UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

IN THE MATTER OF	)	
	)	
RICHARD WAYNE ABBIEHL and	)	CASE NO. 08-34523 HCD
TEENA LOUISE CALVERT-ABBIEHL,	)	CHAPTER 13
	)	
DEBTORS.	)	

IN THE MATTER OF	)	
	)	
ROBERT L. SIMS, SR. and	)	CASE NO. 05-35004 HCD
SHIRLEY ANN SIMS,	)	CHAPTER 13
	)	
DEBTORS.	)	

Appearances:
Cathleen M. Shrader, Esq., counsel for Trustee, Barrett & McNagny LLP, 215 East Berry Street, Fort Wayne, Indiana 46802;

P. Russell Perdew, Esq., counsel for creditor Bank of America N.A., Locke Lord LLP, 111 South Wacker Drive, Chicago, Illinois 60606;

James K. Tamke, Esq., counsel for Abbiehl debtors, 922 East Jefferson Boulevard, South Bend, Indiana 46617; and

Regina M. Wilkinson, Esq., counsel for Sims debtors, 101 West 2nd Street, Suite 220, Michigan City, Indiana 46360.

MEMORANDUM OF DECISION

At South Bend, Indiana, on September 25, 2012.

Before the court in each of these bankruptcy cases is the Motion for Court Determination of Final Cure and Payment filed by the Standing Chapter 13 Trustee Debra L. Miller ("Trustee"), who has served as Trustee of the bankruptcy estates of chapter 13 debtors Richard Wayne Abbiehl and Teena Louise Calvert-Abbiehl (Case Number 08-34523) and Robert L. Sims, Sr., and Shirley Ann Sims (Case Number 05-35004) ("debtors"). Bank of America, N.A. ("BANA" or "creditor"), the creditor holding the mortgage obligations of the debtors, filed a Response, to which the Trustee filed a Reply. The court held a hearing on the issues

raised by the Motion; it then directed the parties to submit simultaneous briefs and replies. Upon receipt of the legal briefs and memoranda of law, the court took the matter under advisement. For the reasons set forth below, the court grants in part and denies in part the Motion pursuant to Federal Rule of Bankruptcy Procedure 3002.1(h).[1]

BACKGROUND

There are no factual disputes in the underlying cases. In each one, the debtors filed a chapter 13 bankruptcy petition and a chapter 13 plan. The first mortgage servicer on the debtors' residences was Countrywide Home Loans, Inc. ("Countrywide"); BANA is the successor and present servicer of the debtors' mortgage obligations. In each case, Countrywide filed a proof of claim, and under the confirmed chapter 13 plans the mortgage payment was disbursed monthly by the Trustee to the mortgage creditor. The debtors successfully cured the prepetition defaults on the mortgage loans and made all payments due over the life of their plans, as was required pursuant to 11 U.S.C. § 1322(b)(5).[2] Having also paid 100% of the allowed claims of the unsecured creditors, they have completed their plan payments.

Therefore, in each case, the Trustee followed the procedure set forth in Federal Rule of Bankruptcy Procedure 3002.1(f) by filing on BANA, the debtors, and their counsel, a Notice of Final Cure Payment which stated that "the amount required to cure the default in the [BANA] claim has been paid in full and . . . the Debtor has completed all payments under the plan." The Notice further instructed the creditor to respond within 21 days by providing:

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[1] The court has jurisdiction to decide the matter before it pursuant to 28 U.S.C. § 1334 and § 157 and the Northern District of Indiana Local Rule 200.1. The court has determined that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O).

[2] Section 1322(b)(5) of the Bankruptcy Code allows a chapter 13 plan to "provide for the curing of any default within a reasonable time and maintenance of payments while the case is pending" on a home mortgage over the course of the debtors' plan.

> a statement indicating whether it agrees that the debtor has paid in full the amount required to cure the default and whether, consistent with § 1322(b)(5), the debtor is otherwise current on all payments or [creditor will] be subject to further action of the court including possible sanctions.

