

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:

(Set forth here all names including married, maiden, and trade names used by debtor within the last 8 years.)

DEBTOR(S)

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

Last four digits of Social-Security or Individual Tax-Payer-Identification (ITIN) No(s)., (if any): \_\_\_\_\_

CASE NO:

CHAPTER:

NOTICE AND MOTION PURSUANT TO  
FEDERAL RULE OF BANKRUPTCY  
PROCEDURE 4001(d)

TO: All Creditors and Parties in Interest Entitled to Notice under Federal Rule of Bankruptcy Procedure 4001(d):

(Name of filer) has filed papers with the court to approve the agreement between them which is described below and attached to this notice.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the court to [relief sought in motion], or you want the court to consider your views on the motion, then within fourteen (14) days of service of this notice, you or your attorney must:

File with the court a written response, return, or objection at:

1100 Laurel Street  
Columbia, SC 29201

Responses, returns, or objections filed by an attorney must be electronically filed in [ecf.scb.uscourts.gov](http://ecf.scb.uscourts.gov).

If you mail your response, return, or objection to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

You must also send a copy to:

{Movant's attorney's name and address}

{names and addresses of others to be served}

Attend the hearing scheduled to be heard on (date), (year), at \_\_\_\_ a.m./p.m. at the United States Bankruptcy Court, {address}.

If no response, return, and/or objection is timely filed and served, no hearing will be held on this motion, except at the direction of the judge.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

(A) TYPE OF AGREEMENT: (Specify if the agreement involves (Indicate all that apply): (i) adequate protection, (ii) terms that prohibit or condition the use, sale, or lease of property, (iii) modification or termination of the automatic stay, (iv) use of cash collateral, (v) or creation of a lien.)

(B) The agreement and proposed order are attached.

(C) PROVISIONS OF THE AGREEMENT: (Pursuant to Rule 4001(d)(1)(B), a motion of a category or type enumerated in (i) - (v) in section (A) of this form shall consist of or (if the motion is more than five (5) pages in length) begin with a concise statement of the relief requested, not to exceed five (5) pages, that lists or summarizes and sets out the location within the relevant documents all material provisions of the agreement.) Set forth the agreement or a concise statement listing or summarizing the material provisions contained in the agreement and identifying each provision's location within such agreement:

(I) USE OF CASH COLLATERAL (IF APPLICABLE): (If the agreement being noticed includes terms for the use of cash collateral, in addition to any material provisions summarized or listed under section (C), the following information is provided: (1) the name of each entity with an interest in the cash collateral; (2) the purposes for the use of the cash collateral; (3) the material terms, including duration, of the use of the cash collateral; and (4) any liens, cash payments, or other adequate protection that will be provided to each entity with an interest in the cash collateral or, if no additional adequate protection is proposed, an explanation of why each entity's interest is adequately protected.)

(II) OBTAINING CREDIT (IF APPLICABLE)<sup>1</sup>: (If the agreement is to (1) obtain credit and (2) includes terms or provisions that represent relief that is within a category or type enumerated as (i) - (v) under section (A) of this form the following information [and its location in the relevant documents] is provided: Material provisions of the proposed credit agreement and the proposed order, including interest rate, maturity, events of default, liens, borrowing limits, and borrowing conditions.)

1. If the credit agreement or proposed order includes any provisions listed below and/or any provisions enumerated in SC LBR 4001-4(c), a statement must follow that briefly lists or summarizes the applicable provision(s), identifies its specific location in the agreement and proposed order, and identifies any such provision that is proposed to remain in effect if interim approval is granted, but final relief is denied, as provided under Rule 4001(c)(2).

- a. A grant of priority or a lien on property of the estate under § 364(c) or (d);
- b. The providing of adequate protection or priority for a claim that arose before the commencement of the case, including granting of a lien on property of the estate to secure the claim, or the use of property of the estate or credit obtained under § 364 to make cash payments on account of the claim;
- c. a determination of the validity, enforceability, priority, or amount of a claim that arose before the commencement of the case, or of any lien securing the claim;
- d. A waiver or modification of Code provisions or applicable rules relating to the automatic stay;

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<sup>1</sup> [NOTE TO FILERS: Federal Rule of Bankruptcy Procedure 4001(c) does not apply in Chapter 13 cases. See Fed. R. Bankr. P. 4001(c)(4).]

- e. A waiver or modification of any entity's authority or right to file a plan, seek an extension of time in which the debtor has the exclusive right to file a plan, request the use of cash collateral under § 363(c), or request authority to obtain credit under § 364;
- f. The establishment of deadlines for filing a plan of reorganization, for approval of a disclosure statement, for a hearing on confirmation, or for entry of a confirmation order;
- g. A waiver or modification of the applicability of nonbankruptcy law relating to the perfection of a lien on property of the estate, or on the foreclosure or other enforcement of the lien;
- h. A release, waiver, or limitation on any claim or other cause of action belonging to the estate or the trustee, including any modification of the statute of limitations or other deadline to commence an action;
- i. The indemnification of any entity;
- j. A release, waiver, or limitation of any right under § 506(c); or
- k. The granting of a lien on any claim or cause of action arising under §§ 544, 545, 547, 548, 549, 553(b), 723(a), or 724(a).

(D) IMPACT ON PRE-PETITION CLAIMS: (Indicate terms, conditions, and/or facts that determine the validity, enforceability, priority, or the amount of pre-petition claims.)

(E) DEFAULT: (List events that constitute default of agreement.)

(F) RESULT OF DEFAULT: (Briefly state the consequences of the failure to abide by the terms of the agreement. State how the Court will be notified of the breach.)

(G) DESCRIPTION OF PROPERTY SUBJECT TO LIEN:

(H) APPRAISED VALUE OF PROPERTY SUBJECT TO LIEN: (List the values placed upon the collateral by the debtor/trustee and by the creditor. "Unknown" is unacceptable. Include the source of each value. If an appraisal exists [i.e. tax appraisal, blue book, or formal appraisal] include the following information regarding each appraisal: the date and type of appraisal, the appraised value, and the name of the appraiser. If an appraisal exists, it must be disclosed and addressed.)

(I) LIEN AMOUNT (IF APPLICABLE): (State the amount of the claim secured by each lien encumbering the collateral, the relative priority of the liens, and the name of each lienholder).

(J) MOVING PARTIES: (State the name, address, and telephone number of attorney for the debtor/trustee and for the creditor or other moving party.)

(K) LOCAL RULE DISCLOSURE: (Disclose the substantive information or language prescribed by SC LBR 4001-4.)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney/*Pro Se* Debtor

\_\_\_\_\_  
Typed Printed Name

\_\_\_\_\_  
Address/Telephone/Facsimile/E-mail

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

\_\_\_\_\_  
Creditor

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Address/Telephone/Facsimile/E-mail

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

**[NOTE TO FILERS: The minimum time period for response, return, and/or objection to use of cash collateral, obtaining credit, or an agreement relating to relief from the automatic stay, prohibiting or conditioning the use, sale, or lease of property, providing adequate protection, use of cash collateral, and obtaining credit is fourteen (14) days.]**