

**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Debtor.

C/A No.

(JOINT) STATEMENT OF DISPUTE  
AND STIPULATION

The undersigned hereby certify that after consultation, the hearing on [type of hearing] originally scheduled for [date and time], after good faith efforts cannot be settled and remains contested so as to require the presentation of evidence and/or argument to the Court for determination. The following information is presented by way of stipulation of the parties:

1. Issues to be decided by the Court.
2. Position of Party/Parties (state w/ specificity).
3. Names of Witnesses to be called at the hearing.
4. Exhibits/Evidence to be presented (state whether admission is stipulated or any grounds for objection).
5. Statutory, Case Law or other Applicable Authority.
6. Estimated Length of Hearing.
7. Telephone and Facsimile Number, Electronic Mail address of Counsel/Party/Parties.
8. Final Authority. Unless otherwise indicated by a separately filed motion, filed simultaneously herewith, which requests that the Court determine whether this proceeding is subject to the entry of final orders or judgments by this Court, **the parties submitting this Joint Statement of Dispute consent to this Court entering final orders and judgments in this proceeding.**

\_\_\_\_\_  
(DATED)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATED)

\_\_\_\_\_  
(SIGNATURE)

**EXHIBIT B**

**LIST OF MATTERS FOR SCHEDULING IN CHAPTER 13 CASES  
(JUDGE WAITES CASES ONLY)**

<b>Consent Calendar</b>	
Confirmation Hearings	Application for Fees/Compensation*
Objections to Amended Plan (after confirmation hearing)	Motions to Withdraw as Attorney
Motions to Value*	Application for Administrative Expense*
Motions to Assume or Reject*	Motions to Approve Settlement*
Motions to Avoid Judicial Lien*	
Motions for Moratorium*	Objection to Exemptions (if by Trustee, passive*)
	Motions to Value Tax Claim & Establish Priority
Motions to Change Venue*	First Motion to Extend Time to Object to Discharge or Dischargeability of Debt*
Motions to Divide Case or for Joint Administration*	
Motion for Exemption or Waiver from Credit Counseling or Financial Management Course*	Request for Chapter 13 Discharge (BAPCPA) pursuant to SC LBR 3015-5(a)*
Motions to Obtain Credit*	Trustee's Motion to Dismiss or Convert *
Motions to Sell, Use, or Lease Property or to Prohibit or Condition the Use, Sale or Lease of Property*	Motions to Reconsider Dismissal or Reopen
Motions to use Cash Collateral*	
Trustee's Application to Abandon Property	
Motions to Substitute Collateral/Use Insurance Proceeds*	
<b>Dispute Calendar</b>	
Claims Objections*	
Requests to Convert or Dismiss Case by Creditor or Other Non-Trustee Party	
Motion for Hardship Discharge and Notice/ Request pursuant to SC LBR 3015-5(b)	
Motion to Allow Continued Administration of Case After Death and/or Designate Person to Act for Debtor	
Motion to Convert/Dismiss by Debtor (previous conversion)	
Motions to Employ Nunc Pro Tunc	
<b>"CATCH ALL" – motions not otherwise listed on the consent calendar.</b>	
<b>§ 362 Calendar</b>	
Motions for Relief from the Automatic Stay or Agreements related thereto*.**	
Co-debtor Stay Motions*, **	
Motions to Extend/Impose the Automatic Stay*.**	
Motions to Reconsider Relief from Stay	
Matters arising under Rule 3002.1*	
Motion to Enforce the Order Requiring Loss Mitigation/Mortgage Modification	
Notice and Motion for Loss Mitigation/Mortgage Modification	

\*Indicates motions on passive notice/self-scheduled list, which are set by counsel.

\*\*The scheduling of motions for relief from or to extend/impose the automatic stay shall be governed by SC LBR 4001-1 and, where applicable, the § 362 calendar published on the Court's web page. Co-debtor stay relief motions should also be scheduled on the dates and times provided for other types of stay relief motions on the § 362 calendar.

**EXHIBIT C**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

C/A No. [Case No.]

[Debtor(s)' Name],

Chapter 13

Debtor(s).

**CERTIFICATION AND  
PRESUMPTIVE FEE REQUEST**

I hereby certify that I represent the debtor(s) in this chapter 13 case and that the debtor(s) and I have established a fee agreement in an amount greater than the amount permitted for an expedited fee under SC LBR 2016-1(b)(1) and the Chamber Guidelines for Judge Waites. I certify that this agreement is included in a written fee agreement and the agreed upon fee amount is \$\_\_\_\_\_. I have reviewed the issues in this case and believe the higher fees are necessary for the following reasons:

*[List reasons and provide explanation of additional work that will be necessary]*

For these reasons, I request the Court approve these attorney's fees in the above amount. I acknowledge that I must comply with all other provisions of SC LBR 2016-1(b)(1) and understand that I will have the burden of proof in any contested hearing where these fees are being challenged.

\_\_\_\_\_  
*[Name of Debtor's Counsel]*

ATTORNEY FOR THE DEBTOR(S)

**EXHIBIT D**

**Consent for Payment Method of Post-Confirmation Payments to the Trustee**

Case Number: \_\_\_\_\_

Debtor 1 Name: \_\_\_\_\_

Debtor 2 Name: \_\_\_\_\_

Debtor 1 Address:

Debtor 2 Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We hereby consent to:

- ☐ **A Wage Order**, so that my payments due to the Chapter 13 Trustee (“Trustee”) will be drafted from my/our paycheck and sent by my/our employer to Trustee. I/We understand that the wage order will direct the employer(s) to pay the Trustee, but that if the employer does not send the payment to the Trustee, even after taking them out of my/our pay, it is up to me/us to contact my/our employer to send in the payments.

This is the current address for the pay roll department of my/our employer(s). If this address ever changes, of if I/we change jobs, I/we will let you know where to reissue the wage order.

The wage order will be deducted from:

Debtor 1 Name:	Name of employer and address of payroll department:	I want: <input type="checkbox"/> all / <input type="checkbox"/> ½ of the trustee payment taken out of my pay—the rest will be taken out of my spouses’ pay, below. If “all” selected, then do not fill in the below boxes.
Debtor 2 Name:	Name of employer and address of payroll department:	I want: <input type="checkbox"/> all / <input type="checkbox"/> ½ of the trustee payment taken out of my pay—the rest will be taken out of my spouses’ pay, above.

- ☐ *(For cases assigned to Trustee Wyman only)* **Set up a TFS Bill Pay account**, so that my/our payments due to the Chapter 13 Trustee (“Trustee”) will be drafted automatically from my/our bank account and sent directly to the Trustee by the program.

