

**Northern District of Georgia
Loan Modification Management (LMM) Program**

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Voluntary Loan Modification Management Program Procedures (LMM)

United States Bankruptcy Court, Northern District of Georgia

Effective As of May 19, 2025

1. **Purpose.** These procedures and forms implement the Loan Modification Management Program (“LMM” or “LMM Program”) pursuant to General Order 51-2025. The LMM is designed to function as a forum for individual debtors and creditors to explore mortgage modification options for real property in which the debtor has an interest or is obligated on the promissory note or mortgage. The goal of the LMM is to facilitate communication and exchange of information in a confidential setting and encourage the parties to finalize a feasible and beneficial agreement under the supervision of the United States Bankruptcy Court for the Northern District of Georgia.
2. **Definitions.** The following definitions shall be applicable to the LMM and the procedures described herein:
 - a. **Creditor:** means any holder, servicer or trustee of an Eligible Loan participating in the LMM Portal.
 - b. **Debtor:** means any individual debtor in a case filed under Chapter 7, 11, 12 or 13 of the Bankruptcy Code, including joint debtors. Where a debtor is represented by an attorney, the term “Debtor” may include the debtor’s attorney on behalf of the Debtor individually unless the context requires otherwise.
 - c. **Document Preparation Software:** means a secure online program maintained and operated by the Program Manager that facilitates the preparation of the Initial LMM Package. This includes populating the Standard LMM Documents and generating a customized checklist of required additional forms and supporting documents that a Debtor needs to initiate a loss mitigation review with the Creditor. The use of the Document Preparation Software ensures that the initial submission to Creditor is complete and accurate and should expedite Creditor’s review. The Debtor is required to complete the steps of this software prior to filing their Notice of Intent to Participate in Loan Modification Management Program. A completed LMM package will signify the Debtor’s willingness to engage in the LMM in good faith and provide the necessary information to the Creditor. It will also promote an efficient and expedited process.
 - d. **Eligible Loan:** means any loan, lien or extension of money or credit secured by Eligible Property. The loan is eligible regardless of whether the loan is considered to be non-traditional, was in foreclosure prior to the bankruptcy filing, is the first or junior deed of trust or lien on the Eligible Property, and/or has been pooled, securitized or assigned to a creditor or trustee.
 - e. **Eligible Property:** means any real property in which the Debtor holds an interest.

- f. Initial LMM Package: means collectively the Standard LMM Documents, including all of the forms and supporting documentation that the Creditor requires to initiate the assessment of a Debtor's loss mitigation options. Creditor shall be responsible for providing Creditor's Initial LMM Package to the Program Manager as more particularly provided for in Section 7(b)(i).
- g. LMM Period: means the time during which the LMM is in effect prior to its expiration or termination by Court order. The initial period will be 120 days from the filing of the Notice of Intent to Participate in Loan Modification Management Program. This period may be extended, see paragraph 8(a).
- h. Loss mitigation: means the full range of solutions that may prevent either the loss of a Debtor's Eligible Property to foreclosure, increased costs to the Creditor, or both, including but not limited to, loan modification, loan refinance, forbearance, short sale, or surrender of the Eligible Property in full satisfaction of obligations arising under an Eligible Loan.
- i. Participating Parties: means (when applicable) Debtor, Debtor's attorney, Creditor, Creditor's counsel, any co-obligor, co-borrower and third-party obligor (also referred to as "parties" in these procedures).
- j. Portal: means a secure online service maintained and operated by the Program Manager that allows LMM documents and communications to be submitted, retrieved and tracked between the Required Parties. The Portal must be capable of providing access to the Court and trustees as well as the Program Manager. Submitting documents to the Portal provides transparency in the loan modification process by making information immediately available to all parties through a secure internet website. To ensure that all Participating Parties may obtain access to the Portal in a timely manner, registration on the Portal by any Participating Party (including, without limitation, registration by the Creditor as provided in Section 7(b)(i)) must be capable of being completed in three (3) business days.
- k. Program Manager: means an independent, nonpartisan organization that has demonstrable skill and experience in bankruptcy loss mitigation to assist the Court with managing the LMM. Without limiting the generality of the foregoing, the Program Manager should:
 - i. Have extensive knowledge of the forms and supporting documents required by Creditors to complete a loss mitigation analysis;
 - ii. Have extensive understanding of the various loss mitigation programs offered by Creditors and the terms of their availability to Debtors;
 - iii. Own or be able to provide access to the Document Preparation System; and
 - iv. Own or be able to provide access to the Portal.Program Manager shall have the right to retain outside parties to assist Program Manager in its duties under the LMM provided such parties have the necessary skill and experience in bankruptcy loss mitigation as determined by the Program Manager. The Program Manager as of the effective date of the LMM is Default Mitigation

Management, LLC; provided, however, the Court reserves the right to select a different Program Manager in its sole discretion.

