**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF SOUTH CAROLINA**

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| --- | --- |
| IN RE:  [Debtor Name],  Debtor(s). | C/A No. \_\_\_\_\_\_\_\_\_\_  Chapter \_\_\_  **CONSENT ORDER APPROVING LOSS MITIGATION/MORTGAGE MODIFICATION[[1]](#footnote-1)**  **(NON-PORTAL)** |

This matter comes before the Court upon the request of [Debtor(s)’ Name(s)] (“Debtor(s)”) and [Creditor Name] (“Mortgage Creditor”) for approval of the parties’ agreement for loss mitigation/mortgage modification (“LM/MM”). Mortgage Creditor has an existing loan secured by the Debtor(s)’ real property. The parties have reached an agreement for LM/MM without using the Portal, which will have the following material benefits to the Debtor(s):

Reduction of the Debtor(s)’ mortgage payments from the current amount of $\_\_\_\_\_ per month to approximately $\_\_\_\_\_\_ per month.

Interest rate reduced from \_\_\_\_% to \_\_\_\_\_% [ Fixed or  Variable]

Arrearage in the amount of $\_\_\_\_\_\_\_\_  forgiven or  postponed.

Other – Describe below:

Regarding LM/MM, the parties represent and agree that:

1. There will be no extension of additional funds beyond what is already owed;
2. Payments to other lien holders under the plan will not be affected;
3. That the LM/MM has no detrimental effect on other creditors and is in the best interest of Debtor(s) and the estate;
4. That payments to Mortgage Creditor for arrearage are/are not being made by the Trustee, and will/will not be made upon the effective date of the LM/MM agreement; any overage paid will be refunded to the Trustee within 60 days;
5. The Debtor(s) have amended the plan, if necessary, to provide for mortgage payments to be made directly to Mortgage Creditor;
6. Stay relief has not been granted to any secured creditor on the property as part of the LM/MM agreement;
7. The trial period has been successfully completed [if applicable]; and
8. The documents finalizing the LM/MM shall be executed by the parties within 60 days from the entry of this Order.

Now, therefore, with the consents of Debtor(s), Mortgage Creditor, and the Trustee, as indicated by the signatures below,

IT IS HEREBY ORDERED that LM/MM is hereby approved.

**AND IT IS SO ORDERED.**

**WE CONSENT:**

|  |  |
| --- | --- |
| /s/ Attorney for Mortgage Creditor  Attorney for Mortgage Creditor  District Court I.D. \_\_\_\_\_\_\_ | /s/ Attorney for Debtor  Attorney for Debtor  District Court I.D. \_\_\_\_\_\_\_ |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chapter 13 Trustee

1. Mortgage Creditor’s Consent may be demonstrated by attachment of document evidencing Mortgage Creditor’s offer. [↑](#footnote-ref-1)