I/We also understand that it will continue to be my/our responsibility to make sure that the payments are sent to Trustee Wyman. I/We further understand that until the commencement of the wage order or payment deduction by TFS Bill Pay, we will need to send the payments to Trustee Wyman at the below payment address:

[Trustee Payment Address]

Signed:

Debtor 1

Debtor 2

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT E**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**ORDER GRANTING MOTION TO  
SUBSTITUTE COLLATERAL OR USE  
INSURANCE PROCEEDS**

Before the Court is the Debtors' Motion to Substitute Collateral or Use Insurance Proceeds (the "Motion") regarding the secured claim of \_\_\_\_\_ (hereinafter "Creditor"). Having reviewed the pleadings and heard the arguments of counsel, it is hereby

ORDERED that Debtors' Motion be granted to allow Debtors to use insurance proceeds to purchase a vehicle of equal or greater value to the [description of wrecked vehicle] under lien to the Creditor under the condition that the new vehicle purchased by the Debtors will be substituted as collateral for the allowed secured claim of Creditor and the lien of Creditor will be properly noted on the title of the newly purchased vehicle;

IT IS FURTHER ORDERED that the insurance proceeds shall be forwarded to the Debtors' attorney, \_\_\_\_\_ for proper disbursement;

IT IS FURTHER ORDERED that Debtors and Debtors' attorney shall ensure that the seller of the new vehicle shall forward the title of said vehicle to Creditor so that Creditor may record its lien and hold it until either its claim has been satisfied or the Plan has been discharged;

IT IS FURTHER ORDERED that Creditor shall forward the title to the [description of wrecked vehicle] to the insurance company which distributes the proceeds, so that such insurance company may dispose of the wrecked vehicle. The name and address of the insurance company will be provided by Debtors and Debtors' attorney to Creditor; and

IT IS FURTHER ORDERED that Debtors' attorney shall timely monitor all transactions and hold the insurance proceeds in trust to be disbursed for the replacement vehicle and that Debtors' attorney shall ensure that the seller has notice of and complies with this Order.

**AND IT IS SO ORDERED.**

**EXHIBIT F<sup>1</sup>**

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter 13

**ORDER GRANTING RELIEF FROM  
AUTOMATIC STAY**

This matter comes before the Court pursuant to the motion of \_\_\_\_\_ (“Movant”), which seeks relief from the automatic stay in this case. According to the affidavit of Movant, no objection to the requested relief was filed by Debtor(s) or the Trustee, or any objections filed were subsequently withdrawn. It appearing that the motion should be granted, it is therefore

ORDERED that relief from the automatic stay is granted as to the property described as (insert brief description), and that Movant may proceed with its state court remedies against the property, including sending any required notice to Debtor(s). The Movant has agreed to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order, and has further agreed that any funds realized in excess of all liens, costs, and expenses will be paid to the Trustee;

IT IS FURTHER ORDERED that:

- ☐ Based upon Debtor(s)’ failure to object to Movant’s request regarding the Fed. R. Bankr. P. 4001(a)(3) stay, this order is effective immediately.
- ☐ Pursuant to Fed. R. Bankr. P. 4001(a)(3), this order is stayed until the expiration of 14 days after its entry.

**AND IT IS SO ORDERED.**

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<sup>1</sup> This order may be automatically generated using the text only CM/ECF event “Certification of No Response and Request for 362 Default Order.”

**EXHIBIT G**

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_\_

**ORDER GRANTING  
RELIEF FROM STAY  
BASED UPON FAILURE TO COMPLY  
WITH SETTLEMENT ORDER**

This matter comes before the Court upon the Affidavit of Default filed by \_\_\_\_\_ (“Movant”), which indicates that Debtor(s) have failed to comply with the terms of the Settlement Order entered on \_\_\_\_\_, by failing to make the payment(s) due on \_\_\_\_\_ in accordance with the Settlement Order. Therefore, it is

ORDERED that relief from the automatic stay is granted as to the property described as [insert brief description], and that Movant may proceed with its state court remedies against the property, including sending any required notice to Debtor(s). The Movant has agreed to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order, and has further agreed that any funds realized in excess of all liens, costs, and expenses will be paid to the Trustee.

IT IS FURTHER ORDERED that:

- ☐ Based upon Debtor(s)’ prior agreement to Movant’s request regarding the Fed. R. Bankr. P. 4001(a)(3) stay, this order is effective immediately.
- ☐ Pursuant to Fed. R. Bankr. P. 4001(a)(3), this order is stayed until the expiration of 14 days after its entry).

**AND IT IS SO ORDERED.**

**EXHIBIT H**

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

C/A No. \_\_\_\_\_

[Debtor Name],

Chapter \_\_\_\_

Debtor(s).

**CONSENT ORDER GRANTING RELIEF  
FROM STAY TO CONTINUE OR  
PURSUE ACTION IN FAMILY COURT**

This matter comes before the Court upon the request of \_\_\_\_\_ for an  
Order granting relief from the automatic stay provided under 11 U.S.C. § 362(a) to permit  
\_\_\_\_\_ to adjudicate the following actions in Family Court:

- ☐ Divorce
- ☐ Child Support
- ☐ Alimony
- ☐ Equitable Distribution of Marital Property & Debts
- ☐ Other \_\_\_\_\_

The parties consent to relief from the automatic stay. It is therefore,

ORDERED that relief from the automatic stay is granted to allow the Family Court to adjudicate the above-referenced actions and to accord such other relief as is appropriate under state law. However, additional relief from stay is necessary for the enforcement of a marital obligation against property of the estate or to hold the Debtor in civil contempt. Notwithstanding any determination by the Family Court, property of the estate may be subject to further order of this Court.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Movant  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

/s/Chapter 13 Trustee  
Chapter 13 Trustee

**EXHIBIT I<sup>1</sup>**

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter 13

**SETTLEMENT ORDER  
ON  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY**

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ (“Movant”). The Chapter 13 Trustee did not object to the motion or has agreed to the settlement. The property which is the subject of the motion is described as follows:

[Property Description]

Upon the agreement of the parties, it is hereby ORDERED:

According to the certifications of facts, the value/equity in the subject property above the movant’s lien is \$ \_\_\_\_\_.<sup>2</sup>

As of \_\_\_\_\_, Debtor has accrued a post petition arrearage in the amount of \$ \_\_\_\_\_. The post petition arrearage consists of:

- ☐ Payments for the month(s) of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month.
- ☐ Late charges in the amount of \$ \_\_\_\_\_.
- ☐ Attorney’s fees and costs in the amount of \$ \_\_\_\_\_.
- ☐ Other costs (specify below) in the amount of \$ \_\_\_\_\_.

Debtor shall continue to remit to Movant the regular post petition monthly payments beginning \_\_\_\_\_, 20\_\_\_\_, and continuing thereafter in accordance with the terms of the loan agreement and the chapter 13 plan.

In addition to the regular post petition monthly payments set forth above, Debtor shall cure the post petition arrearage of \$ \_\_\_\_\_ as follows:

- ☐ Pay initial payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_\_\_.

<sup>1</sup> This order may be automatically generated using the text only CM/ECF event “Request for Settlement Order on Motion for Relief from Stay.”

<sup>2</sup> The amount of equity stated should be the total equity or value above the movant’s lien in the Property without regard to any claimed exemptions or junior liens. If the value/equity exceeds \$5,000.00, Exhibit F should be used.

☐ Pay \$\_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_ for \_\_\_\_ months.

☐ Pay final payment of \$\_\_\_\_\_ by \_\_\_\_\_, 20\_\_.

Failure to make a payment within 20 days from its due date shall be considered a default under the terms of this settlement order.

Payments shall be paid directly to Movant at:

[Address for Payment]

In the event of a default under the terms of this Order, relief from stay may be provided without further hearing upon the filing of an affidavit of default by Movant and the entry of the proposed order by the Court. Movant may then proceed with its state court remedies against the property, including sending any required notice to Debtor(s). **This *ex parte* relief provision of this Order shall expire and no longer be effective 12 months from the expiration of the cure period set forth above.**

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor's default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

- ☐ is applicable to any order granting relief for default on this settlement order.  
☐ is not applicable to any order granting relief for default on this Settlement Order.

