARTICLE 5
TREATMENT OF CLASS TWO**

5.1 Class Two is the Secured Claim held by Rinella and Rinella. It was secured by the Marital Home. It is an Allowed Secured Claim in the amount of \$28,927.39.

5.2 Class Two will retain the liens and security interests it holds against the Net Sale Proceeds. The Allowed Amount of the Class Two Claim will be paid from the Net Sale Proceeds on the Disbursement Date.

5.3 In the event the Class Two Claim is paid in full on the date that the hearing on the confirmation of the Plan is commenced and the amount that the Debtor owes Class Two is zero; Class Two shall be deemed paid in full and unimpaired by the Plan. Class Two will be deemed to accept the Plan.

**ARTICLE 6
TREATMENT OF CLASS THREE**

6.1 Class Three is the Secured Claim held by David Pasulka. It was secured by the Marital Home. It is an Allowed Secured Claim in the amount of \$20,157.50.

6.2 Class Three will retain the liens and security interests it holds against the Net Sale Proceeds. The Allowed Amount of the Class Three Claim will be paid from the Net Sale Proceeds on the Disbursement Date.

6.3 In the event the Class Three Claim is paid in full on the date that the hearing on the confirmation of the Plan is commenced and the amount that the Debtor owes Class Three is zero; Class Three shall be deemed to accept the Plan.

**ARTICLE 7
TREATMENT OF CLASS FOUR**

7.1 Class Four is the Secured Claim held by Coladarci and Coladarci. It was secured by the Marital Home. It is a Disallowed Claim. The amount of the Class Four Claim is zero.

7.2 Class Four will have no right to vote to accept or reject the Plan. Class Four will receive no distribution under the Plan.

7.3 On the Confirmation Date, the Debtor, the Marital Residence and the Net Sale Proceeds shall be released and discharged of any and all claims or obligations to Class Four.

**ARTICLE 8
TREATMENT OF CLASS FIVE**

8.1 Class Five are the Secured Claim held by the Law Office of Neil Green; Nationwide Insurance Company; Philip J. Berenz and Blue Cross Blue Shield. The Claims are secured by the Personal Injury Case.

8.2 Class Five will retain the liens and security interests it holds against the Personal Injury Case. The Allowed Amount of the Class Five Claims will be paid from the proceeds of the Personal Injury Case.

8.3 In the event there are no proceeds from the Personal Injury Case; Class Five will receive no distribution under the Plan and Class Five will be eliminated from the Plan.

**ARTICLE 9
TREATMENT OF CLASS SIX**

9.1 Class Six consists of the Patel Claims. The Claims consists of Allowed Claims in the total amount of \$135,473.61 that are not disputed by the Debtor. Patel has asserted additional claims in the approximate amount of \$100,000.00 that are Disputed Claims.

9.2 Class Six will receive full payment of the Allowed Claims in the amount of \$135,473.61 on the Distribution Date, unless the Court authorizes payment of the \$135,473.61 from the Net Sale Proceeds before the Distribution Date.

9.3 Class Six will receive no distribution under the Plan on account of the Disputed Claims unless the Disputed Claims are Allowed in a sum certain by a Final Order of the Court.

9.4 In the event, the Court resolves the Disputed Claims; determines that there are additional amounts due to Class Six; and Allows the Disputed Claims in a sum certain; the amount allowed by the Court will be paid to Class Six from the proceeds of the Malpractice Claim.

9.5 In the event, the Court resolves the Disputed Claims and determines that there are no additional amounts due to Class Six; Class Six will be deemed paid in full.

**ARTICLE 10
TREATMENT OF CLASS SEVEN**

10.1 Class Seven consists of Unsecured Claims. There are 28 Claims in Class Seven totaling \$190,711.79.

10.2 Class Seven will receive the following treatment under the Plan. Class Seven Creditors will receive forty percent (40%) of the Allowed Amount of their Claims from the Net Sale Proceeds on the Disbursement Date. The Disbursing Agent will make the distribution to Class Seven from the Disbursement Account. Class Seven Creditors will not receive interest on their Claims.