- l. Standard LMM Documents: collectively, the industry standard forms that are generally required by Creditors to initiate a review of a Debtor's loss mitigation options:
 - i. Request for Mortgage Assistance
 - ii. Uniform Borrower Assistance Form
 - iii. Mortgage Assistance Application (Fannie / Freddie Form 710)
 - iv. IRS Form 4506-T
 - v. Hardship Letter
 - vi. Dodd-Frank Certification
 - m. Successor Creditor: means any holder, servicer or trustee to whom an Eligible Loan is transferred or assigned during the pendency of the LMM Period.
3. **Eligibility**. Any Debtor who currently has a bankruptcy case pending under any chapter is eligible to participate in the LMM Program with respect to any Eligible Property. Individuals who seek to modify a loan under the LMM must have paid their bankruptcy filing fee in full prior to filing a Notice of Intent to Participate in Loan Modification Management Program. In addition, Debtor must set aside the applicable Document Preparation Software fee, the applicable LMM Portal submission fee, and one-half (1/2) of the Program Manager's fee.
4. **Additional Parties**.
- a. Co-debtors, Creditors, and Third-parties. Where the participation of a co-debtor, additional creditors or other third party may be necessary or desirable, any party may request, or the Court may direct, that such party participate in loss mitigation, to the extent that the Court has jurisdiction over the party.
 - b. Trustee. The Trustee may participate in the LMM to the extent such participation would be consistent with the Trustee's duties under the Bankruptcy Code.
5. **Commencement of LMM**. The Debtor, Creditor or the Court may seek to participate in the LMM Program at any time after the commencement of the bankruptcy case.
- a. By Debtor.
 - i. Confirm Eligibility. Prior to filing a Notice of Intent to Participate in the Loan Modification Management Program (substantially in the form of Form 1), Debtor shall perform reasonable due diligence to confirm that Debtor may be eligible for loss mitigation and confirm all information necessary to make the certifications required on the Certification of LMM Eligibility and Readiness (substantially in the form of Form 2).

- ii. Complete Document Preparation Software. Prior to filing a Notice of Intent to Participate in the Loan Modification Management Program, Debtor shall complete the Document Preparation Software and pay the non-refundable fee directly to the Document Preparation Software approved vendor. Debtor's Initial LMM Package shall be completed and ready for signature and submission before filing a Notice of Intent to Participate in the Loan Modification Management Program.
 - iii. LMM Notice. Upon completion of the Debtor's Initial LMM Package, Debtor may request the commencement of the LMM by filing a Notice of Intent to Participate in the Loan Modification Management Program (substantially in the form of Form 1). The Notice of Intent to Participate in the Loan Modification Management Program shall be served on the Creditor and all other creditors whose claims are secured by liens against the Eligible Property. A Certification of LMM Eligibility and Readiness (substantially in the form of Form 11) shall be attached to any Motion for Referral to the LMM.
- b. By Creditor. Any creditor seeking to commence the LMM must file with the Court and serve on the Debtor (and Debtor's counsel, if any) a Notice of Intent to Participate in the Loan Modification Management Program (substantially in the form of Form 1).

6. **LMM Participation and Duties.**

- a. General. Upon filing the Notice of Intent to Participate in the Loan Modification Management Program, the moving party shall serve a copy of the Notice on the Participating Parties with the certificate of service indicating the parties that were served with the Notice. Upon the filing of the Notice of Intent to Participate in the Loan Modification Management Program, the following shall apply:
 - i. Good Faith Requirement. The Participating Parties shall act in good faith throughout the entirety of the LMM Period, including but not limited to, promptly responding to all inquiries through the Portal and providing all requested documentation and information. A party failing to participate in good faith may be subject to sanctions and/or dismissal of the LMM after notice and a hearing.
 - ii. Deadlines. The Participating Parties shall comply with all deadlines set forth in the LMM Order and the LMM Program; provided any deadlines may be extended by court order or by stipulation of the parties.
 - iii. Trustee. The Trustee may participate in the LMM to the extent that such participation would be consistent with the Trustee's duties under the Bankruptcy Code.

- iv. Communication through Portal. During the LMM Period, unless otherwise permitted by the Court, all material communications between the Participating Parties shall be conducted exclusively through the Portal; provided, however, any litigated matters incidental to the mediation shall be considered as separate matters not subject to the Portal requirement. (For example, a motion to compel mediation or motions related to discovery must be filed in the main bankruptcy case, not through the Portal).
- v. Authorized Parties. On behalf of each participating party, a person with complete knowledge of the file so as to be reasonably capable of answering questions posed by the Court related to the LMM shall attend all LMM-related hearings and conferences before the Court.
- vi. Automatic Stay. The automatic stay as provided for under 11 U.S.C. § 362(a) shall be modified to the extent necessary to facilitate the LMM Program.
 - 1. If an order granting or modifying relief from the automatic stay has been entered as to the real property subject to the Notice of Intent to Participate in the Loan Modification Management Program, then concurrently with any Notice of Intent to Participate in the Loan Modification Management Program, the Debtor(s) must file a motion to reimpose the automatic stay (“Motion to Reimpose”), serve the Motion to Reimpose on the Creditor, and notice the Motion to Reimpose for a hearing with the Notice of Intent to Participate in the Loan Modification Management Program. If the Motion to Reimpose is not granted, the Debtor shall not be an Eligible Debtor for the LMM Program.
- vii. No Delay. The referral of a case to the LMM Program does not relieve the parties from complying with any other court orders or applicable provisions of the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, General Orders or the Local Bankruptcy Rules. Notwithstanding a matter being referred to the LMM Program, the bankruptcy case shall not be stayed or delayed without further order of the Court.
- viii. Confidential Communications. All communications and information exchanged during the LMM Program shall be privileged and confidential and shall be inadmissible in any subsequent proceeding as provided for by Federal Rule of Evidence 408, except in such circumstances when a party fails to participate in good faith in the LMM.
- ix. Request for Hearing. Debtor, Creditor or Program Manager may request a hearing to resolve any dispute that may have arisen in connection with the LMM Program by filing a motion and scheduling a hearing pursuant to the Court’s Local Bankruptcy Rules.

b. Creditor Duties Upon Commencement of LMM.

