

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

IN RE:)	
)	
PATRICK O'NEAL CHEVERS,)	Case No. 14-007044-RM3-11
(SSN XXX-XX-9672))	(Chapter 11)
)	Judge Randal S. Mashburn
Debtor-in-Possession.)	

**SECOND AMENDED AND RESTATED DISCLOSURE STATEMENT CONCERNING
THE DEBTOR'S PLAN OF REORGANIZATION FOR PATRICK O'NEAL CHEVERS
UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

Dated: July 22, 2016

This Disclosure Statement was approved by the Bankruptcy Court for distribution to creditors on _____, 2016.

IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR ON YOUR DECISION TO ACCEPT OR REJECT THE CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY THE DEBTOR. PLEASE READ THIS DOCUMENT WITH CARE.

NO REPRESENTATIONS CONCERNING THE DEBTOR'S FUTURE BUSINESS OPERATIONS OR PROSPECTS OR THE VALUE OF THE DEBTOR'S ASSETS ARE MADE OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OF THE PLAN WHICH ARE OTHER THAN AS CONTAINED IN THIS STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED IMMEDIATELY TO THE BANKRUPTCY COURT.

DISCLOSURE STATEMENT
PATRICK O'NEAL CHEVERS

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DISCLOSURE STATEMENT

I. INTRODUCTION

A. Background.

In the years prior to the commencement of this case, the debtor-in-possession, Patrick O'Neal Cheers (the "Debtor"), enjoyed an active and successful work history with General Motors. During his tenure with General Motors he worked at the Saturn facility in Spring Hill, Tennessee and accumulated several pieces of real estate in Columbia, Tennessee and Nashville, Tennessee which he primarily used as rental property. In 2007, General Motors transferred production of the line of cars with which the Debtor was associated from Spring Hill, Tennessee to Lansing, Michigan. Debtor was faced with a decision to continue being laid off or under the provisions of the union contract which allowed him to follow the work and move to Lansing, Michigan. Debtor ultimately chose to move to Lansing, Michigan during 2009 and worked there until 2013 when he was able to transfer back to Tennessee and work at the General Motors Corvette plant in Bowling Green, Kentucky. In the process Debtor was able to gain relative seniority in the respective workforce as he was a relatively low seniority person while at the Spring Hill facility but is a high seniority person at the Bowling Green facility.

While Debtor was living and working in Lansing, Michigan, he was forced to rely on local contacts to manage the rental and repair of his rental properties. This situation did not work out well for the Debtor as the properties were not well managed during this period and the rental income that he received during this time was not in line with the expenses being incurred on the properties and as a result Debtor became delinquent with respect to the loan payments due on these properties.

Overwhelmed with the delinquencies on all of the properties and the threat of foreclosure sale, the Debtor was forced to file this Chapter 11 case on August 31, 2014. Since the filing of the case, the Debtor has remained in possession of his property and operated his affairs as a “debtor-in-possession.” No Trustee has been appointed and no committee of unsecured creditors been appointed in the case.

This is not the Debtor’s first bankruptcy case. On June 5, 2012 the Debtor filed a Chapter 13 case in the Western District of Michigan which was dismissed and on February 18, 2014 the Debtor filed a Chapter 11 case in this district which was also dismissed.

B. Purpose of Disclosure Statement.

The Debtor is providing this Disclosure Statement pursuant to Bankruptcy Code section 1125 to each creditor whose Claim has been scheduled by the Debtor, or who has filed a proof of claim in this matter, to permit each such creditor to make an informed judgment in exercising its right to vote on the Plan, a copy of which is attached hereto.

The purpose of this Disclosure Statement is to provide such information as would enable a hypothetical, reasonable investor typical of the creditors being solicited to make an informed judgment on the Plan. The material contained herein is intended solely for that purpose and solely for the use of known creditors of the Debtor. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan, and nothing contained herein shall constitute an admission of any fact or liability by any party, or be admissible in any proceeding involving the Debtor or any party in interest.

C. Nature of Chapter 11 Reorganization Proceedings.

Chapter 11 of the Bankruptcy Code is a remedial statute designed to effect the rehabilitation and reorganization of financially distressed individuals and entities. The statutory aims of a reorganization proceeding include the following: (i) preservation of the debtor's property as a "going concern" and the preservation of any "going concern" value of the debtor's business and property; (ii) avoidance of a forced and destructive liquidation of the debtor's assets; (iii) protection of the interests of creditors, both secured and unsecured; and (iv) restructuring of the debts of the debtor and the finances of the debtor, such as would enable it to retain those assets necessary to rehabilitate its finances and (at the same time) produce the greatest recovery for its creditors.

The formulation and confirmation of a plan of reorganization is the principal function of a Chapter 11 case. Such a plan normally includes provisions: (i) altering and modifying rights of creditors; (ii) dealing with the property of the debtor; (iii) paying costs and expenses of administering the Chapter 11 case; and (iv) execution of the plan. The plan may affect the interests of all parties and creditors, reject executory contracts and provide for prosecution of settlements and claims belonging to the debtor. In order to be confirmed by the Court, the Bankruptcy Code requires that there be a finding that the plan receive the votes of certain requisite classes and that the plan be "fair, equitable, and feasible," as to any dissenting classes of creditors.

In order for a plan to be "fair and equitable" it must comply with the so-called "absolute priority rule." The absolute priority rule requires that, beginning with the most senior rank of claims of creditors against a debtor, each class in descending rank or

priority must receive full and complete compensation before inferior or junior classes may participate in the distribution.

The plan must be accepted by the affirmative vote of a majority (in number) of creditors holding two-thirds (in amount) of claims filed and allowed by each class, unless adequate provisions are made for the classes of dissenting creditors. In order to fully understand how a plan is confirmed, each individual should check with his own attorney and receive full advice on the inter-workings of Bankruptcy Code sections 506(a), 1111, 1122, 1123, 1125, and 1129. THE FOREGOING IS A BRIEF SUMMARY OF THE HIGHLIGHTS OF A PLAN OF REORGANIZATION AND CONFIRMATION OF SUCH, AND THIS SUMMARY SHOULD NOT BE RELIED ON FOR VOTING PURPOSES. CREDITORS ARE URGED TO CONSULT WITH THEIR OWN COUNSEL BEFORE MAKING ANY DECISIONS ON THE PLAN REFERRED TO HEREIN.

D. Source of Information.

The information contained in this Disclosure Statement is derived from documents on file with the Court, unless specifically stated to be derived from other sources. Any representations or inducement made by any person to secure your vote other than those contained herein should not be relied upon.

Great effort has been taken by the Debtor to be accurate in this Disclosure Statement in all material respects, but the Debtor is not able to warrant or represent that the information contained herein is without inaccuracy. The Debtor believes, however, that the contents of this Disclosure Statement are complete and accurate.

E. Manner of Voting on Plan.

Each creditor entitled to vote on the Plan may cast its vote by completing, dating,

and signing the Ballot for Classes 1-7 and filing it in person or by mail with Randall K. Winton, WINTON LAW, PLLC, 7003 Chadwick Drive, Suite 151, Brentwood, Tennessee 37027.

F. Creditors Entitled to Vote on Plan.

Each impaired creditor may vote on the Plan. Subject to the specific provisions of Bankruptcy Code section 1124, a creditor with an impaired Claim or Interest is deemed to include any creditor that will receive less than full cash payment for the allowed amount of its claim on the Effective Date. Classes 1-7 are impaired under this Plan. The Claims of certain creditors may be disputed by the Debtor. Creditors holding disputed Claims may vote on the Plan only to the extent their Claims are allowed by the Court for the purpose of voting. Only those votes that actually accept or reject the Plan will be counted.

G. Acceptances Necessary to Confirm Plan.

At the confirmation hearing set for the Plan by the Court on _____, 2016, the Court must determine whether the Plan has been accepted by each Class of creditors whose interests are impaired by the Plan. An impaired Class will be deemed to have accepted the Plan if the Class members who have voted to accept the Plan total at least two-thirds in amount and more than one half in number of the Allowed Claims or Interests. Creditors that have several Claims in the same Class are entitled only to one vote. The Court may confirm the Plan, even if the Plan is not accepted by all of the impaired Classes, provided the Court finds that the Plan was accepted by at least one impaired Class and does not discriminate unfairly and is fair and equitable as to all non-accepting impaired Classes. Under Bankruptcy Code section 1129(b), the "cram-down"

provision of the Bankruptcy Code, unless all members of the impaired Classes receive the full value of their respective Claims, no Class with junior liquidation priority may receive anything. The Debtor intends to rely on these "cram-down" provisions, if necessary, in seeking confirmation of the Plan.

THE DEBTOR BELIEVES THAT THE PLAN IS FEASIBLE AND IN THE BEST INTERESTS OF THE DEBTOR AND EACH CLASS OF CREDITORS. PLEASE COMPLETE AND RETURN YOUR BALLOT PROMPTLY.

H. Investigations.

The Debtor has made an investigation of whether transactions entered into by the Debtor and its creditors resulted in the payment of any preferences or fraudulent conveyances that could be recovered. A preference is a payment (or transfer of property) to a creditor for or on account of a pre-existing debt made by a debtor while insolvent that enables the creditor to receive more than it would have received if the debtor's assets were distributed under Chapter 7 of the Bankruptcy Code. With certain exceptions, preferences may be recovered by a debtor if such payments or transfers were made within 90 days (or one year in the case of an insider) prior to the filing of the bankruptcy petition. A fraudulent conveyance is a payment (or transfer of property) to an entity in exchange for less than a reasonably equivalent value made by a debtor who was or is thereby rendered insolvent or unable to pay its debts. The Debtor's investigation has disclosed no preference payments and no fraudulent conveyances.

II. PLAN OF REORGANIZATION

The following is a brief summary of the principal provisions of the Plan and is qualified in its entirety by the full text of the Plan, attached hereto. Creditors are urged to read carefully the full text of the Plan. The Plan, if confirmed, will be binding upon the Debtor, his creditors, and any other affected parties. Capitalized terms used but not defined in this Disclosure Statement have the meanings ascribed to them in the Plan.

A. Classes of Claims and Interests.

If you hold collateral for your Claim you are a "secured creditor." If you do not hold collateral for your Claim you are an "unsecured creditor." The Plan divides secured and unsecured creditors and interests into nine (9) classes of Claims and Interests. The classes are as follows:

Class 1 - The Allowed Secured Claims of Pentagon Federal Credit Union secured by certain real property.

