

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

IN RE:

C/A No. _____

Chapter ____

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

Debtor(s). _____

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:

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 \$ _____.

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 in the amount of \$ _____ as described: _____.

Debtor shall continue to remit to Movant the regular post petition monthly payments beginning _____, 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 \$ _____ by _____.

Pay initial payment of \$ _____ by _____.

Pay \$ _____ per month beginning _____ for _____ months.

Pay final payment of \$ _____ by _____.

Movant will credit the suspense balance in the amount of \$ _____.

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:

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 shall expire and no longer be effective 12 months from the expiration of the cure period set forth above.**

Movant has waived 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.
not applicable to any order granting relief for default on this Settlement Order.

NON-STANDARD LANGUAGE

AND IT IS SO ORDERED.

WE SO MOVE AND CONSENT:

/s/ _____
Attorney for Movant
District Court I.D. _____

/s/ _____
Attorney for Debtor
District Court I.D. _____

CERTIFICATION:

Debtor's counsel represents that 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
District Court I.D. _____