

**EXHIBIT C**

**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no objection to the requested relief was filed by Debtor(s) or the Trustee, or any objections filed were subsequently withdrawn.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 the automatic stay is lifted as to the security described as (insert brief description), and that Movant may proceed with its state court remedies against its security, 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.**

**EXHIBIT D**

**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 or security 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>1</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> 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 its security, 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 as a result of a lawful disposition of the security 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 E**

**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 the automatic stay is lifted as to the security described as [insert brief description], and that Movant may proceed with its state court remedies against its security, 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 F**

**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>1</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 or security 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:

<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 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.

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.

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 as a result of a lawful disposition of the security 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. \_\_\_\_\_



