

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re:) Case No. <00-00000>
)
<NAME OF DEBTOR(S)>,) Chapter 7
)
Debtor(s).) Judge <_____>
)
) **MOTION OF <MOVANT> FOR**
) **RELIEF FROM STAY <AND**
) **ABANDONMENT>**
)
) **<ADDRESS OF REAL PROPERTY**
) **OR DESCRIPTION OF PERSONAL**
) **PROPERTY>**

<MOVANT> (the “Movant”) moves this Court, under Bankruptcy Code §§ 361, 362, 363, and other sections of Title 11 of the United States Code, and under Federal Rules of Bankruptcy Procedure 4001 and 6007 for an order conditioning, modifying or dissolving the automatic stay imposed by Bankruptcy Code § 362. <, AND FOR ABANDONMENT OF PROPERTY UNDER BANKRUPTCY CODE § 554.>

MEMORANDUM IN SUPPORT

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The venue of this case and this motion is proper under 28 U.S.C. §§ 1408 and 1409.

2. On <DATE>, the < DEBTOR(S) AND/OR OTHER PERSON(S), STATE NAME(S) IF APPLICABLE> obtained a loan from <LENDER NAME> in the amount of <AMOUNT>. Such loan was evidenced by a <PROMISSORY NOTE> <OTHER> dated <DATE> (the “Note”), a copy of which is attached as Exhibit A.

3. To secure payment of the Note and performance of the other terms contained in it,

the <DEBTOR(S) AND/OR OTHER PERSON(S), STATE NAME(S) IF APPLICABLE> executed a Security Agreement in favor of <STATE NAME> dated <DATE> (the “Security Agreement”). The Security Agreement granted a lien on the <DESCRIBE REAL AND/OR PERSONAL PROPERTY, INCLUDE ADDRESS IF REAL ESTATE> owned by <NAME OF DEBTOR(S) AND/OR OTHER PERSON(S), STATE NAME(S) IF APPLICABLE> (the “Collateral”). The Collateral is more fully described in the Security Agreement (check one):

attached as Exhibit B;

OR

contained in the Note, attached as Exhibit A.

4. The lien created by the Security Agreement was duly perfected by (check all that apply):

Filing of the Security Agreement in the office of the <COUNTY> County Recorder on <DATE>.

Filing of the UCC-1 Financing Statement in the office of _____ on <DATE>.

Notation of the lien on the Certificate of Title.

Other (state with particularity)_____.

A copy of the recorded Security Agreement, UCC-1 Financing Statement, Certificate of Title or other document, as applicable, is attached as Exhibit <__>. Based on <STATE SOURCE OF INFORMATION>, the lien is the <1st, 2nd, 3rd, etc.> lien on the Collateral.

5. The entity in possession of the original Note as of the date of this motion, is <NAME AND ADDRESS OF PERSON OR ENTITY IN POSSESSION OF ORIGINAL NOTE>.

6. The entity servicing the loan is: <the Movant, OR NAME OF SERVICER, OR N/A>.

7. The Note was transferred, as evidenced by the following:

a. If the Collateral is real estate:

i. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the original lender:

N/A.

OR

By endorsement on the Note,
payable to_____.

OR

By blank endorsement on the Note.

OR

By allonge attached to the Note,
payable to_____.

OR

By blank allonge, attached to the Note.

OR

The Note is not endorsed to the Movant, or is not endorsed in blank with an allegation that the Movant is in possession of the original Note. The factual and legal basis upon which the Movant is entitled to bring this motion is (explain with particularity and attach supporting documentation):

_____.

OR

- By endorsement on the Note or by allonge attached to the Note, through a power of attorney. If this box is checked, a copy of the power of attorney is attached as Exhibit <____>. Explain why it provides movant the authority to endorse the Note:

- <ii. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the <FIRST TRANSFEREE> to < _____> [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT].>

b. If the Collateral is not real estate (check one):

- N/A.

OR

- From the original lender to <FIRST TRANSFEREE> by <STATE METHOD OR DOCUMENT EFFECTING TRANSFER> [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT.]

8. The Security Agreement was transferred as follows (check one):

- N/A.

OR

- From the original mortgagee or mortgagee's nominee on <DATE> to <FIRST TRANSFEREE>. The transfer is evidenced by the document(s) attached to this Motion as Exhibit <____>. [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT].