BANA filed its Response to Notice of Final Cure Payment in accordance with Rule 3002.1(g), asserting the following information:

> 1. The debtor has paid in full the amount required to cure the default.
> 2. The debtor is otherwise current on all payments consistent with section 1322(b)(5) of the [C]ode.

The Trustee, however, wanted BANA to acknowledge that the debtors had paid ahead on their loans and were not responsible for another mortgage payment for several months: In the Abbiehl case, the debtors had paid eight months ahead; in the Sims case, the debtors had paid three months ahead. BANA nevertheless declined to include those additional facts in its Response. In negotiations with the Trustee it offered a proposed Agreed Order with the additional statement that there were "no fees or costs owing by the Debtors to BANA, and there is a positive balance in the Debtors' escrow account," but it refused to include the Trustee's added information that, as of the Notice date, the debtors' next mortgage payment was due on [a specified future date]. In BANA's view, Rule 3002.1 did not require such additional information; it required only a statement that the debtors were current. The Trustee's position, in contrast, was that being "paid ahead" on mortgage payments was not being "current." In accord with the spirit of Rule 3002.1, she claimed, BANA should be required to disclose to the court the exact state of the mortgage obligation and any outstanding fees and costs.

Unable to agree on the terms of a stipulated proposed order to proffer to the court, the Trustee filed her Motion for the court's determination of the final cure and mortgage payment. She asked the court to determine the following issues surrounding the debtors' mortgage obligation:

> 1. Whether the debtor has paid in full the amount required to cure the pre-petition default as of the date of the Creditor's Response dated January 6, 2012, as admitted in the creditor's response;
>
> 2. Whether the debtor has paid all post-petition mortgage payments due and owing as of the date of the Creditor's Response dated January 6, 2012 as admitted in the creditor's response;

3. Whether there are any outstanding fees, costs, or negative escrow issues due as of the date of their response.

See R. 99 (Case No. 05-35004); R. 121 (Case No. 08-34523).

Following hearings in each case, the court concluded that the issue was one of law, not fact, which should be briefed. After the briefing period the court took the matter under advisement.

DISCUSSION

Federal Rule of Bankruptcy Procedure 3002.1 is a new bankruptcy rule that became effective on December 1, 2011. The Rule was "designed to insure that individual debtors and trustees obtain information necessary to deal appropriately with creditor claims." *In re Kraska*, 2012 WL 1267993 at *1 (Bankr. N.D. Ohio Apr. 13, 2012) (quoting *Proposed New Bankruptcy Rules on Creditor Disclosure and Creditor Enforcement of the Disclosures – Open for Comment*, 83 Am. Bankr. L.J. 579, 582 (2009)). Moreover, it was specifically intended "to prevent unexpected deficiencies in a mortgage when a case is completed and closed." 9 *Collier on Bankruptcy* ¶ 3002.1.01 at 3002.1-3 (Alan N. Resnick & Henry J. Sommer, eds., 16th ed. 2012). To accomplish those goals, the Rule establishes a uniform disclosure policy for claims secured by a security interest in the debtors' principal residence. *See* Rule 3002.1(a). For chapter 13 debtors with home mortgages being paid under their chapter 13 plans pursuant to § 1322(b)(5), the Rule helps to implement § 1322(b)(5) by setting notification procedures, with time parameters, for a claim holder to provide notice of postpetition payment changes or other fees, expenses, or charges imposed on a debtor. *See* Rule 3002.1(b)-(d). The debtor or trustee may ask the court to decide whether those payments or other charges set forth in the claim holder's notice are required and allowable under Rule 3002.1(e). *See In re Sheppard*, 2012 WL 1344112 (Bankr. E.D. Va. April 18, 2012); *In re Kraska*, 2012 WL 1267993 at *2.

The remaining provisions of the Rule concern payment verifications once the debtor has completed the plan payments. The Trustee must file a notice under subsection (f) to notify the secured claim holder, debtor, and debtor's counsel that all arrearage payments to cure a default have been paid.