Class 2 - The Allowed Secured Claim of CUCORP, Inc. secured by certain real property.

Class 3 - The listed claim of Ocwen Loan Servicing, LLC previously secured by certain real property.

Class 4 - The Allowed Secured Claims of Green Tree Servicing, LLC/Ditech Financial, LLC secured by certain real property.

Class 5 - The Allowed Secured Claim of Bank of America, N.A./Seterus, Inc. secured by certain real property.

Class 6 - The Allowed Secured Claim of General Motors Personal Savings Plan secured by Debtor's retirement plan assets.

Class 7- Any and all Allowed Claims in Classes 1 - 6 with an unsecured deficiency.

Class 8- Any and all general unsecured priority Allowed Claims.

Class 9 - Any and all general unsecured Allowed Claims.

Class 10 - The Allowed Interest of the Debtor.

B. Treatment of Administrative Expense Claims.

Administrative expense claimants representing any Claims of the U.S. Trustee estimated at \$500.00 shall be paid in full on the Confirmation Date, or upon the entry of an order of the Court allowing such claims, or upon the entry of an order of the Court approving the fees and expenses of an administrative expense claimant, or as otherwise deferred by agreement of the Debtor and the administrative expense claimant, whichever is later, except that any Claims of the U.S. Trustee shall be paid in full on the Effective Date. Any other administrative expense claims representing a liability incurred in the ordinary course of business of the Debtor may be paid in cash by the Debtor in the ordinary course of business. All fees arising under 28 U.S.C. § 1930(a) after confirmation shall be paid after the Confirmation Date as such become due. Any Claims for Costs and Expenses of Administration shall be filed within twenty (20) days of the Confirmation Date.

The Debtor has paid the U. S. Trustee \$325.00 in quarterly fees.

C. Treatment of Claims and Interests Not Impaired by the Plan (Class 10)

1. Treatment of Class 10 Claims: The sole member of Class 10 consists of the interests of the Debtor, Patrick O'Neal Chevers. Upon payment in full to all creditors

as proposed in the Plan, ownership of all property of the estate shall re-vest in the Debtor.

D. Treatment of Claims Impaired by the Plan (Classes 1-9).

1. Treatment of Class 1 Claims: At the Petition Date, the Claims of Pentagon Federal Credit Union were secured by a second and third deed of trust liens on certain real property located at 4029 Scotwood Drive, Nashville, Tennessee 37211 as well as a recorded assignment of rents from the property. The Debtor believes that the real property possesses a current fair market value of at least \$137,300.00. The Allowed Secured Claims of Pentagon Federal Credit Union shall be fully satisfied and discharged as follows:

The Debtor shall sell at private sale, within 180 days of the confirmation of the Debtor's Plan of Reorganization, the real property located at 4029 Scotwood Drive, Nashville, Tennessee 37211 and pay to Pentagon Federal Credit Union an amount equal to the Allowed Secured Claims of Pentagon Federal Credit Union. The Allowed Secured Claims of Pentagon Federal Credit Union consist of: 1) a claim in the amount of \$60,438.85 for the indebtedness evidenced by a Promissory Note executed by Debtor dated October 19, 2007 ; 2) a claim in the amount of \$7,697.53 for the indebtedness evidenced by a Home Equity Line of Credit Agreement executed by Debtor dated October 22, 2003; 3) a claim in the amount of \$7,510.40 for the indebtedness evidenced by a Loan Agreement dated September 27, 2007; and 4) a claim in the amount of \$7,620.05 for the indebtedness evidenced by a Pentagon Federal Credit Union VISA credit card account; all through October 15, 2014 plus all other charges allowable by applicable agreements and law as they continue to accrue after that date. Pentagon Federal Credit Union shall

not be entitled to receive monthly mortgage payments from and after the Confirmation Date. The current interim adequate protection payments of \$850.00 each due and payable on the 20th day of each month shall continue to be paid to Pentagon Federal Credit Union following the Confirmation Date and shall continue until the aforementioned private sale closes. Pentagon Federal Credit Union shall retain its lien on the subject real property from and after the Confirmation Date pursuant to a valid and properly perfected pre-petition deed of trust. The Allowed Secured Claims of Pentagon Federal Credit Union shall be paid in full at the closing of the subject real property. Upon payment or other satisfaction of its Allowed Secured Claims in full, Pentagon Federal Credit Union shall release its lien on the subject property. Any deficiency claim resulting from the sale of the subject real property shall be afforded the treatment accorded to the members of Class 7. Any Order confirming a Chapter 11 Plan in this bankruptcy case shall incorporate the provisions of the Agreed Order Resolving Pentagon Federal Credit Union's Motion for Relief from the Automatic Stay, Objection to Disclosure Statement and Chapter 11 Plan, Motion to Convert Bankruptcy Case to Chapter 7 and Debtor's Motion to Use Cash Collateral and Granting Pentagon Federal Credit Union Interim Adequate Protection. To the extent that the provisions of any Order confirming a Chapter 11 Plan in this bankruptcy case are inconsistent with the provisions of the Agreed Order Resolving Pentagon Federal Credit Union's Motion for Relief from the Automatic Stay, Objection to Disclosure Statement and Chapter 11 Plan, Motion to Convert Bankruptcy Case to Chapter 7 and Debtor's Motion to Use Cash Collateral and Granting Pentagon Federal Credit Union Interim Adequate Protection, with respect to Pentagon Federal Credit Union, the Agreed Order Resolving

Pentagon Federal Credit Union's Motion for Relief from the Automatic Stay, Objection to Disclosure Statement and Chapter 11 Plan, Motion to Convert Bankruptcy Case to Chapter 7 and Debtor's Motion to Use Cash Collateral and Granting Pentagon Federal Credit Union Interim Adequate Protection shall control.

2. Treatment of Class 2 Claims: At the Petition Date, the Claim of CUCORP, Inc. was secured by a first deed of trust lien on certain residential real property located at 4029 Scotwood Drive Nashville, Tennessee 37211. The Claim of the holder of the first deed of trust lien (CUCORP, Inc.) totals approximately \$25,937.69. The Debtor believes that the real property possesses a current fair market value of at least \$137,300.00. The Allowed Secured Claim of CUCORP, Inc. shall be fully satisfied and discharged as follows:

The Debtor shall sell at private sale, within 180 days of the confirmation of the Debtor's Plan of Reorganization, the residential real property located at 4029 Scotwood Drive, Nashville, Tennessee 37211 and pay to CUCORP, Inc. an amount equal to the Allowed Secured Claim of CUCORP, Inc.. The Allowed Secured Claim of CUCORP, Inc. is reported by the Creditor at \$25,937.69 through September 22, 2014. CUCORP, Inc. shall not be entitled to receive monthly mortgage payments from and after the Confirmation Date. The current adequate protection payments of \$950.00 each due and payable on the 5th day of each month shall continue to be paid to CUCORP, Inc. following the Confirmation Date and shall continue until the aforementioned private sale closes. CUCORP, Inc. shall retain its lien on the subject real property from and after the Confirmation Date pursuant to a valid and properly perfected pre-petition deed of trust.

The Allowed Secured Claim of CUCORP, Inc. shall be paid at the closing of the subject real property. Upon payment or other satisfaction of its Allowed Secured Claim, CUCORP, Inc. shall release its lien on the subject property. Any deficiency claim resulting from the sale of the subject real property shall be afforded the treatment accorded to the members of Class 7.

3. Treatment of Class 3 Claims: At the Petition Date, the Claim of Ocwen Loan Servicing, LLC was listed by the Debtor as being secured by a deed of trust lien on certain real property located at 405 E. 8th Street Columbia, Tennessee 38401. The Debtor believes that the real property possesses a current fair market value of at least \$75,100.00. Based upon further research by the Debtor as to the records of the property on file at the Register of Deeds Office for Maury County, Tennessee there was not at the time of filing of the Debtor's petition nor is there presently a Deed of Trust on file evidencing any secured interest in the aforementioned real property for the benefit of Ocwen Loan Servicing, LLC. Additionally, no claim has been filed by Ocwen Financial, LLC by the bar date set for filing of claims in this case. Therefore the previously listed Claim of Ocwen Loan Servicing is deemed to be non-existent and no provision for payment is anticipated in the Debtor's Plan of Reorganization:

4. Treatment of Class 4 Claims: At the Petition Date, the Claims of the Green Tree Servicing, LLC/Ditech Financial, LLC was secured by deed of trust liens on certain residential real properties located at 213 Nowlin Drive, Columbia, Tennessee 38401; 410 Chapman Lane Columbia, Tennessee 38401; and 1509 South Maine Columbia, Tennessee 38401. The Debtor believes that the real properties securing the liens of Green Tree Servicing, LLC possesses a current fair market value of at least \$229,100.00. The Allowed Secured Claims of Green Tree Servicing shall be fully satisfied and discharged as follows:

The Debtor shall use the remaining proceeds from the private sale the real property located at 4029 Scotwood Drive, Nashville, Tennessee after payment of the costs of the sale and the payments of the Allowed Secured Claims of Pentagon Federal

Credit Union and Tennessee Teachers Credit Union as described above and pay to Green Tree Servicing, LLC an amount equal to the arrearage portion of the Allowed Secured Claims of Green Tree Servicing, LLC and thereafter pay the normal monthly payments due on those loans from the disposable income of the Debtor from the closing of the sale of the real estate located on 4029 Scotwood Drive Nashville, Tennessee 37211 until the final payments due under the indebtedness on the property on February 1, 2019 for one of the loans and March 1, 2019 for the other two loans. The Claims of the Green Tree Servicing, LLC is reported by the Creditor at \$81,516.92 through November 19, 2014. Green Tree Servicing, LLC shall retain its lien on the subject real properties from and after the Confirmation Date pursuant to valid and properly perfected pre-petition deed of trust liens. Upon payment or other satisfaction of its Allowed Secured Claims, Green Tree Servicing, LLC shall release its liens on the subject real properties.

From August 2016 or the date of Confirmation of the Debtor's Plan of Reorganization until the curing of the arrearages on the loans of Green Tree Servicing, LLC/Ditech Financial, LLC secured by each of the real properties under Debtor's Plan of Reorganization, Debtor will pay to Green Tree Servicing, LLC/Ditech Financial, LLC an adequate protection payment of \$500.00 per month per property up until the arrearage is cured on that property.