**NON-STANDARD LANGUAGE**  
**(Hearing May Be Required for Approval)**

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Movant

Attorney for Movant

District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor

Attorney for Debtor

District Court I.D. \_\_\_\_\_

**CERTIFICATION:**

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by the Debtor or the party obligated to pay.

/s/ Attorney for Debtor

Attorney for Debtor

District Court I.D. \_\_\_\_\_

**EXHIBIT J<sup>1</sup>**

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter 13

**SETTLEMENT ORDER  
ON  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
(Value/Equity Exists  
Above Movant's Lien)<sup>2</sup>**

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ ("Movant"). The Chapter 13 Trustee did not object to the motion or has agreed to the settlement. The property which is the subject of the motion is described as follows:

[Property Description]

Upon the agreement of the parties, it is hereby ORDERED:

According to the certifications of facts, the value/equity in the subject property above the movant's lien is \$ \_\_\_\_\_.<sup>3</sup>

As of \_\_\_\_\_, Debtor has accrued a post petition arrearage in the amount of \$ \_\_\_\_\_. The post petition arrearage consists of:

- ☐ Payments for the month(s) of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month.
- ☐ Late charges in the amount of \$ \_\_\_\_\_.
- ☐ Attorney's fees and costs in the amount of \$ \_\_\_\_\_.
- ☐ Other costs (specify below) in the amount of \$ \_\_\_\_\_.

Debtor shall continue to remit to Movant the regular post petition monthly payments beginning \_\_\_\_\_, 20\_\_\_\_, and continuing thereafter in accordance with the terms of the loan agreement and the chapter 13 plan.

<sup>1</sup> This order may be automatically generated using the text only CM/ECF event "Request for Settlement Order on Motion for Relief from Stay."

<sup>2</sup> This form is to be used if the value/equity above the movant's lien in the property exceeds \$5,000.00.

<sup>3</sup> The amount of equity stated should be the total equity or value above the movant's lien in the property without regard to any claimed exemptions or junior liens.

In addition to the regular post petition monthly payments set forth above, Debtor shall cure the post petition arrearage of \$ \_\_\_\_\_ as follows:

☐ Pay initial payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 20 \_\_\_\_.

☐ Pay \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20 \_\_\_\_ for \_\_\_\_ months.

☐ Pay final payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 20 \_\_\_\_.

Failure to make a payment within 20 days from its due date shall be considered a default under the terms of this settlement order.

Payments shall be paid directly to Movant at:

[Address for Payment]

In the event of a default under the terms of this Order, Movant may file an affidavit of default and request for further hearing, and a hearing will be scheduled to determine whether relief from stay is warranted. The debtor(s) and Trustee shall have ten (10) days from the date of service of the notice of further 362 hearing to object to the Movant's request for relief. If no timely objections are filed, the Court may grant relief without any further hearing.

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor's default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

- ☐ is applicable to any order granting relief for default on this settlement order.
- ☐ is not applicable to any order granting relief for default on this Settlement Order.

**NON-STANDARD LANGUAGE**  
**(Hearing May Be Required for Approval)**

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Movant  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

**CERTIFICATION:**

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by the Debtor(s) or the party obligated to pay.

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

**EXHIBIT K**  
**UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor(s) Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter 13

**SETTLEMENT ORDER**  
**ON MOTION FOR RELIEF FROM**  
**AUTOMATIC STAY**  
**(Conduit)**

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ (“Movant”) based upon Debtor(s)’ failure to comply with the terms of the previously confirmed Chapter 13 plan. The property or security which is the subject of the motion is described as follows:

[Property Description]

According to the certifications of facts, the value/equity in the subject property above the Movant’s lien is \$ \_\_\_\_\_.<sup>1</sup>

Upon the agreement of the parties and the Chapter 13 Trustee, Debtor(s) are to address the default of the previously confirmed plan by increasing the plan payment to the Chapter 13 Trustee as described below.

**POST PETITION ARREARAGE:**

As of \_\_\_\_\_, Debtor(s) have accrued a post petition arrearage in the total amount of \$ \_\_\_\_\_. The post petition arrearage consists of:

- ☐ Payments for the month(s) of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month.
- ☐ Late charges in the amount of \$ \_\_\_\_\_.
- ☐ Attorney’s fees and costs in the amount of \$ \_\_\_\_\_.
- ☐ Other costs (specify below) in the amount of \$ \_\_\_\_\_.

Therefore, it is hereby ORDERED:

<sup>1</sup> \_\_\_\_\_  
The amount of equity states should be the total equity or value above the movant’s lien in the property without regard to any claimed exemptions or junior liens.

**NEW PLAN PAYMENT TO TRUSTEE:**

Debtor(s) shall file an amended chapter 13 plan within 10 days of the entry of this Order. The amended plan shall provide the following:

Debtor(s) shall pay regular monthly payments due to Movant and cure the above listed post petition arrearage by increasing the plan payments to the Chapter 13 Trustee. The total plan payment beginning with the \_\_\_\_\_ (month, year) payment will be \$\_\_\_\_\_.

**CONSEQUENCES OF DEFAULT:**

The failure to file an amended plan within 10 days of the entry of this Order shall be considered a default under the terms of this Order. Upon a default, the Movant, with the consent of the Chapter 13 Trustee, may file an affidavit of default and proposed order, and the Court may grant relief from stay without a further hearing. Movant may then proceed with its state court remedies against the property, including sending any required notice to Debtor(s).

**OTHER AGREEMENTS:**

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor(s)' default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

- ☐ is applicable to any order granting relief for default on this settlement order.
- ☐ is not applicable to any order granting relief for default on this Settlement Order.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Movant  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor(s)  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

/s/ Chapter 13 Trustee  
Chapter 13 Trustee

**CERTIFICATION:**

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by Debtor(s) or the party obligated to pay.

/s/ Attorney for Debtor(s)  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

**EXHIBIT L**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor(s) Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter 13

**SETTLEMENT ORDER  
ON MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
(Conduit & Direct Pay/No Equity)<sup>1</sup>**

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ (“Movant”) based upon Debtor(s)’ failure to comply with the terms of the previously confirmed Chapter 13 plan. The property or security which is the subject of the motion is described as follows:

[Property Description]

According to the certifications of facts, the value/equity in the subject property above the Movant’s lien is \$\_\_\_\_\_.<sup>2</sup>

Upon the agreement of the parties and the Chapter 13 Trustee, Debtor(s) are to address the default in the previously confirmed plan by increasing the plan payment to the Chapter 13 Trustee and curing the post-petition arrearage through other payments made directly to the Movant as described below.

**POST PETITION ARREARAGE:**

As of \_\_\_\_\_, Debtor(s) have accrued a post petition arrearage in the total amount of \$\_\_\_\_\_. The post petition arrearage consists of:

- ☐ Payments for the month(s) of \_\_\_\_\_ in the amount of \$\_\_\_\_\_ per month.
- ☐ Late charges in the amount of \$\_\_\_\_\_.
- ☐ Attorney’s fees and costs in the amount of \$\_\_\_\_\_.
- ☐ Other costs (specify below) in the amount of \$\_\_\_\_\_.