> (f) **Notice of Final Cure Payment.** Within 30 days after the debtor completes all payments under the plan, the trustee shall file and serve on the holder of the claim, the debtor, and debtor's counsel a notice stating that the debtor has paid in full the amount required to cure any default on the claim. The notice shall also inform the holder of its obligation to file and serve a response under subdivision (g).

Rule 3002.1(f). In response, the mortgage holder must follow the method established in subdivision (g) to verify whether the default has been cured in full and whether the debtor is current on the mortgage payments.

> (g) **Response to Notice of Final Cure Payment.** Within 21 days after service of the notice under subdivision (f) of this rule, the holder shall file and serve on the debtor, debtor's counsel, and the trustee a statement indicating (1) whether it agrees that the debtor has paid in full the amount required to cure the default on the claim, and (2) whether the debtor is otherwise current on all payments consistent with § 1322(b)(5) of the Code. The statement shall itemize the required cure or postpetition amounts, if any, that the holder contends remain unpaid as of the date of the statement. The statement shall be filed as a supplement to the holder's proof of claim and is not subject to Rule 3001(f).

Rule 3002.1(g). If the creditor declares that the default has not been cured or that the debtor is not current on the mortgage payments, under Rule 3002.1(g) it must itemize the amounts past due or the arrearage. *See* 9 *Collier on Bankruptcy* ¶ 3002.1.04[2] at 3002.1-8.

The Trustee may challenge the claim holder's response by moving for a court determination concerning any arrearage from a default or other non-current and outstanding obligations. *See* Advisory Committee Note to Rule 3002.1 (2011) ("Subdivision (h) provides a procedure for a judicial resolution of any disputes that may arise about payment of a claim secured by the debtor's principal residence."). The court may impose sanctions pursuant to subdivision (I), as well. In this case, the Trustee filed the Motion now before the court under Rule 3002.1(h), which provides:

> (h) **Determination of Final Cure and Payment.** On motion of the debtor or trustee filed within 21 days after service of the statement under subdivision (g) of this rule, the court shall, after notice and hearing, determine whether the debtor has cured the default and paid all required postpetition amounts.

Rule 3002.1(h). The Trustee asked for a determination of any outstanding default arrearage, mortgage payments, fees, costs, or negative escrow issues. She contended that the debtors should be notified of the exact state of the mortgage obligation and any other expenses related to it.

BANA challenged the Trustee's Motion in two ways. It first contended that, because the parties in each case had agreed that the prepetition defaults were cured and that the debtors were current on their mortgage loans at the completion of their chapter 13 plans, there was no dispute for judicial determination. It insisted that Rule 3002.1 required no broader statement. It also argued that the court lacked subject-matter jurisdiction to declare that the debtors' loan was paid ahead.

Before the court can consider the merits of the Trustee's Motion and BANA's objections, it must assure itself that it is acting within the scope of its jurisdictional authority. It therefore first weighs whether it will exceed its jurisdictional limitations in determining the Trustee's Motion pursuant to Rule 3002.1(h).

A. *Subject-Matter Jurisdiction*

BANA reminds this bankruptcy court that its jurisdiction, "like that of other federal courts, is grounded in and limited by statute." *In re FedPak Sys., Inc.*, 80 F.3d 207, 213 (7th Cir. 1996). BANA's position is that this proceeding was brought to determine the debtors' post-bankruptcy obligations under their agreements with BANA and that no statute confers subject-matter jurisdiction to a bankruptcy court over such post-bankruptcy events. BANA insists that this proceeding does not arise under title 11 or arise in or is related to a case under title 11 because the proceeding does not have any effect on the debtor's estate or the distribution of assets to creditors – since the chapter 13 case is over.

