

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF ARKANSAS  
LITTLE ROCK DIVISION**

**IN RE:        DIANA LINZY**

**4:96-bk-42297 E  
CHAPTER 13**

**DIANA LINZY**

**PLAINTIFF**

**V.**

**AP NO: 4:01-ap-4001**

**JAMES KEETON, and  
SANDRA KEETON**

**DEFENDANTS**

**ORDER AND DECLARATORY JUDGMENT**

Debtor's Complaint For Declaratory Judgment is before the Court. A hearing was held on June 14, 2002, and the Court took the matter under advisement. M. Randy Rice, Esq. appeared for the Plaintiff and Debtor, Diana Linzy, who was also present. James D. Kennedy, Esq. appeared for the Defendants James and Sandra Keeton. Joyce Bradley Babin, Esq., the standing Chapter 13 Trustee, was also present. A Motion for Relief From Stay filed by the Keetons in the case-in-chief was also heard on June 14, 2002, and the Court is entering a separate order in the case-in-chief denying that motion.

This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), and the Court has jurisdiction to enter a final judgment in this case. The following constitutes findings of fact and conclusions of law in accordance with Federal Rule of Bankruptcy Procedure 7052.

**INTRODUCTION**

The Court is asked to determine whether Ms. Linzy has complied with her chapter 13 plan such that her chapter 13 case may be closed. Ms. Linzy asserts that she has substantially complied with her chapter 13 plan (the "**Plan**") and has actually overpaid the balance due the Keetons who are the only long-term creditors to be paid beyond the Plan's three-year term. However, the Keetons

maintain that Ms. Linzy is behind on her payments and the case should remain open until Ms. Linzy is current. The Keetons' claim arose from a Real Estate Sales Contract (the "**Contract**") pursuant to which the Keetons sold and financed Ms. Linzy's residence. This dispute is primarily about whether Ms. Linzy owed the Keetons a monthly payment of \$309.29 as originally set forth in the Contract, or a monthly payment of \$331.30 as set forth in the Plan. It is not disputed that Ms. Linzy was required to pay \$331.30 during the Plan's three-year term in order to comply with the Plan (or that she did so and was current at the end of the Plan's three-year term); rather, it is disputed whether \$331.30 was the payment due on the Contract. Ms. Linzy asserts that her payment of \$331.30 was a voluntary overpayment of \$22.01 (*i.e.*, \$331.30 minus \$309.29) per month while the Keetons assert that it was the actual amount due under the Contract. Consequently, Ms. Linzy maintains that she has overpaid the Keetons since filing bankruptcy while the Keetons argue that Ms. Linzy is approximately \$2,200.00 behind on the Contract payments. As a result, the Keetons and Ms. Linzy also dispute the remaining balance due on the Contract and ask the Court to make a determination of that balance.

## **FACTS**

Pursuant to the Contract, Ms. Linzy purchased a home from the Keetons on November 1, 1994 for a purchase price of \$40,000.00. The Contract provided that Ms. Linzy would make a down payment of \$15,000.00 and pay the remaining balance over a period of 15 years with interest equal to the Federal Discount Rate plus five points. At the time the Contract was executed, the interest rate was 9%. The Contract contemplated a variable interest rate and provided that a balloon note would be due at the end of each year with a new note negotiated each year bearing the applicable interest rate at that time. Ms. Linzy was also responsible for the payment of taxes, insurance and an

escrow service charge under the Contract for a total monthly payment of \$309.29.

In February 1995, the Keetons initiated a foreclosure action in Pope County Chancery Court alleging that Ms. Linzy had never made a payment under the Contract other than the initial down payment of \$15,000.00. Ms. Linzy did not defend the lawsuit, and on May 16, 1996, the Pope County Chancery Court entered a Foreclosure Decree finding that Ms. Linzy owed the Keetons a principal sum of \$24,534.22 plus interest at an annual rate of 10.25% under the Contract. The Decree ordered Ms. Linzy to pay the principal amount plus \$707.61 in accrued interest from February 1, 1996, and \$1,500.00 for attorneys' fees at an annual rate of 10.0%.