Therefore, it is hereby ORDERED:

<sup>1</sup> This form is to be used if the value/equity above the movant’s lien in the property is less than \$5,000.00.

<sup>2</sup> The amount of equity states should be the total equity or value above the movant’s lien in the property without regard to any claimed exemptions or junior liens.

**NEW PLAN PAYMENT TO TRUSTEE:**

Debtor(s) shall file an amended chapter 13 plan within 10 days of the entry of this Order providing that Debtor(s) shall pay regular monthly payments due to Movant by increasing the plan payments to the Chapter 13 Trustee. The total plan payment beginning with the \_\_\_\_\_ (month, year) payment will be \$ \_\_\_\_\_.

**CURE PAYMENT TO MOVANT:**

In addition to the payments to the Trustee, Debtor(s) shall cure the above listed post petition arrearage by making Cure Payments directly to the Movant as follows:

- ☐ Pay initial payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_.
- ☐ Pay \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_ for \_\_\_\_\_ consecutive months.
- ☐ Pay final payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_.

Cure Payments shall be paid directly to Movant at:

[Address for Cure Payment]

**CONSEQUENCES OF DEFAULT:**

The failure to file an amended plan within 10 days of the entry of this Order or the failure to make a Cure Payment directly to Movant within 14 days from its due date shall be considered a default under the terms of this Order.

Upon a default, Movant or the Trustee may file an affidavit of default and proposed order,<sup>3</sup> and the Court may grant relief from stay without a further hearing. Movant may then proceed with its state court remedies against the property, including sending any required notice to Debtor(s).

**OTHER AGREEMENTS:**

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor(s)' default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

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<sup>3</sup> For defaults based on Debtor's failure to timely file an amended plan, Movant's affidavit of default shall be with the consent of the Chapter 13 Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

- ☐ is applicable to any order granting relief for default on this settlement order.  
☐ is not applicable to any order granting relief for default on this Settlement Order.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Movant  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor(s)  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

/s/ Chapter 13 Trustee  
Chapter 13 Trustee

**CERTIFICATION:**

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by Debtor(s) or the party obligated to pay.

/s/ Attorney for Debtor(s)  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

**EXHIBIT M**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

C/A No. \_\_\_\_\_

[Debtor(s) Name],

Chapter 13

Debtor(s).

**SETTLEMENT ORDER  
ON MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
(Conduit & Direct Pay/Equity)<sup>1</sup>**

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ (“Movant”) based upon Debtor(s)’ failure to comply with the terms of the previously confirmed Chapter 13 plan. The property or security which is the subject of the motion is described as follows:

[Property Description]

According to the certifications of facts, the value/equity in the subject property above the Movant’s lien is \$\_\_\_\_\_.<sup>2</sup>

Upon the agreement of the parties and the Chapter 13 Trustee, Debtor(s) are to address the default in the previously confirmed plan by increasing the plan payment to the Chapter 13 Trustee and curing the post-petition arrearage through other payments made directly to the Movant as described below.

**POST PETITION ARREARAGE:**

As of \_\_\_\_\_, Debtor(s) have accrued a post petition arrearage in the total amount of \$\_\_\_\_\_. The post petition arrearage consists of:

- ☐ Payments for the month(s) of \_\_\_\_\_ in the amount of \$\_\_\_\_\_ per month.
- ☐ Late charges in the amount of \$\_\_\_\_\_.
- ☐ Attorney’s fees and costs in the amount of \$\_\_\_\_\_.
- ☐ Other costs (specify below) in the amount of \$\_\_\_\_\_.

Therefore, it is hereby ORDERED:

<sup>1</sup> This form is to be used if the value/equity above the movant’s lien in the property exceeds \$5,000.00.

<sup>2</sup> The amount of equity states should be the total equity or value above the movant’s lien in the property without regard to any claimed exemptions or junior liens.

**NEW PLAN PAYMENT TO TRUSTEE:**

Debtor(s) shall file an amended chapter 13 plan within 10 days of the entry of this Order providing that Debtor(s) shall pay regular monthly payments due to Movant by increasing the plan payments to the Chapter 13 Trustee. The total plan payment beginning with the \_\_\_\_\_ (month, year) payment will be \$ \_\_\_\_\_.

**CURE PAYMENT TO MOVANT:**

In addition to the payments to the Trustee, Debtor(s) shall cure the above listed post petition arrearage by making Cure Payments directly to the Movant as follows:

- ☐ Pay initial payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_.
- ☐ Pay \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_ for \_\_\_\_ consecutive months.
- ☐ Pay final payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_.

Cure Payments shall be paid directly to Movant at:

[Address for Cure Payment]

**CONSEQUENCES OF DEFAULT:**

The failure to file an amended plan within 10 days of the entry of this Order or the failure to make a Cure Payment directly to Movant within 14 days from its due date shall be considered a default under the terms of this Order.

Upon a default, Movant or the Trustee may file an affidavit of default and request for further hearing, and a hearing will be scheduled to determine whether relief from stay is warranted.<sup>3</sup> Debtor(s) and Trustee shall have ten (10) days from the date of service of the notice of further 362 hearing to object to the Movant's request for relief. If no timely objections are filed, the Court may grant relief without any further hearing.

**OTHER AGREEMENTS:**

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor(s)' default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

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<sup>3</sup> For defaults based on Debtor(s)' failure to timely file an amended plan, Movant's affidavit of default shall be with the consent of the Chapter 13 Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

- ☐ is applicable to any order granting relief for default on this settlement order.  
☐ is not applicable to any order granting relief for default on this Settlement Order.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Movant  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor(s)  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

/s/ Chapter 13 Trustee  
Chapter 13 Trustee

**CERTIFICATION:**

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by Debtor(s) or the party obligated to pay.

/s/ Attorney for Debtor(s)  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

**EXHIBIT N**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor(s) Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**SETTLEMENT ORDER  
ON MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
(LM/MM)**

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ ("Movant"). The Trustee did not object to the motion or has agreed to the settlement. The property which is the subject of the motion is described as follows:

[PROPERTY ADDRESS]

According to the certifications of facts, the value/equity in the subject property above the Movant's lien is \$ \_\_\_\_\_.<sup>1</sup>

Upon the agreement of the parties, it is hereby ORDERED:

Debtor(s)' loan with the Movant shall be considered for loss mitigation/mortgage modification ("LM/MM") using the Default Mitigation Management portal. Movant shall review Debtor(s) for all possible LM/MM options available to Debtor(s). The parties shall comply with the requirements and deadlines set forth in the Chamber Guidelines for Judge Waites.

Debtor(s) shall submit a proposed Consent Order Requiring Loss Mitigation/Mortgage Modification within 5 days after the entry of this Order.

Upon a denial of LM/MM, the Movant may file an affidavit of default and proposed order lifting the automatic stay. However, the affidavit may not be submitted until final disposition and either denial of all available types of LM/MM or Debtor(s)' non-acceptance of a LM/MM offer.

In the event that Movant files an affidavit of default, relief from the stay may be provided without further hearing upon the entry of the proposed order by the Court. Movant may then

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<sup>1</sup> The amount of equity stated is the total equity or value above the Movant's lien in the Property without regard to any claimed exemptions or junior liens.

proceed with its state court remedies against the property, including sending any required notice to Debtor(s).

