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Patrick H. Brick, Attorney  
520 Pike Street, Ste 2250  
Seattle, WA 98101  
(206) 282-8644

Honorable Christopher M. Alston  
Chapter 11

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re:	)	No. 15-15203 CMA
MICHAEL G. McLAUGHLIN.	)	
JANEEN D. McLAUGHLIN,	)	<b>DEBTORS' DISCLOSURE STATEMENT</b>
Debtors.	)	

**I. INTRODUCTION**

**MICHAEL G. and JANEEN D. McLAUGHLIN**, (hereinafter "Debtor" or "McLaughlin") converted their voluntary petition under Chapter 13 to a proceeding under Chapter 11 of the United States Bankruptcy Code (hereafter "Code") on December 3, 2016. Debtors submit the following Disclosure Statement and Plan pursuant to 11 U.S.C. §§ 1121 and 1125. The purpose of the Disclosure Statement is to explain the Plan of Reorganization and provide you with material needed to vote on the Plan, as may be applicable.

This Disclosure Statement describes:

- The Debtors and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you

1 hold (*i.e.*, what you will receive on your claim or equity interest if the plan  
2 is confirmed),

- 3 • Who can vote on or object to the Plan,
- 4 • What factors the Bankruptcy Court (the “Court”) will consider when  
5 deciding whether to confirm the Plan,
- 6 • Why Debtor believes the Plan is feasible, and how the treatment of your  
7 claim or equity interest under the Plan compares to what you would  
8 receive on your claim or equity interest in liquidation, and
- 9 • The effect of confirmation of the Plan.

10 Be sure to read the Plan as well as this Disclosure Statement. This Disclosure  
11 Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your  
12 rights. The Proposed Plan is attached hereto as Exhibit A, followed by several further  
13 exhibits that provide financial information about the debtors.

14 A. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

15 The Court has not yet confirmed the Plan described in this Disclosure Statement.  
16 This section describes the procedures pursuant to which the Plan will or will not be  
17 confirmed.

18 1. *Time and Place of the Hearing to Finally Approve This Disclosure  
19 Statement and Confirm the Plan*

20 The hearing at which the Court will determine whether to finally approve this  
21 Disclosure Statement and confirm the Plan will take place on at a date, time and  
22 Courtroom to be set, and you will be notified of the hearing.

23 2. *Deadline For Voting to Accept or Reject the Plan*

24 If you are entitled to vote to accept or reject the plan, vote using the ballot form  
25 that will be sent to you, and return the ballot to Patrick Brick, 520 Pike Street, Suite 2250,  
26 Seattle, WA 98101. See section IV.A. below for a discussion of voting eligibility  
27  
28

1 requirements. Your ballot must be received no later than seven (7) days prior to the  
2 hearing on confirmation or it will not be counted.

3  
4 3. *Deadline For Objecting to the [Adequacy of Disclosure and]  
Confirmation of the Plan*

5  
6 Objections to this Disclosure Statement or to the confirmation of the Plan must be  
7 filed with the Court and served upon Patrick H. Brick, 520 Pike Street, Suite 2250,  
8 Seattle, WA 98101 or upon Patrick H. Brick via the Court's ECF filing system no later  
9 than seven (7) days prior to the confirmation hearing, which will be set by the Court.

10  
11 4. *Identity of Person to Contact for More Information*

12 If you want additional information about the Plan, you should contact Patrick H.  
13 Brick, 520 Pike Street, Suite 2250, Seattle, WA 98101.