- i. Registration on Portal. Within ten (10) days after entry of the Notice of Intent to Participate in Loan Modification Management Program, Creditor and Creditor's counsel (if any) shall register on the Portal (if not already registered) and provide Creditor's most current Initial LMM Package to the Program Manager, who will promptly post same on the Portal. Registration on the Portal is a one-time event, and once Creditor and Creditor's counsel (if any) are registered on the Portal, they will not have to re-register for each subsequent matter; however, Creditor is responsible for providing any updates to Creditor's Initial LMM Package if and as necessary.
- ii. Acknowledge Receipt of Initial LMM Package. Within seven (7) days after Debtor submits Debtor's completed Initial LMM Package to Creditor on the Portal, Creditor shall on the Portal: (i) acknowledge receipt of Debtor's completed Initial LMM Package; and (ii) designate its single point of contact and outside legal counsel (if any). The designated single point of contact and outside legal counsel (if any) shall have all requisite authority (within the investor's guidelines) to settle any and all issues that may arise during the LMM Period.
- iii. Payment of LMM Program Fee. Within seven (7) days after Debtor submits Debtor's completed Initial LMM Package, Creditor shall also pay one-half (1/2) of the applicable non-refundable LMM Program fee directly to the Program Manager. In the event that the Program Manager fee is not paid through the Portal online payment system, Creditor shall pay an additional processing fee to the Program Manager.
- iv. Process Debtor's Application. Upon receipt of Debtor's Initial LMM Package, Creditor shall promptly review Debtor's Initial LMM Package to determine Debtor's eligibility for any loss mitigation options which may be available to Debtor. In the event that Creditor shall require additional (or corrected) documentation, Creditor shall promptly notify Debtor through the Portal of such requirements and promptly respond to Debtor's submissions thereof as well as any inquiries made by the Debtor.
- v. Servicer Transfer. In the event that Creditor transfers a loan subject to the LMM Program, Creditor shall promptly provide a copy of the Notice of Intent to Participate in Loan Modification Management Program to the Successor Creditor, and the Successor Creditor shall be obligated to comply with all terms of the LMM Program procedures. Without limiting the generality of the foregoing, Successor Creditor shall accept all documentation and information previously accepted by the original Creditor. Further, Creditor shall file a Notice Substituting LMM Creditor (substantially in the form of Form 10) and transfer the submission on the Portal to the Successor Creditor; provided, however, nothing herein shall prevent the Debtor or Program Manager from doing so in lieu of Creditor.

c. Debtor Duties Upon Commencement of LMM.

- i. Submit Initial LMM Package. Within seven (7) days after entry of the Notice of Intent to Participate in Loan Modification Management Program or Creditor's registration on the LMM Portal, whichever occurs later, Debtor shall upload to the Portal: (i) Debtor's Initial LMM Package and (ii) a copy of the Notice of Intent to Participate in Loan Modification Management Program.
- ii. Payment of Portal and LMM Program Fee. Within seven (7) days after entry of the Notice of Intent to Participate in Loan Modification Management Program or Creditor's registration on the LMM Portal, whichever occurs later, Debtor shall pay the following non-refundable fees: (i) the Portal submission fee directly to the Portal vendor; and (ii) one-half (1/2) of the applicable LMM Program fee directly to the Program Manager.
- iii. Document Submissions. Upon the request of Creditor through the Portal, Debtor shall promptly provide any additional documents requested by Creditor or Program Manager and/or answer any questions.
- iv. Pro-Se Debtors. All pro-se Debtors shall have the same duties and responsibilities as a Debtor represented by an attorney and shall comply with all provisions of the LMM.

d. Program Manager Duties.

- i. Document Preparation System. Program Manager shall be responsible for providing and maintaining the Document Preparation System.
- ii. Portal. Program Manager shall be responsible for providing and maintaining the Portal.
- iii. LMM Program and System Education. Program Manager shall be familiar with the rules and procedures of this LMM Program and be able to advise Debtors and Creditors about the basic procedures for participation therein including their respective responsibilities thereunder. Without limiting the generality of the foregoing, Program Manager shall be able to direct users to the relevant provisions of the LMM Program as well as where Debtors and Creditor can access the required forms and documents. Program Manager shall also provide free training on the use of the Document Preparation System as well as the Portal.
- iv. Loan Modification Monitoring. Program Manager shall monitor all Portal communications between Debtor and Creditor to ensure that each party is

performing its obligations and duties as required by the LMM Program including without limitation:

1. Confirming that the Debtor has provided the correct Initial Package;
 2. Facilitating the communication and document exchanges between Creditor and Debtor to ensure that the loss mitigation review is proceeding in accordance with the terms and deadlines of the LMM Program;
 3. Tracking and monitoring the deadlines for each party;
 4. Preparing for, scheduling and conducting LMM Conferences; and
 5. Reporting to the Court any non-compliance with the terms of the LMM Program by any of the Required Parties. In the event of any non-compliance, Program Manager shall file a Certificate of Non-Compliance with the Court (substantially in form of Form 11). Said Certificate of Non-Compliance shall provide details of the Required Party's non-compliance together with sufficient supporting evidence documenting such non-compliance for the Court's review. Upon the filing of the Certificate of Non-Compliance, the Court, at its discretion, may schedule a hearing on notice to the Debtor and the Creditor to resolve the issues identified by the Program Manager.
- v. Outside Mediators and Foreclosure Experts. The Program Manager may retain skilled mediators and loss mitigation experts to assist in its duties hereunder at no additional charge to the Debtor or Creditor.

7. LMM Process.

a. Duration.