It is of course true that the bankruptcy court's jurisdiction is governed by statute. The district court, with jurisdiction to decide bankruptcy matters before it pursuant to 28 U.S.C. § 1334, has referred "all cases under title 11 and any or all proceedings arising under title 11 or arising in or related to a case under title 11" to the bankruptcy judges for the district pursuant to 28 U.S.C. § 157(a) and Northern District of

Indiana Local Rule 200.1. This bankruptcy court has determined that the Trustee's Motion now before it is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) ("matters concerning the administration of the estate"); (L) ("confirmation of plans"); and/or (O) ("other proceedings affecting the liquidation of the assets of the estate or the adjustment of the debtor-creditor . . . relationship"). It applies the Federal Rules of Bankruptcy Procedure to this fundamental chapter 13 matter as it acts within its jurisdictional authority.

> The Bankruptcy Rules and Forms govern procedure in cases under title 11 of the United States Code. . . . These rules shall be construed to secure the just, speedy, and inexpensive determination of every case and proceeding.

Fed. R. Bankr. P. 1001; *see also In re Adkins*, _ B.R. _, 2012 WL 3860593 at *2 (Bankr. Aug. 10, 2012) (quoting Rule 1001, concluding that application of bankruptcy rules is mandatory in all cases). Rule 3002.1 applies in chapter 13 cases to claims that are secured by a security interest in the debtor's principal residence and provided for under § 1322(b)(5) in the debtor's plan. BANA, which holds a claim secured by a security interest in the debtors' principal residences, does not challenge the applicability of Rule 3002.1 to its secured claim.

In response to BANA's contentions, the court first notes that neither of these bankruptcy cases is over. The debtors have not received their discharge, and the bankruptcy court is required to determine their entitlement to a discharge pursuant to the criteria of § 1328 and to enter final orders of discharge. *See In re Ahmed*, 420 B.R. 518, 521 (Bankr C.D. Cal. 2009) (stating that it "had both the jurisdiction and the duty to grant the discharge under § 1328(a)").[3] Therefore the bankruptcy estates still exist and this court has jurisdiction over them. As the newly promulgated Bankruptcy Rule 3002.1 confirms, the winding-up procedures for which the chapter 13 Trustee is responsible are still within the jurisdiction of the bankruptcy court, and the court itself is charged with resolving differences and determining whether the debtors have

[3] Indeed, bankruptcy courts retain jurisdiction over chapter 13 cases after entry of a debtor's discharge order to adjudicate violations of the discharge injunction (*see, e.g., In re Malec*, 442 B.R. 130, 137 (Bankr. N.D. Ill. 2011)) or to enforce the court's orders or to adjudicate post-discharge claims related to the plan (*see, e.g., In re Pompa*, 2012 WL 2571156 at *3-*5 (Bankr. S.D. Tex. June 29, 2012)).

complied with the terms of their plans by curing their defaults and by paying all required postpetition amounts pursuant to Rule 3002.1(h).

It is clear to this court that the intent of Rule 3002.1 subdivisions (f) through (h) is the formal verification by the holder of the mortgage obligation that the debtor successfully completed the chapter 13 plan payments pertinent to that secured claimant. As the court discusses in more detail in the next section, Rule 3002.1(f) requires the Trustee to confirm that the debtor completed all the chapter 13 plan payments, and Rule 3002.1(g) requires the claim holder to state whether or not it agrees. If the claim holder denies that "the debtor has paid in full the amount required to cure the default on the claim" or that "the debtor is otherwise current on all payments consistent with § 1322(b)(5) of the Code," it must itemize the amounts "that the holder contends remain unpaid as of the date of the statement."[4] Rule 3002.1(g). Then, if the Trustee disagrees with the claim holder's response, he or she may request a court determination of any remaining arrearages or outstanding obligations under Rule 3002(h). The court concludes that it is within its jurisdiction under 28 U.S.C. § 157(b)(2)(A), (L), or (O) to confirm whether the debtors' chapter 13 plan payments have been completed and to make the determination required of it pursuant to Rule 3002.1(h).