Ms. Linzy filed bankruptcy under chapter 13 on June 18, 1996. The required monthly payment under the Plan was \$575.00, and the Plan proposed to pay the Keetons \$331.30 per month on the Contract as a secured debt which would extend beyond the length of the Plan. The total payoff on the home was listed as \$26,196.76, and the interest rate to be paid by the Plan was listed as 10.25%. Ms. Linzy also proposed to pay \$98.00 per month on the Keetons' secured claim for an arrearage of \$2,107.80, and \$30.00 per month on the Keetons' secured claim for \$1,500.00 for attorneys' fees due Alex Street. The Plan was confirmed on August 22, 1996.

Following the Plan's confirmation and near the end of its three-year term, several disputes arose concerning the actual amount of the Keetons' claims, and the disposition of certain insurance proceeds received by the Keetons following a fire at Ms. Linzy's home that occurred in August 1997. The parties settled their dispute and entered into an Agreed Order on August 2, 1999 whereby the Keetons were allowed a total claim of \$26,196.76 as of the date of Ms. Linzy's bankruptcy filing, of which \$21,949.81 represented principal owed on the residence, \$2,107.80 represented the arrearage owed on the residence, and \$2,139.15 represented the secured claim owed for attorneys fees. Additionally, pursuant to the Agreed Order, the Keetons were ordered to turn over \$8,108.61

to Ms. Linzy's attorney as reimbursement for repairs made to the residence following the fire. It is not disputed that the arrearage claim and claim for attorneys' fees have been paid, and there are no remaining disputes as to the fire or insurance proceeds collected following the fire.

Although the Plan should have been completed around July 1999 and Ms. Linzy had made all required Plan payments at that time, the Plan was not closed and still remains open. Ms. Linzy's counsel explained that it was the trustee's policy to require a letter from the creditor stating that the debt was current, and it was his understanding that the Keetons did not submit that letter. David D. Coop was the Chapter 13 Trustee originally assigned to Ms. Linzy's case; in February 2001, the case was reassigned to a different trustee, Joyce B. Babin (the "**Trustee**"). The Trustee testified that her records reflected that on September 23, 1999, the Keetons provided a status report reflecting that Ms. Linzy's payments were current through September 1999 after receiving the August payment issued on September 10, 1999. Ms. Linzy testified that she attempted to have her case closed and discharge entered at that time but was unable to do so. The Trustee testified that although there were some notes in the file indicating that some steps were being taken to close the case, the case was not closed and the records as transferred to her do not provide an explanation. Mr. Coop was not called as a witness, and the Court has no other information to explain why the case was not closed.

Because the Plan was not closed, Ms. Linzy continued to make payments to the Trustee to cover her Contract payment; however, Ms. Linzy ceased making the required plan payments of \$575.00 following her July 1999 payment because the other debts provided for in her Plan had been paid in full. Ms. Linzy contends that she overpaid the Keetons at the end of her three-year plan because she only owed the Keetons \$309.29 per month on the Contract even though her Plan provided for monthly payments of \$331.30. The Keetons maintain that \$331.30 was the monthly Contract payment at the time Ms. Linzy filed bankruptcy. Accordingly, the Contract payments due

from the beginning of the bankruptcy through December 2000 are disputed. However, the Contract payments due in 2001 and 2002 are not in dispute. In accordance with the Contract, the Keetons notified Ms. Linzy that the applicable interest rate increased to 11% for payments beginning in January 2001 for a total monthly payment of \$337.26. Likewise, the Keetons notified Ms. Linzy that the applicable interest rate decreased to 6.5% effective January 2002 for a total monthly payment of \$293.33.<sup>1</sup>

To resolve the dispute over the required Contract payments since Ms. Linzy's bankruptcy filing in June 1996, and to determine the remaining Contract balance, Ms. Linzy filed a Motion for Accounting in August 2000 requesting a Court order directing the Keetons to prepare an accounting of all amounts received by them from the Trustee. The Motion for Accounting also sought a determination that Ms. Linzy was current on the Contract, and that her chapter 13 case should be closed. The Court entered an Order Instructing Creditor to File Accounting. The Keetons filed a summary accounting which did not comply with the Court's Order, and the Court entered an Order Directing Compliance that required an itemized accounting. On January 3, 2001, Ms. Linzy filed this adversary proceeding for a declaratory judgment regarding the payments made to the Keetons in order to close the case. The Keetons finally filed an itemized accounting on April 9, 2001.