10.3 If any distribution to a Class Seven Creditor is returned to the Disbursing Agent as undeliverable, no further distributions to such Class Seven Creditor shall be made unless the Disbursing Agent is notified by the Creditor of such Creditor's current address. If the disbursement is not claimed by the Class Seven Creditor within thirty days of the Disbursement Date, the funds will revert to Debtor.

10.4 The Debtor's payment obligation to Class Seven Creditors under the Plan will be completed when the Disbursing Agent has mailed Class Seven Creditors 40% of the Allowed Amount of their Claims

ARTICLE 11 TREATMENT OF CLASS EIGHT

11.1 Class Eight consists of Insider Unsecured Claims. The Class Eight Claims total \$712,345.27. The Claims are Disputed Claims.

11.2 Class Eight will receive the following treatment under the Plan. Class Eight will receive eight percent (8%) of the Allowed Amount of its Claims from the Net Sale Proceeds on the Final Disbursement Date. The Disbursing Agent will make the distribution to Class Eight from the Disbursement Account. Class Eight will not receive interest on its Claims.

11.3 If any distribution to the Class Eight Creditor is returned to the Disbursing Agent as undeliverable, no further distributions to the Class Eight Creditor shall be made unless the Disbursing Agent is notified by the Creditor of such Creditor's current address. If the disbursement is not claimed by the Class Eight Creditor within thirty days of the Disbursement Date, the funds will revert to Debtor.

11.4 The Debtor's payment obligation to the Class Eight Creditor under the Plan will be completed when the Disbursing Agent has mailed Class Eight Creditor eight percent 8% of the Allowed Amount of its Claims.

ARTICLE 12 TREATMENT OF CLASS NINE

12.1 Class Nine consists of the interests of the Debtor in property of the estate; Marital Assets, Net Sale Proceeds and Exempt Assets.

12.2 The Debtor will retain her interests in her vehicle, retirement accounts; the Malpractice Case and the Personal Injury Case. The Debtor will also receive a disbursement for

the personal injury funds in the amount of \$15,000.00 and cash on hand in the amount of \$4,000.00. The disbursement will be made on the Effective with any balance due on the Disbursement Date. The Debtor will retain her interest in any Net Sale Proceeds and Marital Assets that are not distributed to Creditors under the Plan. The Debtor will receive any balance that remains in the Disbursement Account after the payment of Administrative Claims and the Claims of Classes Seven and Eight.

12.3 On the Effective Date, all property of the Debtor's estate under Section 541(a) of the Code, is vested in the Debtor as provided by Section 1141 of the Code free and clear of all claims, liens, encumbrances, charges or any other interests of Creditors.

ARTICLE 13 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

13.1 Any executory contract or unexpired lease that the Debtor entered into prior to the Petition Date (that was not assumed or rejected by Final Order of the Court on or before the Confirmation Date or rejected pursuant to Section 365(d)(3) of the Code or by Final Order of the Court prior to the Confirmation Date) shall be rejected on the Effective Date in accordance with the applicable provisions of Sections 365 and 1123 of the Code.

ARTICLE 14 IMPLEMENTATION OF THE PLAN

14.1 The payments under the Plan will be funded by the Debtor's cash on hand and the Net Sale Proceeds.

14.2 The Net Sale Proceeds in the amount of \$492,780.34 were deposited with the United States Bankruptcy Court on May 16, 2016.

14.3 Any funds on deposit with the United States Bankruptcy Court, which have not been disbursed prior to the Effective Date, will be transferred to the Disbursement Account within five (5) Business Days of the Effective Date.

14.4 The Disbursing Agent will make the disbursements to Creditors provided by the Plan from the Disbursement Account on the Disbursement Date.

14.5 On the Disbursement Date, the Plan will be substantially consummated when payments are made to Creditors under the Plan.

ARTICLE 15
CLAIMS AND CAUSES OF ACTIONS

15.1 Pursuant to Section 1123(b)(3) of the Code, the Debtor shall retain the right to, and may, enforce any and all Claims, Causes of Actions or Interests, which belong to the Debtor or to the estate, including objections to Claims and avoidance actions on behalf of the estate.