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16 **B.Disclaimer**

17 ***The Court has not yet conditionally approved this Disclosure Statement***  
18 ***as containing adequate information to enable parties affected by the Plan to***  
19 ***make an informed judgment about its terms. The Court has not yet determined***  
20 ***whether the Plan meets the legal requirements for confirmation, and the fact***  
21 ***that the Court has approved this Disclosure Statement does not constitute an***  
22 ***endorsement of the Plan by the Court, or a recommendation that it be accepted.***  
23 ***The Court's approval of this Disclosure Statement is subject to final approval at***  
24 ***the hearing on confirmation of the Plan. Objections to the adequacy of this***  
25 ***Disclosure Statement may be filed until seven (7) days prior to the hearing.***

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28 **II. BACKGROUND**

**A. Description and History of the Debtors.**

Michael and Janeen McLaughlin have been real estate agents for several decades,  
and have been successful as such for most of their many years of representing buyers and

1 sellers. They have focused primarily on the east side of the Seattle metropolitan area –  
2 Redmond, Bellevue, Kirkland, etc.

3 Through their many years in the real estate business, debtors themselves have  
4 purchased properties. As of last year, debtors own a rental townhome in Mount Vernon,  
5 WA, and a rental home in Gardena, CA.  
6

7 As with many other individuals engaged in the real estate industry, the debtors fell  
8 on difficult times in the 2008 real estate crash. Real estate sales income is of course  
9 entirely dependent upon sale closing commissions, and debtors were not excepted from  
10 the fallout of the severe downturn.  
11

12 Due to those difficult times, debtors filed Chapter 7 bankruptcy in 2010, receiving a  
13 discharge of debts in November, 2010. At that time, debtors owned the above properties,  
14 and were making payments on the respective mortgages on the properties.  
15

16 However, the mortgage on the Gardena, CA property remained problematical, and  
17 that property went into and out of the lender foreclosure track during the 2014-2015 period.  
18 Finally, by late summer 2015, it became rather certain the Gardena property would go to  
19 foreclosure sale set for September 3, 2015.  
20

21 Debtors therefore filed a short form emergency Chapter 13 on August 28, 2015 to  
22 stop the sale. Debtors subsequently filed a motion to convert the proceeding to a Chapter  
23 11 proceeding, because the total amount of the secured mortgages on debtors' real  
24 properties exceeded the eligibility secured claim limit for Chapter 13.  
25

26 Debtors and their counsel believed debtors were eligible for Chapter 13 relief.  
27 Debtors as noted received a Chapter 7 discharge in November, 2010, and therefore, had  
28 essentially no "debt" in the normal sense, a discharge of debt being a legal extinguishment

1 of personal liability on the debt. Their discharge included the mortgage debts. A debtor  
2 with discharged debts can still file for bankruptcy to cure mortgage arrearages, and that is  
3 why the McLaughlins filed for Chapter 13.  
4

5 However, after research by the debtors' counsel, it was decided that conversion to  
6 Chapter 11 was warranted. Case law is scant, but some authority was found that  
7 discharged debt that is secured by collateral, such as mortgage liens, are still "claims" that  
8 can be pursued by remedies other than monetary collection.  
9

10 With mortgage liens on real property, typically that pursuit is foreclosure, just as  
11 what had been happening with the Gardena, CA property, since liens generally survive  
12 bankruptcy, separately from the discharged debt, as do any remedies, such as foreclosure.  
13 There was no case authority found that squarely ruled that discharged debts had to be  
14 included in calculation of Chapter 13 debt limit eligibility, but the pertinent case law stated  
15 that mortgage liens post -bankruptcy were still claims, and as such, were 'co-extensive' or  
16 even equivalent to 'debt,' for bankruptcy purposes, according to case authority.  
17

18 Hence, the conversion to Chapter 11, due to the total amount of debt represented  
19 by the secured mortgages, the order converting the case to Chapter 11 entered by the  
20 bankruptcy court December 3, 2015.  
21

22 The debtors in general have been paying their mortgages for many years, but the  
23 California property remained somewhat problematical. Debtors executed and sent multiple  
24 sets of documents to the lender for mortgage modification purposes. They were never  
25 denied a modification, only met with continual requests to keep sending in paperwork  
26 whilst foreclosure proceedings ramped up during the summer of 2015.  
27  
28