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<sup>1</sup>Payments from August 1999 through December 2000 ranged in amount but at the end of 2000, Ms. Linzy had made sufficient payments to cover a monthly payment of \$331.30 to the Keetons with a shortfall of only \$141.00. For the year 2001, Ms. Linzy was \$523.12 behind on the agreed monthly payments of \$337.26, and for the year 2002, Ms. Linzy was \$238.15 behind on the agreed monthly payments of \$293.33. Again, Ms. Linzy's argument is that she only had to pay \$309.29 since the beginning of the Plan such that she was actually ahead by \$286.27 as of June 13, 2002.

## DISCUSSION

Ms. Linzy filed this adversary proceeding requesting a determination that Ms. Linzy has fully complied with the Plan as it relates to the Keetons so that the Trustee may submit a final report and close the case. Both Ms. Linzy and the Keetons have also asked the Court to make a determination of the remaining balance on the Contract.

***A. Should the Plan Have Been Closed After 36 Months, and Is Its Duration Beyond Five Years Cause for Dismissal?***

Before addressing the payments due under Ms. Linzy's Plan and whether she is now entitled to a discharge and to have her case closed, the Court will address *sua sponte* the initial failure to close the Plan when its term expired and payments were completed, and whether the Plan should be dismissed because it has lasted more than 60 months.

Upon the expiration of the Plan's term and receipt of all Plan payments, the Trustee is required to file a final report so that the Court can grant the debtor a discharge and close the case. Fed. R. Bankr. Pro. 5009; 11 U.S.C. §§ 350(a), 704(9), and 1302(b)(2).<sup>2</sup> Pursuant to 11 U.S.C. §

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<sup>2</sup>Rule 5009 provides:

If in a chapter 7, chapter 12, or chapter 13 case the trustee has filed a final report and final account and has certified that the estate has been fully administered, and if within 30 days no objection has been filed by the United States trustee or party in interest, there shall be a presumption that the estate has been fully administered.

Section 350(a) provides:

After an estate is fully administered and the court has discharged the trustee, the court shall close the case.

Section 704(9) which applies to chapter 13 cases pursuant to § 1302(b)(2) provides:

The Trustee shall— make a final report and file a final account of the administration of the estate with the court and with the United States

1328, the Court must grant a debtor a discharge upon completion of all plan payments as soon as it is practicable for the Court to do so. The Court's practice is to wait until its receives a "Certificate of Final Payment and Application for Issuance of Order of Discharge" from the Trustee's office before entering the debtor's discharge.

Through July 1999, the approximate date on which Ms. Linzy's Plan should have closed, Ms. Linzy had not only made 36 payments of \$575.00, but had paid in an additional \$496.48 according to the Trustee's June 13, 2002 report. That report also reveals that by the end of July 1999, 39 payments of \$331.30 had been paid to the Keetons on their claim. According to the Trustee's testimony, the Trustee's records offered no explanation as to why its successor's office failed to close this case when it received a status report from the Keetons in September 1999 indicating that the payments on their claim were current. Ms. Linzy has since expended great effort to close her case, having filed a motion for accounting and this adversary proceeding in order to do so. The issues litigated in this adversary proceeding arose because the Trustee failed to file a Certificate of Final Payment upon the completion of Ms. Linzy's Plan payments. The Court finds that the case should have been closed at that time, and that Ms. Linzy should not be prejudiced because her case was not closed when it should have been. The Court is greatly influenced in reaching its decision by the pertinent fact that Ms. Linzy made all her plan payments but was forced to resort to litigation to obtain a discharge.

The Court next addresses whether the Plan may extend beyond five years. The Bankruptcy Code provides that a chapter 13 plan may not provide for payments for a period longer than three years, unless the Court, upon a finding of cause, approves a longer period not to exceed five years.

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trustee.

11 U.S.C. § 1322(d). While this provision mandates a maximum length for chapter 13 plans before they can be confirmed, it does not provide that chapter 13 cases must be dismissed if they do in fact extend beyond a five-year period. *See In re Harter*, 2002 WL 1271344 (Bankr. S.D. Cal. 2002); *In re Black*, 78 B.R. 840 (Bankr. S.D. Ohio 1987). *But see In re White*, 126 B.R. 542 (Bankr. N.D. Ill. 1991) (dismissal appropriate where debtor materially defaulted in making plan payments and caused plan to extend beyond five years). However, although a plan's extension beyond a term of five years does not alone warrant dismissal, the Court cannot approve a modification to the plan that allows it to extend for a period longer than five years. 11 U.S.C. § 1329(c). *See also In re Cutillo*, 181 B.R. 13, 16 (Bankr. N.D.N.Y. 1987).

