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4 UNITED STATES BANKRUPTCY COURT
5 EASTERN DISTRICT OF CALIFORNIA
6 SACRAMENTO DIVISION
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9 In re)
10 ANGELL and KIMBERLY MAYFIELD,) Case No. 06-23133-A-13G
11) Docket Control No. RDG-2
12 Debtors.) Date: October 30, 2006
13) Time: 9:00 a.m.
_____)

14 On October 30, 2006 at 9:00 a.m., the court considered the
15 objection to confirmation of the chapter 13 trustee. The court's
16 ruling on the objection is appended to the minutes of the
17 hearing. Because that ruling constitutes a "reasoned
18 explanation" of the court's decision, it is also posted on the
court's Internet site, www.caeb.uscourts.gov, in a text-
searchable format as required by the E-Government Act of 2002.
The official record, however, remains the ruling appended to the
minutes of the hearing.

19 **Final Ruling**

20 The objection will be sustained.

21 The debtor is required by 11 U.S.C. § 1326(a)(4) to provide
22 proof of insurance covering personal property subject to a lease
23 or that is security for a purchase money debt within 60 days of
24 the filing of the petition.

25 Further, the plan provides:

26 "Debtor shall maintain insurance as required by any law or
27 contract and Debtor shall provide evidence of that insurance as
28 required by section 1326(a)(4)."

1 This petition was filed on August 16. The 60-day period has
2 thus lapsed. The trustee reports that the debtor has not
3 provided proof that the debtor's vehicles are insured.

4 Further, the debtor owns a home that is encumbered by a
5 mortgage held by Homeq. The documentation appended to its
6 September 18 proof of claim indicates that the debtor must insure
7 the home. Once again, the debtor has not provided proof of the
8 insurance.

9 Therefore, the court concludes that the debtor has not
10 complied with section 1326(a)(4), has breached the terms of the
11 debtor's contracts with the lenders secured by the vehicles and
12 the home, has breached the proposed plan, and has failed to
13 discharge the duties imposed by 11 U.S.C. § 521(a)(3) & (a)(4).
14 All of the foregoing indicates that the plan is not feasible and
15 that the debtor has failed to adequately protect the interests of
16 secured creditors in their collateral.