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U.S. BANKRUPTCY CT.
SD DIST. OF CALIF.

5 Attorney for Debtor
6 GORDY A SPIRES

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9 UNITED STATES BANKRUPTCY COURT
10 SOUTHERN DISTRICT OF CALIFORNIA
11

12 GORDY A SPIRES)

CHAPTER 13
CASE NO: 08-13091-LT 13

13)
14 Debtor/Plaintiff,)

ADVERSARIAL CASE NO:
09-90133-LT
REQUEST FOR EXPEDITED
EMERGENCY HEARING

15 v.)

DECLARATION OF DEBTOR

16 G8 CAPITAL FUND VII, LLC.;
17 MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
18 "MERS" and DOES 1-50, inclusive.)

19)
20)
21 Defendant)
22)
23)
24)

25
26
27 **I. EMERGENCY RELIEF IS WARRANTED**

28 1. I am the DEBTOR in the above referenced matter.

1 2. I retained the Law Office of Joseph Rego to represent me in this matter.

2 3. I initially filed for Chapter 7 relief, which I later requested be converted to
3 Chapter 13. I disclosed at the initial 341 A meeting that I had filed a previous 7 in
4 another State about five years ago.

5 4. I had retained the law office of Roy Landers to represent me in the State Court
6 proceedings.

7 5. My sole purpose has really been to modify the loan I have with the lender.

8 6. They have not dealt with me in good faith. I though I had reached settlement in
9 the State Court, however on the eve of th injunction hearing, I was presented with a
10 settlement agreement which was nothing more then a lease purchase option on my
11 home, with no guarantee that my house would not be sold.

12 7. I do not know why the lender recorded a deed to my house on 10-27-08 wince
13 the foreclosure proceedings had not occurred.

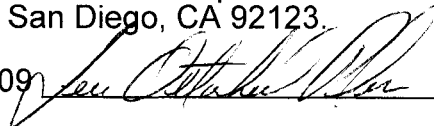
14 8 In spite of recent health problems with myself and my wife, my appraisal
15 business is holding steady. I feel that I can keep the house if given a workable solution
16 with the lender.

17 9. Furthermore on the purported Deed transferring the pursuant to the sale on 04-
18 23-09 the property was transferred form Peppertree Financial and myself Gordy Spires
19 to the purchaser. I do not know who Peppertree Financial is and I certainly ahve not
20 executed any deed transferring the property. A copy of said Deed will be furnished as
21 soon as I receive it.

22 10. As sated I do not know who Peppertree Financial is, nor what interest that
23 company may have to transfer the real estate. Nor did I receive any notice of transfer
24 from G8 to Peppertree.

25 I declare under the penalty of perjury that the foregoing is true and correct and if
26 called to testify I would be competent to do so. I execute this Declaration at 8765 Aero
Drive, Ste. 306, San Diego, CA 92123.

27 DATED: 04-27-09



28 GORDY SPIRES DEBTOR

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Chapter 13 (Recommended Form)

In Re: **GORDY A. SPIRES**

Case Number: 08-13091-LT13

- Original Plan
- Amended Plan

CREDITORS: YOU SHOULD READ THIS PLAN CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT MAY MODIFY YOUR RIGHTS IN SEVERAL WAYS INCLUDING PROVIDING FOR PAYMENT OF LESS THAN THE FULL AMOUNT OF YOUR CLAIM, SETTING THE VALUE OF THE COLLATERAL SECURING YOUR CLAIM, AND SETTING THE INTEREST RATE ON YOUR CLAIM.

1. **Plan Payments.** There shall be paid to the Chapter 13 Trustee the amount of \$1,670.67 each month by debtor(s), or any entity from whom debtor(s) receive income, in such installments as agreed upon with the Trustee, for payment of all existing debts of debtor(s) pursuant to this Plan, except as the Court may otherwise order. Payments from debtor(s) shall begin within 30 days of filing the petition or conversion order. Debtor(s) submit all future income to the supervision and control of the Trustee during this case and agree to pay sufficient funds to the Trustee on or before five years from income to the supervision and control of the Trustee during this case and agree to pay sufficient funds to the Trustee on or before five years from commencement of this case to fully complete this Plan.

2. **Pre-confirmation Adequate Protection Payments.** If direct payments to creditors pursuant to §1326(a) are made, debtor will immediately provide trustee evidence of the payments including the creditor name and address and the amount and date of each payment. Trustee is under no obligation to adjust filed and allowed claims unless there is a court order or specific written direction from the claimant.

3. **Administrative Claims.** Trustee will pay allowed administrative claims and expenses in full pursuant to §1326(b) as set forth below unless the holder of such claim has agreed to a different treatment of its claim:

(A). **Trustees Fees:** The Chapter 13 Trustee shall receive a fee at the time of each disbursement, the percentage of which is set by the United States Trustee.

(B). **Debtor's Attorney Fees:** Debtor's attorney shall be paid after creditors listed in paragraph 7 except as checked below:

 Attorney fees to be paid in full prior to other claims. (Do not check this option if lease payments/adequate protection payments are necessary).

Attorney fees to be paid at the rate of per month prior to other claims. (If no amount is filled in attorney will be paid after creditors listed in paragraph 7).