5. Treatment of Class 5 Claims: At the Petition Date, the Claim of Bank of America, N.A./Seterus, Inc. was secured by a deed of trust lien on certain residential real property located at 230 ½ Garner Avenue, Nashville, Tennessee 37115. The Debtor believes that the real property possesses a current fair market value of at least \$72,800.00. The Allowed Secured Claim of Bank of America shall be fully satisfied and discharged as follows:

The Debtor shall use the remaining proceeds from the private sale the real property located at 4029 Scotwood Drive, Nashville, Tennessee after payment of the costs of the sale and the payments of the Allowed Secured Claims of Pentagon Federal Credit Union and Tennessee Teachers Credit Union as described above and pay to Bank of America, N.A. an amount equal to the arrearage portion of the Allowed Secured Claim of Bank of America, N.A. and thereafter pay the normal monthly payment due on that loan from the disposable income of the Debtor from the closing of the sale of the real estate located on 4029 Scotwood Drive Nashville, Tennessee 37211 until the final payments due under the indebtedness on the property on February 1, 2019. The Claim of Bank of America, N.A is reported by the Creditor at \$27,032.41 through December 11, 2014. Bank of America, N.A /Seterus, Inc. shall retain its lien on the subject real properties from and after the Confirmation Date pursuant to valid and properly perfected pre-petition deed of trust lien. Upon payment or other satisfaction of its Allowed Secured Claim, Bank of America, N.A. shall release its lien on the subject real property.

From August 2016 or the date of Confirmation of the Debtor's Plan of Reorganization until the curing of the arrearages on the loans of secured by each of the real properties under Debtor's Plan of Reorganization, Debtor will pay to Bank of

America, N.A /Seterus, Inc an adequate protection payment of the normal interest and principal due on Debtor's loan currently estimated to be \$550.00 per month up until the arrearage is cured on the loan secured by the real property located at 230 ½ Garner Avenue, Nashville, Tennessee 37115.

6. Treatment of Class 6 Claims: At the Petition Date, the Claim of General Motors Personal Savings Plan was secured by a garnishment upon the wages of the Debtor to secure repayment of certain loans taken against the assets the Debtor has in the General Motors Personal Savings Plan program. The Debtor believes that the assets Debtor holds in the General Motors Personal Savings Plan program possesses a current fair market value of at least \$241,419.00. The Allowed Secured Claim of General Motors Personal Savings Plan shall be fully satisfied and discharged as follows:

The Debtor shall continue to re-pay the secured loans outstanding via payroll deductions from the time that the Debtor's Plan is confirmed until the loan balances are extinguished. The Claim of General Motors Personal Savings Plan is estimated by the Debtor at \$35,157.83 through December 15, 2014. General Motors Personal Savings Plan shall retain its lien on the subject program plan assets from and after the Confirmation Date pursuant to valid and properly perfected pre-petition garnishment. Upon payment or other satisfaction of its Allowed Secured Claim, General Motors Personal Savings Plan shall release its lien on the subject program plan assets.

7. Treatment of Class 7 Claims: Members of Class 7 consisting of any and all Allowed Claims in Classes 1 - 6 with an unsecured deficiency shall be paid one hundred percent (100%) of their Allowed Claim with interest as provided in 28 U.S.C. § 1961

within approximately five (5) years of the Effective Date.¹ Payments of the amounts due to members of Class 7 under the Plan will satisfy the Debtor's obligation to make disposable income payments pursuant to Code section 1129(a) (15).

Within ninety (90) days of the Confirmation Date, the Debtor shall distribute, by mail, pro rata all funds deposited to the Class 7 and 9 Creditors' Fund.² Distributions from the Class 7 and 9 Creditors' Fund shall continue quarterly on January 1, April 1, July 1, and October 1 for the five (5) year period following the Confirmation Date or until such Claims are paid in full.

In the event a Claim is disputed, the pro rata share distributable to the holder of such Claim shall be paid into a separate account established to segregate the funds. The segregated funds shall be held until the Court has ruled on the Claim and either allowed or disallowed the Claim. Upon allowance, the pro rata share shall be paid to the holder of the Claim. Upon disallowance, the pro rata share attributable to the disallowed Claim shall be paid back into the Class 7 and 9 Creditors' Fund for distribution to other claimants. Any interest earned on the segregated funds shall be paid monthly into the Class 7 and 9 Creditors' Fund.

The Debtor reserves the right to object to any Claim in this Class.

¹ The rate of interest used in calculating the amount of post judgment interest is the weekly average 1-year constant maturity (nominal) Treasury yield, as published by the Federal Reserve System. At July 15, 2016 the rate was 0.52%.

² The operation of the Class 7 and 9 Creditors' Fund is more fully described in Section F at page 21 of the Disclosure Statement.

8. Treatment of Class 8 Claims: Members of Class 8 consisting of any and all general unsecured priority Allowed Claims shall be paid one hundred percent (100%) of their Allowed Claim with interest as provided in 28 U.S.C. § 1961 within approximately five (5) years of the Effective Date.³ Payments of the amounts due to members of Class 8 under the Plan will satisfy the Debtor's obligation to make disposable income payments pursuant to Code section 1129(a) (15).

Within ninety (90) days of the Confirmation Date, the Debtor shall distribute, by mail, pro rata all funds deposited to the Class 8 Creditors' Fund.⁴ Distributions from the Class 8 Creditors' Fund shall continue quarterly on January 1, April 1, July 1, and October 1 for the five (5) year period following the Confirmation Date or until such Claims are paid in full.

In the event a Claim is disputed, the pro rata share distributable to the holder of such Claim shall be paid into a separate account established to segregate the funds. The segregated funds shall be held until the Court has ruled on the Claim and either allowed or disallowed the Claim. Upon allowance, the pro rata share shall be paid to the holder of the Claim. Upon disallowance, the pro rata share attributable to the disallowed Claim shall be paid back into the Class 8 Creditors' Fund for distribution to other claimants. Any interest earned on the segregated funds shall be paid monthly into the Class 8 Creditors' Fund.

The Debtor reserves the right to object to any Claim in this Class.

³ The rate of interest used in calculating the amount of post judgment interest is the weekly average 1-year constant maturity (nominal) Treasury yield, as published by the Federal Reserve System. At July 15, 2016 the rate was 0.52%.

⁴ The operation of the Class 7 and 9 Creditors' Fund is more fully described in Section F at page 21 of the Disclosure Statement.

9. Treatment of Class 9 Claims: Members of Class 9 consisting of any and all general unsecured Allowed Claims shall be paid one hundred percent (100%) of their Allowed Claim with interest as provided in 28 U.S.C. § 1961 within approximately five (5) years of the Effective Date.⁵ Payments of the amounts due to members of Class 9 under the Plan will satisfy the Debtor's obligation to make disposable income payments pursuant to Code section 1129(a) (15).

Within ninety (90) days of the Confirmation Date, the Debtor shall distribute, by mail, pro rata all funds deposited to the Class 7 and 9 Creditors' Fund.⁶ Distributions from the Class 7 and 9 Creditors' Fund shall continue quarterly on January 1, April 1, July 1, and October 1 for the five (5) year period following the Confirmation Date or until such Claims are paid in full.

In the event a Claim is disputed, the pro rata share distributable to the holder of such Claim shall be paid into a separate account established to segregate the funds. The segregated funds shall be held until the Court has ruled on the Claim and either allowed or disallowed the Claim. Upon allowance, the pro rata share shall be paid to the holder of the Claim. Upon disallowance, the pro rata share attributable to the disallowed Claim shall be paid back into the Class 7 and 9 Creditors' Fund for distribution to other claimants. Any interest earned on the segregated funds shall be paid monthly into the Class 7 and 9 Creditors' Fund.

A summary of the Class 9 Claims is attached hereto as Exhibit C. The Debtor

⁵ The rate of interest used in calculating the amount of post judgment interest is the weekly average 1-year constant maturity (nominal) Treasury yield, as published by the Federal Reserve System. At July 15, 2016 the rate was 0.52%.

⁶ The operation of the Class 6-7 Creditors' Fund is more fully described in Section F at page 21 of the Disclosure Statement.

reserves the right to object to any Claim in this Class

E. Executory Contracts.

The Debtor has the right, subject to Bankruptcy Court approval, to assume or reject any executory contracts and unexpired leases entered into before the commencement of this bankruptcy case. Any damages resulting from a rejection shall be treated as an unsecured Claim arising prior to the Petition Date and included in the appropriate Class to the extent such Claim is allowed by the Court. The Debtor possesses no executory contracts or unexpired leases and does not anticipate any damages resulting from the rejection of any such contracts or leases.

F. Creditors' Fund.

Separate trust funds denominated the Class 7 and 9 Creditors' Fund and the Class 8 Creditors' Fund shall be established within thirty (30) days of the Confirmation Date. Until such time as creditors are paid in full in accordance with the Plan, the Debtor shall deposit into the Class 7 and 9 Creditors' Fund and Class 8 Creditors' Fund one hundred percent (100%) of the Debtor's projected disposable income resulting from the Debtor's employment or other income. The term "projected disposable income" is defined as total gross income less: (i) personal living expenditures (including taxes) identified at Exhibit E hereto; and (ii) establishment of a reserve of \$5,000.00.⁷

Deposits of all disposable income shall be made by the Debtor to the Class 7 and 9 Creditors' Fund and Class 8 Creditors' Fund on or before the last day of each month during the term of the Plan. Upon written request directed to the Debtor or his bankruptcy counsel, any creditor or party in interest shall be entitled to receive a post-

⁷ A "Projected Income and Expense Statement" is attached hereto as Exhibit E.

confirmation monthly operating report detailing the Debtor's total income, total expenses, and deposits made to the Class 7 and 9 Creditors' Fund and Class 8 Creditors' Fund.

G. Funding of Plan.

The funds necessary to pay the Allowed Claims of creditors in Classes 1 through 9 will be derived from the following sources:

- (a) Funds held in reserve by the Debtor;
- (b) The liquidation of the claims identified in Schedule B;
- (c) The successful operation of the Debtor's rental properties; and
- (d) The continued employment of the Debtor.

The Debtor has a proven track record of continued employment with General Motors with 29 years of seniority and has significant income which can be summarized for recent years as follows:

<u>Year</u>	<u>Amount</u>	<u>Source</u>
2014	\$75,150.87	General Motors (Year to date October 2014)
2013	\$76,628.00	General Motors
2012	\$75,099.00	General Motors

The Debtor's future employment prospects are good given his length of seniority with his employer. He is committed to maximizing his future income so that he can pay his creditors all that is owed as soon as possible. In addition to his present employment he is actively seeking a part-time job to supplement his earnings.