1 Thankfully for debtors, the real estate market has been rebounding in the past year,  
2 and continues apace. Mr. McLaughlin is retired from active real estate work, except for  
3 lending occasional assistance to his spouse, who continues full time in real estate work. In  
4 addition to real estate commissions, debtors receive rental income from their two rental  
5 properties, as well as Social Security benefits, which in total funds their mortgage  
6 payments and other expenses, and will continue to do so.  
7

8 B. Insiders of the Debtors.

9 This is an individual Chapter 11 proceeding, husband and spouse. There are no  
10 insiders of the debtor as defined in §101(31) of the Code.  
11

12 C. Management of the Debtor Before and During the Bankruptcy.

13 Management of the Debtors Before and During the Bankruptcy. The debtors  
14 manage their own household and financial affairs, with use of an accountant for tax  
15 preparation on a yearly basis.  
16

17 D. Events Leading to Chapter 11 Filing.

18 As noted above in History and Description of the Debtors.

19 E. Projected Recovery of Avoidable Transfers.

20 None – Not Applicable.  
21

22 F. Claims Objections.

23 The bankruptcy court set a Claims Bar Date of June 3, 2016. Proofs of Claim and  
24 Amended Proofs of Claim have been filed by Citimortgage and Bank of America for  
25 mortgages on debtors' residence; Shellpoint Mortgage on debtors' Gardena, CA property;  
26 Bank of America and SLS/E Trade on debtors' Mt. Vernon property; Midland Credit  
27 Management for a revolving credit account believed to have been discharged in 2010; and  
28

1 the Internal Revenue Service. Debtors believe that some of the total mortgage claim  
2 amounts are less than 100% accurate, in that some amounts on some claims appear to  
3 include late charges and other fees assessed during the bankruptcy. Possibly there were  
4 charges added several years ago as well, during their previous Chapter 7 bankruptcy.  
5 Those issues will be addressed with the respective mortgage creditors at or near the time  
6 of plan confirmation.  
7

8 It should be noted that when the bankruptcy was filed, debtors were already in the  
9 process of making monthly payments to the Internal Revenue Service under an Offer in  
10 Compromise Agreement. That Agreement was assumed by the debtors by order of the  
11 bankruptcy court entered on December. Since then, debtors have paid their IRS  
12 indebtedness in full under the Agreement as of approximately August 1, 2016, and the IRS  
13 is expected to withdraw its Proof of Claim filed in the case.  
14

15  
16 G. Current and Historical Financial Conditions.

17 Real estate sales is an intensely competitive business, especially in a "hot" market,  
18 such as now, in the Seattle area. On the eastside, homes often sell in one or two days,  
19 with multiple offers. Ms. McLaughlin has represented buyers and sellers for approximately  
20 40 years, and Mr. McLaughlin, approximately 26 years. They were with Windermere Real  
21 Estate for approximately 18 years, and since have been with Coldwell Banker Bain, 150  
22 Bellevue Way SE, Bellevue, WA 98004.  
23

24 Both Ms. And Mr. McLaughlin have historically been financially successful in real  
25 estate, but the ebb and flow of the market naturally results in income variations, as it will  
26 since commissions are not a regular salary form of payment. However, debtors have the  
27  
28

1 additional cushion of rental income and Social Security benefits, and both debtors have  
2 reached the age where they can work and receive the benefits without reduction.

3  
4 In the months of April through September, 2016, debtors' gross income has  
5 averaged \$14,394 per month. At any given time, monthly income may not reflect new  
6 listings, or closings scheduled for one to two months in the future. Moreover, some  
7 scheduled closings are extended or delayed. June through September months brought  
8 less income, because of lack of inventory, and the fact that Ms. McLaughlin's annual 'desk  
9 fees' were still being deducted from commissions. But Ms. McLaughlin has a new listing to  
10 sell a ten-acre parcel near Olympia that is zoned mixed commercial and residential  
11 development, a property type in high demand. Ms. McLaughlin may also be acting as  
12 agent for purchases soon, for Vulcan Development. November 2016 so far, commission  
13 income for the debtors is more than \$12,000.  
14

15  
16 Based on current information known, debtors project their income for the first half of  
17 2017 onward to be no less than what would average out to \$12,000 per month.