Here, the Plan provided for a term of 36 months at its confirmation. Through no fault of the debtor, Ms. Linzy, the Plan was not closed at the end of 36 months even though all plan payments had been made and the one remaining secured creditor had provided a status report indicating that its debt was current. Accordingly, the Plan's duration in length is not grounds for its dismissal, and because Ms. Linzy has substantially complied with the Plan's provisions, the Plan should remain open for a reasonable period to allow Ms. Linzy to make up any deficiencies in her plan payments.

***B. What Were the Required Contract Payments?***

Again, the crux of this case is whether Ms. Linzy was required to pay the Keetons monthly payments of \$331.30 or \$309.29 from the inception of her Plan through December 2000 when the monthly payments were changed and agreed to by the parties in accordance with the Contract. Underlying this dispute is whether Ms. Linzy was required to pay interest on the Keetons' claim at the contract rate of 9% or the current market rate of 10.25% both before and after the expiration of the Plan's three-year term.



**1. The Parties' Arguments.**

Mr. Keeton maintains that the monthly Contract payment was raised from \$309.29 to \$331.30 due to a rise in the applicable interest rate from 9% to 10.25% prior to Ms. Linzy's bankruptcy. Mr. Keeton testified that he had a copy of a letter evidencing this change. Ms. Linzy testified that she never received a letter from Mr. Keeton increasing the contractual payments before she filed bankruptcy. Because Mr. Keeton failed to produce this letter during the discovery process, the Court does not find Mr. Keeton's testimony on this point credible. Ms. Linzy testified that the 10.25% interest rate set forth in her Plan was based on the prime rate at the time her bankruptcy was filed and on the foreclosure decree entered in state court. Ms. Linzy maintains that she only owed the Keetons the contractual payment of \$309.29 per month rather than \$331.30 per month, and that her Plan payments of \$331.30 per month resulted in an overpayment.

Ms. Linzy testified that throughout her Plan (*i.e.*, from July 1996 until present), she has not made any payments to anyone other than the Trustee on the Contract. The Trustee's report dated June 13, 2002 and introduced into evidence reflects that Ms. Linzy has paid \$22,501.70 on the Contract from the inception of her bankruptcy through June 13, 2002 (a total of 71 months not including June 2002). Neither Ms. Linzy nor the Keetons dispute these amounts. Ms. Linzy maintains that as of June 13, 2002, she has overpaid the Keetons by \$286.27 since filing bankruptcy, which was calculated as follows:

Total Amount Paid To Keetons Through Chapter 13 Plan:	\$22,501.70
Less 54 months at \$309.29 per month:	- \$16,701.66
Less 12 months at \$337.26 per month:	- \$4,047.12
Less 5 months at \$293.33 per month:	- \$1,466.65
<b>Total Overpayment:</b>	<b>\$ 286.27</b>

Mr. Keeton calculated an arrearage of approximately \$2,200.00 from September 1999 through June 2002.<sup>3</sup> The Trustee's records shows an arrearage of \$2,210.65 on the Keetons' claim. However, the Trustee's June 13, 2002 report does not contain any information that could explain a deficiency of this amount. Specifically, all information on the loan except for the payments received from Ms. Linzy and the payments made to the Keetons is omitted. The report simply shows the payment information and that there is a deficiency of \$2,210.65. Additionally, the Trustee testified that she does not know specifically how this figure was calculated, but it is more likely than not that in calculating the arrearage, the Trustee's office used the Plan's monthly payment of \$331.30 through December 2000. The Trustee also testified that the arrearage may be based on a status report from the Keetons indicating that the amount needed to bring the account current through January 2001 was \$1,493.31. In any case, even if Ms. Linzy owed \$331.30 per month on the Contract from the beginning of her bankruptcy through December 2000, she is at most only \$902.27 behind on the Contract payments, which is calculated as follows:

Total Amount Paid To Keetons Through Chapter 13 Plan:	\$22,501.70
Less 54 months at \$331.30 per month:	- \$17,890.20
Less 12 months at \$337.26 per month:	- \$4,047.12
Less 5 months at \$293.33 per month:	- \$1,466.65
<b>Total Underpayment:</b>	<b>- \$ 902.27</b>

Accordingly, both the arrearage estimated by Mr. Keeton and indicated on the Trustee's report are