- 1. Wages of between \$75,000 and \$85,000 per year from General Motors
- 2. Earnings from part-time employment estimated at least \$12,000 per year.

3. Successful operation of his rental properties estimated at \$18,000 yearly.

H. Disputed Claims.

All Claims which are disputed as of the date they would otherwise be paid will be paid within a reasonable time (as determined by the Court) following the resolution of such disputes. All disputes pertaining to Claims will be resolved by the Court. As of the date of this Disclosure Statement, the Debtor intends to object to the Claims of ECMC and the Tennessee Child Support Department. The Debtor reserves the right to object to all Claims.

I. Estimate of Claims.

After a careful examination of the Bankruptcy Court claims file, the Debtor estimates Claims against the Debtor's estate, as of the Effective Date, in the following approximate amounts:

<u>Claim</u>	<u>Amount</u>
Administrative	\$ 500.00
Class 1 (Pentagon Federal Credit Union)	68,136.38
Class 2 (Tennessee Teachers Credit Union)	25,937.69
Class 3 (Ocwen Loan Servicing, LLC)	0.00
Class 4 (Green Tree Servicing, LLC)	81,516.92
Class 5 (Bank of America)	27,032.41
Class 6 (General Motors Personal Savings Plan)	35,157.83

Class 7 (Unsecured Deficiency Claims)	⁸ 0.00
Class 8 (Unsecured Priority Creditors)	5,357.03
Class 9 (Unsecured Creditors)	<u>40,075.47</u>
TOTAL:	<u>\$ 283,713.73</u>

III. FINANCIAL INFORMATION PERTAINING TO THE DEBTOR

A. Post-Petition Operations of the Debtor.

The Debtor, acting as a "debtor-in-possession" under the Bankruptcy Code, has managed his assets and conducted the business of the Debtor since August 31, 2014. During this time, the Debtor has been successful in maintaining employment and reducing living expenses. Nevertheless, the stigma, expense, and delay associated with Chapter 11 hampers the Debtor's reorganization efforts. The Debtor is of the firm opinion that the longer the Debtor remains in this Chapter 11 case without a confirmed plan of reorganization, the less likely it is that the Debtor will be able to reorganize his financial affairs.

In preparing the financial information contained herein, the Debtor has utilized a cash basis and relied on accounting compilations produced by the Debtor.

B. Analysis of Debtor's Assets.

Based upon the information available to the Debtor, it appears that the highest and best overall recovery to creditors can be achieved through a continuation of the

⁸ This amount is based on an anticipated sale of the Debtor's real property at \$137,300.00 and includes the claim amounts in Classes 1 - 2. The Debtor expects the sale of the subject real property to fully satisfy the claims of Pentagon Federal Credit Union and Tennessee Teachers Credit Union/CUCORP, Inc..

Debtor's employment along with a well-marketed sale of the residential real property located at 4029 Scotwood Drive Nashville Tennessee 37211. At the Petition Date, the Debtor's unencumbered and non-exempt assets consisted of primarily of household goods (\$6,319.34), two vehicles (\$4,500.00), anticipated tax refund (\$5,535.00) and contingent and unliquidated claims against both current and former rental tenants (\$8,913.00).

IV. LIQUIDATION ANALYSIS

A. Introduction.

The Bankruptcy Code requires as a condition of confirmation that each holder of a Claim or Interest accept the Plan or that the Plan be in the "best interests" of such non-accepting holder. The "best interests" test requires that the Bankruptcy Court find that the Plan provides to each member of an impaired class of Claims or Interests a recovery which has a present value at least equal to the value of the distribution which such member would receive from the Debtor if the Debtor was instead liquidated under Chapter 7 of the Bankruptcy Code. The estimates contained herein are based upon the Debtor's investigation of current fair market prices for residential real estate.

B. Forced Liquidation of the Debtor's Property.

The information available to the Debtor indicates that the fair market value of the Debtor's real property at the Petition Date is less than the outstanding amount owed to secured creditors. The Debtor firmly believes that a forced liquidation of its property will not result in the highest sale prices and will not result in the maximum benefit to

unsecured creditors. A "Liquidation Analysis" is attached hereto as Exhibit F. As evidenced by the "Liquidation Analysis," the Debtor believes the Plan to be in the "best interests" of all creditors.

V. FEDERAL TAX CONSEQUENCES OF CONSUMMATION OF THE PLAN

It is not practical nor is it intended by this general discussion to present herein a detailed explanation of the federal income tax aspects of the Plan. The scope of this discussion is limited to certain enumerated tax aspects of the Plan affecting the Debtor. Creditors are advised that no rule has been requested or obtained by the Debtor with respect to the tax aspects of the Plan. For all of the foregoing reasons and because the federal income tax consequences of the Plan will depend in part upon certain factual matters unknown to the Debtor relating to each particular creditor, EACH CREDITOR IS URGED TO SEEK ADVICE FROM HIS OR HER OWN TAX ADVISOR WITH RESPECT TO THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND, IF APPLICABLE, STATE AND LOCAL TAX CONSEQUENCES.

VI. CONCLUSION

The Debtor believes that the Plan is feasible and in the best interests of the Debtor and his creditors and, therefore, recommends acceptance of the Plan. The Debtor urges all creditors to vote to accept the Plan and to evidence such acceptance by returning the Ballot immediately.

Dated: July 22, 2016.

/s/ Randall K. Winton
Randall K. Winton
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Attorney for the Debtor-in-Possession

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE:)	
)	
PATRICK O'NEAL CHEVERS)	Case No. 14-07044-RM3-11
(SSN XXX-XX-9672))	(Chapter 11)
)	Judge Randal S. Mashburn
Debtor-in-Possession.)	

DEBTOR'S SECOND AMENDED AND RESTATED PLAN OF REORGANIZATION
FOR PATRICK O'NEAL CHEVERS

Dated: July 22, 2016

Pursuant to Bankruptcy Code section 1121, Patrick O'Neal Chevers proposes the following plan of reorganization for the above-captioned debtor-in-possession.

ARTICLE I

Definitions

The following terms used in the Plan shall, unless the context otherwise requires, have the meanings specified below:

1.01. Allowed Claim: A right against the Debtor within the meaning of Code section 101(4) in respect of which a proof of claim has been filed with the Court within the period of limitation fixed by Rule 3003 or scheduled in the list of creditors prepared and filed with the Court pursuant to Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, and in either case as to which no objection as to allowance thereof has been raised within the applicable period of limitation fixed by Rule

by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari is pending.

1.02. Allowed Interest: A right against the Debtor of an equity security holder of the Debtor in respect of which a proof of interest has been filed with the Court within the applicable period of limitation fixed by Rule 3003 or scheduled in a list of equity security holders prepared and filed with the Court pursuant to Rule 1007(b) and in either case as to which no objection as to the allowance thereof has been interposed with any applicable period of limitation fixed by Rule 3003 or an order of the Court, or as to which any objection has been determined by an order of judgment which is no longer subject to appeal or certiorari proceedings and as to which no appeal or certiorari proceeding is pending.

1.03. Allowed Secured Claim: An Allowed Claim secured by a lien, security interest, or other charge against or interest in property in which the Debtor has an interest, or which is subject to set-off under Code section 553, to the extent of the value (determined in accordance with Code section 506(a)) of the interest of the holder or such Allowed Claim in the Debtor's interest in such property or to the extent of the amount subject to such set-off as the case may be.

1.04. Claim: A right against the Debtor within the meaning of Code section 101(4), including any right to payment or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against the Debtor in existence on or after the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, mature, un-matured, disputed, undisputed, legal, secured or unsecured.

1.05. Class: A group into which Allowed Claims or Allowed Interests are divided pursuant to Article III of the Plan.

1.06. Code: The Bankruptcy Code, 11 U.S.C. § 101, et seq. (2014), enacted as Public Law 95-598, November 6, 1978, 92 STAT. 2549, as amended.

1.07. Common Stock: The common stock of the Debtor issued and outstanding prior to the Petition Date, if any.

1.08. Confirmation Date: The date upon which the Court enters the Confirmation Order in accordance with the provisions of Chapter 11 of the Code.

1.09. Confirmation Order: The order entered by the Court confirming this Plan, in accordance with Code section 1129.

1.10. [Reserved].

1.11. Costs and Expenses of Administration: The Claims against the Debtor allowed in accordance with Code section 503(b).

1.12. Court: The United States Bankruptcy Court for the Middle District of Tennessee in which the Debtor's Chapter 11 case is pending and any Court having jurisdiction to hear appeals or certiorari proceedings therefrom.

1.13. Creditor: Any person or its assignee that holds a claim against the Debtor for debts, liabilities or demand of whatever kind or character which arose prior to the Petition Date.

1.14. Debtor: A reference to Patrick O'Neal Chevers, the debtor-in-possession herein and the proponent of this Plan.

1.15. Effective Date: A reference to the date upon which the Confirmation Order is no longer subject to appeal or certiorari proceedings, or in the event of an

appeal, upon which an order confirming the Confirmation Order becomes final and is no longer subject to further appeal or certiorari proceedings or such other date as the Debtor shall designate in a written notice filed with the Court.

1.16. Interest: The rights of the Debtor's shareholders, if any.

1.17. Petition Date: The date on which the Debtor filed a voluntary Chapter 11 petition with the Court: August 31, 2014.

1.18. Plan: This plan for the reorganization of the Debtor, in its present form or as may hereafter be amended, modified or supplemented in accordance with the terms thereof or in accordance with the Code.

1.19. Rule: The Bankruptcy Rules, as adopted by the Supreme Court of the United States pursuant to 28 U.S.C. § 2075 (2014) and the Local Bankruptcy Rules as adopted by the Court.

1.20. Substantial Consummation: The time at which the first distribution under the Plan is due to be made.

ARTICLE II

Construction

Where not inconsistent or in conflict with the provisions of the Plan, the words and phrases used herein shall have the meanings ascribed thereto in the Code and in the Rules.

