**UNITED STATES BANKRUPTCY COURT**

**EASTERN DISTRICT OF MICHIGAN**

**SOUTHERN DIVISION - DETROIT**

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| --- | --- |
| **IN RE:**<\_\_\_>, DEBTOR(S).\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | CHAPTER 13CASE NO. <\_\_\_>JUDGE <\_\_\_> |

**STIPULATION FOR ENTRY OF AN ORDER GRANTING**

**CREDITOR’S MOTION TO APPROVE FHA COVID-19 COMBINATION PARTIAL CLAIM AND LOAN MODIFICATION AND**

**MODIFYING CHAPTER 13 PLAN**

 **NOW COMES**, <\_\_\_> as servicer for <\_\_\_> (“Creditor”), by and through their attorneys, <\_\_\_>, along with the Chapter 13 Trustee, and hereby stipulate and agree to the entry of an Order Granting Creditor’s Motion to Approve FHA Covid-19 Combination Partial Claim and Loan Modification and Modifying Chapter 13 Plan with respect to the property located at <\_\_\_> (Claim No. <\_\_\_>). A proposed Order is attached.

 **IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

1. The Parties have agreed to an FHA COVID-19 Combination Partial Claim and Loan Modification and Modifying Chapter 13 Plan. The terms of the fully executed and approved documents shall be incorporated by reference with all terms and provisions of the loan documents otherwise remaining in full force and effect.

2. The Loan Modification dated <\_\_\_\_\_\_\_>, <\_\_\_> has been approved and the modified indebtedness payable under the original Note and Security Instrument is modified to $<\_\_\_> with <\_\_\_>% interest and a maturity date of <\_\_\_>.

3. The next monthly mortgage payment following the effective date of the Loan Modification will be due on <\_\_\_>.

4. Effective <\_\_\_>, and under the Loan Modification the monthly mortgage payments due on the obligation will be $<\_\_\_> (Principal and Interest $<\_\_\_> and $<\_\_\_> Escrow).

5. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

6. As required by the Loan Modification, Debtor has executed a Subordinate Mortgage (also called a Partial Claim Mortgage) and a Promissory Note to the Secretary of Housing and Urban Development for the deferred amount of $<\_\_\_>.

7. Payment is due to the Secretary of Housing and Urban Development on the Promissory Note on <\_\_\_>, or earlier, according to the provisions of the Note and Subordinate Mortgage.

8. Effective with the entry of this Order the Creditors Class 4.2 pre-petition claim shall be considered satisfied and the Chapter 13 Trustee shall not make any distributions on Creditor’s pre-petition claim. The mortgage shall be deemed contractually current as of <\_\_\_>, with the next payment due <\_\_\_>, and the Trustee shall not make any distributions on any class <\_\_\_> payment delinquency, to the extent any existed, prior to <\_\_\_>. The disbursing agent for the on-going payments is not changed by the entry of the relief requested and shall continue as originally confirmed.

9. The payment, of the Subordinate Mortgage and Promissory Note, will be due upon the maturity date of the mortgage or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing unpaid principal balance. The balance, along with any applicable escrow shortage not included in the Partial Claim, will not be subject to the discharge as provided for in 11 U.S.C. §1328(a) of this case and may appear as an advance on further monthly statements but will only be due and payable in accordance with the provisions of the Partial Claim Modification;

10. The continuing mortgage payment amount remains subject to changes that shall be effectuated pursuant to the requirements of Fed. Rule Bankr. P. 3002.1.

11. The Chapter 13 Trustee shall not remit payment on the Notice of Post-Petition Mortgage, Fees, Expenses and Charges (Notice; ECF No. <\_\_\_>) unless the creditor files a notice that the funds remain unpaid.

12. The treatment of the claim of Creditor in Debtor(s)’ Chapter 13 Plan as confirmed (and as modified, if at all) is modified as necessary to comply with the provisions of this Order, including but not limited to, the change in Creditor’s Class <\_\_\_> mortgage payment and suspension of disbursements on Creditor’s Class <\_\_\_> pre-petition arrearage claim.

13. Entry of the attached Order is without prejudice to debtor filing any further plan modification that debtor deems appropriate.

14. Except as expressly modified herein, Debtor(s)’ Plan as confirmed (and as later modified, if at all) shall remain in full force and effect.

**WHEREFORE**, <\_\_\_> respectfully requests that the Court enter an Order Approving FHA COVID-19 Combination Partial Claim and Loan Modification and Modifying Chapter 13 Plan as agreed to by the parties.

