

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE:

CASE NO.

CHAPTER 13

DEBTOR(S)

Section A

Motion for Authority To Sell Property

NOW INTO COURT comes _____, debtor(s) in the above numbered and captioned case (“Debtors”), who with respect represent(s):

1.

On __[filing date]_____, Debtor(s) filed a voluntary petition for relief under Title 11, chapter 13 of the Bankruptcy Code.

2.

This Court has jurisdiction over the matters presented herein, which are core in nature, pursuant to 28 U.S.C. §157(b)(2)(A),(N) and (O), 28 U.S.C. §1334 and 11 U.S.C. §363.

3.

On __[confirmation date]_____, this Court confirmed Debtor(s)’ plan of reorganization. The originally confirmed plan [was modified/ has not been modified] (the originally confirmed plan, together with all approved modifications, is collectively referred to as the “Plan”). Under the terms of the Plan, Debtor(s) are required to make __[number] of payments at \$ _____ per month to the Trustee for _____ months. Debtor(s) also agreed to make payments, in the amount(s) of \$ _____ per month, directly to their secured lender, _____ name _____.

4.

As of [date], Debtor(s)' Plan is in month [number] with [number] months remaining. Debtor(s) is [current/ not current] with payments to the Trustee.

5.

Debtor(s) desire to sell [general property description]. At the time of confirmation, the property was valued at \$_____ according [to Debtors(s) schedules, which was not challenged or pursuant to a finding by this Court after a valuation hearing]. Debtor(s) won a _____ % interest in the property.

6.

The property is encumbered by a secured claim of [lender] which as of the confirmation date was \$_____. Additionally, Debtor(s) claimed an exemption over this asset in the amount of \$_____. Therefore the value of the property to the estate, at the time of confirmation, was \$_____. The balance due [secured lender] is now \$_____ due to post confirmation payments by Debtor(s).

7.

Debtor(s) have obtained an offer to purchase ___[property]_____ from _____ for a price of _____. The purchase price was obtained by arms length negotiations. The purchaser is not an insider of Debtor(s) or otherwise not disinterested. A copy of the offer is attached hereto and incorporated herein as if copied *in extenso*. The property has a value of \$_____ [over/under] that identified at confirmation. Debtor(s) allege that the [increase/decrease] in value is due to _____.

8.

The proceeds of the sale will be used to satisfy normal costs of closing, including but not limited to, realtor or broker's commissions of ____%, recordation, notarial, or other fees; pro rata and unpaid property taxes, [and [other]] estimated to be \$_____. Debtor(s) will supply Trustee with a copy of their closing statement within thirty (30) days of the entry of an order approving this Motion.

9.

After satisfaction of the above amounts, the remaining proceeds, estimated to be \$_____ will be [used for _____] or turned over to the Trustee for payment to _____]. *If to the Trustee:* This payment [shall/ shall not] constitute an additional distribution under the Plan. [if the payment will not be an additional distribution, explain how it is to be applied, i.e. which payments under the Plan it will satisfy.]

Note: If Debtor(s) propose to retain all or a portion of the proceeds of sale, an explanation as to why they are entitled to do so or a request for the use of funds must be included with the Motion.

10.

The sale of the property will not affect Debtor(s) ability to make Plan payments in the future. Debtor(s) [no longer need a vehicle because, will live (where), have found a less expensive vehicle or home (explain), etc.].

[Note: New I & J schedules may be required if the payments previously made to secured claimants materially change their disposable income from that calculated at confirmation. Proof of new or additional income or a change in expenses may also be required.]

OR

The amounts forwarded to the Trustee will satisfy Debtor(s)' obligations under the Plan.

WHEREFORE, _____, debtors in the above captioned proceedings, pray(s) that after notice, the expiration of all legal delays, and hearing, that this Motion to Sell Property be granted under the terms and conditions set forth above and for all other general and equitable relief.

Respectfully submitted,