

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

IN RE:

C/A No. \_\_\_\_\_

Chapter \_\_\_\_

**SETTLEMENT ORDER  
ON  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY**

Debtor(s).  
\_\_\_\_\_

This matter comes before the Court on the motion for relief from the automatic stay filed by \_\_\_\_\_ ("Movant"). Movant has waived any claim arising under 11 U.S.C. § 503(b) or § 507(b). The chapter 13 trustee did not object to the motion or has agreed to the settlement. The property serving as collateral which is the subject of the motion is described as follows:

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 in the amount of \$ \_\_\_\_\_ as described: \_\_\_\_\_.

Upon Movant's certification of the agreement of the parties, it is hereby ORDERED:

Debtor shall continue to remit to Movant the regular post petition monthly payments beginning \_\_\_\_\_, 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 payment set forth above, Debtor shall cure the post petition arrearage of \$ \_\_\_\_\_ as follows:

Pay \$ \_\_\_\_\_ by \_\_\_\_\_.

Pay initial payment of \$ \_\_\_\_\_ by \_\_\_\_\_.

Pay \$ \_\_\_\_\_ per month beginning \_\_\_\_\_ for \_\_\_\_ months.

Pay final payment of \$ \_\_\_\_\_ by \_\_\_\_\_.

Movant will credit the suspense balance in the amount of \$ \_\_\_\_\_.

Failure to make a payment within \_\_\_ 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:

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

In the event of a default under the terms of this Order, relief from stay may be provided without further hearing upon the filing of an affidavit of default by Movant and the entry of the proposed order by the Court. Movant may then proceed with its state court remedies against the collateral, including sending any required notice to Debtor(s). This *ex parte* provision shall expire and no longer be effective \_\_\_ months from the entry of this order.

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

**AND IT IS SO ORDERED.**

**WE SO MOVE AND CONSENT:**

/s/ \_\_\_\_\_  
Attorney for Movant  
District Court I.D. \_\_\_\_\_

/s/ \_\_\_\_\_  
Attorney for Debtor  
District Court I.D. \_\_\_\_\_

**CERTIFICATION:**

Debtor's counsel represents that 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  
District Court I.D. \_\_\_\_\_