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<sup>3</sup>The calculation of an arrearage from September 1999 through June 2002 is misleading because it does not take into account the three additional payments of \$331.30 that Ms. Linzy made through July 31, 1999 (*i.e.*, 39 rather than 36 payments of \$331.30 had been made through July 31, 1999). Additionally, the Trustee's June 13, 2002 report had not yet paid the June 2002 Contract payment so it should not have been taken into account in calculating an arrearage. Accordingly, even accepting the Keeton's arguments, the arrearage calculated by Mr. Keeton should be reduced by four payments of \$331.30 or a total of \$1,325.20 resulting in an arrearage of approximately \$900.00.

clearly incorrect. The correct arrearage is calculated below following the Court's determination of the required Contract payments.

## **2. The Required Payments.**

Ms. Linzy's 36-month Plan provided that the Keetons would be paid \$331.30 per month, and that the interest rate paid on their claim was 10.25%. Accordingly, the Keetons were entitled to receive 36 payments of \$331.30 with interest calculated at the annual rate of 10.25%. Nevertheless, Ms. Linzy has asserted that the Keetons were only entitled to receive \$309.29 per month during this time period because that is the payment provided by the Contract. By paying \$331.30 per month to the Keetons as required by the Plan, Ms. Linzy argues she overpaid what was due on the Contract such that she could pay less in future months and still be current.

With respect to the first three years of the Plan, this argument must fail because confirmation of a plan binds both the debtor and all creditors to the provisions of the plan under 11 U.S.C. § 1327(a). The confirmation order defines the rights of the creditors and the debtor, and is reciprocally enforceable by both the debtor and all creditors. *See Cone v. Davies*, 143 B.R. 747, 749 (Bankr. Idaho 1992); 3 KEITH M. LUNDIN, CHAPTER 13 BANKRUPTCY, 3D EDITION, § 229.1 at 229-2 (2000). Accordingly, because Ms. Linzy proposed to pay the Keetons 10.25% interest and \$331.30 per month on their claim arising out of the Contract, the Keetons were due 36 payments of \$331.30 per month. In other words, if \$331.30 was not the monthly Contract payment, as Ms. Linzy alleges, she modified the Contract in her Plan to provide a higher interest rate and a higher monthly payment. Although it is generally improper to modify a long-term debt in this manner because it is inconsistent with the "maintenance of payments" requirement of 11 U.S.C. § 1322(b)(5),<sup>4</sup> the Plan, once

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<sup>4</sup>See 2 KEITH M. LUNDIN, CHAPTER 13 BANKRUPTCY, 3D EDITION, § 129.1 at 129-11 (2000) regarding maintenance of payments.

confirmed, is *res judicata* as to what Ms. Linzy owed the Keetons on the Contract, at least during the duration of the Plan's initial term.

The question of what payment was due following the expiration of the Plan's three-year term presents a more difficult issue. If Ms. Linzy's actions or conduct had caused her plan to extend beyond its stated term, it follows that she should be required to continue abiding by its provisions. However, in this case, the Plan should have been closed following expiration of its three-year term. The question then becomes what payments would have been due if the Plan had been closed when it should have been, and were those payments different from the payments under the Plan (*i.e.*, \$331.30)?

There is no evidence before the Court that the Contract was renegotiated to provide for a different interest rate prior to Ms. Linzy's bankruptcy filing. Accordingly, the Court finds that the Contract payments due were actually \$309.29 per month even though Ms. Linzy was required to pay \$331.30 per month under the confirmed Plan. Had the Plan closed as it should have, Ms. Linzy should have been able to revert to paying the actual Contract payment of \$309.29 after making 36 payments of \$331.30. Because the Plan was not closed through no fault of Ms. Linzy, she was only bound to make 36 payments of \$331.30 per month and 10.25% interest. Although the Court would normally not allow a debtor to unilaterally reduce payments provided for in a chapter 13 plan with no court approval, the unique and confusing circumstances of this case along with the Court's delay in hearing this case necessitate providing Ms. Linzy with some form of relief. In essence, she was harmed by the failure of the bankruptcy process: she could not get her case closed when it should have been; she could not get the Keetons to cooperate in providing her with an accounting; and she was ultimately forced to file this adversary proceeding which has been pending for a year and a half,

due in part to a transition in bankruptcy judges.<sup>5</sup> Accordingly, the Court uses its equitable powers under 11 U.S.C. § 105<sup>6</sup> to hold that Ms. Linzy was not required to continue making payments of \$331.30 per month on the Contract after making 36 payments of \$331.30 as provided for by the Plan. Rather, the actual Contract payment of \$309.29 was due from that point until the Contract payment changed in accordance with the parties' agreement in December 2000 for payments beginning in January 2001. Based on this finding, the arrearage in Ms. Linzy's payments is \$506.09, which is calculated as follows:

Total Amount Paid To Keetons Through Chapter 13 Plan:	\$22,501.70
Less 36 months at \$331.30 per month:	- \$11,926.80
Less 18 months at \$309.29 per month:	- \$ 5,567.22
Less 12 months at \$337.26 per month:	- \$ 4,047.12
Less 5 months at \$293.33 per month:	- \$ 1,466.65
<b>Total Underpayment:</b>	<b>- \$ 506.09</b>

**C. *The Contract Balance.***

Both the Keeton's itemized accounting submitted to the Court and the Trustee's June 13, 2002 report indicate that a total of \$11,926.80 representing 36 payments of \$331.30 had been paid to the Keetons through the Plan by April 30, 1999. The Contract balance as of April 30, 1999 was \$18,324.50 as calculated by the Keetons' itemized accounting.<sup>7</sup> Based on this beginning balance,

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<sup>5</sup>At the time Ms. Linzy filed this adversary proceeding, she had made sufficient payments to cover a monthly payment of \$331.30 through December 2000.

<sup>6</sup>11 U.S.C. § 105(a) provides, in part:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.

<sup>7</sup>Ms. Linzy does not dispute the Contract balance on the Keetons' itemized accounting. However, the Court has noticed that the Keetons' itemized accounting represents the April 30, 1999 payment as being applied to the May 1999 payment (payment number 54); this payment should be

the Court has amortized the payments due from July 1999 through December 2000 at 9% interest with monthly payments of \$309.29, the 2001 payments at 11% interest with monthly payments of \$337.26, and the 2002 payments at 6.5% interest with monthly payments of \$293.33 to arrive at a Contract balance of \$14,042.47 as of June 13, 2002. The Court's amortization is attached to this Order as "**APPENDIX 1**".

### **CONCLUSION**

The Court finds that Ms. Linzy was not required to make monthly payments of \$331.30 under the Contract although those were her monthly payments under the Plan. Because the Plan should have been closed following the completion of Ms. Linzy's Plan payments and the Trustee's receipt of notice from the Keetons that the payments on the Contract were current, the Court holds that Ms. Linzy was only required to make 36 payments of \$331.30 in accordance with the Plan. The Contract payment of \$309.29 was due from that point on until changed by agreement of the parties in accordance with the Contract in December 2000 for payments beginning in January 2001.

As of June 13, 2002, Ms. Linzy was \$506.09 behind on her payments to the Keetons, and the remaining balance on the Contract was \$14,042.47. Accordingly, to receive a discharge and close her case, Ms. Linzy must pay the Trustee a sufficient amount to pay for the following:

(1) \$506.09 to cure the arrearage on the Contract through June 13, 2002;

(2) to the extent not already paid, monthly Contract payments of \$293.33 for June 2002 through the due date for Ms. Linzy's final payment to be decided by the parties as set forth below;  
and

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applied to the June 1999 payment. This is because the Keetons incorrectly applied the first plan payment to the June 1996 payment when it should have been applied to the July 1996 payment because Ms. Linzy did not file bankruptcy until July 1996. The Court's amortization schedule attached as **APPENDIX 1** corrects this problem.

(3) to the extent not already paid, \$16.50 per month for the Trustee's salary and expense charge for June 2002 through the due date for Ms. Linzy's final payment to be decided by the parties as set forth below.

By Agreed Order to be submitted to this Court within fifteen days of entry of this Order, the parties shall stipulate to a reasonable amount of time in which Ms. Linzy must pay this sum. Upon payment, the Trustee shall submit its Certificate of Final Payment so that the Court may enter a discharge and close the case.

**IT IS SO ORDERED.**



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HONORABLE AUDREY R. EVANS  
UNITED STATES BANKRUPTCY JUDGE

DATE: 08-30-02

cc: Mr. M. Randy Rice, Esq., attorney for Plaintiff  
Mr. James Kennedy, Esq., attorney for Defendants  
Ms. Joyce Bradley Babin, Esq., Chapter 13 Trustee  
U.S. Trustee