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor(s)' default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

☐ is applicable to any order granting relief for default on this settlement order.

☐ is not applicable to any order granting relief for default on this Settlement

Order.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

\_\_\_\_\_  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

\_\_\_\_\_  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

**CERTIFICATION:**

Prior to consenting to this settlement order, obligations set forth in this Order and the forthcoming Consent Order Requiring Loss Mitigation/Mortgage Modification, including the deadlines to submit documentation and the consequences of default were reviewed with and agreed to by Debtor(s) or other obligated party.

\_\_\_\_\_  
Attorney for Debtor(s)  
District Court I.D. \_\_\_\_\_

**EXHIBIT O**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter 13

**SETTLEMENT ORDER  
ON  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
(Insurance)**

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ (“Movant”) based (in whole or in part) upon Debtor’s failure to maintain insurance or timely reimburse Movant for such costs. The Chapter 13 Trustee did not object to the motion or has agreed to the settlement. The property which is the subject of the motion is described as follows:

[Property Description]

According to the certifications of facts, the value/equity in the subject property above the movant’s lien is \$\_\_\_\_\_.

Upon the agreement of the parties, it is hereby ORDERED:

If there was no insurance at the time of the motion, Debtor agrees to present evidence of current insurance within 10 days of the entry of this Order or be deemed in default under the terms of this settlement order.

Furthermore, in accordance with the terms of the loan agreement, Movant has incurred post petition fees and expenses in the amount of \$\_\_\_\_\_ associated with the motion and with obtaining insurance or force placing insurance on behalf of Debtor. These post petition fees and expenses consists of:

☐ Premiums for insurance/forced place insurance in the amount of \$\_\_\_\_\_.

☐ Attorney’s fees and costs in the amount of \$\_\_\_\_\_.

☐ Other costs (specify below) in the amount of \$\_\_\_\_\_.

Debtor shall cure the aforementioned post petition fees and expenses through the following Cure Payments:

- ☐ Pay initial payment of \$\_\_\_\_\_ by \_\_\_\_\_, 20\_\_.
- ☐ Pay \$\_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_ for \_\_\_\_ months.
- ☐ Pay final payment of \$\_\_\_\_\_ by \_\_\_\_\_, 20\_\_.

Failure to make a Cure Payment within 20 days from its due date shall be considered a default under the terms of this settlement order.

Cure Payments shall be paid directly to Movant at:

[Address for Payment]

Further, the parties agree that Movant may request proof of insurance in the future through a written notice to Debtor and Debtor's counsel. Failure to provide proof of insurance or to reasonably reimburse Movant for forced place insurance within 20 days after service of the written notice shall be a default under the terms of this settlement order.

In the event of a default under the terms of this Order, relief from stay may be provided without further hearing upon the filing of an affidavit of default by Movant and the entry of the proposed order by the Court. Movant may then proceed with its state court remedies against the property, including sending any required notice to Debtor(s).

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor's default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

- ☐ is applicable to any order granting relief for default on this settlement order.
- ☐ is not applicable to any order granting relief for default on this Settlement Order.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Movant  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

**CERTIFICATION:**

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by the Debtor or the party obligated to pay.

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

**EXHIBIT P**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_\_

**NOTICE AND MOTION FOR  
LOSS MITIGATION/MORTGAGE  
MODIFICATION PURSUANT TO  
JUDGE WAITES' CHAMBERS  
GUIDELINES**

**To: \_\_\_\_\_ ("Mortgage Creditor") and Parties in Interest**

The Debtor(s), through counsel, hereby move the Court for an Order Requiring Loss Mitigation/Mortgage Modification with respect to the following property:

*[Identify the Property]*

*[Last Four Digits of Loan Number]*

*[Mortgage Creditor's Name and Address]*

The Debtor(s) request an order directing the parties to participate in the Loss Mitigation/Mortgage Modification (LM/MM) via the Portal as set forth in Judge Waites' Chambers Guidelines, available at <http://scb.uscourts.gov/content/judge-waites>

Prior to filing this Motion, Debtor(s)' Counsel has determined that:

☐ The Mortgage Creditor is registered with the Portal. Within 14 days after entry of the Order, Debtor(s)' Counsel will upload to the Portal Debtor(s)' Prepared Package together with any additional forms or documents which the Mortgage Creditor may post on the Portal.

☐ The Mortgage Creditor is not registered. The Debtor(s) request that the Court require Mortgage Creditor to register with the Portal within 7 days after entry of the Order. Within 14 days after entry of the Order, Debtor(s)' Counsel will upload to the Portal Debtor(s)' Prepared Package together with any additional forms or documents which the Mortgage Creditor may post on the Portal.

The Debtor(s) ☐ have or ☐ have not previously sought loss mitigation/mortgage modification through any procedure/process during this bankruptcy case or within the previous two years. List dates and results: \_\_\_\_\_

The Debtor(s)' current Chapter 13 plan ☐ does or ☐ does not provide for a LM/MM review.

If a previous attempt at loss mitigation/mortgage modification was made or is ongoing, the change of circumstances which makes this attempt more likely to succeed is as follows:

**TAKE FURTHER NOTICE that any response, return and/or objection to this Motion should be filed with the Court no later than 14 days from service of the Motion and a copy simultaneously served on all parties in interest.**

TAKE FURTHER NOTICE that no hearing will be held on this Motion, except as required by the Judge, unless a response, return and/or objection is timely filed and served, in which case, the Court will conduct a hearing on \_\_\_\_\_, \_\_\_\_ at \_\_\_\_ a.m./p.m. at \_\_\_\_\_, \_\_\_\_\_, South Carolina. No further notice of this hearing will be given.

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Attorney Name & Fed. ID #

Address

Email

**EXHIBIT Q**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**ORDER REQUIRING  
LOSS MITIGATION/MORTGAGE  
MODIFICATION**

A Motion for Loss Mitigation/Mortgage Modification (LM/MM) was filed by [Debtor Name] (“Debtor(s)”), and the necessary parties have had notice and an opportunity to object. It appearing that no objections were filed or that any objections filed have been withdrawn or otherwise ruled upon or that the applicable parties now consent, it is hereby

**ORDERED** that the Debtor(s), acting through counsel, and \_\_\_\_\_ (“Mortgage Creditor”) [and additional parties, if any] are directed to participate in LM/MM Portal Program according to Chamber Guidelines; it is further

**ORDERED** that the Debtor(s), Debtor(s)’ counsel, the Mortgage Creditor and its counsel, and any participating co-borrower or obligor shall comply with the LM/MM Procedures set forth in Judge Waites’ Chambers Guidelines (available at [www.scb.uscourts.gov/ChambersJW.htm](http://www.scb.uscourts.gov/ChambersJW.htm)) and engage in the LM/MM process in good faith, and that failure to do so may result in the scheduling of a hearing to consider sanctions or other relief; and it is further

**ORDERED** that the Debtor(s), Debtor(s)’ Counsel, and the Mortgage Creditor and its counsel shall observe the following deadlines:

- (1) Upon entry of this Order, Debtor(s)’ Counsel shall immediately register on the Portal.<sup>1</sup> Once registered, all communication between the parties regarding the loss mitigation review shall be sent through the Portal. Communication and negotiation by the Debtor shall be through Debtor(s)’ Counsel unless otherwise allowed by the Court.
- (2) Within 7 days after entry of this Order, the Mortgage Creditor shall register to use the Portal (if not previously registered), assign to the Portal the Mortgage Creditor’s designated counsel, and ensure that the Portal provider has been provided with any and all application forms and documentation requirements necessary for consideration of all available types of LM/MM. Debtor(s)’ Counsel shall report, by correspondence filed on the Court’s docket, any failure to timely register to use the Portal.
- (3) Within 14 days after entry of this Order, Debtor(s)’ Counsel shall upload the standard LM/MM forms (the "Debtor(s)’ Prepared Package") to the Portal and assign the LM/MM Mediator to the account in the Portal. Unless exempted by the Court, the Court's approved

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<sup>1</sup> The Portal is available at <https://www.dclmwp.com>.

online document preparation program (the “Document Preparation Program”), provided at [www.documods.com](http://www.documods.com), must be used to complete the Debtor(s)’ Prepared Package.