9. The value of the Collateral is <\$AMOUNT>. This valuation is based on

<DESCRIBE MANNER OF VALUATION>.

10. As of the date of this Motion, there is currently due and owing on the Note the outstanding balance of <AMOUNT> , plus interest accruing thereon at the rate of <____%> per annum [\$_____ PER DAY] from <DATE>, as described in more detail on the worksheet.

11. The amount due and owing on the Note as set forth in paragraph 10 <DOES/DOES NOT> include a credit for the sum held in a suspense account by the Movant. The amount of the credit is <AMOUNT OR N/A>.

12. Other parties known to have an interest in the Collateral are (check all that apply):

- N/A.
- The <COUNTY> County Treasurer, for real estate taxes, in the amount of \$<AMOUNT>.
- <CO-OWNERS, IF APPLICABLE, STATE NAME>.
- <ANY OTHER PARTY HOLDING A LIEN, IF APPLICABLE, IN THE AMOUNT OF \$_____ [ADD ADDITIONAL PARTIES AS APPROPRIATE]>.

13. The Movant is entitled to relief from the automatic stay under Bankruptcy Code § 362(d) for these reason(s) (check all that apply):

- Debtor has failed to provide adequate protection for the lien held by the Movant for these reasons: <EXPLAIN>.
- Debtor has failed to keep the Collateral insured as required by the Security Agreement.
- Debtor has failed to keep current the real estate taxes owed on the Collateral.
- Debtor has failed to make periodic payments to Movant since the commencement of this bankruptcy case for the months of <STATE EACH MONTH AND YEAR>, which unpaid payments are in the aggregate amount of <AMOUNT> through <DATE>. The total provided in this

paragraph cannot be relied upon as a payoff quotation.

Debtor has no equity in the Collateral, because the Collateral is valued at _____, and including the Movant's lien, there are liens in an aggregate amount of _____ on the Collateral.

Other cause (set forth with specificity): _____

14. Movant has completed the worksheet, attached as Exhibit <____>.

< 15. Movant is entitled to an order directing the trustee to abandon the Collateral under 11 U.S.C. §554(b) for these reasons (check all that apply):

The Collateral is burdensome to the estate because _____.

The Collateral is of inconsequential value and benefit to the estate because _____.>

WHEREFORE, Movant prays for an order from the Court:

(a) granting Movant relief from the automatic stay of Bankruptcy Code § 362 to permit Movant to proceed under applicable nonbankruptcy law; <AND>

<(b) AUTHORIZING AND DIRECTING THE CHAPTER 7 TRUSTEE TO ABANDON THE COLLATERAL UNDER BANKRUPTCY CODE § 554>.

Respectfully submitted,

/s/ <Attorney>
<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>
Attorney for Movant

CERTIFICATE OF SERVICE

The undersigned certifies that on <date>, a true and correct copy of the foregoing [entire title of pleading with Movant's name] was served via the Court's electronic case filing system on:
<name and address> and by regular U.S. mail, postage prepaid, to: <name and address>.

/s/ <Attorney> _____
<Attorney & Bar Number>

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO

In re:) Case No. <00-00000>
)
[NAME OF DEBTOR(S)],) Chapter <7>
)
Debtor(s).) Judge <_____>
)
) **ORDER GRANTING MOTION OF**
) **<MOVANT> FOR RELIEF FROM**
) **STAY <AND ABANDONMENT>**
) **<ADDRESS OF REAL PROPERTY OR**
) **DESCRIPTION OF PERSONAL**
) **PROPERTY>**

This matter came before the Court on the Motion for Relief from Stay <and Abandonment> (the “Motion”) filed by <Movant> (“Movant”). (Docket xx). Movant has alleged that good cause for granting the Motion exists, and that Debtor(s), counsel for the Debtor(s), the Chapter 7 Trustee, and all other necessary parties were served with the Motion, and with notice of the hearing date on the Motion. No party filed a response or otherwise

appeared in opposition to the Motion. For these reasons, it is appropriate to grant the relief requested.

IT IS, THEREFORE, ORDERED that the Motion is granted. The automatic stay imposed by § 362 of the Bankruptcy Code is terminated with respect to the Movant, its successors, and assigns.

IT IS FURTHER ORDERED that the Chapter 7 Trustee is authorized and directed to abandon the property <LOCATED AT ADDRESS OF REAL PROPERTY; OR BRIEF DESCRIPTION OF PERSONAL PROPERTY>.