15.2 Objections to Claims. Nothing contained herein, however, shall limit the Debtor's right to object to Claims, if any, that are filed or amended after the commencement of the Confirmation Hearing. The failure by the Debtor to object to, or examine, any Claim for purposes of voting shall not be deemed a waiver of the Debtor's right to object to or re-examine the Claim in whole or in part for any other purpose, including, but no limited to, distributions of property under the Plan.

15.3 Disputed Claims. Notwithstanding any other provision of this Plan, if any portion of a Claim is a Disputed Claim, the Debtor shall make no distribution or payment thereon unless and until each portion of the Disputed Claim becomes an Allowed Claim.

15.4 Transfer of Claims. In the event that the holder of any Claim shall transfer such claim, it shall immediately notify the Debtor's counsel in writing of such transfer. The Debtors counsel shall be entitled to assume that no transfer of any Claim has been made unless and until Debtor's counsel and the Debtor shall have received written notice to the contrary. Each transferee of any Claim shall take such Claim subject to the provisions of the Plan and subject to any request made, waiver or consent given or other action taken hereunder. Except as otherwise expressly provided in such notice, the Debtor shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers of the transferor under the Plan.

ARTICLE 16
MODIFICATION OF THE PLAN

16.1 The Plan may be amended or modified by the Debtor at any time prior to the Confirmation Date as provided by Section 1127 of the Code.

16.2 The Plan may be modified by the Debtor or the Court at any time after the Confirmation Date and before its substantial consummation, provided that such Plan, as modified, meets the requirement of Sections 1122 and 1123 of the Code, and the Court, after notice and hearing, confirms such Plan, as modified, under Section 1129 of the Code.

16.3 A holder of a Claim that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time specified by the Court, such holder changes its previous acceptance or rejection.

ARTICLE 17
EFFECT OF CONFIRMATION

17.1 Discharge: Except as otherwise expressly provided in the Plan, the confirmation of the Plan by Final Order of the Court shall bind all holders of Claims and Interests, whether or not they accept the Plan. In addition, except as otherwise provided in the Plan, or by a Final Order of the Court, the Debtor will be discharged as to each holder of a Claim receiving or entitled to receive any distribution under this Plan in respect of any direct or indirect right or Claim such holder had or may have had against the Debtor as provided by section 1141(d)(5) of the Code.

17.2 Injunction: Except as expressly provided in the Plan, upon the Effective Date of the Plan, there shall be a permanent injunction against any Creditor commencing or continuing any action, employment of process, or any other act to collect, offset or recover any Claim, Interest, Cause of Action or legal or equitable right, unless provided for by the Plan or the Confirmation Order.

17.3 Revesting: All property of the Debtor estate under Section 541(a) of the Code, is vested in the Debtor as provided by Section 1141 of the Code free and clear of all claims, liens, encumbrances, charges and other interests of Creditors.

ARTICLE 18
RETENTION OF JURISDICTION

18.1 Notwithstanding confirmation of the Plan, the Court shall retain jurisdiction, and if closed, the Case may be reopened for the following purposes:

A. To determine and allow Disputed Claims and Unliquidated Claims after objection to such Claims are made by the Debtor.

B. To determine and allow Administrative Claims and requests for payments of compensation to professional persons.

C. To implement the provisions of the Plan, to determine and resolve controversies and disputes regarding interpretation and implementation of the Plan, to enter orders in aid of the consummation of the Plan, the enforcement of Debtor's rights under the Plan or the protection of the interests of the Debtor including, without limitation, appropriate orders which may include contempt or other sanction.

D. To enter orders concerning the sale of the Marital Home under section 363 of the Code.

E. To modify the Plan pursuant to Section 1127 of the Bankruptcy Code.

F. To adjudicate any and all applications, Claims, adversary proceedings, contested or litigated matters pending on the Effective Date and any or all causes of action, contested matters and adversary proceedings brought by the Debtor after the Effective Date.

G. To determine any issue raised by any motions, pleadings or other papers filed with the Court by the Debtor or any party in interest before or after the Confirmation Date.

H. To hear and determine any dispute or controversy with respect to any Claim of the Debtor for a tax liability or any Priority Tax Claim.

I. To determine any and all pending applications for the rejection or disaffirmance of assumed executory contracts and unexpired leases and to hear and determine any and all claims or controversies arising thereunder.