- (4) Within 7 days after submission of the Debtor(s)’ Prepared Package and any additional documentation on the Portal, the Mortgage Creditor shall:
- i. Acknowledge receipt of the information on the Portal;
  - ii. Provide on the Portal all contact information of the representative in charge of the Debtor(s)’ account; and
  - iii. Notify Debtor(s)’ Counsel of any additional or updated information required to process the application.
- (5) **Unless a shorter time is set by applicable law, rules or regulations or unless extended by the Mediator**, the Mortgage Creditor shall have a total of 90 days from entry of this Order (“Loss Mitigation Period”) to conclude its consideration and provide a final response to the Loss Mitigation request by advising on all means of Loss Mitigation, including mortgage modification, or verify a denial by filing a Mortgage Loan Modification Report. Any denial shall state specific reasons for a denial.
- (6) Upon acceptance of the Debtor(s) in any Trial Period Plan and before the first trial period payment is due, Debtor(s)’ Counsel shall submit a proposed Order Approving Trial Period Plan for consideration and approval by the Court.
- (7) **Other requirements set forth in Chambers Guidelines, which may include additional required steps and deadlines, are incorporated herein and shall be effective. Failure to adhere to the Order and Chambers Guidelines may subject parties and counsel to sanctions or other relief.**

It is further **ORDERED** that the parties must submit and seek Court approval of any final agreement providing for LM/MM using forms and procedures outlined in Judge Waites’ Chambers Guidelines referenced above. Dismissal of the bankruptcy case, relief from the automatic stay as to the affected property, or reaffirmation of the debt shall not be a condition of loss mitigation, including modification of mortgage loan, unless allowed by the Court after consideration at a hearing; and it is further

**ORDERED** that, absent entry of a Consent Order Approving Loss Mitigation/Mortgage Modification, a final report must be submitted within thirty (30) days of the expiration of LM/MM efforts; and it is further

**ORDERED** that the Mortgage Creditor, via counsel, is ordered to inform the Court, the Debtor(s), Debtor(s)’ Counsel, the Trustee, and any participating co-borrower or obligor if the applicable loan is sold or securitized to another company during the LM/MM process within 7 days of the transfer. The transferee or new servicer of the loan shall be advised of these requirements by the original Mortgage Creditor and shall be bound by all prior orders, agreements, forms, and documentation. The transferee or servicer shall register for the Portal within 7 days and the Mortgage Creditor shall transfer the Portal account to the transferee so that the transferee may review all previously submitted transmissions and continue with the process.

**ORDERED** that Debtor(s)' Counsel, in consideration for assisting the Debtor(s) with the LM/MM process and in addition to any other fees charged in connection with the case, shall be permitted to charge an additional attorney's fee of \$1,700. Said fee shall be paid in a manner described below and reflected in a fee disclosure [select applicable provision and include only that provision in the order]:

- ☐ The Debtor(s) shall pay \$1,700 or such other agreed upon amount directly to Debtor(s)' Counsel outside of the bankruptcy in accordance with a separate fee or retainer agreement. If Debtor(s) fail to make such payment, Debtor(s)' Counsel is authorized to file a request for supplemental fees to seek payment through the Chapter 13 Plan;
- ☐ Debtor has or shall pay a partial payment of \$\_\_\_ directly to Debtor(s)' Counsel outside of the bankruptcy, leaving a balance of \$\_\_\_\_\_ to be paid from the Chapter 13 Plan.
- ☐ The entire fee of \$1,700 shall be paid to Debtor(s)' Counsel from the Chapter 13 Plan.
- ☐ Other: (to be completed by Debtor(s)' counsel and subject to Court approval)

**IT IS FURTHER ORDERED** that should the Debtor(s) at any time fail to meet a payment obligation as described above, regardless of whether it is a direct payment to the attorney or a plan payment to the Trustee, Debtor(s)' counsel may report that failure to the Court by correspondence and request to be relieved from further obligation of LM/MM assistance.

**AND IT IS SO ORDERED.**

**EXHIBIT R**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

C/A No. CASE NUMBER

DEBTOR NAME,

Chapter 13

Debtor(s).

**ORDER APPOINTING MEDIATOR**

This matter comes before the Court upon the entry of an Order Requiring Loss Mitigation/Mortgage Modification addressing the loss mitigation/mortgage modification (LM/MM) efforts between Debtor and \_\_\_\_\_ (“Mortgage Creditor”).

To aid in the efficient resolution of LM/MM and to avoid delay, the Court finds that LM/MM mediation is necessary. Therefore, pursuant to Chambers Guidelines (“Operating Order”), the Court appoints a Mediator to mediate this matter. The name and contact information of the Mediator is reflected on the CM/ECF Docket. If the Mediator is unable to mediate this case, the Mediator shall notify the Court of the need for the appointment of another mediator no later than 3 days after the service of this Order.

The Mediator shall have 3 days from the entry of this Order to register to the portal at no cost, if the Mediator has not already done so. Debtor’s counsel, upon uploading the Debtor’s prepared package on the Portal, shall assign the Mediator to the account on the Portal so that the Mediator may review the file and have access to the account on the Portal.

The initial fees and costs for the Mediator **shall total \$300.00**,<sup>1</sup> which includes a one-hour of time mediation session (“Initial Mediation Session”), and should be equally divided by the parties and paid no later than seven days prior to the Initial Mediation Session by the parties unless otherwise ordered. This \$300 compensation includes the Mediator’s review and monitoring of the case in the Portal as well as reporting to the Court. No later than 30 days after the entry of this Order, the Initial Mediation Session shall be conducted on a date set by the Mediator.

After the conclusion of the Initial Mediation Session, the parties and Mediator shall schedule a second one-hour mediation session (“Second Mediation Session”) to assist in facilitating the resolution of LM/MM efforts. If, prior to the scheduled Second Mediation Session, the parties have reached an LM/MM Agreement or are near completion of the LM/MM review to the satisfaction of all the parties, the parties may jointly request, no later than five days prior to the scheduled session, the Mediator cancel or reschedule the Second Mediation Session. The Mediator may cancel or reschedule the Second Mediation Session in his or her discretion. If the Second Mediation Session is not cancelled, the Mediator’s fees and costs for the Second Mediation Session **shall total \$300.00**, and should be equally divided by the parties and paid no later than 7 days prior to the scheduled Second Mediation Session. This \$300 compensation includes the Mediator’s additional review and monitoring of the case in the Portal as well as the additional reporting to the Court.