- i. Initial Duration. The LMM Period initially shall be one hundred twenty (120) days from the date of the Notice to Participate in the LMM Program unless otherwise ordered by the Court.
- ii. Extension. A request to extend the LMM Period shall be made by way of a Notice to Extend the LMM Period (substantially in the form of Form 8). A current printout of the account history from the Portal shall be attached to the Notice. A request to extend the LMM shall be served on all Participating Parties. The deadline for objecting to a request to extend the LMM is twenty-one (21) days from the service of the Notice. Where a timely objection is filed, the Court may schedule a hearing to determine whether granting the relief requested is appropriate under the circumstances.
- iii. Early Termination. A request to terminate the LMM Period prior to its expiration shall be made by way of a Notice to Terminate the LMM (substantially in the form of Form 9). A request to terminate the LMM Period shall be served on all Participating Parties. The deadline for objecting to a request to extend the LMM

is twenty-one (21) days from the service of the Notice. Where a timely objection is filed, the Court may schedule a hearing to determine whether granting the relief requested is appropriate under the circumstances.

b. LMM Status Conference.

- i. Status Conference. Any LMM Party shall have the ability to request a status conference at any time during the pendency of the LMM Period by filing a notice and scheduling a date for a hearing (substantially in the form of Form 7).

c. LMM Conferences.

- i. Scheduling. In the event that Debtor and Creditor are not able to reach mutually agreeable terms, then upon consultation with the parties and their attorneys (if any), the Program Manager shall fix a reasonable date and time for the LMM Conference and shall give the parties at least seven (7) days advance written notice of the date and time of the LMM Conference. The Program Manager shall report the scheduling of the LMM Conference on the Portal. Program Manager may (in its sole discretion) schedule multiple LMM Conferences.
- ii. Appearances. Attendance at the LMM Conference is mandatory. All Participating Parties shall appear at the LMM Conference telephonically unless otherwise agreed to by the parties or directed by the Program Manager.
 1. Debtor Represented by Attorney. If Debtor is represented by an attorney, then Debtor, Debtor's attorney, and any co-obligor, co-borrower, or other third party obligated on the note or deed of trust, may participate in the LMM Conference by telephone provided that they are physically present with Debtor's attorney and present identification to Debtor's attorney during all LMM Conferences.
 2. Translator. Debtor shall provide a foreign language interpreter (if necessary) at Debtor's own expense.
 3. Creditor. Creditor shall appoint a designated representative to appear on behalf of the Creditor.
 4. Settlement Authority. All parties attending the LMM Conference shall be ready, willing, and able to sign a binding settlement agreement at the LMM Conference and have the ability to scan, send and receive documents by facsimile, email or other electronic means at the time of the LMM Conference.

- iii. Failure to Appear. In the event that a Participating Party fails to appear at a scheduled LMM Conference, Program Manager may file a Certificate of Non-Compliance with the Court in form substantially similar to Form 13. The Court reserves the right to treat such non-compliance as a failure to act in good faith under the LMM.

8. **LMM Resolution.**

- a. Trial Loan Modification Agreement. If the parties reach a trial loan modification agreement, but not a final loan modification agreement, then Debtor shall file a Notice of Trial Loan Modification Agreement (substantially in the form of Form 4) within fourteen (14) days of such agreement. Debtor shall serve a copy of the Notice of Trial Loan Modification Agreement on all Participating Parties.
- b. Final Loan Modification Agreement. If parties agree to a final or long-term loan modification, the Debtor shall file a Motion to Authorize the Loan Modification (substantially in the form of Form 5), which shall be served on any applicable trustee and all creditors whose claims are secured by liens against the Eligible Property. The motion shall contain a detailed analysis of the proposed loan modification and shall include a Loan Modification Summary (substantially in the form of Form 7). A copy of the loan modification agreement shall accompany the motion. In a Chapter 13 case, the proposed order shall include the following provisions, where applicable:
 - i. If the loan modification approved by the Court impacts the provisions of the Debtor's Chapter 13 plan, a modified plan shall be filed within twenty-eight (28) days of the entry of the order approving the loan modification. It is the responsibility of the Debtor to promptly obtain Court approval of the modified plan.
 - ii. If the loan modification approved by the Court results in a material change in the Debtor's expenses, the Debtor shall file an amendment to the impacted schedules reflecting income and expenses (Schedules I and J) within twenty-eight (28) days of the entry of the order approving the loan modification.
- c. Additional Terms.
 - i. No Dismissal. Dismissal of the bankruptcy case shall not be made a requirement of an agreement reached through the LMM.
 - ii. Consent. Consent to the resolution shall be acknowledged in writing by an authorized representative of the Creditor, the Debtor, and the Debtor's attorney, if applicable.

- iii. Court Review and Approval. LMM participants shall seek the Court's authorization to enter into any agreement reached during the LMM process, including, but not limited to, a stipulation, sale, plan of reorganization, amended plan of reorganization, or loan modification, by way of a motion to the court. Where a Debtor is represented by counsel, a resolution may be authorized by the Court without further notice, or upon such notice as the Court directs. Where a Debtor is not represented by counsel, prior to authorizing a resolution the Court may conduct a hearing at which the Debtor shall appear in person. To be authorized by the Court, a proposed resolution must be in the best interests of the debtor and the bankruptcy estate.
- iv. Permanent Modification. In the event a Debtor satisfies all payment obligations and any other material obligations under a trial/interim loan modification order, the Creditor shall extend an offer to enter into a final loan modification agreement within fourteen (14) days of receipt of the last interim payment.

9. LMM Fees.

- a. Compensation for Debtor's Counsel. Counsel for the debtor is entitled to receive reasonable compensation for all work involved in connection with the LMM process and shall file an application for allowance of attorney fees and costs with the Court, or alternatively accept a "no look" fee in a reasonable amount not to exceed \$1,250.00. These fees and costs are in addition to those fees and costs incurred in the representation of Debtor in the bankruptcy case. The \$1,250.00 fee shall include:
 - Filing of the Motion and Order;
 - Preparation of the Initial LMM Package
 - Preparation of any additional forms which may be required throughout the LMM
 - Submission of all documentation through the Portal
 - Filing of other required pleadings and preparation of proposed orders and settlement papers, as applicable;
 - Communicating with Creditor and Program Manager, including communications through the Portal;
 - Attendance at LMM Conferences and Court hearings; and
 - Review of all modified loan documents.
- b. Creditor Fees. If a proposed LMM resolution provides for a Creditor to receive payment or reimbursement of any fee, cost or charge that arose from the LMM process, all such fees, costs and charges shall be disclosed to the Debtor prior to approval of the resolution. Counsel for the Creditor may be entitled to receive a reasonable fee for all work involved with the LMM and shall clearly delineate such fee in the LMM resolution or by amended proof of claim.