It is also clear that a court's determination pursuant to Rule 3002.1(h) does not include an analysis of a debtor's obligations after the bankruptcy. The Trustee asked the court to find that, under Rule 3002.1(g), the claim holder should present a full, accurate statement of account to confirm that the debtor paid the claimant successfully under the terms of the chapter 13 plan. BANA objected, insisting that it complied with the terms of Rule 3002.1(g) by simply confirming those terms. The Trustee then asked the court to step in by filing a Rule 3002.1(h) motion. As the Advisory Committee explained, "Subdivision (h) provides a procedure for a judicial resolution of any disputes that may arise about payment of a claim secured by the debtor's principal residence." Advisory Comm. Note to Rule 3002.1 (2011). Moreover, Rule 3002.1(h) is mandatory: When a debtor or trustee properly and timely files a Motion for Determination of

[4] In the court's view, BANA would not have raised a jurisdictional challenge to this court's Rule 3002.1(h) determination if the debtors had failed to cure the defaults or to pay postpetition amounts.

Final Cure and Payment with the court, the court is required to "determine whether the debtor has cured the default and paid all required postpetition amounts." The court holds that it has the jurisdiction and authority to carry out the mandated procedure set forth in Rule 3002.1(h).[5]

B. *Court Determination Pursuant to Rule 3002.1(h)*

BANA's Response to the Trustee's Cure Notice, filed in accordance with Rule 3002.1(g), stated that the debtor "has paid in full the amount required to cure the default" and "is otherwise current on all payments consistent with section 1322(b)(5)." Although BANA declared that there were no unpaid obligations or arrearages, the Trustee asked the court, under Rule 3002.1(h), to "determine whether the debtor had cured the default and paid all required postpetition amounts" because, in her view, BANA's Response merely "parroted" the exact language of Rule 3002.1(g) and was not a sufficient response when these debtors were significantly ahead on their mortgage obligations.

The Trustee urged the court to define what it means to be "current." Offering definitions from Black's Law Dictionary[6] and other sources, the Trustee suggested that it was important to differentiate between a mortgage that is "current" and one that is either "behind" or "ahead" in payments. She insisted that an obligation paid months ahead is not simply "current." In her view, the Rule's purpose was to provide accurate information about the status of a debtor's obligation as the debtor emerges from bankruptcy. Simply stating that the mortgage was "otherwise current" was an inappropriate response to her Motion, she insisted. The Trustee also objected that the creditor's response to the court defied the letter and the spirit

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[5] Although BANA did not raise the issue, this court also determines *sua sponte* that it does not lack constitutional authority under *Stern v. Marshall*, 131 S. Ct. 2594 (2011), to decide this matter. In making its ruling pursuant to Rule 3002.1(h) the court will not "enter a final judgment on a state law counterclaim that is not resolved in the process of ruling on a creditor's proof of claim," as *Stern* forbids. *See Stern*, 131 S. Ct. at 2620; *see also In re Pompa*, 2012 WL 2571156 at *3 (affirming its constitutional authority).

[6] Black's Law Dictionary defines a "current obligation," for example, as one that is "presently enforceable, but not past due." Black's Law Dictionary 1180 (9th ed. 2009).

of Rule 3002.1. She claimed she did not intend to impose a special requirement; she wanted only accurate information about the status of a mortgage, not a generic response. She asked the court, therefore, to determine whether BANA correctly represented that the debtors' mortgages were "otherwise current" or whether BANA should be required to disclose to the court the exact status of the debtors' mortgages and any other outstanding costs or fees.

BANA argued that a demand for information about the precise status of the mortgages was inappropriate under Rule 3002.1. The Rule required a claim holder to state whether the debtor was current; it did not require a statement that the debtor was ahead on payments. In fact, BANA claimed, the Rule did not authorize the court to determine whether the debtors' loan was paid ahead. BANA also asserted that such a requirement would give the Trustee too much discretion to raise any inquiry the Trustee might wish to pose to a residential mortgage servicer.