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<sup>1</sup> In the event of a settlement of issues before any mediation session takes place, the Mediator is entitled to fees for time spent in preparation for mediation at the hourly rate of \$300/hour, but such fee request shall not exceed \$600.00 without Court order. If the Mediator contemplates that additional time would be required due to the unusual circumstances of the matter, the Mediator may request that the Court set an additional fee amount, after notice to the Debtor(s) and Mortgage Creditor.

After the conclusion of the Second Mediation Session, if a further mediation session is needed to facilitate the resolution of a LM/MM dispute or issue, the parties, with the approval of the Mediator, may agree to an additional one-hour mediation session, which will be held on a date set by the Mediator. The Mediator shall report the additional mediation session and the arrangements of the Mediator's additional compensation to the Court.

All mediation sessions shall be attended by the Debtor(s), Debtor(s)' counsel, a representative of the Mortgage Creditor with LM/MM authority and counsel for the Mortgage Creditor via telephone on a conference call established by Debtor(s)' Counsel. Debtor(s)' Counsel shall publish the phone number to the Portal no later than 3 days before the scheduled mediation session. Upon completion of the mediation sessions, the Mediator shall advise the Court in writing that the session has occurred, the date of the session, whether the issues were settled in whole or in part, and whether a further hearing is required.

At the mediation sessions, the parties and their counsel shall be prepared to participate in a mutual, good faith LM/MM discussions.

The Mediator shall periodically monitor the Portal communications to ensure that each party is performing its obligations and duties as required under the guidelines, including without limitation:

- (1) Confirming that the Debtor has timely provided the Debtor's Prepared Package;
- (2) Facilitating the communication and document exchanges between the parties to ensure the LM/MM is proceeding in a timely fashion;
- (3) Monitoring the deadlines for each party;
- (4) Preparing for, scheduling and conducting the mediation sessions; and
- (5) Reporting to the Court of any non-compliance with the terms of the Operating Order.

The failure of any party or counsel to cooperate or otherwise comply with the provisions of this order shall be reported to the Court by the Mediator. An expedited hearing before the Court may be requested by the Mediator or any other party on issues not resolved by mediation. The Mediator may also request the Court hold a Status Hearing on the LM/MM.

This order shall be served by Debtor(s)' counsel on the Mediator and the Mortgage Creditor and its counsel (if known). Counsel shall be responsible for notifying and ensuring the presence of parties at the mediation sessions.

**AND IT IS SO ORDERED**

**EXHIBIT S**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**MORTGAGE LOAN  
MODIFICATION/LOSS MITIGATION  
REPORT**

Following efforts to negotiate loss mitigation/mortgage modification of the below described loan, the parties report that loss mitigation/mortgage modification was denied or has failed for the following reasons:<sup>1</sup>

Name of Mortgage Creditor: \_\_\_\_\_

Property Address: \_\_\_\_\_

Dated:

Signature: \_\_\_\_\_

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<sup>1</sup> Indicate if a Trial Period Plan was previously approved but was not successfully completed.

**EXHIBIT T**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**LIMITED NOTICE OF APPEARANCE,  
REQUEST FOR NOTICE, AND  
DISCLOSURE OF COMPENSATION**

The undersigned attorney files this Limited Notice of Appearance on behalf of [Debtor(s)' Name] ("Debtor(s)") in this case for the sole purpose of seeking Loss Mitigation/Mortgage Modification for the Debtor(s). The undersigned further states that s/he will receive \$\_\_\_\_\_ compensation for this limited appearance to be paid through the Chapter 13 Trustee's distribution or through direct payment by Debtor(s) from post petition income or exempt assets. An attorney fee disclosure statement shall be filed upon the earning of the fee according to Chambers Guidelines.

\_\_\_\_\_  
Attorney Name & Fed. ID #  
Address  
Email

**CERTIFICATE OF SERVICE**

The above signing attorney certifies that on [date of service], a copy of the foregoing Limited Notice of Appearance, Request for Notice, and Disclosure of Compensation was served on the Debtor(s), the Chapter 13 Trustee and any affected creditor by first class U.S. Mail at the following addresses:

**EXHIBIT U**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**ORDER GRANTING APPROVAL OF  
TRIAL PERIOD PLAN  
(PORTAL)**

This matter comes before the Court upon the Debtor(s)' Request to Approve Trial Period Plan with \_\_\_\_\_ ("the Mortgage Creditor"), and this Court having considered the matter  
ORDERS AS FOLLOWS:

- a. The request is granted.
- b. The Trial Period Plan with the Mortgage Creditor is hereby approved and the parties are ordered to comply with the terms of the Trial Period Plan:  
☐ The Trial Period Plan is described in the attachments hereto (**with private information redacted**) or  
☐ The terms are as follows:
  - i. The Trial Period Plan Payments are in the amount of \$\_\_\_\_\_, representing principal, interest, taxes and insurance beginning \_\_\_\_\_, 20\_\_\_\_\_.
  - ii. The payments will be sent to: [insert address]

Debtor(s)' counsel shall timely submit for Court approval any final loss mitigation or mortgage modification agreement after the Trial Period Plan Payments are made.

**AND IT IS SO ORDERED.**

APPROVAL REQUESTED BY:

\_\_\_\_\_  
Attorney Name & Fed. ID #

Address

Email

**EXHIBIT V**  
**UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**CONSENT ORDER APPROVING LOSS  
MITIGATION/MORTGAGE  
MODIFICATION<sup>1</sup>  
(PORTAL)**

This matter comes before the Court upon the request of [Debtor(s)' Name(s)] ("Debtor(s)") and [Creditor Name] ("Mortgage Creditor") for approval of the parties' agreement for loss mitigation/mortgage modification ("LM/MM"). Mortgage Creditor has an existing loan secured by the Debtor(s)' real property. Using the Portal procedure set forth in the undersigned's Chamber's Guidelines, the parties have reached an agreement for LM/MM, which will have the following benefits to the Debtor(s):

- ☐ Reduction of the Debtor(s)' mortgage payments from the current amount of \$\_\_\_\_\_ per month to approximately \$\_\_\_\_\_ per month.
- ☐ Interest rate reduced from \_\_\_\_% to \_\_\_\_% [☐ Fixed or ☐ Variable]
- ☐ Arrearage in the amount of \$\_\_\_\_\_ ☐ forgiven or ☐ postponed.
- ☐ Other – Describe below:

Regarding LM/MM, the parties represent and agree that:

1. There will be no extension of additional funds beyond what is already owed;
2. Payments to other lien holders under the plan will not be affected;
3. That the LM/MM has no detrimental effect on other creditors and is in the best interest of Debtor(s) and the estate;
4. That payments to Creditor for arrearage are/are not being made by the Trustee, and will/will not be made upon the effective date of the LM/MM agreement; any overage paid by the Trustee will be refunded to the Trustee within 60 days;
5. Stay relief has not been granted to any secured creditor on the property as a prerequisite of the agreement for loss mitigation;
6. The trial period has been successfully completed [if applicable]; and
7. The documents finalizing the LM/MM shall be executed by the parties within 60 days from the entry of this Order.

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<sup>1</sup> Mortgage Creditor's consent may be demonstrated by attachment of document evidencing Mortgage Creditor's offer.