### 18 **III.SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS** 19 **AND EQUITY INTERESTS**

#### 20 **a. What is the Purpose of the Plan of Reorganization?**

21 As required by the Code, the Plan places claims and equity interests in various  
22 classes and describes the treatment each class will receive. The Plan also states  
23 whether each class of claims or equity interests is impaired or unimpaired. If the Plan is  
24 confirmed, your recovery will be limited to the amount provided by the Plan.  
25

#### 26 **b. Unclassified Claims**

27 Certain types of claims are automatically entitled to specific treatment under the  
28 Code. They are not considered impaired, and holders of such claims do not vote on the



1 Plan. They may, however, object if, in their view, their treatment under the Plan does not  
 2 comply with that required by the Code. As such, the Plan Proponent has *not* placed the  
 3 following claims in any class:  
 4

5 i. *Administrative Expenses*

6 Administrative expenses are costs or expenses of administering the Debtor's  
 7 chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative  
 8 expenses also include the value of any goods sold to the Debtor in the ordinary course  
 9 \_\_\_\_\_  
 10 of business and received within 20 days before the date of the bankruptcy petition. The  
 11 Code requires that all administrative expenses be paid on the effective date of the Plan,  
 12 unless a particular claimant agrees to a different treatment.

13 The following chart lists the Debtor's estimated administrative expenses,  
 14

Type of Admin. Expense	Est. Amt.	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After the Petition Date	0	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	0	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	Est. Post-Petition Fees \$6000	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	0	Paid in full on the effective date of the Plan

Other administrative expenses	0	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	0	Paid in full on the effective date of the Plan
<b>TOTAL</b>	<b>\$7000</b>	

1. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the date of the order confirming the Plan of Reorganization. As noted above, debtors assumed an Offer in Compromise Agreement and completed payment thereunder on or about August 1, 2016. There are thus no priority tax or other tax claims known to exist.

2. *Classes of Claims and Equity Interests*

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

*ii. Classes 1 - 4: Secured Mortgage Claims*

These claims are secured by property of the estate, debtors' residence and two rental properties.

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<b>Class #</b>	<b>Description</b>	<b>Impairment</b>	<b>Treatment</b>
1	Redmond First, Citimortgage	Unimpaired	Payment pursuant to contract
2	Mt. Vernon Rental,* First and Second Mortgages	Unimpaired	Payment pursuant to contract
3	Redmond Second, BOA	Impaired	Payment pursuant to contract after modification of mortgage, or pursuant to existing contract with additional arrearage cure over life of Plan if modification not accomplished

4	Gardena CA Mortgage, Shellpoint	Impaired	Payment pursuant to contract after modification of mortgage, or pursuant to existing contract with additional arrearage cure over life of Plan if modification not accomplished

1 [\*In regard to debtors' Mt. Vernon rental property, debtors are considering the  
 2 possibility of selling this property in the near future in order to utilize the proceeds to pay  
 3 down the BOA second on debtors' Redmond home, and/or the Shellpoint mortgage on the  
 4 Gardena rental property].

5 *iii. General Unsecured Claims*

Class #	Description	Impairment	Treatment
5	Convenience Class of Unsecured General Claims, no claims known	Impaired	No claims known of, but any such claims that become known will receive best efforts payment over life of the plan of Plan, totaling five percent

12  
13 **IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

14 To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of  
 15 the Code. These include the requirements that: the Plan must be proposed in good faith;  
 16 at least one impaired class of claims must accept the plan, without counting votes of  
 17 insiders; the Plan must distribute to each creditor and equity interest holder at least as  
 18 much as the creditor or equity interest holder would receive in a chapter 7 liquidation case,  
 19 unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be  
 20 feasible. These requirements are not the only requirements listed in § 1129, and they are  
 21 not the only requirements for confirmation.  
 22  
 23

24 A. Who May Vote or Object

25 Any party in interest may object to the confirmation of the Plan if the party believes  
 26 that the requirements for confirmation are not met.  
 27

28 Some parties in interest in a bankruptcy, however, are not entitled to vote to  
 accept or reject the Plan. A creditor or equity interest holder has a right to vote for or

1 against the Plan only if that creditor or equity interest holder has a claim or equity interest  
2 that is both (1) allowed or allowed for voting purposes and (2) impaired.