<FOR JUDGES WHO DO NOT USE E-ORDERS, INSERT INK SIGNATURE LINE FOR THE APPROPRIATE JUDGE HERE:

Date: _____

Judge <Name>
United States Bankruptcy Judge>

###

SUBMITTED BY:

/s/ <Attorney>
<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>
Attorney for Movant

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO

In re:) Case No. <00-00000>
)
[NAME OF DEBTOR(S)],) Chapter <13> <11>
)
Debtor(s).) Judge <_____>
)
) **MOTION OF <MOVANT> FOR**
) **RELIEF FROM STAY**
)
) **<ADDRESS OF REAL PROPERTY OR**
) **DESCRIPTION OF PERSONAL**
) **PROPERTY>**

<MOVANT> (the “Movant”) moves this Court, under Bankruptcy Code §§ 361, 362, and 363, and other sections of Title 11 of the United States Code, and under Federal Rule of Bankruptcy Procedure 4001 for an order conditioning, modifying or dissolving the automatic stay imposed by Bankruptcy Code § 362.

MEMORANDUM IN SUPPORT

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The venue of this case and this motion is proper under 28 U.S.C. §§ 1408 and 1409.

2. On <DATE>, the < DEBTOR(S) AND/OR OTHER PERSON(S), STATE NAME(S) IF APPLICABLE> obtained a loan from <LENDER NAME> in the amount of <AMOUNT>. Such loan was evidenced by a <PROMISSORY NOTE> <OTHER> dated <DATE> (the “Note”), a copy of which is attached as Exhibit A.

3. To secure payment of the Note and performance of the other terms contained in it, the <DEBTOR(S) AND/OR OTHER PERSON(S), STATE NAME(S) IF APPLICABLE>

executed a Security Agreement in favor of <STATE NAME> dated <DATE> (the “Security Agreement”). The Security Agreement granted a lien on the <DESCRIBE REAL AND/OR PERSONAL PROPERTY, INCLUDE ADDRESS IF REAL ESTATE> owned by <NAME OF DEBTOR(S) AND/OR OTHER PERSON(S), STATE NAME(S) IF APPLICABLE> (the “Collateral”). The Collateral is more fully described in the Security Agreement (check one):

attached as Exhibit B;

OR

contained in the Note, attached as Exhibit A.

4. The lien created by the Security Agreement was duly perfected by:

Filing of the Security Agreement in the office of the <COUNTY> County Recorder on <DATE>.

Filing of the UCC-1 Financing Statement in the office of _____ on <DATE>.

Notation of the lien on the Certificate of Title.

Other (state with particularity)_____

A copy of the recorded Security Agreement, UCC-1 Financing Statement, Certificate of Title or other document, as applicable, is attached as Exhibit <___>. Based on <STATE SOURCE OF INFORMATION>, the lien is the <1st, 2nd, 3rd, etc.> lien on the Collateral.

5. The entity in possession of the original Note as of the date of this motion, is <NAME AND ADDRESS OF PERSON OR ENTITY IN POSSESSION OF ORIGINAL NOTE>.

6. The entity servicing the loan is: <the Movant, OR NAME OF SERVICER, OR N/A>.

7. The Note was transferred, as evidenced by the following:

a. If the Collateral is real estate:

i. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the original lender (check only one):

N/A.

OR

By endorsement on the Note,
payable to_____.

OR

By blank endorsement on the Note.

OR

By allonge attached to the Note,
payable to_____.

OR

By blank allonge, attached to the Note.

OR

The Note is not endorsed to the Movant, or is not endorsed in blank with an allegation that the Movant is in possession of the original Note. The factual and legal basis upon which the Movant is entitled to bring this motion is (explain with particularity and attach supporting documentation):

_____.

OR

By endorsement on the Note or by allonge attached to the Note, through a power of attorney. If this box is checked, a copy of the power of attorney is attached as Exhibit <____>. Explain why it provides movant the authority to endorse

the Note:

<ii. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the <FIRST TRANSFEREE> to < _____> [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT].>

b. If the Collateral is not real estate (check one):

N/A.

OR

From the original lender to <FIRST TRANSFEREE> by <STATE METHOD OR DOCUMENT EFFECTING TRANSFER>. [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT.]

8. The Security Agreement was transferred as follows (check one):

N/A.