[Name of Debtor(s)],

DEBTOR(S)

[Name of Movant(s)],

Movant(s),

V.

[Name of Respondent(s)],

Respondent(s)

COMES NOW the Debtor(s), _____, and files this Notice of Intent to

I. ELIGIBILITY TO ENTER THE LOAN MODIFICATION MANAGEMENT PROGRAM

2. Debtor(s) has paid the applicable Document Preparation Software fee.

4. Debtor(s) has paid the bankruptcy filing fee in full.

1. Debtor(s) requests to enter the LMM for the following real property (“Property”):

- a. Street Address: _____

 b. Creditor: _____
 c. Creditor Address: _____

 d. Account Number: _____XXXXXXX####_
 e. The Property is:
 _____ Debtor(s)' Primary Residence
 _____ Not Debtor(s)' Primary Residence
 f. The Debtor represents that the property has / has not been listed for sale.
 g. Borrowers obligated on the promissory note and mortgage on the Property are:
 _____ Debtor(s) Only
 _____ Debtor(s) and non-filing co-obligor/co-borrower/third party:

Contact information for co-obligor/co-borrower/third party:

Name: _____
 Address: _____

 Telephone: _____
 Email: _____

(additional pages are attached as necessary)

If applicable, Debtor(s) has filed with this Notice the "Third-Party Consent to Attend and Participate in Loan Modification Management Program" signed by each co-obligor/co-borrower/third party listed above.

2. Debtor(s) has/has not previously sought the LMM for the subject property.

If yes:

Case number: _____

Result: _____

3. Debtor(s) requests Creditor consider the following options:

_____ Loan modification

_____ Refinance

_____ Deed in Lieu of Foreclosure

_____ Short Sale

_____ Other: _____

III. CERTIFICATIONS

1. Debtor(s) has prepared the Initial LMM Package utilizing the Document Preparation Software, including collecting the necessary supporting documents required for submission to Creditor, and has paid the Document Preparation Software Fee. SEE ATTACHED CERTIFICATE OF ELIGIBILITY AND READINESS.

2. Debtor(s) continues to maintain the current post-petition monthly obligation to Creditor and will do so throughout the pendency of the LMM. The Debtor will be the disbursing agent for ongoing payments.
3. Within seven (7) days after the filing of the Notice of Intent to Participate in the Loan Modification Management Program, Debtor will:
 - a. Pay the Portal submission fee and Debtor(s)' portion of the Program Manager's Fee, and
 - b. Upload to the Portal a copy of the Notice referring this case to the LMM.

IV. MISCELLANEOUS PROVISIONS

1. All parties to this LMM shall be required to follow the LMM procedures.
2. If Debtor(s) is represented by counsel, Debtor(s) consent to Creditor communicating directly with Debtor(s)' Counsel for any and all aspects of the LMM.
3. If Debtor(s) is not represented by counsel, Debtor may be contacted at the following phone number(s) and email address:
Phone 1: _____
Phone 2: _____
Email: _____
4. If the instant bankruptcy case is dismissed or otherwise removed from the United States Bankruptcy Court for the Northern District of Georgia prior to Debtor(s)' completion of the LMM, the LMM proceedings in the case will immediately terminate and the parties will be relieved of their requirements of the LMM procedures.
5. The Debtor(s) consents to the Automatic Stay being modified to the limited extent necessary to facilitate communication regarding loss mitigation options.

Dated: _____

Signature
[Name of Counsel or Pro Se]
Counsel for Movant
Georgia Bar No. [XXXXXX]
[Address, Telephone]

Certificate of Service

I hereby certify that on the [XX] day of [Month], [Year], I electronically filed the foregoing Motion to Approve Final Loan Modification using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program: [LIST NAMES]

I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage prepaid on the following parties at the address shown for each. [LIST NAMES AND ADDRESSES]

Dated: [DATE]

Signature of Person Serving Pleadings

[Name and Address of Person Serving Pleadings]

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MODIFICATION MANAGEMENT PROGRAM

Management Program ("LMM") and attend all conferences for the real property located at:

Further, the undersigned states as follows:

1. I am not a Debtor in this bankruptcy case.
2. I am:
_____ the Debtor's non-filing spouse,
_____ a co-obligor on the promissory note,
_____ a co-borrower on the mortgage, and/or
_____ other/third party: _____
3. I am willing to enter into a binding settlement agreement with the Creditor, but understand that I am not required to do so.
4. I am willing to provide Debtor(s)' attorney, or if the Debtor(s) is not represented, the Debtor(s), with all documents and information required for LMM upon request.

5. I have not entered into a written legal representation agreement with Debtor(s) attorney and acknowledge that I am not represented by Debtor(s)' attorney for the LMM or any other matter, if the Debtor(s) is represented by an attorney.
6. I understand I am entitled to retain my own attorney to represent me in this matter if I so choose.
7. I understand that all communication and information exchanged during LMM is confidential.

I swear or affirm under penalty of perjury that the foregoing is true and correct.

Printed Name

Signature

Date: _____

[Name of Debtor(s)],

DEBTOR(S)

[Name of Movant(s)],

Movant(s),

V.