ARTICLE III

Treatment of Administrative Expense Claims and Rejected Claims

Administrative expense claimants shall be paid in full on the Effective Date, or

upon the entry of an order of the Court allowing such claims, or upon the entry of an order of the Court approving the fees and expenses of an administrative expense claimant, or as otherwise deferred by agreement of the Debtor and the administrative expense claimant, whichever is later, except that any Claims of the U.S. Trustee shall be paid in full on the Effective Date. The Debtor shall continue to make post-confirmation quarterly fee payments to the U.S. Trustee until the entry of a final decree pursuant to Code section 350. Any other administrative expense claims representing a liability incurred in the ordinary course of business of the Debtor may be paid in cash by the Debtor in the ordinary course of business. All fees arising under 28 U.S.C. § 1930(a) after confirmation shall be paid after the Confirmation Date as such become due. Any claims for Costs and Expenses of Administration shall be filed within twenty (20) days of the Confirmation Date.

ARTICLE IV

Classification of Claims and Interests

Class 1 - The Allowed Secured Claims of Pentagon Federal Credit Union secured by certain real property.

Class 2 - The Allowed Secured Claim of Tennessee Teachers Credit Union secured by certain real property.

Class 3 - The listed claim of Ocwen Loan Servicing, LLC previously secured by certain real property.

Class 4 - The Allowed Secured Claim of the Green Tree Servicing, LLC/Ditech Financial, LLC secured by certain real property.

Class 5 - The Allowed Secured Claim of Bank of America, N.A./Seterus, Inc.

secured by certain real property.

Class 6- The Allowed Secured Claim of General Motors Personal Savings Plan secured by Debtor's retirement plan assets.

Class 7 - Any and all Allowed Claims in Classes 1 - 6 with an unsecured deficiency.

Class 8 - Any and all general unsecured priority Allowed Claims.

Class 9 - Any and all general unsecured Allowed Claims.

Class 10 - The Allowed Interest of the Debtor.

ARTICLE V

Treatment of Allowed Claims and Interests Under the Plan

5.01. Class 1 Claims: At the Petition Date, the Claims of Pentagon Federal Credit Union were secured by a second and third deed of trust liens on certain real property located at 4029 Scotwood Drive, Nashville, Tennessee 37211 as well as a recorded Assignment of Rents on the property. The Debtor believes that the real property possesses a current fair market value of at least \$137,300.00. The Allowed Secured Claims of Pentagon Federal Credit Union shall be fully satisfied and discharged as follows:

The Debtor shall sell at private sale within 180 days of the confirmation of the Debtor's Plan of Reorganization, the real property located at 4029 Scotwood Drive, Nashville, Tennessee 37211 and pay to Pentagon Federal Credit Union an amount equal to the Allowed Secured Claims of Pentagon Federal Credit Union. The Allowed Secured Claims of Pentagon Federal Credit Union consist of: 1) a claim in the amount of \$60,438.85 for the indebtedness evidenced by a Promissory Note executed by Debtor

dated October 19, 2007 ; 2) a claim in the amount of \$7,697.53 for the indebtedness evidenced by a Home Equity Line of Credit Agreement executed by Debtor dated October 22, 2003; 3) a claim in the amount of \$7,510.40 for the indebtedness evidenced by a Loan Agreement dated September 27, 2007; and 4) a claim in the amount of \$7,620.05 for the indebtedness evidenced by a Pentagon Federal Credit Union VISA credit card account; all through October 15, 2014 plus all other charges allowable by applicable agreements and law as they continue to accrue after that date . Pentagon Federal Credit Union shall not be entitled to receive monthly mortgage payments from and after the Confirmation Date. The current interim adequate protection payments of \$850.00 each due and payable on the 20th day of each month shall continue to be paid to Pentagon Federal Credit Union following the Confirmation Date and shall continue until the aforementioned private sale closes. Pentagon Federal Credit Union shall retain its lien on the subject real property from and after the Confirmation Date pursuant to a valid and properly perfected pre-petition deed of trust. The Allowed Secured Claims of Pentagon Federal Credit Union shall be paid in full at the closing of the subject real property. Upon payment or other satisfaction of its Allowed Secured Claims in full, Pentagon Federal Credit Union shall release its lien on the subject property. Any deficiency claim resulting from the sale of the subject real property shall be afforded the treatment accorded to the members of Class 7. Any Order confirming a Chapter 11 Plan in this bankruptcy case shall incorporate the provisions of the Agreed Order Resolving Pentagon Federal Credit Union's Motion for Relief from the Automatic Stay, Objection to Disclosure Statement and Chapter 11 Plan, Motion to Convert Bankruptcy Case to Chapter 7 and Debtor's Motion to Use Cash Collateral and Granting Pentagon

Federal Credit Union Interim Adequate Protection. To the extent that the provisions of any Order confirming a Chapter 11 Plan in this bankruptcy case are inconsistent with the provisions of the Agreed Order Resolving Pentagon Federal Credit Union's Motion for Relief from the Automatic Stay, Objection to Disclosure Statement and Chapter 11 Plan, Motion to Convert Bankruptcy Case to Chapter 7 and Debtor's Motion to Use Cash Collateral and Granting Pentagon Federal Credit Union Interim Adequate Protection, with respect to Pentagon Federal Credit Union, the Agreed Order Resolving Pentagon Federal Credit Union's Motion for Relief from the Automatic Stay, Objection to Disclosure Statement and Chapter 11 Plan, Motion to Convert Bankruptcy Case to Chapter 7 and Debtor's Motion to Use Cash Collateral and Granting Pentagon Federal Credit Union Interim Adequate Protection shall control.

5.02. Class 2 Claims: At the Petition Date, the Claim of CUCORP, Inc. was secured by a first deed of trust lien on certain residential real property located at 4029 Scotwood Drive Nashville, Tennessee 37211. The Claim of the holder of the first deed of trust lien (CUCORP, Inc.) totals approximately \$25,937.69. The Debtor believes that the real property possesses a current fair market value of at least \$137,300.00. The Allowed Secured Claim of CUCORP, Inc. shall be fully satisfied and discharged as follows:

The Debtor shall sell at private sale, within 180 days of the confirmation of the Debtor's Plan of Reorganization, the residential real property located at 4029 Scotwood Drive, Nashville, Tennessee 37211 and pay to CUCORP, Inc. an amount equal to the Allowed Secured Claim of CUCORP, Inc... The Allowed Secured Claim of CUCORP, Inc. is reported by the Creditor at \$25,937.69 through September 22, 2014. CUCORP,

Inc. shall not be entitled to receive monthly mortgage payments from and after the Confirmation Date. The current adequate protection payments of \$950.00 each due and payable on the 5th day of each month shall continue to be paid to CUCORP, Inc. following the Confirmation Date and shall continue until the aforementioned private sale closes. CUCORP, Inc. shall retain its lien on the subject real property from and after the Confirmation Date pursuant to a valid and properly perfected pre-petition deed of trust. The Allowed Secured Claim of CUCORP, Inc. shall be paid at the closing of the subject real property. Upon payment or other satisfaction of its Allowed Secured Claim, CUCORP, Inc. shall release its lien on the subject property. Any deficiency claim resulting from the sale of the subject real property shall be afforded the treatment accorded to the members of Class 7.

5.03. Class 3 Claims: At the Petition Date, the Claim of Ocwen Loan Servicing, LLC was listed by the Debtor as being secured by a deed of trust lien on certain real property located at 405 E. 8th Street Columbia, Tennessee 38401. The Debtor believes that the real property possesses a current fair market value of at least \$75,100.00. Based upon further research by the Debtor as to the records of the property on file at the Register of Deeds Office for Maury County, Tennessee there was not at the time of filing of the Debtor's petition nor is there presently a Deed of Trust on file evidencing any secured interest in the aforementioned real property for the benefit of Ocwen Loan Servicing, LLC. Additionally, no claim has been filed by Ocwen Financial, LLC by the bar date set for filing of claims in this case. Therefore the previously listed Claim of Ocwen Loan Servicing is deemed to be non-existent and no provision for payment is anticipated in the Debtor's Plan of Reorganization:

5.04. Class 4 Claims: At the Petition Date, the Claims of the Green Tree Servicing, LLC/Ditech Financial, LLC was secured by deed of trust liens on certain residential real properties located at 213 Nowlin Drive, Columbia, Tennessee 38401; 410 Chapman Lane Columbia, Tennessee 38401; and 1509 South Maine Columbia, Tennessee 38401. The Debtor believes that the real properties securing the liens of Green Tree Servicing, LLC/Ditech Financial, LLC possesses a current fair market value of at least \$229,100.00. The Allowed Secured Claims of Green Tree Servicing/Ditech Financial, LLC shall be fully satisfied and discharged as follows:

The Debtor shall use the remaining proceeds from the private sale the real property located at 4029 Scotwood Drive, Nashville, Tennessee after payment of the costs of the sale and the payments of the Allowed Secured Claims of Pentagon Federal Credit Union and Tennessee Teachers Credit Union as described above and pay to Green Tree Servicing, LLC an amount equal to the arrearage portion of the Allowed Secured Claims of Green Tree Servicing, LLC/Ditech Financial, LLC and thereafter pay the normal monthly payments due on those loans from the disposable income of the Debtor from the closing of the sale of the real estate located on 4029 Scotwood Drive Nashville, Tennessee 37211 until the final payments due under the indebtedness on the property on February 1, 2019 for one of the loans and March 1, 2019 for the other two loans. The Claims of the Green Tree Servicing, LLC/Ditech Financial, LLC is reported by the Creditor at \$81,516.92 through November 19, 2014. Green Tree Servicing, LLC/Ditech Financial, LLC shall retain its lien on the subject real properties from and after the Confirmation Date pursuant to valid and properly perfected pre-petition deed of trust liens. Upon payment or other satisfaction of its Allowed Secured Claims, Green

Tree Servicing, LLC/Ditech Financial, LLC shall release its liens on the subject real properties.

From August 2016 or the date of Confirmation of the Debtor's Plan of Reorganization until the curing of the arrearages on the loans of Green Tree Servicing, LLC/Ditech Financial, LLC secured by each of the real properties under Debtor's Plan of Reorganization, Debtor will pay to Green Tree Servicing, LLC/Ditech Financial, LLC an adequate protection payment of \$500.00 per month per property up until the arrearage is cured on that property.