3 In this case, the Plan Proponents believe that secured claim classes are  
4 unimpaired except as otherwise noted. The General Unsecured Claim Class is impaired.  
5

#### 6 B. What Is an Allowed Claim or an Allowed Equity Interest?

7 Only a creditor or equity interest holder with an allowed claim or an allowed equity  
8 interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if  
9 either (1) the Debtor has scheduled the claim on the Debtors schedules, unless the claim  
10 has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a  
11 proof of claim or equity interest, unless an objection has been filed to such proof of claim  
12 or equity interest. When a claim or equity interest is not allowed, the creditor or equity  
13 interest holder holding the claim or equity interest cannot vote unless the Court, after  
14 notice and hearing, either overrules the objection or allows the claim or equity interest for  
15 voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.  
16  
17

##### 18 1. What Is an Impaired Claim or Impaired Equity Interest?

19 As noted above, the holder of an allowed claim or equity interest has the right to  
20 vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the  
21 Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual  
22 rights of the members of that class.  
23  
24

##### 25 2. Who is **Not** Entitled to Vote

26 The holders of the following five types of claims and equity interests are *not* entitled  
27 to vote:  
28

- holders of claims and equity interests that have been disallowed by an

1 order of the Court;

- 2
- 3 • holders of other claims or equity interests that are not “allowed
  - 4 claims” or “allowed equity interests” (as discussed above), unless
  - 5 they have been “allowed” for voting purposes
  - 6
  - 7 • holders of claims or equity interests in unimpaired classes;
  - 8
  - 9 • holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and
  - 10 (a)(8) of the Code; and
  - 11
  - 12 • holders of claims or equity interests in classes that do not receive or
  - 13 retain any value under the Plan;
  - 14
  - 15 • administrative expenses.

16 ***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to***

17 ***the Confirmation of the Plan [and to the Adequacy of the Disclosure Statement].***

18

19 3. Who Can Vote in More Than One Class

20 A creditor whose claim has been allowed in part as a secured claim and in part as

21 an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to

22 accept or reject a Plan in each capacity, and should cast one ballot for each claim.

23

24 C. Votes Necessary to Confirm the Plan

25 If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one

26 impaired class of creditors has accepted the Plan without counting the votes of any insiders

27 within that class, and all impaired classes have voted to accept the Plan, unless the Plan is

28 eligible to be confirmed by a cram down on non-accepting classes, as discussed later in

Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan*

1 A class of claims accepts the Plan if both of the following occur: (1) the holders of  
2 more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to  
3 accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the  
4 allowed claims in the class, who vote, cast their votes to accept the Plan.  
5

6 A class of equity interests accepts the Plan if the holders of at least two-thirds  
7 (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to  
8 accept the Plan.  
9

## 10 2. *Treatment of Nonaccepting Classes*

11 Even if one or more impaired classes reject the Plan, the Court may nonetheless  
12 confirm the Plan if the nonaccepting classes are treated in the manner prescribed by §  
13 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a  
14 cram down plan. The Code allows the Plan to bind nonaccepting classes of claims or  
15 equity interests if it meets all the requirements for consensual confirmation except the  
16 voting requirements of § 1129(a)(8) of the Code, does not discriminate unfairly, and is fair  
17 and equitable toward each impaired class that has not voted to accept the Plan.  
18  
19

20  
21 ***You should consult your own attorney if a cramdown at confirmation will***  
22 ***affect your claim or equity interest, as the variations on this general rule are***  
***numerous and complex.***

### 23 D. Liquidation Analysis

24 To confirm the Plan, the Court must find that all creditors and equity interest  
25 holders who do not accept the Plan will receive at least as much under the Plan as such  
26 claim and equity interest holders would receive in a chapter 7 liquidation.  
27