OR

From the original mortgagee or mortgagee's nominee on <DATE> to <FIRST TRANSFEREE>. The transfer is evidenced by the recorded document(s) attached to this Motion as Exhibit <____>. [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT].

9. The value of the Collateral is <\$AMOUNT>. This valuation is based on <DESCRIBE MANNER OF VALUATION>.

10. As of the date of this motion, there is currently due and owing on the Note the outstanding balance of <AMOUNT> , plus interest accruing thereon at the rate of <____%> per annum [\$ _____ PER DAY] from <DATE>, as described in more detail on the worksheet.

11. The amount due and owing on the Note as set forth in paragraph 10 <DOES/DOES NOT> include a credit for the sum held in a suspense account by the Movant. The amount of the credit is \$ <AMOUNT OR N/A>.

12. Other parties known to have an interest in the Collateral are (check all that apply):

- N/A.
- The <COUNTY> County Treasurer, for real estate taxes, in the amount of \$<AMOUNT>.
- <CO-OWNERS, IF APPLICABLE, STATE NAME>.
- <ANY OTHER PARTY HOLDING A LIEN, IF APPLICABLE, IN THE AMOUNT OF \$_____ [ADD ADDITIONAL PARTIES AS APPROPRIATE]>.

13. The Movant is entitled to relief from the automatic stay under Bankruptcy Code § 362(d) for these reason(s) (check all that apply):

- Debtor has failed to provide adequate protection for the lien held by the Movant for these reasons: <EXPLAIN>_____.
- Debtor has failed to keep the Collateral insured as required by the Security Agreement.
- Debtor has failed to keep current the real estate taxes owed on the Collateral.
- Debtor has failed to make periodic payments to Movant since the commencement of this bankruptcy case for the months of <STATE EACH MONTH AND YEAR>, which unpaid payments are in the aggregate amount of <AMOUNT> through <DATE>. The total provided in this paragraph cannot be relied upon as a payoff quotation.
- Debtor has no equity in the Collateral, because the Collateral is valued at _____, and including the Movant's lien, there are liens in an aggregate amount of _____ on the Collateral.
- The property is not necessary to an effective reorganization because _____.

Other cause (set forth with specificity):_____.

14. Movant has completed the worksheet, attached as Exhibit <____>.

WHEREFORE, Movant prays for an order from the Court granting Movant relief from the automatic stay of Bankruptcy Code § 362 to permit Movant to proceed under applicable nonbankruptcy law.

Respectfully submitted,

/s/ <Attorney>
<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>
Attorney for Movant

CERTIFICATE OF SERVICE

The undersigned certifies that on <date>, a true and correct copy of the foregoing [entire title of pleading with Movant's name] was served via the Court's electronic case filing system on: <name and address> and by regular U.S. mail, postage prepaid, to: <name and address>.

/s/ <Attorney>
<Attorney & Bar Number>

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO

In re:) Case No. <00-00000>
)
[NAME OF DEBTOR(S)],) Chapter <11><13>
)
Debtor(s).) Judge <_____>
)
) **ORDER GRANTING MOTION OF**
) **<MOVANT> FOR RELIEF FROM**
) **STAY**
) **<ADDRESS OF REAL PROPERTY OR**
) **DESCRIPTION OF PERSONAL**
) **PROPERTY>**

This matter came before the Court on the Motion for Relief from Stay <and Abandonment> (the “Motion”) filed by <Movant> (“Movant”). Movant has alleged that good cause for granting the Motion exists, and that Debtor(s), counsel for the Debtor(s), the Chapter 13 Trustee, and all other necessary parties were served with the Motion, and with notice of the hearing date on the Motion. No party filed a response or otherwise appeared in opposition to the

Motion. For these reasons, it is appropriate to grant the relief requested.

IT IS, THEREFORE, ORDERED that the Motion is granted. The automatic stay imposed by § 362 of the Bankruptcy Code is terminated with respect to the Movant, its successors, and assigns.

IT IS FURTHER ORDERED that the Chapter 13 Trustee shall discontinue all payments to Movant on its claim under the Chapter 13 Plan filed by the Debtor(s). Movant is directed to file a report of sale promptly following liquidation of the property <LOCATED AT ADDRESS OF REAL PROPERTY; OR BRIEF DESCRIPTION OF PERSONAL PROPERTY> (the “Collateral”) if any excess proceeds are received. Movant shall file any unsecured deficiency claim no later than 90 days after this Order is entered. If the Collateral has not been liquidated, the deficiency claim is to be estimated.