J. To grant the Debtor a discharge.

K. To enter a final decree closing the Debtor's case.

18.2 Term of Injunction or Stays. All injunction or stays provided for in the Case pursuant to Sections 105 or 362 of the Code or otherwise and in effect on the Confirmation Date shall remain in full force and effect until the Debtor is granted a discharge.

18.3 Failure of the Court to Exercise Jurisdiction. If the Court abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter arising out of the Case or concerning the Plan including the matters set forth in this Article, this Article shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE 19 NOTICES AND MISCELLANEOUS PROVISIONS

19.1 Notices: Any notice hereunder to the Debtor must be in writing, and shall be sent by registered or certified mail, postage prepaid to:

Amy E. Sines-Patel
6 Tumblebrook Court
Burr Ridge, Il 60527

Karen J. Porter
Porter Law Network
230 West Monroe, Suite 240
Chicago, Illinois 60606

19.2 Notice to the Disbursing Agent: Any notice hereunder to the Disbursing Agent must be in writing, and shall be sent by registered or certified mail, postage prepaid to:

Robert Ward
Boulder Tax and Accounting
3077 West Jefferson, Suite 207
Joliet, Il 60435

With a copy to:

Amy E. Sines-Patel
6 Tumblebrook Court
Burr Ridge, Il 60527

Karen J. Porter
Porter Law Network
230 West Monroe, Suite 240
Chicago, Illinois 60606

19.3 Unmarked Ballots: Any ballot which is executed by the holder of any Allowed Claim, but which does not indicate acceptance or rejection of the Plan, shall not be counted as a vote either to accept or reject the Plan. Any ballot not returned in accordance with the return instructions on the ballot pertaining to this Plan shall not be counted for voting purposes.

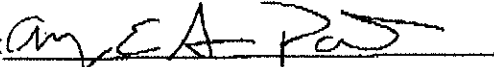
19.4 Severability: Should any provision in the Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

19.5 Successors and Assigns: The rights and obligations of any Creditors or entity thereunder shall be binding upon, and shall inure to the benefit of, the successors or assigns of such Creditor or entity.

**ARTICLE 20
OTHER MATERIALS**

20.1 The attention of Creditors and other parties in interest is directed to the Disclosure Statement and the exhibits thereto.

Respectfully submitted,
AMY E-SINES PATEL

By: 

By: /s/Karen J. Porter
Karen J. Porter
One of her Attorneys

Karen J. Porter
PORTER LAW NETWORK
230 West Monroe, Suite 240
Chicago, Illinois 60606
(312) 372-4400
Fax: (312) 372-4160
Attorney No 6188626

AMY SINES
CASE NO 15-17229
SUMMARY OF TREATMENT OF CLAIMS
MODIFIED PLAN OF LIQUIDATION DATED MAY 19, 2016

CREDITOR	AMOUNT	CLASSIFICATION	TREATMENT
Internal Revenue Service Claim 5-1 Filed 07/30/15	28,620.00	Unsecured Priority Not Classified	Paid in full plus statutory interest and Penalties from Net Sale Proceeds
Illinois Department of Revenue Service	9117.00	Unsecured Priority Not Classified	Paid in full plus statutory interest and penalties from Net Sale Proceeds
Old Second National Bank Claim 3-1 Filed 07/03/15	\$442,400.00	Secured Class One	Paid in full from sale of Marital Home
Claim for Second Mortgage	\$100,400.00	Not classified Not Debtor's obligation	Paid in full from sale of Marital Home
Rinella and Rinella, LTD. Claim 4-1 Filed 07/09/15	\$28,934.44	Secured Class Two	Allowed amount of claim paid from Net Sale Proceeds
David Pasulka Claim 22-1 Filed 09/11/15	\$20,157.50	Secured Class Three Undisputed	Allowed amount of claim paid from Net Sale Proceeds
Coladarci and Coladarci Claim 21-1 Filed 09/11/15	0.00	Secured Class Four Dissallowed	Will receive no distribution under the Plan