### 28 A. Feasibility

1           The Court must find that confirmation of the Plan is not likely to be followed by  
2 the liquidation, or the need for further financial reorganization, of the Debtor or any  
3 successor to the Debtor, unless such liquidation or reorganization is proposed in the  
4 Plan.  
5

6           1. Ability to Initially Fund Plan  
7

8           The debtors are not so much commencing payments under the Plan, as continuing  
9 payments they have already been making, except for the second mortgage on the  
10 residence, and the mortgage on the Gardena, CA rental. Payments made by debtors shortly  
11 after their bankruptcy filing, however, were returned. Debtors are definitely going to work out  
12 a modification on these mortgages or begin making payments on them, or both, no later than  
13 ninety (90) days after the Plan is confirmed, or as soon as required after successful  
14 modification, as the case may be, on these mortgages.  
15

16           2. Plan Implementation and Future Plan Payments  
17

18           The Plan payments will be made as payments have already been made since  
19 debtors filed for Chapter 13, which payments have been by way of direct monthly  
20 payments to the creditors. Although debtors' real estate commission income varies month  
21 by month, debtors believe that their historical income and projected income demonstrates  
22 a sufficient revenue flow over the life of the Plan to make the required Plan payments. The  
23 Plan Proponent has provided projected financial information as an Exhibit to this  
24 Disclosure Statement.  
25

26           3. Source of Payments; Risk Factors  
27  
28



1           Payments and distributions under the Plan will be funded by the  
2 Debtors' usual real estate work, rental income and Social Security benefits.

3 The proposed Plan has the following risks:  
4

5           The Plan and its success is dependent on the continued ability of debtors to  
6 generate income from their real estate profession. A serious downturn in the Seattle real  
7 estate market could obviously affect debtors' income and regular cash flow. Both debtors  
8 are advancing in years, but have showed no signs of slowing down, and both have no  
9 intent to completely retire anytime soon. Both debtors and especially Ms. McLaughlin are  
10 completely committed to the real estate profession, as has been the case for nearly forty  
11 years.  
12

#### 13           4. Executory Contracts and Unexpired Leases 14

15           The Debtors previously assumed an Offer in Compromise Agreement with the  
16 Internal Revenue Service, which was in place and being performed as of time of their  
17 bankruptcy filing. The bankruptcy court's order on that assumption was entered on  
18 December 3, 2015. Debtors have since completed payment under the Agreement, and  
19 its successful completion has been verified in writing by the IRS.  
20

### 21           **V. EFFECT OF CONFIRMATION OF PLAN** 22

23           A. On the effective date of the Plan, debtors generally will be bound by the terms  
24 of the Plan. The debtors have previously received a Chapter 7 discharge of their debts,  
25 including the mortgage loans on the debtors' three real properties. All such creditors,  
26 however, retain their rights as against those real properties as collateral securing the  
27 loans thereon.  
28

1 B. The Plan Proponent may modify or amend the Plan and this Disclosure  
2 Statement at any time before confirmation of the Plan. However, the Court may require  
3 a new disclosure statement and/or revoting on the Plan. The Plan Proponent may also  
4 seek to modify the Plan at any time after confirmation only if (1) the Plan has not been  
5 substantially consummated and (2) the Court authorizes the proposed modifications  
6 after notice and a hearing.  
7

8 C. Final Decree  
9

10 Once the estate has been fully administered, as provided in Rule 3022 of the  
11 Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the  
12 Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to  
13 obtain a final decree to close the case. Alternatively, the Court may enter such a final  
14 decree on its own motion.  
15

16 Respectfully submitted this 18<sup>th</sup> day of November, 2016.  
17

18 /s/Michael G. McLaughlin  
19 Michael G. McLaughlin

/s/Janeen D. McLaughlin  
Janeen D. McLaughlin

20 /s/Patrick H. Brick  
21 Patrick H. Brick, WSBA #17987  
22 Attorney for Debtors  
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