(C). Except as ordered by the court, other §1326 (b) claims will be paid in installments as set by the trustee in advance of other claims. All other claims entitled to priority and post petition claims allowed by law shall be paid in full by deferred payments in such priority and installments as the trustee in his discretion deems appropriate, unless this plan specifically provides otherwise.

4. **Specified Leases, Personal Property (Trustee to pay).** Debtor(s) elect to assume the existing lease of personal property with the below named creditors:

(A). **REGULAR LEASE PAYMENTS:** After payments provided in prior paragraphs, trustee shall make distribution to named lease creditors in the installment specified from funds available for distribution monthly until claim is paid in the amount allowed. Any option to purchase or any payments under a carry-over provision shall be paid by debtor(s) directly.

Case Number: 08-13091-LT13

8. **Secured Co-debtor claims.** After payments provided for by prior paragraphs, creditors (their agents and assigns) named in this paragraph who have allowed claims secured by personal property with a co-debtor liable thereon, shall be paid by the trustee 100% of the claim as allowed plus interest at the contract rate (if clearly specified in the claim) in installments as indicated. Installments are to be paid from funds available for distribution monthly non-cumulative. If no contract rate of interest is clearly specified in the claim, pay the interest rate specified below or if none specified, pay 12% A. P. R. interest.

Name of Creditor	Installment	(Optional) % Interest
None		

9. **Real Estate or Mobile Homes (Trustee to pay arrears only).** Notwithstanding any other provision of this plan, during this case and following completion of this case, debtors shall make the usual and regular payments (including any balloon payments) called for by any security agreements supporting non-voidable liens against debtor's real estate or mobile home, directly to lien holders in a current manner. However, arrears to named lien holders (their agents and assigns) shall be paid in installments by Trustee from funds available for distribution monthly, non-cumulative, and except for creditors paid pursuant to prior paragraphs of this plan, shall be paid in advance of periodic distribution to other creditors. Each named creditor shall be paid in installments indicated until arrears claim is paid in amount allowed plus interest at seven percent (7%) per annum, unless a different percentage is specified below.

Provisions of this paragraph shall operate to cure any default of any real estate or mobile home security agreement notwithstanding that by the terms thereof, or by the laws or processes of a governmental unit, the time for redemption or reinstatement has expired. If there exist creditors not dealt with by this plan holding statutory or other liens against debtor's real estate or mobile home and the obligation is fully due, for reasons other than the exercise of power of acceleration for failure to make installment payments, unless the Court orders otherwise, debtor(s) will pay said claim directly to said creditor in full on or before six months time following the date of confirmation of this Plan. Unless otherwise specifically provided for elsewhere in the plan, secured tax claims shall be paid as though secured only by personal property even if also secured by real property.

Name of Creditor	Estimated Arrears	Installment	(Optional) % Interest
GS CAPITAL	\$23,000.00	\$689.33	5.00%

10. **Real Estate or Mobile Home (Trustee to pay entire claim).** Notwithstanding any other provisions of this plan, the below named creditors (their agents and assigns) who have security agreements supporting non-voidable liens against debtor's real estate or mobile home are cross-collateralized shall be paid in installments by Trustee from funds available for distribution monthly, non-cumulative, and except for creditors paid pursuant to prior paragraphs of this plan shall be paid on their allowed claims in advance of periodic distribution to other creditors. Each named creditor shall be paid in installments as indicated until the allowed secured claim is paid 100% plus interest at seven percent (7%) per annum, unless a different percentage is specified below.

Name of Creditor	Estimated Claim	Installment	(Optional) % Interest
None			

11. **Other secured personal property creditors and lease creditors.** After payments provided for in prior paragraphs, Trustee shall pay holders of other claims allowed secured solely by personal property. Any creditor holding a lease on personal property in debtor's possession with a filed and allowed claim, unless specifically dealt with elsewhere in this plan, shall be treated as a secured creditor herein. All claims pursuant to this paragraph shall be paid pro-rata with other such creditors to the amount allowed plus interest at seven percent (7%) per annum unless a different percentage is specified below and in advance of distribution to general unsecured creditors.

Name of Creditor	Estimated Claim	Installment	(Optional) % Interest
None			

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PAGE2
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Case Number: 08-13091-2F13

18. **General Provisions.** Post-Petition earnings while this case is pending shall remain property of the estate and shall not vest in the debtor not withstanding §1327. Any remaining funds held by the Trustee after dismissal or conversion of a confirmed case may be distributed to creditors pursuant to these Plan provisions. Pursuant to §1322(b)(3), Trustee shall have the power to waive, in writing and on such condition as the Trustee may impose, any default in debtor's payment to Trustee under this Plan. Any tax refunds or other funds sent to the debtor(s) in care of the Trustee during this case may be deposited to debtor(s) account and disbursed to creditors pursuant to the plan.

Special Note: This plan is intended as an exact copy of the Chapter 13 (recommended form) plan revised 8/05, except as to any deleted paragraphs after paragraph 18 above. The trustee shall be held harmless from any changes in this plan from the recommended plan dated 8/5.

Plan Dated: 4/13/09
(DATE IS MANDATORY)

Debtor Budg. O. Spain

Joint Debtor _____