[Name of Respondent(s)],

Respondent(s)

NOTICE OF TRIAL LOAN MODIFICATION AGREEMENT

_____ (“Creditor”) and states as follows:

1. Debtor(s) filed a Notice of Intent to Participate in the Loan Modification Management Program (“LMM”) on _____ (Docket # _____).

2. The Debtor and Creditor entered into a Trial Loan Modification Agreement on _____.

3. A true and correct copy of the Trial Loan Modification Agreement entered into between the parties is attached and incorporated hereto as Exhibit A. Personal identifiers have been redacted.

4. The Debtor(s) shall disburse the trial loan modification payments until such time as a further order of the Court provides otherwise, a permanent loan modification is finalized or a final loan modification is denied by Creditor.

5. The LMM Period shall be extended by sixty (60) days after the date of the last trial modification payment to allow time for a final determination to be reached.

6. Pursuant to the Agreement and the LMM Procedures, the parties and Program Manager shall monitor the trial loan modification until a final loan modification has been executed by the Creditor or the Creditor has denied a final loan modification.
7. Access to the Portal shall remain open during the pendency of the trial loan modification.

Dated: _____

Signature

[Name of Counsel or Pro Se]
Counsel for Movant
Georgia Bar No. [XXXXXX]
[Address, Telephone]

Certificate of Service

I hereby certify that on the [XX] day of [Month], [Year], I electronically filed the foregoing Motion to Approve Final Loan Modification using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program: [LIST NAMES]

I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage prepaid on the following parties at the address shown for each. [LIST NAMES AND ADDRESSES]

Dated: [DATE]

Signature of Person Serving Pleadings
[Name and Address of Person Serving Pleadings]

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
DIVISION**

IN RE:	:	CASE NUMBER: _____
	:	
[Name of Debtor(s)],	:	CHAPTER ____
	:	
DEBTOR(S)	:	
_____	:	
	:	
[Name of Movant(s)],	:	
	:	
Movant(s),	:	
v.	:	
	:	
[Name of Respondent(s)],	:	
	:	
Respondent(s)	:	
_____	:	

NOTICE OF HEARING

PLEASE TAKE NOTICE that [Name of Movant] has filed a Motion to Approve Final Loan Modification and related papers with the Court seeking approval of the agreed upon Final Loan Modification under the Loan Modification Management Program.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the [Name of Motion] at [time] on [date] in Courtroom [XXX], United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 303, which may be attended in person or via the Court's Virtual Hearing Room. You may join the Virtual Hearing Room through the "Dial-In and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the Court's website, www.ganb.uscourts.gov, or the link on the judge's webpage, which can also be found on the Court's website. Please also review the "Hearing Information" tab on the judge's webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings 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 grant the relief sought in these pleadings or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleadings with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk before the hearing. The address of the Clerk's Office is: Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, SW, Atlanta Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

Dated: _____

Signature
[Name of Counsel or Pro Se]
Counsel for Movant
Georgia Bar No. [XXXXXX]
[Address, Telephone]

Certificate of Service

I hereby certify that on the [XX] day of [Month], [Year], I electronically filed the foregoing Motion to Approve Final Loan Modification using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program: [LIST NAMES]

I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage prepaid on the following parties at the address shown for each. [LIST NAMES AND ADDRESSES]

Dated: [DATE]

Signature of Person Serving Pleadings
[Name and Address of Person Serving Pleadings]

[Name of Debtor(s)],

DEBTOR(S)

[Name of Movant(s)],

Movant(s),

V.

[Name of Respondent(s)],

Respondent(s)

NOW COMES the Debtor(s) and request the Court enter an Order approving the Mortgage Modification Agreement with _____ (“Creditor”) and states as follows:

1. Debtor(s) filed a Notice of Intent to Participate in the Loan Modification Management Program (“LMM”) on _____ (Docket # _____).

2. A true and correct copy of the Final Loan Modification Agreement entered into between the parties (with all personal identifiers redacted) is attached and incorporated hereto as Exhibit A.

3. The terms of the final loan modification are summarized as follows:

	Old Loan Terms	New Loan Terms
Principal Balance		
Interest Rate		
Interest Type		
Maturity Date		
Principal & Interest Amount		
Tax & Insurance Escrows		
Total Payment		

	Yes	No
The monthly P&I payment is scheduled to change within five years after the modification as set forth in the final loan modification agreement.		
The final agreement incorporates pre-petition arrearages.		
The final agreement incorporates post-petition arrearages		
The final agreement incorporates post-petition fees, expenses or charges under Federal Rule of Bankruptcy Procedure 3002.1(c)		
The final agreement includes the deferral/creation of a subordinate deed to secure the subject property. If yes: Amount: \$ _____ Monthly Payment: \$ _____ Interest Rate: _____ % Maturity Date: _____		

4. Pursuant to the Final Loan Modification Agreement, the Creditor shall draft all documents required by the Agreement, other than pleadings or plans required to be filed in this case.
5. Pursuant to the Final Loan Modification Agreement and the LMM procedures, the Debtor(s) shall amend or modify the plan, as necessary, to accurately reflect the terms of the Agreement. Such amendment or modification shall be filed and served no later than twenty-eight (28) days of the entry of the Order granting the instant motion.
6. In cases where the Trustee is the disbursing agent for the current mortgage payment, the Trustee may disburse the payment to the Creditor until such time as a modified plan is confirmed or the case is dismissed or converted to another chapter.
7. Upon entry of the Order, the Chapter 13 Trustee shall cease funding mortgage arrearages to Respondent.