<FOR JUDGES WHO DO NOT USE E-ORDERS, INSERT INK SIGNATURE LINE FOR THE APPROPRIATE JUDGE HERE:

Date: _____

Judge <Name>
United States Bankruptcy Judge>

###

SUBMITTED BY:

/s/ <Attorney>
<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>
Attorney for Movant

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO

In re:) Case No. <00-00000>
)
[NAME OF DEBTOR(S)],) Chapter 13
)
Debtor(s).) Judge <_____>
)
) **AGREED ORDER RESOLVING**
) **MOTION OF <MOVANT> FOR**
) **RELIEF FROM STAY**
)
) **<ADDRESS OF REAL PROPERTY OR**
) **DESCRIPTION OF PERSONAL**
) **PROPERTY>**

This matter came before the Court on the Motion for Relief from Stay <and Abandonment> (the “Motion”) filed by <Movant> (“Movant”) <and the Debtor’s Opposition to the Motion>. (Docket xx, xx). The Debtor(s), counsel for the Debtor(s), the Chapter 13 Trustee, and all other necessary parties were served with the Motion and with notice of the hearing date on the Motion. Movant has alleged that good cause for granting the Motion exists, because the

Debtor(s) have failed to pay Movant the amount of \$_____ since the petition date. This default consists of the Debtor(s)' failure to make post-petition Mortgage Payments (as defined in Administrative Order 09-02) of \$_____ each for the months of <Month and Year, etc.>; <number of > late charges of \$_____ ; court costs of \$_____ ; <and any other appropriate charge permitted under applicable law>. The amount of \$_____ held in suspense reduces the amount owed by the Debtor(s) to \$_____.

The parties have agreed to resolve the Motion, as follows:

1. The Debtor(s) shall maintain post-petition Mortgage Payments in the amount of \$_____ , beginning with the payment due on <DATE>. The post-petition Mortgage Payments shall be sent to this address:

**Movant or its Servicer
PO Box 11111
111 First Drive
Anywhere, USA 11111-1111**

2. In addition to the payments otherwise required under this Agreed Order, in order to cure the post-petition arrearages, the Debtor(s) shall <insert all applicable paragraphs>:

- a. make <number of> additional monthly payments in the amount of \$_____ to the Movant <insert payment schedule, if desired>.
- b. make a lump sum payment of \$_____ on or before <DATE>; add additional lump sum payment dates as appropriate>.
- c. permit the Movant to file a proof of claim for the total amount of \$_____, which represents <insert as applicable: a lump sum payment; post-petition payments for the month/year of \$_____ each; and any other appropriate charge permitted under applicable law and itemized as follows: explain>.
- d. <other/explain>.

3. If the Movant fails to receive any Mortgage Payment within <number of days> of

the due date; or if the Debtor(s) fail to timely make any other payment required under this Agreed Order, the Debtor(s) shall be deemed to have defaulted under the terms of this Agreed Order.

4. If a default is alleged under the terms of this Agreed Order, Movant's counsel shall send to the Debtor(s) and counsel for the Debtor(s) a notice of the default and a proposed order granting relief from stay, stating Movant's intent to file an affidavit of default and providing the Debtor(s) the opportunity to cure the alleged default within ten days after the date on the notice of default.

5. If the Debtor(s) fail to cure the default alleged in the notice within those ten days, the Movant may file an affidavit of default attesting to the Debtor(s)' default.

6. Upon the filing of an affidavit of default under the circumstances described in this Agreed Order, the Court may enter an order granting the Movant, its successors, and assigns, relief from the automatic stay imposed by § 362(a) of the Bankruptcy Code without further notice or hearing.

IT IS SO ORDERED.

