

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re:) **Case No.**
)
) **NOTICE OF INTENT TO INCUR**
) **POST-PETITION DEBT**
)

Debtor(s) intends to enter into a post-petition credit transaction as set forth below pursuant to 11 U.S.C. §§363, 1303, 1305 and Fed.R.Bankr.P. 4001.

NOTICE IS GIVEN THAT any party objecting to Debtor(s) incurring post-petition debt must file an objection within fourteen (14) days. Any objection must be filed with the Clerk of the United States Bankruptcy Court for the Eastern District of Washington, 904 West Riverside Avenue, Suite 304, PO Box 2164, Spokane, WA 99210-2164 no later than _____.

NOTICE IS FURTHER GIVEN if no objections are filed Debtor(s) may enter into the credit transaction on or after _____.

PART A: DESCRIPTION OF PROPERTY SECURING THE POST-PETITION DEBT

Vehicle: _____
(Year, make, model, mileage, NADA value)

Real Estate: _____
(Address, assessed value)

Other: _____
(Description of property)

PART B: TERMS OF POST-PETITION CREDIT TRANSACTION

The amount of the debt to be incurred	\$ _____
Annual interest rate	_____
Monthly payment	\$ _____
Monthly payment includes taxes and insurance (real property)	_____
Contract term (e.g. 60 months, 360 months etc.)	_____
Amount of down payment	\$ _____
Source of down payment	_____

PART C: DEBTOR CERTIFICATIONS

I/we hereby certify that

- 1) incurring this debt will not adversely impact my/our ability to perform under the terms of my/our Chapter 13 Plan,
- 2) my/our Chapter 13 Plan payments are current at this time,
- 3) the financial circumstances that have changed which support this notice are demonstrated in the attached amended Schedule I and J, and
- 4) the terms of the transaction are demonstrated in the true and correct loan documents attached hereto.

Additionally, I/we understand that the post-petition debt described herein shall remain my/our personal legal obligation; it is not discharged in bankruptcy. I further understand that if I/we default on my/our debt during or after my/our bankruptcy case is over, the creditor may be able to take my/our property or wages. Otherwise, the obligation will be determined by the terms of the original agreement set forth herein.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THE TERMS OF THE TRANSACTION, AND THE EFFECTS OF INCURRING THIS CREDIT OBLIGATION.

Debtor

Date

Debtor

Date

PART D: CERTIFICATION BY DEBTOR’S ATTORNEY

I hereby certify that

- 1) this agreement represents a fully informed and voluntary agreement by the Debtor(s),
- 2) this transaction does not impose an undue hardship on the Debtor(s) and I believe the debtor(s) will be able to perform under the contractual terms,
- 3) the plan payments are current at this time,
- 4) I have attached amended Schedules I and J, along with the proposed loan transaction documents, to this notice, and
- 5) I have fully advised the Debtor(s) of the legal effect and consequences of this agreement and any default thereon.

Attorney for Debtor
WSBA No. _____

Date