The court finds that BANA's Response conforms to the requirement of Rule 3002.1(g) and is not incorrect in its wording, which indeed reflects the Rule's language. Moreover, the Response does not reflect any intent to mislead the court with its statement. By stating that these debtors were "current," BANA made clear that there were no outstanding obligations, no payments in arrears or past due.

Nevertheless, the Trustee notes well that there are clear differences in a debtor's being "past due" and "ahead" in his payments, and in a debtor's being "overpaid," "underpaid," and "current." Certainly a debtor who is "current" has not "underpaid" on his obligation, but he may have "overpaid." When a debtor has paid ahead on his mortgage payments, the status of that debtor's mortgage obligation is "current" plus "overpaid." However, the Rule's concern is whether the debtor had cured the default and paid all required postpetition amounts, not on whether he had paid ahead.

It is worth observing that, during Rule 3002.1's ten-month existence, judicial interpretations of it have developed. When the Rule was promulgated, the Judicial Conference expressed the underlying need to protect debtors from unexpected foreclosures after bankruptcy:

> ... Numerous consumer bankruptcy lawyers, trustees, and judges have reported that debtors often do not learn until after completing a chapter 13 plan that the mortgage payments have changed. In particular, debtors do not learn that fees, expenses, or other charges have been imposed during the life of the plan. As a result, debtors may face renewed foreclosure proceedings immediately after emerging from bankruptcy.

Report of the Judicial Conference, Committee on Rules of Practice and Procedure (available at: http://www.uscourts.gov/RulesAndPolicies/FederalRulemaking/PendingRules/SupremeCourt042611.aspx) (quoted in *Kraska*, 2012 WL 1267993 at *1-2). Although the focus of the Rule originally was to provide a procedure for curing arrearages and insufficient payments under a chapter 13 plan, courts have added broader perspectives to its purpose. One court described more sympathetically the "catch-22" situations in which mortgage creditors may have found themselves:

> Bankruptcy Rule 3002.1 was adopted to resolve significant and often hidden problems encountered by Chapter 13 debtors who utilized § 1322(b)(5) of the Bankruptcy Code to cure mortgage defaults in their confirmed plans. While debtors could cure an arrearage on their principal residence under § 1322(b)(5), they often incurred significant fees and other costs as a result of postpetition defaults or from interest or escrow fluctuations under the terms of the original loan documents. Fearful that any attempt to address these fees and charges could be construed as a violation of the automatic stay, many creditors would not inform debtors that these charges had been incurred until after the Chapter 13 case was closed. As the fees and charges were postpetition obligations not included in the plan and thus not discharged at the conclusion of the case, these debtors would emerge from bankruptcy only to face a substantial and previously undisclosed arrearage. This outcome was inconsistent with the goal of providing debtors with a fresh start.
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> Bankruptcy Rule 3002.1 attempts to remedy this problem by requiring creditors to provide debtors with timely notice of any charges or payment changes that may occur postpetition.

In re Sheppard, 2012 WL 1344112 at *2 (Bankr. E.D. Va. April 18, 2012) (concluding that the Rule's goal is "to provide debtors with accurate information regarding postpetition obligations that await them at the conclusion of their bankruptcy case"). Another court has pointed out the advantages of the procedural mechanisms established by the Rule:

> The purpose of Rule 3002.1 was to provide a prompt, efficient, and cost-effective means to determine whether there is a question as to the status of a debtor's home loan at the conclusion of the chapter 13 case. This was done by requiring the trustee to file an initial statement and the creditor to file a response. This response is . . . simply a statement by the creditor as to the status of the loan at the conclusion of the chapter 13 plan. This can be derived simply and quickly from the creditor's records and poses no significant burden on the creditor. This is a business function

> that can be done by a claims administrator in the creditor's own office. It is akin to issuing a receipt for payments received under the chapter 13 plan and during the course of the chapter 13 case or providing an annual escrow statement. Its preparation is not the practice of law. No legal analysis is generally required. An attorney need not sign it.