5.05. Class 5 Claims: At the Petition Date, the Claim of Bank of America, N.A./Seterus, Inc. was secured by a deed of trust lien on certain residential real property located at 230 ½ Garner Avenue, Nashville, Tennessee 37115. The Debtor believes that the real property possesses a current fair market value of at least \$72,800.00. The Allowed Secured Claim of Bank of America, N.A./Seterus, Inc. shall be fully satisfied and discharged as follows:

The Debtor shall use the remaining proceeds from the private sale the real property located at 4029 Scotwood Drive, Nashville, Tennessee after payment of the costs of the sale and the payments of the Allowed Secured Claims of Pentagon Federal Credit Union and Tennessee Teachers Credit Union as described above and pay to Bank of America, N.A. an amount equal to the arrearage portion of the Allowed Secured Claim of Bank of America, N.A. and thereafter pay the normal monthly payment due on that loan from the disposable income of the Debtor from the closing of the sale of the real estate located on 4029 Scotwood Drive Nashville, Tennessee 37211 until the final

payments due under the indebtedness on the property on February 1, 2019. The Claim of Bank of America, N.A is reported by the Creditor at \$27,032.41 through December 11, 2014. Bank of America, N.A /Seterus, Inc. shall retain its lien on the subject real properties from and after the Confirmation Date pursuant to valid and properly perfected pre-petition deed of trust lien. Upon payment or other satisfaction of its Allowed Secured Claim, Bank of America, N.A./Seterus, Inc. shall release its lien on the subject real property.

From August 2016 or the date of Confirmation of the Debtor's Plan of Reorganization until the curing of the arrearages on the loans of secured by each of the real properties under Debtor's Plan of Reorganization, Debtor will pay to Bank of America, N.A /Seterus, Inc an adequate protection payment of the normal interest and principal due on Debtor's loan currently estimated to be \$550.00 per month up until the arrearage is cured on the loan secured by the real property located at 230 ½ Garner Avenue, Nashville, Tennessee 37115.

5.06. Class 6 Claims: At the Petition Date, the Claim of General Motors Personal Savings Plan was secured by a garnishment upon the wages of the Debtor to secure repayment of certain loans taken against the assets the Debtor has in the General Motors Personal Savings Plan program. The Debtor believes that the assets Debtor holds in the General Motors Personal Savings Plan program possesses a current fair market value of at least \$241,419.00. The Allowed Secured Claim of General Motors Personal Savings Plan shall be fully satisfied and discharged as follows:

The Debtor shall continue to re-pay the secured loans outstanding via payroll deductions from the time that the Debtor's Plan is confirmed until the loan balances are extinguished. The Claim of General Motors Personal Savings Plan is estimated by the Debtor at \$35,157.83 through December 15, 2014. General Motors Personal Savings Plan shall retain its lien on the subject program plan assets from and after the Confirmation Date pursuant to valid and properly perfected pre-petition garnishment. Upon payment or other satisfaction of its Allowed Secured Claim, General Motors Personal Savings Plan shall release its lien on the subject program plan assets.

5.07. Class 7 Claims: Members of Class 7 consisting of any and all Allowed Claims in Classes 1 - 6 with an unsecured deficiency shall be paid one hundred percent (100%) of their Allowed Claim with interest as provided in 28 U.S.C. § 1961 within approximately five (5) years of the Effective Date.¹ Payments of the amounts due to members of Class 7 under the Plan will satisfy the Debtor's obligation to make

¹ The rate of interest used in calculating the amount of post judgment interest is the weekly average 1-year constant maturity (nominal) Treasury yield, as published by the Federal Reserve System. At July 15, 2016 the rate was 0.52%.

disposable income payments pursuant to Code section 1129(a) (15).

Within ninety (90) days of the Confirmation Date, the Debtor shall distribute, by mail, pro rata all funds deposited to the Class 7 and 9 Creditors' Fund.² Distributions from the Class 7 and 9 Creditors' Fund shall continue quarterly on January 1, April 1, July 1, and October 1 for the five (5) year period following the Confirmation Date or until such Claims are paid in full.

In the event a Claim is disputed, the pro rata share distributable to the holder of such Claim shall be paid into a separate account established to segregate the funds. The segregated funds shall be held until the Court has ruled on the Claim and either allowed or disallowed the Claim. Upon allowance, the pro rata share shall be paid to the holder of the Claim. Upon disallowance, the pro rata share attributable to the disallowed Claim shall be paid back into the Class 7 and 9 Creditors' Fund for distribution to other claimants. Any interest earned on the segregated funds shall be paid monthly into the Class 7 and 9 Creditors' Fund.

The Debtor reserves the right to object to any Claim in this Class.

5.08. Class 8 Claims: Members of Class 8 consisting of any and all general unsecured priority Allowed Claims shall be paid one hundred percent (100%) of their Allowed Claim with interest as provided in 28 U.S.C. § 1961 within approximately five (5) years of the Effective Date.³ Payments of the amounts due to members of Class 8 under the Plan will satisfy the Debtor's obligation to make disposable income payments

² The operation of the Class 7 and 9 Creditors' Fund is more fully described in Section F at page 21 of the Disclosure Statement.

³ The rate of interest used in calculating the amount of post judgment interest is the weekly average 1-year constant maturity (nominal) Treasury yield, as published by the Federal Reserve System. At July 15, 2016 the rate was 0.52%.

pursuant to Code section 1129(a) (15).

Within ninety (90) days of the Confirmation Date, the Debtor shall distribute, by mail, pro rata all funds deposited to the Class 8 Creditors' Fund.⁴ Distributions from the Class 8 Creditors' Fund shall continue quarterly on January 1, April 1, July 1, and October 1 for the five (5) year period following the Confirmation Date or until such Claims are paid in full.

In the event a Claim is disputed, the pro rata share distributable to the holder of such Claim shall be paid into a separate account established to segregate the funds. The segregated funds shall be held until the Court has ruled on the Claim and either allowed or disallowed the Claim. Upon allowance, the pro rata share shall be paid to the holder of the Claim. Upon disallowance, the pro rata share attributable to the disallowed Claim shall be paid back into the Class 8 Creditors' Fund for distribution to other claimants. Any interest earned on the segregated funds shall be paid monthly into the Class 8 Creditors' Fund.

The Debtor reserves the right to object to any Claim in this Class.

5.09. Class 9 Claims: : Members of Class 9 consisting of any and all general unsecured Allowed Claims shall be paid one hundred percent (100%) of their Allowed Claim with interest as provided in 28 U.S.C. § 1961 within approximately five (5) years of the Effective Date.⁵ Payments of the amounts due to members of Class 9 under the Plan will satisfy the Debtor's obligation to make disposable income payments pursuant

⁴ The operation of the Class 7 and 9 Creditors' Fund is more fully described in Section F at page 21 of the Disclosure Statement.

⁵ The rate of interest used in calculating the amount of post judgment interest is the weekly average 1-year constant maturity (nominal) Treasury yield, as published by the Federal Reserve System. At July 15, 2014 the rate was 0.52%.

to Code section 1129(a) (15).

Within ninety (90) days of the Confirmation Date, the Debtor shall distribute, by mail, pro rata all funds deposited to the Class 7 and 9 Creditors' Fund.⁶ Distributions from the Class 7 and 9 Creditors' Fund shall continue quarterly on January 1, April 1, July 1, and October 1 for the five (5) year period following the Confirmation Date or until such Claims are paid in full.

In the event a Claim is disputed, the pro rata share distributable to the holder of such Claim shall be paid into a separate account established to segregate the funds. The segregated funds shall be held until the Court has ruled on the Claim and either allowed or disallowed the Claim. Upon allowance, the pro rata share shall be paid to the holder of the Claim. Upon disallowance, the pro rata share attributable to the disallowed Claim shall be paid back into the Class 7 and 9 Creditors' Fund for distribution to other claimants. Any interest earned on the segregated funds shall be paid monthly into the Class 7 and 9 Creditors' Fund.

A summary of the Class 9 Claims is attached hereto as Exhibit C. The Debtor reserves the right to object to any Claim in this Class

5.10. Class 10 Interests: The sole member of Class 10 consists of the interests of the Debtor, Patrick O'Neal Chevers. Upon payment in full to all creditors as proposed herein, ownership of all property of the estate shall re-vest in the Debtor.

ARTICLE VI

Impairment of Classes

6.01. The following Classes are not impaired under the Plan:

⁶ The operation of the Class 6-7 Creditors' Fund is more fully described in Section F at page 21 of the Disclosure Statement.

(a) Class 10.

6.02. The following Classes are impaired under the Plan:

(a) Classes 1 - 9, by virtue of Code sections 1124(1) and (2).

ARTICLE VII

Executory Contracts and Unexpired Leases

7.01. All executory contracts not previously assumed or rejected with Court approval prior to the Confirmation Date shall be deemed assumed.

7.02. All unexpired leases not assumed or rejected with Court approval prior to the Confirmation Date shall be deemed assumed.

7.03. Parties to an executory contract or unexpired lease with the Debtor who are damaged by the rejection of such a contract or lease shall be treated as a Class 9 claimant. The Debtor does not anticipate any damages resulting from the rejection of any such contracts or leases.

ARTICLE VIII

Means for Execution of the Plan

8.01. The net sale proceeds resulting from the post-petition sale of the real property located at 4029 Scotwood Drive Nashville, Tennessee 37211 combined with funds generated by the Debtor's post-petition earnings constitute the source of the funds that will be used to satisfy the Allowed Claims of creditors. A more complete description of the implementation and means of completing the Plan is set out in the Disclosure Statement. All property shall remain property of the Debtor's estate and shall vest in the Debtor, subject to any valid lien, security interest, mortgage or other interest in property securing an Allowed Claim provided for in the Plan, only upon dismissal,

discharge, or conversion of the case.

8.02. Until the Debtor has satisfied his obligations under the Plan, the Debtor's personal living expenditures (not including taxes) shall not exceed \$50,000 per calendar year, provided that the limitation shall increase by 3.0% per year starting January 1, 2016.

8.03. The Debtor shall have sufficient funds available upon the Confirmation Date to make the payments required hereby.

8.04. Prior to the Effective Date, the Debtor is authorized and directed to execute and deliver all documents and to take and cause to be taken all action necessary or appropriate to execute and implement the provisions of this Plan.

8.05. After the Effective Date, the Debtor will be responsible for evaluating, funding, and pursuing any or none of the claims identified in his Schedule B based on his reasonable business judgment and shall fund such amounts as he, in his sole and absolute discretion, shall deem appropriate and reasonable. All net proceeds realized from the pursuit of any such claims shall be paid to the Class 7 and 9 Creditors' Fund and Class 8 Creditors' Fund.