Law Office of Neil Green	0.00 Claim secured by personal injury lawsuit	Secured Class Five	Paid from Personal Injury Proceeds
Nationwide Insurance Company	Claim secured by personal injury lawsuit 0.00	Secured Class Five	Paid from Personal Injury Proceeds
Phil Berenz	Claim secured by personal injury lawsuit 0.00	Secured Class Five	Paid from Personal Injury Proceeds
Blue Cross Blue Shield	Claim secured by personal injury lawsuit	Secured Class Five	Paid from Personal Injury Proceeds
Sunil Patel Claim 17-1 Filed 09/11/15	60,035.00	Unsecured Class Six	Paid in full from sale of Marital Home
Sunil Patel No claim filed	75,438.11	Unsecured Class Six	Paid in full from sale of the Marital Home
Sunil Patel Claim 18-2 Filed 09/11/15	25,458.02	Unsecured Class Six Disputed	Allowed amount paid from Malpractice Case
Sunil Patel Claim 19-1 Filed 09/11/15	11,999.00	Unsecured Class Six Disputed	Allowed amount paid from Malpractice Case

Sunil Patel Claim 20-1 Filed 09/11/15	65,516.58	Unsecured Class Six Disputed	Allowed amount paid from Malpractice Case
The Law Offices of Brendan R. Appel, LLC Claim 10-1 Filed 09/09/15	\$63,354.92	Unsecured Class Seven	40% from Net Sale Proceeds \$25,341.96
The Law Offices of Brendan R. Appel, LLC Claim 12-1 Filed 09/09/15	\$33,432.78	Unsecured Class Seven	40% from Net Sale Proceeds \$13,373.11
David Pasulka Claim 22-1 Filed 09/11/15	\$6550.90	Unsecured Class Seven	40% from Net Sale Proceeds \$2620.00
CACH, LLC Claim 1-1 Filed 06/05/15	\$5,847.46	Unsecured Class Seven	40% from Net Sale Proceeds \$2338.98
Cfs2 Inc. Claim 2-1 Filed 07/02/15	\$3,546.15	Unsecured Class Seven	40% from Net Sale Proceeds \$1,418.46
Cavalry SPV I, LLC Claim 6-1 Filed 08/06/15	\$514.51	Unsecured Class Seven	40% from Net Sale Proceeds \$205.80
Cavalry SPV I, LLC Claim 7-1 Filed 08/06/15	\$801.04	Unsecured Class Seven	40% from Net Sale Proceeds \$320.41

Portfolio Recover Associates, LLC Claim 8-1 Filed 08/12/15	\$5,788.18	Unsecured Class Seven	40% from Net Sale Proceeds \$2315.27
Capital One, N. A. Claim 9-1 Filed 09/08/15	\$1,827.88	Unsecured Class Seven	40% from Net Sale Proceeds \$731.52
Porania LLC Claim 11-1 Filed 09/09/15	\$813.08	Unsecured Class Seven	40% from Net Sale Proceeds \$325.23
Portfolio Recover Associates, LLC Claim 14-1 Filed 09/10/15	\$2,181.38	Unsecured Class Seven	40% from Net Sale Proceeds \$872.52
Portfolio Recover Associates, LLC Claim 15-1 Filed 09/10/15	\$654.68	Unsecured Class Seven	40% from Net Sale Proceeds \$261.87
Portfolio Recover Associates, LLC Claim 16-1 Filed 09/10/15	\$8,070.83	Unsecured Class Seven	40% from Net Sale Proceeds \$3228..33
American Express Company Scheduled Filed 06/12/15	\$12,580.00	Unsecured Class Seven	40% from Net Sale Proceeds \$5031.00
Calvary Portfolio Services Scheduled Filed 06/12/15	\$515.00	Unsecured Class Seven	Potential dispute Duplicate claim 40% from Net Sale Proceeds \$206.00
Capital One N. A. Scheduled Filed 06/12/15	\$484.00	Unsecured Class Seven	40% from Net Sale Proceeds \$193.60