WHEREFORE, the Debtor(s) requests the Motion to Approve Final Loan Modification Agreement with _____ (“Creditor”) be granted and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

Date:

/S _____
[NAME OF COUNSEL]
Counsel for Movant
Georgia Bar No. [xxxxxxx]
[ADDRESS, TELEPHONE]

Upon submission of Debtor(s)' Motion to Approve Final Loan Modification Agreement
on _____ (Docket #_____).

IT IS FURTHER ORDERED that the LLM Program resulted in a final loan modification agreement, the terms of which are summarized as follows:

Total Payment		
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	Yes	No
The monthly P&I payment is scheduled to change within five years after the modification as set forth in the final loan modification agreement.		
The final agreement incorporates pre-petition arrears.		
The final agreement incorporates post-petition arrears		
The final agreement incorporates post-petition fees, expenses or charges under Federal Rule of Bankruptcy Procedure 3002.1(c)		
The final agreement includes the deferral/creation of a subordinate deed to secure the subject property. If yes: Amount: \$ _____ Monthly Payment: \$ _____ Interest Rate: ____ % Maturity Date: _____		

IT IS FURTHER ORDERED that the Creditor shall draft all documents required by the Final Loan Modification Agreement, other than pleadings or plan required to be filed in this case;

IT IS FURTHER ORDERED that the Chapter 13 Trustee shall cease funding mortgage arrears on this claim to Respondent.

IT IS FURTHER ORDERED that within twenty-eight (28) days after entry of this Order, Debtor(s) shall file, serve and notice for confirmation an Amended Chapter 13 Plan or Modified Chapter 13 Plan, if appropriate.

IT IS SO ORDERED

[Name of Debtor(s)],

DEBTOR(S)

[Name of Movant(s)],

Movant(s),

V.

[Name of Respondent(s)],

Respondent(s)

**MOTION REQUESTING LOAN MODIFICATION MANAGEMENT
STATUS CONFERENCE**

On _____, the Debtor(s) filed a Notice of Intent to participate in the Loan Modification Management Program (“LMM”) [Docket # ____]. The undersigned, _____, (____ Debtor ____ Creditor ____ Program Manager ____ Trustee ____ Other), requests that the Court hold a LMM Status Conference in this case for the following reasons:

[Movant to set forth the specific reasons detailing the reasons for the status hearing and the pertinent history of the LMM process to date]

WHEREFORE, pursuant to the LMM procedures, the undersigned respectfully requests that the Court hold an LLM Status Conference for resolution of the above issues.

Respectfully submitted,

Date:

/S _____
[NAME OF COUNSEL]
Counsel for Movant
Georgia Bar No. [xxxxxxx]
[ADDRESS, TELEPHONE]

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NOW COMES _____

Signature _____

[Name of Counsel or Pro Se]

Counsel for Movant

Georgia Bar No. [XXXXXX]

[Address, Telephone]

Certificate of Service

I hereby certify that on the [XX] day of [Month], [Year], I electronically filed the foregoing Motion to Approve Final Loan Modification using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program: [LIST NAMES]

I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage prepaid on the following parties at the address shown for each. [LIST NAMES AND ADDRESSES]

Dated: [DATE]

Signature of Person Serving Pleadings

[Name and Address of Person Serving Pleadings]

[Name of Debtor(s)],

DEBTOR(S)

[Name of Movant(s)],

Movant(s),

V.

[Name of Respondent(s)],

Respondent(s)

NOW COMES _____ and hereby requests the termination of the Loan Modification Management Period in this case, and in support states as follows:

- a.

Dated: _____

Signature

[Name of Counsel or Pro Se]
Counsel for Movant
Georgia Bar No. [XXXXXX]
[Address, Telephone]

Certificate of Service

I hereby certify that on the [XX] day of [Month], [Year], I electronically filed the foregoing Motion to Approve Final Loan Modification using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program: [LIST NAMES]

I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage prepaid on the following parties at the address shown for each. [LIST NAMES AND ADDRESSES]

Dated: [DATE]

Signature of Person Serving Pleadings
[Name and Address of Person Serving Pleadings]

NOW COMES _____ (“Initial Creditor”) and files this Notice Substituting Servicer and, for same, states the following:

Loan Identifier: _____

4. Initial Creditor has provided a copy of the LMM Order to the Successor Creditor.

5. The Successor Creditor is hereinafter responsible for the completion of all of the Loan Modification Management duties, responsibilities and obligations as described in the Loan Modification Management Program. The Successor Creditor is obligated to accept all documentation submitted by the LMM Parties to the Initial Creditor to date.
6. The Successor Creditor hereby has fourteen (14) days from the filing of this Notice to register on the Portal if they are not already registered. The Initial Creditor shall transfer the submission on the Portal to the Successor Creditor within seven (7) days of its registration.
7. The Notice Substituting Servicer is being uploaded to the Portal contemporaneously with the filing of this Notice with the Court.
8. The filing of this Notice and transfer of the submission on the Portal to the Successor Creditor releases the Initial Creditor of responsibility for any duties, responsibilities, or obligations as described in the Loan Modification Program, and no further action is required to effectuate such release.

Dated: _____

Signature _____
[Name of Counsel or Pro Se]
Counsel for Movant
Georgia Bar No. [XXXXXX]
[Address, Telephone]

Certificate of Service

I hereby certify that on the [XX] day of [Month], [Year], I electronically filed the foregoing Motion to Approve Final Loan Modification using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program: [LIST NAMES]

I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage prepaid on the following parties at the address shown for each. [LIST NAMES AND ADDRESSES]

Dated: [DATE]

Signature of Person Serving Pleadings
[Name and Address of Person Serving Pleadings]

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
_____ DIVISION**

IN RE:	:	CASE NUMBER: _____
	:	
[Name of Debtor(s)],	:	CHAPTER ____
	:	
DEBTOR(S)	:	
_____	:	
	:	
[Name of Movant(s)],	:	
	:	
Movant(s),	:	
v.	:	
	:	
[Name of Respondent(s)],	:	
	:	
Respondent(s)	:	

**CERTIFICATE OF NONCOMPLIANCE IN LOAN MODIFICATION MANAGEMENT
PROGRAM**

On _____ (date), the Loan Modification Management Notice was filed in the above-captioned case. The Program Manager hereby gives notice to the court that _____ (name of party) has failed to cooperate or perform its obligations as determined by the Program Manager acting in good faith.

