**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)**  **(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. Using the Portal procedure set forth in the undersigned’s Chambers Guidelines, the parties have reached an agreement for LM/MM, which will have the following 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 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 by the Trustee will be refunded to the Trustee within 60 days;
5. Stay relief has not been granted to any secured creditor on the property as a prerequisite of the agreement for loss mitigation;
6. The trial period has been successfully completed [if applicable]; and
7. The documents finalizing the LM/MM shall be executed by the parties within 60 days from the entry of this Order.

Debtor(s) certify that the costs of DMM have been previously paid by Debtor(s) (or other source) and the attorney’s fees specifically attributable to services required for participation in LM/MM have been previously paid by Debtor or will be paid through the Trustee’s distributions.

Now, therefore, upon the agreement of Debtor and Mortgage Creditor and with the consent of the Trustee, as indicated by the signatures below,

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

**AND IT IS SO ORDERED.**

**WE SO MOVE AND 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)