8.06. A separate trust fund denominated the Class 7 and 9 Creditors' Fund and Class 8 Creditors' Fund shall be established by the Debtor as trustee at Fifth Third Bank Nashville, Tennessee within thirty (30) days of the Confirmation Date. Until such time as creditors are paid in full in accordance with the Plan, the Debtor shall deposit into the Class 7 and 9 Creditors' Fund and Class 8 Creditors' Fund one hundred percent (100%) of the Debtor's projected disposable income resulting from the Debtor's employment or other income. The term "projected disposable income" is defined as total gross income

less: (i) personal living expenditures (including taxes) identified at Exhibit E hereto; and (ii) establishment of a reserve of \$5,000.00.

Deposits of all disposable income shall be made by the Debtor to the Class 7 and 9 Creditors' Fund and Class 8 Creditors' Fund on or before the last day of each month during the term of the Plan. The Debtor shall be the disbursing agent hereunder and shall have the sole and exclusive right to make the distributions required by the Plan. Said disbursing agent may hold or invest the funds in one or more accounts, provided that all investments shall be made in accordance with Code section 345. Said disbursing agent shall not be required to obtain a bond. No payments or distributions shall be made with respect to all or any portion of a Claim until and unless such Claim becomes an Allowed Claim. In the event the Debtor becomes delinquent in the payments required under the Plan or otherwise defaults under any other provision in this Plan, a notice of default may be filed with the Court by the holder of any affected Allowed Claim and the Debtor shall have ten (10) days from the filing date of the notice to cure the default by making any and all then due plan payments. If Debtor fails to timely cure any default, then the outstanding balance owed on such Allowed Claim shall immediately become due and payable.

8.07. After the Effective Date, the Debtor will provide to any interested Creditor semi-annual reports within thirty (30) days after the periods ended June 30 and December 31 of each year. These reports shall include: (i) an itemization of all payments made on the Costs and Expenses of Administration during the previous six months; (ii) an itemization of all payments made on all Allowed Secured Claims during the previous six months; (iii) an itemization of all payments made on all Allowed Claims

during the previous six months; (iv) an itemization of all income earned by the Debtor during the previous six months; (v) an itemization of all personal living expenditures during the previous six months; and (vi) a summary of the efforts to sell the residential real property located at 4029 Scotwood Drive, Nashville, Tennessee 37211. These reports shall be certified by the Debtor confirming that the information contained therein is true and correct to the best of his knowledge, information, and belief.

8.08. After the first distribution has been made, said disbursing agent shall file a report and cause a final decree to be issued.

ARTICLE IX

Modification of the Plan

9.01. Modifications of the Plan may be proposed in writing by the Debtor at anytime before the Confirmation Date, provided that the Plan, as modified, meets the requirements of Code sections 1122 and 1123, and the Debtor shall have complied with Code section 1125.

9.02. The Plan may be modified at any time after the Confirmation Date, provided that the Plan, as modified, meets the requirements of Code sections 1122 and 1123 and the Court, after notice and hearing, confirms such Plan, as modified, under Code section 1129 and the circumstances warrant such modification.

9.03. A holder of a Claim or Interest 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 fixed by the Court, such holder changes its previous acceptance or rejection.

ARTICLE X

General Provisions

10.01. Notwithstanding any other provision of this Plan, each Claim shall be paid only after it has been proven and allowed in accordance with the Code.

10.02. At the option of the Debtor, this Plan may be withdrawn at any time prior to the Effective Date of the Plan. Such option shall be exercised by filing with the Court a notice of withdrawal and mailing a copy of such notice to all creditors, equity security holders and persons specially requesting notices. If such option is timely and properly exercised, the case shall continue and be administered as if the Plan had been withdrawn prior to the Confirmation Date.

10.03. Pursuant to Code section 1123(b)(3)(B), the Debtor shall retain each and every Claim, demand or cause of action whatsoever which the Debtor had or had power to assert immediately prior to confirmation of the Plan, including (without limitation) actions for the avoidance and recovery pursuant to Code section 550 of transfers avoidable by reason of Code sections 544, 545, 547, 548, 549 or 553(b), and may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of same. The Debtor expressly retains the right to compromise, settle or adjust any and all claims for payment owed by another without further notice thereof to creditors and other parties in interest.

10.04. If any payment under the Plan falls due on a non-business day, then such due date shall be extended to the next following business day.

10.05. Any notice hereunder shall be in writing, and if by telegram, telex or facsimile, shall be deemed to have been given when sent, and if mailed shall be deemed to have been given three (3) days after the date when sent by registered or certified mail, postage prepaid, and addressed as follows:

If to Debtor:

with a copy to:

Mr. Patrick O'Neal Chevers
230 ½ Garner Avenue
Nashville, TN 37115

RANDALL K. WINTON
RANDALL K. WINTON
WINTON LAW, PLLC
7003 Chadwick Drive, Suite 151
Brentwood, TN 37027

or at such other address (if any) as may have been designated as an address for such purpose, or at any address of such party appearing in the records of the party giving such notice.

10.06. In the event of any discrepancy between the terms of this Plan and the accompanying disclosure statement or any of the terms or conditions of any note, security agreement, loan agreement, deed of trust or similar instrument, the terms of this Plan shall control.

10.07. Pending the completion of this Plan and the payment of all the amounts contemplated by the Plan, all creditors shall be stayed from proceeding against the Debtor, assets of the Debtor's estate, the Debtor's assets, or any of the Debtor's income.

10.08. After the Confirmation Date, the Debtor shall operate and conduct his affairs free of any restrictions and notice requirements of the Bankruptcy Code and the Bankruptcy Rules (including, but not limited to, the employment and compensation of professional persons), except as specifically provided for in the Plan or the Confirmation Order.

10.09. Except as otherwise ordered by the Court or as expressly provided in, or permitted under, this Plan, the Confirmation Order shall provide, among other things, that all Creditors and persons who have held, hold or may hold Claims that existed prior to the Effective Date, are permanently enjoined on and after the Effective Date against the: (i) commencement or continuation of any judicial, administrative, or other action or proceeding against the Debtor or any of their owned entities on account of Claims against the Debtor, or on account of claims released pursuant to the terms of the Plan;

(ii) enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Debtor or any assets or property of same; or (iii) creation, perfection or enforcement of any encumbrance of any kind against the Debtor arising from a Claim. This provision does not enjoin the prosecution of any claims that arise on or after the Effective Date nor does it enjoin the determination in the Bankruptcy Court of the Allowed Amount of any Claims that arose prior to the Effective Date. Parties asserting entitlement to the payment of Costs and Expenses of Administration incurred prior to the Confirmation Date and holders of Claims shall be permanently enjoined from asserting any Claim against the Debtor or his assets based upon any act or omission, transaction or other activity that occurred prior to the Confirmation Date, except as otherwise provided in the Plan, whether or not a proof of claim or interest was filed and whether or not such Claim or Interest is allowed under Code section 502.

10.10. Except as expressly provided for in this Plan, or allowed by the Court, no interest, penalty, or late charge is to be allowed on any Claim subsequent to the Petition Date.

10.11. No attorneys' fees will be paid with respect to any Claim except as specified herein or as allowed by a prior order of the Court.

10.12. In the event of any alleged default under the Plan, any Creditor or party-in-interest must give a written default notice to the Debtor, with copy to counsel of record for the Debtor, specifying the nature of the default. Upon receipt of the default notice, the Debtor shall have ten (10) days to cure such default from the time of receipt of the default notice. If such default has not been cured within the applicable time period, the default may be brought to the attention of the Court or any other court of competent jurisdiction.

ARTICLE XI

Closing of the Case

11.01. Pursuant to Code section 1141(d)(5), in a case in which the debtor is an individual, confirmation of the plan does not discharge any debt provided for in the plan until the Court grants a discharge on completion of all payments under the plan. However, Code section 1141(d)(5)(B) states that at any time after the confirmation of the Plan, and after notice and a hearing, the Court may grant a discharge to the Debtor before completing all payments under the Plan if: (i) the value, as of the Effective Date of the Plan, of property actually distributed under the Plan on account of each Allowed Claim is not less than the amount that would have been paid on such Claim if the estate of the Debtor had been liquidated under Chapter 7 on such date; and (ii) modification of the Plan under Code section 1127 is not practicable. Notwithstanding anything in this section 11.01 to the contrary and for purposes of clarity, the Debtor shall not be discharged on the Effective Date from his on-going obligations as set forth in this Plan.

Furthermore, the Debtor shall not be discharged from any of his unsecured debts, liabilities or obligations until he has made the payments due to the Allowed Claims of Class 6 and 7 claimants.

Accordingly, at such time as the Debtor's case has been fully administered and all administrative matters or issues requiring any resolution by the Court have been completed or resolved, the Confirmation Order has become final, and the initial payment due under the terms of the Plan has been made, this case shall be closed. To close the case, the Debtor shall file an application for final decree showing that the case has been fully administered and that the Plan has been substantially consummated. The Court shall conduct a hearing upon the application after notice to all creditors, equity security holders and persons specially requesting notice, after which an order approving the Debtor's report and closing the case (final decree) may be entered.

The Debtor shall continue to pay U.S. Trustee quarterly fees until the final decree is entered.

11.02. In the period after Confirmation, but before closing of the case, the Debtor may continue to avail itself of the services of professional persons whose employment was approved at or prior to Confirmation in completing administration of the case and, if necessary, with approval of the Court employ additional professional persons to render services in and in connection with the case. With respect to services rendered and expenses incurred in or in connection with the case by any professional person during such period, the professional person may render periodic billings therefor to the Debtor which shall promptly pay the same, but each such payment shall be subject to review and approval by the Court as to the reasonableness thereof. In its

application for final decree the Debtor shall detail all amounts paid during such period to professional persons as compensation for services rendered or reimbursement of expenses incurred, and with respect to which no prior allowance thereof has been made by the Court. At the hearing on the Debtor's application for final decree, the Court shall consider and determine whether or not such payments shall be approved as reasonable.