Stipulated and agreed:

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

David Wm. Ruskin (P26803) <\_\_\_>

Attorney and Standing Chapter 13 Trustee Attorney For <\_\_> as

Christopher P. Reilly (P54168), Staff Attorney servicer for <\_\_\_>

Michelle M. Stephenson (P51653), Staff Attorney Address

26555 Evergreen Road, Suite 1100 Phone

Southfield, MI 48076-4251 Email

Telephone (248) 352-7755

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<\_\_\_>

Attorney for Debtor

Address

Phone

Email

STIPULATION\_AND\_ORDER\_APPROVING\_FHACOVID19\_LOAN\_MOD\_448.0423

**UNITED STATES BANKRUPTCY COURT**

**EASTERN DISTRICT OF MICHIGAN**

**SOUTHERN DIVISION - DETROIT**

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| **IN RE:**<\_\_\_>, DEBTOR(S).\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | CHAPTER 13CASE NO. <\_\_\_>JUDGE <\_\_\_> |

**ORDER GRANTING CREDITOR’S MOTION TO APPROVE FHA COVID-19 COMBINATION PARTIAL CLAIM AND LOAN MODIFICATION AND MODIFYING CHAPTER 13 PLAN**

**This matter** came before the Court upon the Creditor’s Motion to Approve FHA Covid-19 Combination Partial Claim and Loan Modification (“Motion”; ECF No. <\_\_\_>) filed by <\_\_\_> as servicer for <\_\_\_>, with respect to the property located at <\_\_\_> and the Response of Chapter 13 Trustee (“Response”; ECF No. <\_\_\_>). The parties have filed a stipulation (“Stipulation”; ECF No.\_\_\_) among Creditor, Debtor, through Counsel and the Chapter 13 Trustee consenting to the terms of this Order. The Court has reviewed the Creditor’s Motion to Approve FHA Covid-19 Combination Partial Claim and Loan Modification, and the Stipulation. The Court is advised in the premises.

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

1. The FHA COVID-19 Combination Partial Claim and Loan Modification is approved. The terms of the fully executed and approved documents shall be incorporated by reference with all terms and provisions of the loan documents otherwise remaining in full force and effect.

2. The Loan Modification dated <\_\_\_, has been approved and the modified indebtedness payable under the original Note and Security Instrument is modified to $<\_\_\_> with <\_\_\_>% interest and a maturity date of <\_\_\_>.

3. The next monthly mortgage payment following the effective date of the Loan Modification will be due on <\_\_\_>.

4. Effective <\_\_\_>, and under the Loan Modification the monthly mortgage payments due on the obligation will be $<\_\_\_> (Principal and Interest $<\_\_\_> and $<\_\_\_> Escrow).

5. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

6. As required by the Loan Modification, Debtor has executed a Subordinate Mortgage (also called a Partial Claim Mortgage) and a Promissory Note to the Secretary of Housing and Urban Development for the deferred amount of $<\_\_\_>.

7. Payment is due to the Secretary of Housing and Urban Development on the Promissory Note on <\_\_\_>, or earlier, according to the provisions of the Note and Subordinate Mortgage.

8. Effective with the entry of this Order the Creditors <\_\_\_> pre-petition claim shall be considered satisfied and the Chapter 13 Trustee shall not make any distributions on Creditor’s pre-petition claim The mortgage shall be deemed contractually current as of <\_\_\_>, with the next payment due <\_\_\_>, and the Trustee shall not make any distributions on any class <\_\_\_> payment delinquency, to the extent any existed, prior to <\_\_\_>. The disbursing agent for the on-going payments is not changed by the entry of the relief requested and shall continue as originally confirmed.

9. The payment, of the Subordinate Mortgage and Promissory Note, will be due upon the maturity date of the mortgage or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing unpaid principal balance. The balance, along with any applicable escrow shortage not included in the Partial Claim, will not be subject to the discharge as provided for in 11 U.S.C. §1328(a) of this case and may appear as an advance on further monthly statements but will only be due and payable in accordance with the provisions of the Partial Claim Modification. The continuing mortgage payment amount remains subject to changes that shall be effectuated pursuant to the requirements of Fed. Rule Bankr. P. 3002.1.

10. The Chapter 13 Trustee shall not remit payment on the Notice of Post-Petition Mortgage, Fees, Expenses and Charges (Notice; ECF No. <\_\_\_>) unless the creditor files a notice that the funds remain unpaid.

11. The treatment of the claim of Creditor in Debtor(s)’ Chapter 13 Plan as confirmed (and as modified, if at all) is modified as necessary to comply with the provisions of this Order, including but not limited to, the change in Creditor’s Class 4.1 mortgage payment and suspension of disbursements on Creditor’s Class 4.2 pre-petition arrearage claim.

12. Entry of this Order is without prejudice to debtor filing any further plan modification that debtor deems appropriate.

13. Except as expressly modified herein, Debtor(s)’ Plan as confirmed (and as later modified, if at all) shall remain in full force and effect.