Debtor(s) certify that the costs of DMM have been previously paid by Debtor(s) (or other source) and the attorney's fees specifically attributable to services required for participation in LM/MM have been previously paid by Debtor or will be paid through the Trustee's distributions.

Now, therefore, upon the agreement of Debtor and Mortgage Creditor and with the consent of the Trustee, as indicated by the signatures below,

IT IS HEREBY ORDERED that the LM/MM is hereby approved.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Mortgage Creditor  
Attorney for Mortgage Creditor  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

\_\_\_\_\_  
Chapter 13 Trustee

**EXHIBIT W**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**CONSENT ORDER APPROVING  
TRIAL PERIOD PLAN  
(NON-PORTAL)**

This case came before the Court upon the Debtor(s)' Motion to Approve Non-Portal Trial Period Plan with \_\_\_\_\_ ("Mortgage Creditor"), and this Court having considered the matter **ORDERS AS FOLLOWS:**

- a. The Motion is granted.
- b. The Trial Period Plan with Mortgage Creditor is hereby approved and the parties are ordered to comply with the terms of the Trial Period Plan:
  - ☐ The Trial Period Plan is described in the attachments hereto (with private information redacted) **or**
  - ☐ The terms are as follows:
    - iii. The Trial Period Plan Payments are in the amount of \$\_\_\_\_\_, representing principal, interest, taxes and insurance beginning \_\_\_\_\_, 20\_\_\_\_\_.
    - iv. The payments will be sent to: [insert address]

Debtor(s)' counsel shall timely submit for Court approval any final loss mitigation or mortgage modification agreement after the Trial Period Plan Payments are made and file an amended plan if the confirmed plan does not provide for Loss Mitigation/Mortgage Modification or provide that all payments shall be made directly to the Mortgage Creditor.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Mortgage Creditor  
Attorney for Mortgage Creditor  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

\_\_\_\_\_  
Chapter 13 Trustee

**EXHIBIT X**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**CONSENT ORDER APPROVING LOSS  
MITIGATION/MORTGAGE  
MODIFICATION<sup>13</sup>  
(NON-PORTAL)**

This matter comes before the Court upon the request of [Debtor(s)' Name(s)] ("Debtor(s)") and [Creditor Name] ("Mortgage Creditor") for approval of the parties' agreement for loss mitigation/mortgage modification ("LM/MM"). Mortgage Creditor has an existing loan secured by the Debtor(s)' real property. The parties have reached an agreement for LM/MM without using the Portal, which will have the following material benefits to the Debtor(s):

- ☐ Reduction of the Debtor(s)' mortgage payments from the current amount of \$\_\_\_\_\_ per month to approximately \$\_\_\_\_\_ per month.
- ☐ Interest rate reduced from \_\_\_\_\_% to \_\_\_\_\_% [☐ Fixed or ☐ Variable]
- ☐ Arrearage in the amount of \$\_\_\_\_\_ ☐ forgiven or ☐ postponed.
- ☐ Other – Describe below:

Regarding LM/MM, the parties represent and agree that:

1. There will be no extension of additional funds beyond what is already owed;
2. Payments to other lien holders under the plan will not be affected;
3. That the LM/MM has no detrimental effect on other creditors and is in the best interest of Debtor(s) and the estate;
4. That payments to Mortgage Creditor for arrearage are/are not being made by the Trustee, and will/will not be made upon the effective date of the LM/MM agreement; any overage paid will be refunded to the Trustee within 60 days;
5. The Debtor(s) have amended the plan, if necessary, to provide for mortgage payments to be made directly to Mortgage Creditor.
6. Relief from the automatic stay shall be granted for the benefit of Mortgage Creditor upon submission of a proposed order by Mortgage Creditor via counsel which specifies that the automatic stay is not lifted as to other lienholders.<sup>14</sup> Unless otherwise ordered, the automatic stay shall remain effective as to all other lienholders; and

<sup>13</sup> Mortgage Creditor's Consent may be demonstrated by attachment of document evidencing Mortgage Creditor's offer.

<sup>14</sup> The order granting relief from stay should be titled "Order Granting Relief from Automatic Stay as to [Mortgage Creditor] Only."

7. The documents finalizing the LM/MM shall be executed by the parties within 60 days from the entry of this Order.

Now, therefore, with the consents of Debtor(s), Mortgage Creditor, and the Trustee, as indicated by the signatures below,

IT IS HEREBY ORDERED that LM/MM is hereby approved.

**AND IT IS SO ORDERED.**

**WE CONSENT:**

/s/ Attorney for Mortgage Creditor  
Attorney for Mortgage Creditor  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

\_\_\_\_\_  
Chapter 13 Trustee

**EXHIBIT Y**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

[Debtor Name],

Debtor(s).

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**CONSENT ORDER APPROVING LOSS  
MITIGATION/MORTGAGE  
MODIFICATION<sup>15</sup>  
(STREAMLINED MODIFICATION)**

This matter comes before the Court upon the request of [Debtor(s)' Name(s)] ("Debtor(s)") and [Creditor Name] ("Mortgage Creditor") for approval of the parties' agreement for a streamlined loss mitigation mortgage modification ["Streamlined LM/MM"]. Mortgage Creditor has an existing loan secured by the Debtor(s)' real property. The parties have reached an agreement for Streamlined LM/MM, which will have the following benefits to the Debtor(s):

- ☐ Reduction of the Debtor(s)' mortgage payments from the current amount of \$\_\_\_\_\_ per month to approximately \$\_\_\_\_\_ per month.
- ☐ Interest rate reduced from \_\_\_\_\_% to \_\_\_\_\_% [☐ Fixed or ☐ Variable]
- ☐ Arrearage in the amount of \$\_\_\_\_\_ ☐ forgiven or ☐ postponed.
- ☐ Other – Describe below:

Regarding the Streamlined LM/MM, the parties represent and agree that:

1. There will be no extension of additional funds beyond what is already owed;
2. Payments to other lien holders under the plan will not be affected;
3. That the Streamlined LM/MM has no detrimental effect on other creditors and is in the best interest of Debtor(s) and the estate;
4. That payments to Mortgage Creditor for arrearage are/are not being made by the Trustee, and will/will not be made upon the effective date of the Streamlined LM/MM agreement; any overage paid will be refunded to the Trustee within 60 days;
5. The Debtor(s) have amended the plan, if necessary, to provide for mortgage payments to be made directly to Mortgage Creditor;
6. Stay relief has not been granted to any secured creditor on the property as part of the Streamlined LM/MM agreement;
7. The trial period has been successfully completed [if applicable]; and
8. The documents finalizing the Streamlined LM/MM shall be executed by the parties within 60 days from the entry of this Order.

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<sup>15</sup> Mortgage Creditor's Consent may be demonstrated by attachment of document evidencing Mortgage Creditor's offer.

Now, therefore, upon the agreement of Debtor and Mortgage Creditor and with the consent of the Trustee, as indicated by the signatures below,

IT IS HEREBY ORDERED that the Streamlined LM/MM is hereby approved.

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ Attorney for Mortgage Creditor  
Attorney for Mortgage Creditor  
District Court I.D. \_\_\_\_\_

/s/ Attorney for Debtor  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

\_\_\_\_\_  
Chapter 13 Trustee