**EXHIBIT C**

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF SOUTH CAROLINA**

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| --- | --- |
| IN RE:  [Debtor Name],  Debtor(s). | C/A No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Chapter 13 SETTLEMENT ORDERONMOTION FOR RELIEF FROM AUTOMATIC STAY (Value/Equity Exists  Above Movant’s Lien)[[1]](#footnote-1) |

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 $\_\_\_\_\_\_.[[2]](#footnote-2) | |
| 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\_\_\_. |
| 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] |
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|  |

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 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.

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| --- |
| **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. \_\_\_\_\_

1. This form is to be used if the value/equity above the movant’s lien in the property exceeds $5,000.00. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)