CFS2, INC Scheduled Filed 06/12/15	\$3,485.00	Unsecured Class Seven	Potential dispute Duplicate claim 40% from Net Sale Proceeds \$1,394.00
Chase Bank USA, N. A. Scheduled Filed 06/12/15	\$3,941.00	Unsecured Class Seven	40% from Net Sale Proceeds \$1576.40
Comenity Bank/ Sports Scheduled Filed 06/12/15	\$1,325.00	Unsecured Class Seven	40% from Net Sale Proceeds \$530.00
Credit One Bank, N. A. Scheduled Filed 06/12/15	\$813.00	Unsecured Class Seven	40% from Net Sale Proceeds \$325.20
First Premier Bank Scheduled Filed 06/12/15	\$834.00	Unsecured Class Seven	40% from Net Sale Proceeds \$333.60
HSBC Bank USA, N. A. Scheduled Filed 06/12/15	\$2,337.00	Unsecured Class Seven	40% from Net Sale Proceeds \$934.50
Kohl's / Capital One Scheduled Filed 06/12/15	\$1,827.00	Unsecured Class Seven	Potential dispute Duplicate claim 40% from Net Sale Proceeds \$730.80
Midland Funding, LLC Scheduled Filed 06/12/15	\$1,964.00	Unsecured Class Seven	40% from Net Sale Proceeds \$785.60
Portfolio Recovery Associates Scheduled Filed 06/12/15	\$5,912.00	Unsecured Class Seven	Potential dispute Duplicate claim 40% from Net Sale Proceeds \$2364.80

Synchrony Bank/ Walmart Scheduled Filed 06/12/15	\$1684.00	Unsecured Class Seven	40% from Net Sale Proceeds \$673.60
TD Bank USA, N. A. Scheduled Filed 06/12/15	\$14,081.00	Unsecured Class Seven	40% from Net Sale Proceeds \$5632.40
US Bank, N. A. Scheduled Filed 06/12/15	\$3,546.00	Unsecured Class Seven	40% from Net Sale Proceeds \$1,418.40
James V. Sines Claim 13 Filed 09/09/15	\$712,345.27	Unsecured Class Eight	8% from net sale proceeds \$56,987.62

B 6B (Official Form 6B) (12/2007)

In re Amy E. Sines,
Debtor

Case No. 15-17229
(If known)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	Husband, Wife, Joint, Or Community	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Cash and investment accounts awarded in judgment of dissolution of marriage Amount is on deposit with the Circuit Court of Cook County Clerk of the Circuit Court of Cook County		\$8,831.15
		Medical Payments from personal injury claims Monies held by Philip Berenz		\$29,899.72
		Cash on hand at time of case filing		\$200.00
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking: TCF Bank (25.00) Checking: BMO Harris: (211.00)		\$236.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Debtors household goods and furnishings located at parents home No inventory or valuation obtained Value is estimated		\$1,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		One womans wearing apparel		\$500.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

B 6B (Official Form 6B) (12/2007)

In re Amy E. Sines,
Debtor

Case No. 15-17229
(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	Husband, Wife, Joint, Or Community	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		Retirement Assets awarded in judgment for dissolution of marriage Value is as of August 9, 2011		\$176,784.09
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.		Any additional amounts due to award of 55% of marital estate pursuant to judgment of dissolution of marriage. Including percentage of marital residence plus true up funds. Value is as of August 9, 2011 in judgment of dissolution of marriage.		
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

B 6B (Official Form 6B) (12/2007)

In re Amy E. Sines,

Debtor

Case No. 15-17229

(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	Husband, Wife, Joint, Or Community	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Personal Injury Claim for Auto Accident on 10/28/13 Policy Limit is 250,000.00 Suit has not been filed		Unknown
		Interest claims against Sunil Patel for accrued interest on judgment for dissolution of marriage		Unknown
		Malpractice Claim against Coladarci and Coladarci John Coladarci Anne Margaret Coladarci Suit filed no 2102 L 004109		Unknown
		2015 Tax Refund Value based on 2014 tax refund		\$600.00
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories		2008 Lexus RX Value is estimated current value Debtor awarded vehicle in judgment of dissolution of marriage title not transferred		\$16,000.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			

B 6B (Official Form 6B) (12/2007)

In re Amy E. Sines,

Debtor

Case No. 15-17229

(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	Husband, Wife, Joint, Or Community	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Investigation is ongoing as to the Debtor's rights to marital assets, and the debtor's claims against third parties. Debtor reserves the right to supplement this Schedule B		

3 continuation sheets attached Total ►
(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