[Program Manager to set forth the specific reasons detailing how the party has failed to comply with the LMM]

Dated: _____, 20____,

Program Manager

By: _____
 (signature)

 (printed name)

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
_____ DIVISION**

IN RE: _____ : **CASE NUMBER:** _____
: _____
[Name of Debtor(s)], : **CHAPTER** ____
: _____
: _____
DEBTOR(S) : _____
: _____
_____ : _____

**APPLICATION FOR COMPENSATION AND REIMBURSEMENT OF LMM
EXPENSES**

1. MORTGAGE MODIFICATION PROGRAM PROCEDURES

This application is being submitted under the Loan Modification Management Program (“LMM”) Procedures promulgated by the Court pursuant to _____.

2. APPLICANT’S REPRESENTATIONS

The undersigned applicant hereby represents that:

- a. All applicable services, as set forth in the LLM Procedures, have been satisfactorily performed, and the requested attorneys’ fees and expenses are earned;
- b. This application seeks only fees and expenses for services related to the LMM;
- c. The fees and expenses sought in this application will not be shared with any other entity; and
- d. This is the applicant’s final application for fees and expenses for the LMM services performed to date.

3. COMPENSATION AND EXPENSES SOUGHT IN THIS APPLICATION

This application seeks compensation in the amount of \$_____ and reimbursement of expenses in the amount of \$_____ for services relating to the LMM, as detailed in the attorney declaration attached hereto as Exhibit A and incorporated herein.

4. TOTAL FEES AND EXPENSES

The fees and expenses sought for services relating to the LMM in this case are as follows

- a. LMM Fees sought in this application \$ _____
- b. LMM expenses sought in this application \$ _____
- c. Total LMM fees and expenses sought \$ _____

5. MISCELLANEOUS PROVISIONS

Applicant respectfully requests that the fees and expenses awarded based on this application be paid as an administrative priority claim, that the Trustee commence disbursements of the fees and expenses immediately upon entry of the order awarding the

same, and that the Trustee continue disbursements until such award of fees and expenses is paid in full.

In the event this case is dismissed, the Trustee shall distribute any unpaid attorneys' fees and expenses which have been approved from any funds on hand before those funds are either turned over (1) to the debtor or (2) to any other party claiming an interest in such funds.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
_____ DIVISION**

IN RE: [Name of Debtor(s)], DEBTOR(S) _____	: : : : : : : : : :	CASE NUMBER: _____ CHAPTER ____
--	--	--

**ORDER APPROVING APPLICATION FOR COMPENSATION AND
REIMBURSEMENT OF LMM EXPENSES**

THE EX PARTE APPLICATION FOR COMPENSATION AND REIMBURSEMENT OF LMM EXPENSES having been filed by the above-named Debtor(s)' attorney, the Court having considered said application, and for good cause appearing:

IT IS HEREBY ORDERED that compensation and reimbursement in the amount of \$_____ is hereby approved for distribution to Debtor(s)' attorney by the Chapter 13 Trustee;

IT IS FURTHER ORDERED that the fees and expenses awarded by on the Application shall be paid as an administrative priority claim;

IT IS FURTHER ORDERED that the Chapter 13 Trustee shall commence disbursement of the awarded fees and expenses, as funds are available;

IT IS SO ORDERED.

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MODIFICATION MANAGEMENT PROGRAM

Motion:

1. On _____, 20__, the Court entered an Order Modifying the Automatic Stay (Dckt.) as to the Property.
2. Debtor is now requesting to participate in the Loan Modification Management Program.
3. Concurrently with this Motion, Debtor has served on Creditor a Notice of Intent to Participate in the Loan Modification Program.

Wherefore, Debtor requests that this Court Reimpose the Automatic Stay as to the Property to allow the parties to participate in the Loan Modification Management Program.

This the ____ day of _____ 20__.

Respectfully submitted,

/s/_____

Debtor Attorney

CERTIFICATE OF SERVICE

Creditors participation in the Loan Modification Management Program. It is further

requirements of 3002.1 then that provision is still in effect. It is further

Claim, if any.

[END OF DOCUMENT]

PREPARED AND PRESENTED BY:

/s/_____

Attorney for Debtor

CONSENTED TO BY:

/s/_____

Attorney for Creditor

NO OPPOSITION:

/s/_____

Chapter 13 Trustee

GAN Loan Modification Management Program:

Recommended Model Language for 8.1: Pre-Confirmation:

- 1) The debtor(s) intend to participate in the Loan Modification Management Program.
- 2) If the Loan Modification Management Program process results in a final modification of the mortgage, the debtor(s) shall timely file an amended plan if pre-confirmation or move to modify the confirmed plan if post-confirmation to reflect the terms of the final modification.

Recommended Model Language for 8.1: Post-Confirmation:

- 1) The debtor(s) intend to participate in the Loan Modification Management Program.
- 2) If the Loan Modification Management Program process results in a final modification of the mortgage, the debtor(s) shall timely move to modify the confirmed plan to reflect the terms of the final modification. The Trustee is then authorized to disburse any funds held in escrow for the mortgage arrearages to the remaining creditors in accordance with General Order No. 41-2020 by way of reference from Plan Provision § 2.6.