**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 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, 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.

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:**

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)