**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 $\_\_\_\_\_\_.[[1]](#footnote-1)

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.

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

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 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 Attorney for Debtor(s)

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

1. 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. [↑](#footnote-ref-1)