<FOR JUDGES WHO DO NOT USE E-ORDERS, INSERT INK SIGNATURE LINE FOR THE APPROPRIATE JUDGE HERE:

Date: _____

Judge <Name>
United States Bankruptcy Judge>

###

SUBMITTED BY:

/s/ <Attorney>
<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>
Attorney for Movant

/s/ <Attorney>
<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>
Attorney for Debtor(s)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re:) Case No. <00-00000>
)
<NAME OF DEBTOR(S)>,) Chapter < 7 > < 11 > < 13 >
)
Debtor(s).) Judge <_____>
)
) **<NAME OF MOVANT>'S RELIEF**
) **FROM STAY <AND ABANDONMENT>**
) **WORKSHEET**

I. LOAN DATA

A. IDENTIFICATION OF COLLATERAL (check all that apply):

- Real Estate <ADDRESS>
 - Principal Residence of Debtor(s)
 - Other
- Personal Property <Describe. Include ID or VIN number, as applicable>
- Other Property <Describe> _____

B. CURRENT VALUE OF COLLATERAL: \$ _____

C. SOURCE OF COLLATERAL VALUATION: _____

D. ORIGINAL LENDER:

E. ENTITY ENTITLED TO ENFORCE THE NOTE: _____

F. CURRENT LOAN SERVICER: _____

G. DATE OF LOAN: _____

H. ORIGINAL PRINCIPAL AMOUNT DUE UNDER NOTE: _____

I. ORIGINAL INTEREST RATE ON NOTE: _____

J. CURRENT INTEREST RATE: _____

K. ORIGINAL MONTHLY PAYMENT AMOUNT: _____

L. CURRENT MONTHLY PAYMENT AMOUNT: _____

M. THE MONTHLY PAYMENT:

- Includes an escrow amount of \$_____ for real estate taxes.
- Includes an escrow amount of \$_____ for property insurance.
- Includes an escrow amount of \$_____ for _____.
- Does not include any escrow amount.

N. DATE LAST PAYMENT RECEIVED: _____

O. AMOUNT OF LAST PAYMENT RECEIVED: _____

P. AMOUNT HELD IN SUSPENSE ACCOUNT: _____

Q. NUMBER OF PAYMENTS DUE: _____

II. AMOUNT ALLEGED TO BE DUE AS OF THE PETITION DATE

	<u>Description of Charge</u> (attach invoice and proof of payment for items H through K)	<u>Total Amount of Charges</u>	<u>Number of Charges Incurred</u>	<u>Dates Charges Incurred</u>
A.	PRINCIPAL	\$		
B.	INTEREST	\$		
C.	TAXES	\$		
D.	INSURANCE	\$		
E.	LATE FEES	\$		
F.	NON-SUFFICIENT FUNDS FEES	\$		
G.	PAY-BY-PHONE FEES	\$		
H.	BROKER PRICE OPINIONS	\$		
I.	FORCE-PLACED INSURANCE	\$		
J.	PROPERTY INSPECTIONS	\$		
K.	OTHER CHARGES (describe in detail and state contractual basis for recovering the amount from the debtor)	\$		

TOTAL OF PRE-PETITION DEBT: \$ _____

III. AMOUNT OF ALLEGED POST-PETITION DEFAULT

	<u>Description of Charge</u> (attach invoice and proof of payment for items H through K)	<u>Total Amount of Charges</u>	<u>Number of Charges Incurred</u>	<u>Dates Charges Incurred</u>
A.	PRINCIPAL	\$		
B.	INTEREST	\$		
C.	TAXES	\$		
D.	INSURANCE	\$		
E.	LATE FEES	\$		
F.	NON-SUFFICIENT FUNDS FEES	\$		
G.	PAY-BY-PHONE FEES	\$		
H.	BROKER PRICE OPINIONS	\$		
I.	FORCE-PLACED INSURANCE	\$		
J.	PROPERTY INSPECTIONS	\$		
K.	OTHER CHARGES (describe in detail and state the contractual basis for recovering the amount from the debtor)	\$		

TOTAL OF POST-PETITION DEBT: \$ _____

IV. TOTAL INDEBTEDNESS

- A. TOTAL PRE-PETITION DEBT (from section II): \$ _____
- B. TOTAL POST-PETITION DEBT (from section III): \$ _____
- C. LESS AMOUNT HELD IN SUSPENSE: \$ _____
- D. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR(S) OWED TO MOVANT AS OF THE DATE OF THIS MOTION <DATE>: \$ _____

V. AN ITEMIZED PAYMENT HISTORY FROM THE INCEPTION OF THE LOAN FORWARD, UNDERSTANDABLE TO A LAYPERSON, IS ATTACHED TO THIS WORKSHEET AS EXHIBIT 1.

This Worksheet was prepared by:

/s/ <Name>

<Name>

<Street Address>

<City, State and Zip Code>

<Phone Number>