ARTICLE XII

Provisions for Continuing Jurisdiction of the Court

12.01. In addition to the continued jurisdiction after the Confirmation Date which is provided for as a matter of law by the Code and Rules, the Court, unless previously ordered otherwise, shall retain exclusive jurisdiction for the following purposes:

(1) The classification of any claim or interest, the determination of such objections as may be filed to Claims, or Interests, and the re-examination of the allowance of any Claim or Interest;

(2) The correction of any defect, the curing of any omission, or the reconciliation of any inconsistency in this Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of this Plan;

(3) To enforce and interpret the terms and conditions of this Plan and otherwise act upon or in regard to the terms and provisions of the Plan;

(4) Entry of any order, including injunctions, necessary to enforce the title, rights, and powers of the Debtor and to impose such limitations and terms of such title, rights, and powers as the Court may deem necessary;

(5) Determination of any Claims asserted by the Debtor against any other

person or entity, including, but not limited to, any right of the Debtor to recover assets pursuant to the provisions of Title 11, if such claim is pursued in the Court prior to the closing of the case;

(6) Determination of all questions and disputes concerning the sale, lease, encumbering, or other transfer of property of the Debtor;

(7) To exercise the jurisdiction granted pursuant to Code section 505(a) and (b) to determine any and all federal, state, local and foreign tax liabilities of, and any and all refunds of such taxes paid by the Debtor.

(8) To determine any and all applications for the assumption or rejection of executory contracts and unexpired leases, and the allowance of any Claims resulting from rejection thereof;

(9) To determine any and all contested matters, applications, adversary proceedings, and litigated matters that may be filed in the Court;

(10) To consider the modification of this Plan after the Confirmation Date as allowed pursuant to the Rules and the Code;

(11) Except as otherwise provided in this Plan, to make any determinations and to issue any orders to enforce, interpret or effectuate the Plan;

(12) To determine such other matters as may be provided for in the Confirmation Order; and

(13) Entry of a final decree closing this case.

Nothing contained in the Plan shall be construed so as to limit the rights of the Debtor to commence or prosecute any claim in any court of competent jurisdiction.

ARTICLE XIII

Provisions for Third Party Releases

13.01. Release: Nothing contained herein shall be deemed to be a release by the Debtor or Reorganized Debtor of any of the causes of action retained by the Debtor pursuant to the Plan including, without limitation, the causes of action described in Schedule B to the Debtor's voluntary petition.

13.02. Injunction: The satisfaction, releases, and discharge pursuant to Article XIII of this Plan shall also act as an injunction against any person commencing or continuing any action, employment of process, or act to collect, offset, or recover any claim or cause of action satisfied, released, or discharged under this Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 105, 524, and 1141 thereof. Except as provided in this Plan or as expressly approved by the Reorganized Debtor, the Releasing Parties (as defined in Section 13.01) shall be precluded and enjoined from asserting against the Released Parties, the Reorganized Debtor, the Debtor's estate or any of the Reorganized Debtor's assets, any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date. Notwithstanding anything in this section 13.02 to the contrary and for purposes of clarity, the Debtor shall not be discharged from any of his unsecured debts, liabilities or obligations until he has made all of the payments due to the Allowed Claims of the Class 7 and 9 claimants under the terms of this Plan.

13.03. Exculpation: The Released Parties shall have no liability to any of the Releasing Parties (as defined in Section 13.01) for any act taken or omission made in

connection with, or arising out of, the Bankruptcy Case, the Disclosure Statement, this Plan or the formulation, negotiation, preparation, dissemination, implementation or the administration of this Plan, any instrument or agreement created or entered into in connection with this Plan, any other act taken or omitted to be taken in connection with, or in contemplation of, any of the restructuring or other transactions contemplated by this Plan, and the property to be distributed or otherwise transferred under this Plan; unless such person obtains the prior approval of the Bankruptcy Court to bring such a claim. Nothing in this Section 13.03 or elsewhere in this Plan shall release, discharge or exculpate any non-Debtor party from (a) any claim owed to the United States government or its agencies, including any liability arising under the Internal Revenue Code or criminal laws of the United States, or (b) any claim of the holder of any Claim except as expressly set forth herein.

Executed at Nashville, Tennessee, as of the date first above written.

Respectfully submitted,

/s/ Patrick O'Neal Chevers

Patrick O'Neal Chevers

/s/ Randall K. Winton

Randall K. Winton

WINTON LAW, PLLC

7003 Chadwick Drive, Suite 151

Brentwood, TN 37027

(615) 739-5820 Telephone

(615) 739-5821 Facsimile

rwinton@rwintonlaw.com

Attorney for the Debtor-in-Possession

EXHIBIT B

FOR OFFICE USE ONLY

DATE: _____

CLASS: _____

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

IN RE:)	
)	
PATRICK O'NEAL CHEVERS,)	Case No. 14-007044-RM3-11
(SSN XXX-XX-5727))	(Chapter 11)
)	Judge Randal S. Mashburn
Debtor-in-Possession.)	

**BALLOT FOR ACCEPTING OR REJECTING
DEBTOR'S PLAN OF REORGANIZATION**

The debtor-in-possession, Patrick O'Neal Chevers, filed a plan of reorganization on December 31, 2014 as first amended May 9, 2015 and second amendment on July 22, 2016 (the "Plan") for the Debtor in this case. The Bankruptcy Court approved a disclosure statement with respect to the Plan (the "Disclosure Statement"). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from:

Randall K. Winton
WINTON LAW, PLLC
 7003 Chadwick Drive, Suite 151
 Brentwood, TN 37027

Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your [claim] [equity interest] has been placed in Class

[____] under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class you are entitled to vote.

If your ballot is not received by Randall K. Winton, WINTON LAW, PLLC, 7003 Chadwick Drive, Suite 151, Brentwood, TN 37027 on or before _____, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

The undersigned, the holder of a Class [____] claim against the Debtor in the unpaid amount of _____ Dollars (\$ _____)

(Check one box only)

[] ACCEPTS THE PLAN

[] REJECTS THE PLAN

The undersigned, the hold of a Class [____] claim against the Debtor, consisting of _____ Dollars (\$ _____) principal amount of [describe bond, debenture, or other debt security] of the Debtor (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

(Check one box only)

ACCEPTS THE PLAN

REJECTS THE PLAN

The undersigned, the holder of Class [____] equity interest in the Debtor, consisting of _____ shares or other interests of [describe equity interest] in the Debtor.

(Check one box only)

ACCEPTS THE PLAN

REJECTS THE PLAN

Dated: _____, 2016.

1. _____
(Name of Creditor – Please Print)

2. _____
(Signature)

3. _____
(Title)

4. _____
(Address)

5. _____
(City) (State) (Zip Code)

RETURN THIS BALLOT ON OR BEFORE _____ TO:

Randall K. Winton
WINTON LAW, PLLC
7003 Chadwick Drive, Suite 151
Brentwood, TN 37027

TO BE COUNTED, THIS BALLOT MUST BE RECEIVED NO LATER THAN

_____, 2016.

EXHIBIT C

**SUMMARY OF UNSECURED CLAIMS
(CLASS 9 CLAIMS)**

<u>Creditor</u>	<u>Amount</u>
ECMC	\$22,624.26
Pentagon Federal Credit Union	7,620.05
Pentagon Federal Credit Union	7,510.40
Firestone	482.42
KOHL'S/CAPONE	327.54
Credit First/CFNA	374.00
Diversified Consultant	798.00
Crd Prt Asso.	177.00
Lansing Professional	100.00
James Lamond, DDS	29.80
Fox Collection Center	<u>32.00</u>
TOTAL	<u>\$40,075.47</u>

EXHIBIT E

Patrick O'Neal Chevers Projected Income and Expense Statement

	<u>Monthly</u>	<u>After August 2015</u>
Regular Wages	\$6,027.14	\$6,027.14
Overtime	<u>1,487.94</u>	<u>1,487.94</u>
Gross Wages	7,515.08	7,515.08
Payroll Deductions:		
Income Tax and Payroll Taxes	2,442.27	2,442.27
Voluntary Contributions to Retirement Plans	181.87	181.87
Required Repayment of Retirement Plan Loans	588.55	588.55
Insurance	94.81	94.81
Child Support	630.98	0.00
Union Dues	67.21	67.21
Total Payroll Deductions	4,005.69	3,374.71
Net Wages	3,509.39	4,140.37
Rental Property Income	1,326.01	1,326.01
Wages from Part-time Employment	0.00	1,000.00
Total Income	4,835.40	6,436.38

Expenses:	<u>Monthly</u>	<u>After August 2015</u>
Mortgage payment	\$454.76	\$454.76
Home maintenance	50.00	50.00
Electricity	200.00	200.00
Water and sewerage	50.00	50.00
Telephone and cable	90.00	90.00
Food and housekeeping	350.00	350.00
Clothing, laundry, and dry cleaning	70.00	70.00
Personal care products	50.00	50.00
Medical and dental expenses	50.00	50.00
Transportation	400.00	400.00
Charitable contributions	400.00	400.00
Vehicle insurance	80.00	80.00
Chapter 11 U.S. Trustee Fees	<u>108.33</u>	<u>108.33</u>
 Total Expenses	 <u>\$2,353.09</u>	 <u>\$2,353.09</u>
 Disposable Income	 <u>\$2,482.31</u>	 <u>\$4,083.29</u>

EXHIBIT F
LIQUIDATION ANALYSIS

Description of Assets	Liquidation Value	Debtor's Exemptions	Secured Claims	Net Equity
1. Real Property	550,400.00	5,000.00	202,623.40	342,776.60
2. Bank Accounts	8,919.34	8,919.34	0.00	0.00
3. Household goods	6,600.00	280.66	0.00	6,319.34
4. Books, pictures, etc.	100.00	0.00	0.00	100.00
5. Wearing apparel, jewelry	900.00	300.00	0.00	600.00
6. Sports and hobby equip.	800.00	800.00	0.00	0.00
7. Retirement plans	306,020.14	270,862.31	35,157.83	0.00
8. Unliquidated claims	14,448.00	0.00	0.00	14,448.00
9. Automobiles	<u>4,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,500.00</u>
Totals	<u>\$892,687.48</u>	<u>\$286,162.31</u>	<u>\$237,781.23</u>	<u>\$368,743.94</u>
Liquidation Value	\$892,687.48			
Less:				
Liquidation Expenses	35,000.00			
Debtor's Exemptions	286,162.31			
Secured Claims	237,781.23			
Chapter 11 Administrative Expenses:	500.00			
Commissions and Chapter 7 Administrative Expenses	20,607.03			
Priority Claims	5,357.03			
Net Amount Available for Distribution to Unsecured, Non-priority creditors:	<u>\$307,279.88</u>			