\$234,050.96

B6C (Official Form 6C) (04/13)

In re Amy E. Sines,

Debtor

Case No. 15-17229

(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- 11 U.S.C. § 522(b)(2)
- 11 U.S.C. § 522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$155,675.*

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
8638 Johnston Road, Burr Ridge, Illinois Single family home Marital Residence Debtor is on title but Debtor no longer resides at Marital Residence Value is based upon recent appraisals Debtors interest is subject to claims of former spouse	735 ILCS 5/12-901	\$15,000.00	\$1,175,000.00
2008 Lexus RX Value is estimated current value Debtor awarded vehicle in judgment of dissolution of marriage title not transferred	735 ILCS 5/12-1001(c)	\$2,400.00	\$16,000.00
Personal Injury Claim for Auto Accident on 10/28/13 Policy Limit is 250,000.00 Suit has not been filed	735 ILCS 5/12-1001(h)(4)	\$15,000.00	Unknown
Retirement Assets awarded in judgment for dissolution of marriage Value is as of August 9, 2011	735 ILCS 5/12-1006	\$176,784.09	\$176,784.09
Medical Payments from personal injury claims	735 ILCS 5/12-1001(h)(4) 735 ILCS 5/12-1001(b)	\$15,000.00 \$2,200.00	\$29,899.72
Debtors household goods and furnishings located at parents home No inventory or valuation obtained Value is estimated	735 ILCS 5/12-1001(b)	\$1,000.00	\$1,000.00
One womans wearing apparel	735 ILCS 5/12-1001(a),(e)	\$500.00	\$500.00
Cash on hand at time of case filing	735 ILCS 5/12-1001(b)	\$200.00	\$200.00
2015 Tax Refund Value based on 2014 tax refund	735 ILCS 5/12-1001(b)	\$600.00	\$600.00

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Amy E. Sines-Patel
Case No 15-17729

Liquidation Value of Assets

Non- Exempt Assets

a.	Real Estate: (Net to Debtor based upon the Divorce Decree)	\$254,226.82
b.	Automobiles (16,000.00 less 10% costs of sale and 2400.00 exemption)	\$12,000.00
c.	Cash on Hand (Funds held by US Bankruptcy Court)	\$21,611.11
d.	Lawsuits or other claims against third-parties (Recovery amounts speculative: no estimate provided)	\$0.00

Total Assets at Liquidation Value: **287,837.93**

Less:
Estimated chapter 7 trustee's fees and expenses 7% (20,148.65)

Less:

Secured creditors' claims : (49,084.89)
 Rinella & Rinella \$28,927.39
 David Paluska \$20,157.50

Total Assets Available **218,604.39**

Less:

Priority claims (72,737.00)
 Chapter 11 Administrative Expenses estimated \$35,000.00
 Priority Tax Claims estimated \$37,737.00

Balance for unsecured claims 145,867.39

Estimated dollar amount of unsecured claims \$1,002,494.80
 (excluding \$60,035.50 claim held by Mr. Patel)

**Percentage of Claims Which Unsecured Creditors Would
Receive or Retain in Chapter 7 Liquidation:** **14.5**

**Percentage of Claims Which Unsecured Creditors Will
Receive or Retain under the Plan:** **40%**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
)
Amy E. Sines-Patel) Case No. 15-17229
)
)
Debtor) Judge Timothy A. Barnes

BALLOT FOR ACCEPTING OR REJECTING
MODIFIED PLAN OF LIQUIDATION DATED MAY 19, 2016

The plan referred to in this ballot can be confirmed by the court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class and the holders of two-thirds in amount of equity security interests in each class voting on the plan. To have your vote count you must complete and return this ballot.

[If the holder of claim] The undersigned, a creditor of the above-named debtor in the unpaid principal amount of \$ _____.

Check One Box

[] Accepts

[] Rejects

The Modified Plan of Liquidation Dated May 19, 2016
proposed by Amy E. Sines-Patel

Date: _____

Print or type name of Creditor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Return this ballot on or before _____, 2016 to:

Clerk of the U.S. Bankruptcy Court
Northern District of Illinois
219 S. Dearborn, Room 710
Chicago, IL 60604

EXHIBIT E