In re Carr, 468 B.R. 806, 808 (Bankr. E.D. Va. 2012). It is noteworthy that *Carr*, like *Sheppard* and *Kraska*, emphasized the broader need to obtain accurate information and to determine "whether there is a question as to the status of a debtor's home loan at the conclusion of the chapter 13 case," rather than to determine only whether the default has been cured and the payments are current. This view is consistent with the Trustee's position.

This court agrees with the developing case law that a claim holder's statement concerning the status of a debtor's mortgage loan at the conclusion of a chapter 13 plan is beneficial and appropriate. It can be derived easily and without undue burden from its office records. Just as the claim holder is required under Rule 3002.1(g) to "itemize the required cure or postpetition amounts . . . that the holder contends remain unpaid," it could simply derive the amounts by which a debtor has either underpaid or overpaid on his mortgage obligation and state the information for the benefit of the debtor, debtor's counsel, and the Trustee. An itemization of the status of the mortgage obligation, including the fees, expenses, charges, and escrow status, as a debtor's chapter 13 plan concludes, would aid the record-keeping function of a trustee and confirm that a debtor would obtain a fresh start with precise knowledge of the loan status.

Nevertheless, Rule 3002.1(g) is plain and clear, and its mandate does not require a full explication of a debtor's mortgage obligation status. It contains precise timing and service requirements and mandates a statement with three specific answers to it: (1) Does the holder of the claim agree that the debtor has paid the default in full? (2) Does the holder agree that the debtor is otherwise current on all § 1322(b)(5) payments? and (3) If the holder does not agree, exactly which unpaid amounts remain as of the date of the statement? The BANA Response fulfilled those requirements.

One more point requires comment. The Trustee's Motion asked the court to determine "whether there are any outstanding fees, costs, or negative escrow issues due as of the date of [the creditor's]

response." However, the Trustee did not raise that issue in the briefs. The court therefore is unable to make any determination concerning specific postpetition amounts. It only can find that BANA has confirmed that the debtors are current on all mortgage obligations under their chapter 13 plans.

In conclusion, Rule 3002.1(h) requires that the court, when presented with the Trustee's Motion for Determination of Final Cure and Payment, make the determination as it is set forth in the Rule. The court determines that the debtors in each case have cured the defaults and paid all required postpetition amounts. The parties agreed that the debtors have met all their obligations under their chapter 13 plans, and there is no dispute concerning the facts which the court is required to determine. The court finds that BANA's Response, albeit terse, sufficiently followed the language of Rule 3002.1(g) and properly notified the Trustee, the debtors, and debtors' counsel of the Rule's required information.

Consequently, the court grants the Trustee's Motion in part by determining that the debtors have paid in full the amount required to cure the prepetition default, have paid all postpetition mortgage payments, and are otherwise current on all payments consistent with § 1322(b)(5). The court denies in part the Trustee's Motion seeking a determination of the remaining specific items requested in the Motion.

CONCLUSION

For the reasons stated in this Memorandum of Decision, the court grants in part and denies in part the Motion for Court Determination of Final Cure and Payment filed by the Standing Chapter 13 Trustee Debra L. Miller, Trustee of the bankruptcy estates of chapter 13 debtors Richard Wayne Abbiehl and Teena Louise Calvert-Abbiehl (Case Number 08-34523) and Robert L. Sims, Sr., and Shirley Ann Sims (Case Number 05-35004). The court grants the Trustee's Motion in part by determining, in accordance with Federal Rule of Bankruptcy Procedure 3002.1(h), that the debtors have paid in full the amount required to cure the prepetition default; have paid all postpetition mortgage amounts due and owing to Bank of America, N.A., the holder of the debtors' mortgage obligations; and are otherwise current on all payments consistent

with § 1322(b)(5). The court denies in part the Trustee's Motion to determine the remaining specific items requested.

SO ORDERED.

/s/ HARRY C. DEES, JR.
Harry C. Dees, Jr., Judge
United States Bankruptcy Court